

BURNET COUNTY MEMORANDUM OF UNDERSTANDING WITH CITY OF BURNET

This agreement (Hereafter "Agreement") is entered into the 1st day of April, 2019 between the City of Burnet and Burnet County.

I. RESPONSIBILITIES

A. The City of Burnet (Hereafter "City") through Burnet Fire Department (Hereafter "Fire Department") shall provide personnel requested by Burnet County (Hereafter "County") or any Participating Agency to collect a blood specimen for criminal investigation purposes. Services provided by the Fire Department contemplated under this Agreement shall be provided at the Burnet County Jail (Hereafter "Jail"), located at 900 County Lane, Burnet, Texas 78611, or other location as agreed upon by the County and Fire Department. The City, Burnet Fire Department and County may herein be referenced individually as "Party" or collectively as "Parties".

a. Eligible Agencies (Herein "Participating Agencies")

The following Agencies are eligible to be Participating Agencies once they have signed a secondary Memorandum of Understanding with Burnet County (attached as Exhibit "A");

1. Bertram Police Department
2. Burnet County Sheriff's Office
3. Burnet County Constable Precinct 1
4. Burnet County Constable Precinct 2
5. Burnet County Constable Precinct 3
6. Burnet County Constable Precinct 4
7. Burnet Police Department
8. Cottonwood Shores Police Department
9. Granite Shoals Police Department
10. Horseshoe Bay Police Department
11. Lower Colorado River Authority

12. Marble Falls Police Department

13. Texas Department of Public Safety

14. Texas Parks and Wildlife Department

15. Other law enforcement entities as agreed upon by the City and the County

B. To the extent required by the laws and regulations governing the operation of the Jail, the County retains professional and administrative responsibility for the services rendered by County personnel provided hereunder. County and Participating Agencies shall fully comply with all applicable provisions of law relating to licensing and regulations or their respective entities.

C. All personnel supplied by Fire Department shall be appropriately licensed through the appropriate state board and will have current certification of CPR, updated TB screening, drug screening, criminal history check and current certification applicable to their specialty. All Fire Department personnel shall be screened in accordance with the policies and procedures consistent with applicable standards appropriate to their position. All documentation supporting the credentialing of the employee and evaluation of past experience will be made available to the County prior to scheduling the employee.

All employees of the Fire Department providing services contemplated herein must pass a criminal background check. A full criminal background check, including name, date of birth, and driver's license state and number will be provided to the Burnet County Sheriff's Office. The Burnet County Sheriff's Office must approve all such employees prior to their response to the Burnet County Jail Facility.

D. The Fire Department will perform services following the procedures, policies, and standards set by the County and in accordance with any and all regulatory and accreditation standards applicable to provision of phlebotomy services.

E. The City and the Fire Department shall maintain professional liability coverage, including its agents and employees, in the minimum amount of One Million (\$1,000,000) Dollars for each occurrence. This minimum amount may represent coverage in any combination of primary and excess amounts and shall provide the County with a Certificate of Insurance as evidence that this coverage has been obtained. The County hereby acknowledges that the City utilizes the Texas Municipal League Intergovernmental Risk Pool for insurance coverage.

F. Notwithstanding any provision to the contrary herein, this MOU is an agreement for and with respect to the performance of governmental functions by governmental entities.

The services provided for herein are governmental functions, and the City and the County shall be engaged in the conduct of a governmental function while providing and/or performing any service pursuant to this Agreement. The relationship of the County and the City shall, with respect to that part of any service or function undertaken as a result of or pursuant to this MOU, be that of independent contractors. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship between the Parties.

Each Party reserves and does not waive any defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from or in connection with this Agreement. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and neither the City nor the County shall be held legally liable for any claim or cause of action arising pursuant to or in connection with this Agreement except as specifically provided herein or by law.

Neither Party waives or relinquishes any immunity or defense on behalf of itself, its commissioners, councilmembers, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants and agreements contained herein.

G. The Fire Department will perform services and duties required hereunder as an independent contractor and not as an employee, agent, partners of or pertaining to a joint venture with the County. All Fire Department personnel providing services under this Agreement shall, for all purposes, be considered employees of City. The City shall be responsible for withholding federal and state income taxes, paying federal social security taxes, and maintaining unemployment insurance.

H. The Fire Department must provide each employee with an orientation at the Jail or at a location specified by the County, prior to working as requested by the County. The orientation will be at the expense of the Fire Department for up to four (4) hours. Any additional hours will be billed at the current hourly rate.

I. The Fire Department shall provide all phlebotomy supplies, which include but are not limited to: Collection set, Sponge Gauze, Sanicloth Germicide Wipes, Betadine Solution Swap Aid, Tourniquet, Band-Aids, Single Use Needle Holder, Mask, Medical Gloves, Sharps Container. All supplies will comply with any legal requirements for the admissibility of blood evidence in a criminal trial in Texas.

J. ***Aqueous Benzalkonium Chloride (Zephiran)*** will be used to disinfect the skin before venipuncture. No alcohol or other volatile organic disinfectant will be used to clean the skin, of the defendant or the phlebotomist, before venipuncture. Blood will be collected in a quantity of six milliliters (6 ml) when possible. Disposable, sterile, dry needles, syringes, holders, and gray stoppers, and vacutainers containing 20 mg of potassium

oxalate as an anticoagulant and 100 mg of sodium fluoride as preservative, or equivalent equipment, will be used for collection of blood. Gray topper Vacutainers containing 20 mg of potassium oxalate and 25 mg of sodium fluoride, or equivalent concentrations, may also be used.

K. Provider will typically be required to draw two (2) blood draws per subject, but the required number of blood draws may vary.

L. In the event that a quantity other than (2) vials is specified, Provider shall draw sufficient blood to fill the specified number of vials. Additional supply charge may apply.

M. The phlebotomist will take the blood and give the samples to the officer who will be responsible for evidence control. The phlebotomist will sign any documents requested by the facility or the officer and make themselves available to provide courtroom testimony if necessary.

II. COMPENSATION & BILLING

A. The agreed upon rates for services rendered are as listed below:

- a. **Blood Draw - Standby:** On-site at the Jail when requested to be on standby at the Jail. (Hours/Days as agreed between the City and the County) \$29.00/hour per employee.
- b. **On Call Blood Draw:** On-site at the Jail on an on-call basis. \$75.00 per draw.
- c. **Court Appearance:** Subpoena, Court Testimony (Minimum 3 Hour bill rate) \$29.00/hour per employee.

B. The City shall send invoices that clearly identify the services rendered to the Burnet County Treasurer, 220 S. Pierce St., Burnet, TX 78611. Invoices shall indicate which services are being billed for by suspect name, date of birth, date and time of service, and requesting agency. For auditing purposes, both the "Blood Draw Kit Inventory" and the "Blood Draw Log" that corresponds with the invoice shall be provided to the County. Invoices shall be made monthly, and the County agrees to promptly pay as required by Government Code 2251.

- a. The monthly billing period shall be from the 1st day of each month.
- b. Any rate changes will be preceded by at least thirty (30) days' notice, in writing, subject to the provisions noted in Section D below.

C. ECONOMIC PRICE ADJUSTMENT

- a. Prices shown in this contract shall remain firm for the first twelve (12) month period of this Agreement. After that, in recognition of the potential for fluctuation of the City's

cost, a price adjustment (increase or decrease) may be requested by either the County or the City subject to the following considerations:

1. Price Increases:

a. Requests for price increases must be made in writing and submitted to the County prior to April 1st of each year. Prices will only be considered for an increase at that time. Once received, the County will have thirty (30) calendar days to review and approve/disapprove the requested increase. Should the County not agree with the requested increase, The City may either maintain the prices currently in effect, negotiate an acceptable increase with the County or terminate the contract.

III. LEGISLATIVE LIMITATIONS

A. In the event any federal, state, or local law, rules, regulations, or interpretations at any time change the method or amount of reimbursement for services under this Agreement, then the Parties agree to negotiate in good faith to amend this Agreement. If this Agreement is not amended prior to the effective date of such rule, regulation, law, or interpretation, this Agreement shall terminate as of such effective date.

B. In the event of any litigation by any Party to enforce or defend its rights under this Agreement, the prevailing party, in addition to all other relief, shall be entitled to reasonable attorney's fees.

C. In the event compensation payables shall exceed Ten Thousand (\$10,000.00) Dollars per annum, the City hereby agrees to make available to the Secretary of Health and Human Services (HHS), the Comptroller General of the Government Accounting Office (GAO), Client and Intermediary and their authorized representative, all contracts, books, documents, and records that are necessary to certify to the nature and the extent of the costs for a period of four (4) years after the furnishing of services rendered. In addition, The City hereby agrees if services are to be provided by subcontract with a related organization, to require by contract that such subcontractor make available to the HHS, GAO, the County, and Intermediary and their authorized representative, all contracts, books, documents, and records that are necessary to certify to the nature and the extent of the costs for a period of four (4) years after the furnishing of services rendered.

IV. TERM AND TERMINATION

A. This Agreement shall become effective April 1, 2019 (Hereafter "Effective Date") and shall remain in effect until September 30, 2019. This Agreement shall automatically renew for successive one (1) year periods, beginning on October 1st of each year, unless otherwise terminated as provided for herein.

B. Either Party may terminate this Agreement without cause upon sixty (60) days of written notice to the other Party.

C. County may immediately terminate this Agreement in the event The City or the Fire Department:

1. Fails to perform services required hereunder in accordance with appropriate standards of quality;
2. Fails to comply with any of the terms and conditions in this Agreement;
3. Fails to comply with the County's written policy and procedures after being given notice of such failure to comply.

V. MISCELLANEOUS

A. Any notice required or permitted by this Agreement shall be in writing and shall be deemed given at the time it is deposited in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the party to whom is to be given as follows:

City Manager, City of Burnet
PO BOX 1369
Burnet, TX 78611
(512) 756-1230

Burnet County Judge
220 S. Pierce
Burnet, TX 78611
(512)756-5476

B. This Agreement with attachments contains the entire Agreement of the Parties hereto and supersedes all prior agreements, contracts, and understandings whether written or otherwise between the Parties relating to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. In

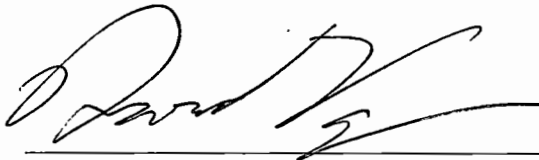
the event any provision(s) of this Agreement is found to be legally invalid or unenforceable for any reason, all remaining provisions of this Agreement will remain in full force and effect.

C. This Agreement shall be binding upon and shall insure to the benefit of both the City of Burnet and Burnet County and to their successors as assigns. Any rights or obligations shall construe nothing contained in this Agreement hereunder, and such assignment is expressly prohibited without the prior written consent of either Party.

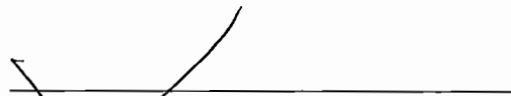
D. County shall provide a suitable workplace for Fire Department personnel which complies with all applicable safety and health standards and legislation for healthcare workers. The City shall inspect the workplace and notify the County of any deficiencies within thirty (30) days of the beginning of this Agreement, continuing quarterly and notify the County within five (5) days of discovery of any deficiency. In addition, the City shall provide post exposure evaluation and treatment, and maintain all records required by law regarding exposure incidents, post exposure evaluation and treatment.

E. Except as expressly amended by this Addendum, the terms and conditions of the Agreement shall remain in full force and effect.

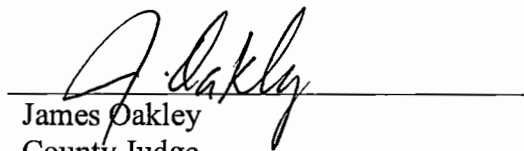
IN WITNESS WHEREOF, the City and Burnet County have duly executed this Agreement on the _____ day of _____, 2019.



David Vaughn
City Manager
City of Burnet



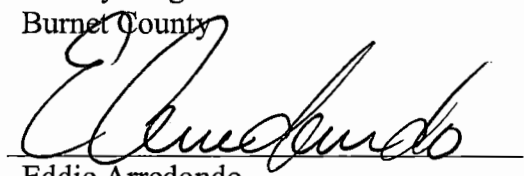
Mark Ingram
Fire Chief
Burnet Fire Department



James Oakley
County Judge
Burnet County



Jason Davis
BAT Board President
Blood Alcohol Taskforce



Eddie Arredondo
County Attorney
Burnet County

ATTACHMENT "A"

MEMORANDUM OF UNDERSTANDING WITH BURNET COUNTY PARTICIPATING AGENCY

This agreement (Hereafter "Agreement") is entered into the ___ day of _____ between Burnet County (Hereafter "County") and _____ (Hereafter "Participating Agency").

I. RESPONSIBILITIES

A. Burnet County will administer the Blood Alcohol Taskforce program and enter an agreement with a provider, hereinafter "the Contracted Provider" for phlebotomy services under the program. The Contracted Provider shall provide personnel requested by the County or the Participating Agency to collect a blood specimen for criminal investigation purposes. Services provided by the Contracted Provider shall be provided at the Burnet County Jail (Hereafter "Jail"), located at 900 County Lane, Burnet, Texas 78611, or other location as agreed upon by the County and Contracted Provider.

B. The phlebotomist will take the blood and give the samples to the officer who will be responsible for evidence control. The phlebotomist will sign any documents requested by the Jail or the officer.

C. The Contracted Provider shall maintain professional liability coverage including its agents and employees, in the minimum amount of One Million (\$1,000,000) Dollars for each occurrence. This minimum amount may represent coverage in any combination of primary and excess amounts, and Contracted Provider shall provide the County with a certificate of insurance as evidence that this coverage has been obtained.

D. County and Participating Agency agree and understand that Contracted Provider is a governmental entity performing a governmental function by participating in this MOU with other governmental entities.

The services provided for herein are governmental functions, and the Contracted Provider, County and Participating Agencies (collectively Parties) shall be engaged in the conduct of a governmental function while providing and/or performing any service pursuant to this Agreement. The relationship of the Parties shall, with respect to that part of any service or function undertaken as a result of or pursuant to this MOU, be that of independent contractors. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship between the Parties.

Each Party reserves and does not waive any defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from or in connection with this

Agreement. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and no Party shall be held legally liable for any claim or cause of action arising pursuant to or in connection with this Agreement except as specifically provided herein or by law.

No Party waives or relinquishes any immunity or defense on behalf of itself, its commissioners, councilmembers, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants and agreements contained herein.

E. The Contracted Provider will perform services and duties required hereunder as an independent contractor and not as an employee, agent, partners of or pertaining to a joint venture with the County or Participating Agency. All personnel provided by the Contracted Provider to the County or Participating Agency shall, for all purposes, be considered employees of the Contracted Provider.

III. LEGISLATIVE LIMITATIONS

A. Should the agreement between the County and the Contracted Provider terminate for any reason, this Agreement will immediately terminate.

B. In the event of any litigation by any party to enforce or defend its rights under this Agreement, the prevailing party, in addition to all other relief, shall be entitled to reasonable attorney's fees.

IV. TERM AND TERMINATION

A. This Agreement shall become effective April 1, 2019 (Hereafter "Effective Date") and shall remain in effect until September 30, 2019. This Agreement shall automatically renew for successive one (1) year periods, beginning on October 1st of each year, unless otherwise terminated as provided for herein.

B. Either party may terminate this Agreement without cause upon sixty (60) days of written notice to the other Party.

C. Participating Agency may immediately terminate this Agreement in the event the Contracted Provider:

1. Fails to perform services required in accordance with appropriate standards of quality;
2. Fails to comply with any of the terms and conditions of its' agreement with the County;

3. Fails to comply with the County's written policy and procedures after being given notice of such failure to comply.

V. MISCELLANEOUS

A. Any notice required or permitted by this Agreement shall be in writing and shall be deemed given at the time it is deposited in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the party to whom it is to be given as follows:

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

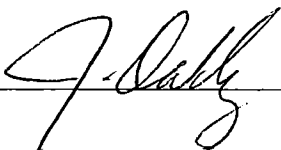
Participating Agency Name
Participating Agency Address

B. This Agreement contains the entire agreement of the Parties hereto and supersedes all prior agreements, contracts, and understandings whether written or otherwise between the Parties relating to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. In the event any provision(s) of this Agreement is found to be legally invalid or unenforceable for any reason, all remaining provisions of this Agreement will remain in full force and effect.

C. This Agreement shall be binding upon and shall ensure to the benefit of the contracted provider and to the Participating Agency's' successors as assigns. Any rights or obligations shall construe nothing contained in this Agreement hereunder, and such assignment is expressly prohibited without the prior written consent of either Party.

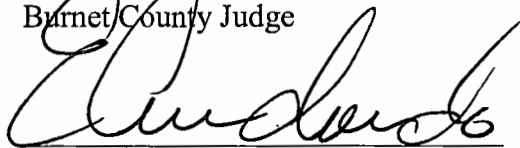
IN WITNESS WHEREOF, Burnet County and the Participating Agency have duly executed this Agreement on the 26 day of March, 2019.

Participating Agency Representative
Participating Agency/Title





James Oakley
Burnet County Judge



Eduardo Arredondo
Burnet County Attorney

ATTACHMENT "A"

MEMORANDUM OF UNDERSTANDING WITH BURNET COUNTY PARTICIPATING AGENCY

This agreement (Hereafter "Agreement") is entered into the ___ day of _____ between Burnet County (Hereafter "County") and Bertram Police Department (Hereafter "Participating Agency").

I. RESPONSIBILITIES

A. Burnet County will administer the Blood Alcohol Taskforce program and enter an agreement with a provider, hereinafter "the Contracted Provider" for phlebotomy services under the program. The Contracted Provider shall provide personnel requested by the County or the Participating Agency to collect a blood specimen for criminal investigation purposes. Services provided by the Contracted Provider shall be provided at the Burnet County Jail (Hereafter "Jail"), located at 900 County Lane, Burnet, Texas 78611, or other location as agreed upon by the County and Contracted Provider.

B. The phlebotomist will take the blood and give the samples to the officer who will be responsible for evidence control. The phlebotomist will sign any documents requested by the Jail or the officer.

C. The Contracted Provider shall maintain professional liability coverage including its agents and employees, in the minimum amount of One Million (\$1,000,000) Dollars for each occurrence. This minimum amount may represent coverage in any combination of primary and excess amounts, and Contracted Provider shall provide the County with a certificate of insurance as evidence that this coverage has been obtained.

D. County and Participating Agency agree and understand that Contracted Provider is a governmental entity performing a governmental function by participating in this MOU with other governmental entities.

The services provided for herein are governmental functions, and the Contracted Provider, County and Participating Agencies (collectively Parties) shall be engaged in the conduct of a governmental function while providing and/or performing any service pursuant to this Agreement. The relationship of the Parties shall, with respect to that part of any service or function undertaken as a result of or pursuant to this MOU, be that of independent contractors. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship between the Parties.

Each Party reserves and does not waive any defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from or in connection with this

Agreement. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and no Party shall be held legally liable for any claim or cause of action arising pursuant to or in connection with this Agreement except as specifically provided herein or by law.

No Party waives or relinquishes any immunity or defense on behalf of itself, its commissioners, councilmembers, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants and agreements contained herein.

E. The Contracted Provider will perform services and duties required hereunder as an independent contractor and not as an employee, agent, partners of or pertaining to a joint venture with the County or Participating Agency. All personnel provided by the Contracted Provider to the County or Participating Agency shall, for all purposes, be considered employees of the Contracted Provider.

III. LEGISLATIVE LIMITATIONS

A. Should the agreement between the County and the Contracted Provider terminate for any reason, this Agreement will immediately terminate.

B. In the event of any litigation by any party to enforce or defend its rights under this Agreement, the prevailing party, in addition to all other relief, shall be entitled to reasonable attorney's fees.

IV. TERM AND TERMINATION

A. This Agreement shall become effective April 1, 2019 (Hereafter "Effective Date") and shall remain in effect until September 30, 2019. This Agreement shall automatically renew for successive one (1) year periods, beginning on October 1st of each year, unless otherwise terminated as provided for herein.

B. Either party may terminate this Agreement without cause upon sixty (60) days of written notice to the other Party.

C. Participating Agency may immediately terminate this Agreement in the event the Contracted Provider:

1. Fails to perform services required in accordance with appropriate standards of quality;
2. Fails to comply with any of the terms and conditions of its' agreement with the County;

3. Fails to comply with the County's written policy and procedures after being given notice of such failure to comply.

V. MISCELLANEOUS

A. Any notice required or permitted by this Agreement shall be in writing and shall be deemed given at the time it is deposited in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the party to whom it is to be given as follows:

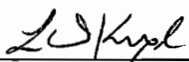
Burnet County
220 S. Pierce St.
Burnet, TX 78611

Bertram Police Department
166 West Vaughan Street
Bertram, TX 78605

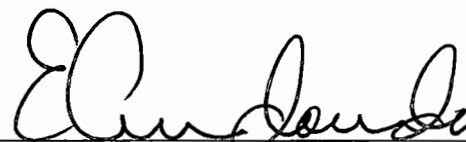
B. This Agreement contains the entire agreement of the Parties hereto and supersedes all prior agreements, contracts, and understandings whether written or otherwise between the Parties relating to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. In the event any provision(s) of this Agreement is found to be legally invalid or unenforceable for any reason, all remaining provisions of this Agreement will remain in full force and effect.

C. This Agreement shall be binding upon and shall ensure to the benefit of the contracted provider and to the Participating Agency's' successors as assigns. Any rights or obligations shall construe nothing contained in this Agreement hereunder, and such assignment is expressly prohibited without the prior written consent of either Party.

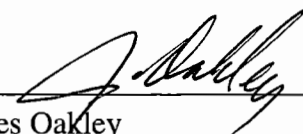
IN WITNESS WHEREOF, Burnet County and the Participating Agency have duly executed this Agreement on the ____ day of _____, 20____.



Bertram Police Department



Eduardo Arredondo
Burnet County Attorney



James Oakley
Burnet County Judge

ATTACHMENT "A"

MEMORANDUM OF UNDERSTANDING WITH BURNET COUNTY PARTICIPATING AGENCY

This agreement (Hereafter "Agreement") is entered into the ___ day of _____ between Burnet County (Hereafter "County") and Burnet County Sheriff's Department (Hereafter "Participating Agency").

I. RESPONSIBILITIES

A. Burnet County will administer the Blood Alcohol Taskforce program and enter an agreement with a provider, hereinafter "the Contracted Provider" for phlebotomy services under the program. The Contracted Provider shall provide personnel requested by the County or the Participating Agency to collect a blood specimen for criminal investigation purposes. Services provided by the Contracted Provider shall be provided at the Burnet County Jail (Hereafter "Jail"), located at 900 County Lane, Burnet, Texas 78611, or other location as agreed upon by the County and Contracted Provider.

B. The phlebotomist will take the blood and give the samples to the officer who will be responsible for evidence control. The phlebotomist will sign any documents requested by the Jail or the officer.

C. The Contracted Provider shall maintain professional liability coverage including its agents and employees, in the minimum amount of One Million (\$1,000,000) Dollars for each occurrence. This minimum amount may represent coverage in any combination of primary and excess amounts, and Contracted Provider shall provide the County with a certificate of insurance as evidence that this coverage has been obtained.

D. County and Participating Agency agree and understand that Contracted Provider is a governmental entity performing a governmental function by participating in this MOU with other governmental entities.

The services provided for herein are governmental functions, and the Contracted Provider, County and Participating Agencies (collectively Parties) shall be engaged in the conduct of a governmental function while providing and/or performing any service pursuant to this Agreement. The relationship of the Parties shall, with respect to that part of any service or function undertaken as a result of or pursuant to this MOU, be that of independent contractors. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship between the Parties.

Each Party reserves and does not waive any defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from or in connection with this

Agreement. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and no Party shall be held legally liable for any claim or cause of action arising pursuant to or in connection with this Agreement except as specifically provided herein or by law.

No Party waives or relinquishes any immunity or defense on behalf of itself, its commissioners, councilmembers, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants and agreements contained herein.

E. The Contracted Provider will perform services and duties required hereunder as an independent contractor and not as an employee, agent, partners of or pertaining to a joint venture with the County or Participating Agency. All personnel provided by the Contracted Provider to the County or Participating Agency shall, for all purposes, be considered employees of the Contracted Provider.

III. LEGISLATIVE LIMITATIONS

A. Should the agreement between the County and the Contracted Provider terminate for any reason, this Agreement will immediately terminate.

B. In the event of any litigation by any party to enforce or defend its rights under this Agreement, the prevailing party, in addition to all other relief, shall be entitled to reasonable attorney's fees.

IV. TERM AND TERMINATION

A. This Agreement shall become effective April 1, 2019 (Hereafter "Effective Date") and shall remain in effect until September 30, 2019. This Agreement shall automatically renew for successive one (1) year periods, beginning on October 1st of each year, unless otherwise terminated as provided for herein.

B. Either party may terminate this Agreement without cause upon sixty (60) days of written notice to the other Party.

C. Participating Agency may immediately terminate this Agreement in the event the Contracted Provider:

1. Fails to perform services required in accordance with appropriate standards of quality;
2. Fails to comply with any of the terms and conditions of its' agreement with the County;

3. Fails to comply with the County's written policy and procedures after being given notice of such failure to comply.

V. MISCELLANEOUS

A. Any notice required or permitted by this Agreement shall be in writing and shall be deemed given at the time it is deposited in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the party to whom it is to be given as follows:

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

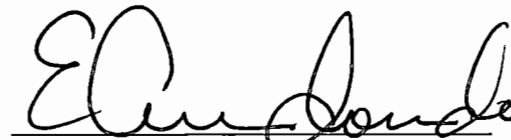
Burnet County Sheriff's Office
1601 E. Polk St.
Burnet, TX 78611

B. This Agreement contains the entire agreement of the Parties hereto and supersedes all prior agreements, contracts, and understandings whether written or otherwise between the Parties relating to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. In the event any provision(s) of this Agreement is found to be legally invalid or unenforceable for any reason, all remaining provisions of this Agreement will remain in full force and effect.

C. This Agreement shall be binding upon and shall ensure to the benefit of the contracted provider and to the Participating Agency's' successors as assigns. Any rights or obligations shall construe nothing contained in this Agreement hereunder, and such assignment is expressly prohibited without the prior written consent of either Party.

IN WITNESS WHEREOF, Burnet County and the Participating Agency have duly executed this Agreement on the ____ day of _____, 20____.


Burnet County Sheriff's Department


Eduardo Arredondo
Burnet County Attorney


James Oakley
Burnet County Judge

ATTACHMENT "A"

MEMORANDUM OF UNDERSTANDING WITH BURNET COUNTY PARTICIPATING AGENCY

This agreement (Hereafter "Agreement") is entered into the __ day of _____ between Burnet County (Hereafter "County") and Burnet County Constable Precinct 1 (Hereafter "Participating Agency").

I. RESPONSIBILITIES

A. Burnet County will administer the Blood Alcohol Taskforce program and enter an agreement with a provider, hereinafter "the Contracted Provider" for phlebotomy services under the program. The Contracted Provider shall provide personnel requested by the County or the Participating Agency to collect a blood specimen for criminal investigation purposes. Services provided by the Contracted Provider shall be provided at the Burnet County Jail (Hereafter "Jail"), located at 900 County Lane, Burnet, Texas 78611, or other location as agreed upon by the County and Contracted Provider.

B. The phlebotomist will take the blood and give the samples to the officer who will be responsible for evidence control. The phlebotomist will sign any documents requested by the Jail or the officer.

C. The Contracted Provider shall maintain professional liability coverage including its agents and employees, in the minimum amount of One Million (\$1,000,000) Dollars for each occurrence. This minimum amount may represent coverage in any combination of primary and excess amounts, and Contracted Provider shall provide the County with a certificate of insurance as evidence that this coverage has been obtained.

D. County and Participating Agency agree and understand that Contracted Provider is a governmental entity performing a governmental function by participating in this MOU with other governmental entities.

The services provided for herein are governmental functions, and the Contracted Provider, County and Participating Agencies (collectively Parties) shall be engaged in the conduct of a governmental function while providing and/or performing any service pursuant to this Agreement. The relationship of the Parties shall, with respect to that part of any service or function undertaken as a result of or pursuant to this MOU, be that of independent contractors. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship between the Parties.

Each Party reserves and does not waive any defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from or in connection with this

Agreement. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and no Party shall be held legally liable for any claim or cause of action arising pursuant to or in connection with this Agreement except as specifically provided herein or by law.

No Party waives or relinquishes any immunity or defense on behalf of itself, its commissioners, councilmembers, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants and agreements contained herein.

E. The Contracted Provider will perform services and duties required hereunder as an independent contractor and not as an employee, agent, partners of or pertaining to a joint venture with the County or Participating Agency. All personnel provided by the Contracted Provider to the County or Participating Agency shall, for all purposes, be considered employees of the Contracted Provider.

III. LEGISLATIVE LIMITATIONS

A. Should the agreement between the County and the Contracted Provider terminate for any reason, this Agreement will immediately terminate.

B. In the event of any litigation by any party to enforce or defend its rights under this Agreement, the prevailing party, in addition to all other relief, shall be entitled to reasonable attorney's fees.

IV. TERM AND TERMINATION

A. This Agreement shall become effective April 1, 2019 (Hereafter "Effective Date") and shall remain in effect until September 30, 2019. This Agreement shall automatically renew for successive one (1) year periods, beginning on October 1st of each year, unless otherwise terminated as provided for herein.

B. Either party may terminate this Agreement without cause upon sixty (60) days of written notice to the other Party.

C. Participating Agency may immediately terminate this Agreement in the event the Contracted Provider:

1. Fails to perform services required in accordance with appropriate standards of quality;
2. Fails to comply with any of the terms and conditions of its' agreement with the County;

3. Fails to comply with the County's written policy and procedures after being given notice of such failure to comply.

V. MISCELLANEOUS

A. Any notice required or permitted by this Agreement shall be in writing and shall be deemed given at the time it is deposited in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the party to whom it is to be given as follows:

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

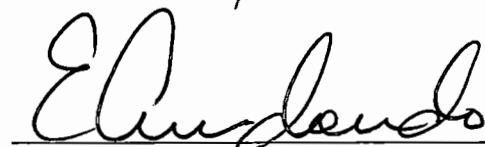
Burnet County Constable, Pct 1
220 S. Pierce St.
Burnet, TX 78611

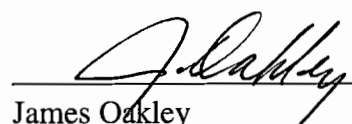
B. This Agreement contains the entire agreement of the Parties hereto and supersedes all prior agreements, contracts, and understandings whether written or otherwise between the Parties relating to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. In the event any provision(s) of this Agreement is found to be legally invalid or unenforceable for any reason, all remaining provisions of this Agreement will remain in full force and effect.

C. This Agreement shall be binding upon and shall ensure to the benefit of the contracted provider and to the Participating Agency's' successors as assigns. Any rights or obligations shall construe nothing contained in this Agreement hereunder, and such assignment is expressly prohibited without the prior written consent of either Party.

IN WITNESS WHEREOF, Burnet County and the Participating Agency have duly executed this Agreement on the 26 day of March, 2019.


Burnet County Constable, Pct 1


Eduardo Arredondo
Burnet County Attorney


James Oakley
Burnet County Judge

ATTACHMENT "A"

MEMORANDUM OF UNDERSTANDING WITH BURNET COUNTY PARTICIPATING AGENCY

This agreement (Hereafter "Agreement") is entered into the 29 day of March between Burnet County (Hereafter "County") and Burnet County Constable Precinct 2 (Hereafter "Participating Agency").

I. RESPONSIBILITIES

A. Burnet County will administer the Blood Alcohol Taskforce program and enter an agreement with a provider, hereinafter "the Contracted Provider" for phlebotomy services under the program. The Contracted Provider shall provide personnel requested by the County or the Participating Agency to collect a blood specimen for criminal investigation purposes. Services provided by the Contracted Provider shall be provided at the Burnet County Jail (Hereafter "Jail"), located at 900 County Lane, Burnet, Texas 78611, or other location as agreed upon by the County and Contracted Provider.

B. The phlebotomist will take the blood and give the samples to the officer who will be responsible for evidence control. The phlebotomist will sign any documents requested by the Jail or the officer.

C. The Contracted Provider shall maintain professional liability coverage including its agents and employees, in the minimum amount of One Million (\$1,000,000) Dollars for each occurrence. This minimum amount may represent coverage in any combination of primary and excess amounts, and Contracted Provider shall provide the County with a certificate of insurance as evidence that this coverage has been obtained.

D. County and Participating Agency agree and understand that Contracted Provider is a governmental entity performing a governmental function by participating in this MOU with other governmental entities.

The services provided for herein are governmental functions, and the Contracted Provider, County and Participating Agencies (collectively Parties) shall be engaged in the conduct of a governmental function while providing and/or performing any service pursuant to this Agreement. The relationship of the Parties shall, with respect to that part of any service or function undertaken as a result of or pursuant to this MOU, be that of independent contractors. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship between the Parties.

Each Party reserves and does not waive any defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from or in connection with this

Agreement. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and no Party shall be held legally liable for any claim or cause of action arising pursuant to or in connection with this Agreement except as specifically provided herein or by law.

No Party waives or relinquishes any immunity or defense on behalf of itself, its commissioners, councilmembers, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants and agreements contained herein.

E. The Contracted Provider will perform services and duties required hereunder as an independent contractor and not as an employee, agent, partners of or pertaining to a joint venture with the County or Participating Agency. All personnel provided by the Contracted Provider to the County or Participating Agency shall, for all purposes, be considered employees of the Contracted Provider.

III. LEGISLATIVE LIMITATIONS

A. Should the agreement between the County and the Contracted Provider terminate for any reason, this Agreement will immediately terminate.

B. In the event of any litigation by any party to enforce or defend its rights under this Agreement, the prevailing party, in addition to all other relief, shall be entitled to reasonable attorney's fees.

IV. TERM AND TERMINATION

A. This Agreement shall become effective April 1, 2019 (Hereafter "Effective Date") and shall remain in effect until September 30, 2019. This Agreement shall automatically renew for successive one (1) year periods, beginning on October 1st of each year, unless otherwise terminated as provided for herein.

B. Either party may terminate this Agreement without cause upon sixty (60) days of written notice to the other Party.

C. Participating Agency may immediately terminate this Agreement in the event the Contracted Provider:

1. Fails to perform services required in accordance with appropriate standards of quality;
2. Fails to comply with any of the terms and conditions of its' agreement with the County;

3. Fails to comply with the County's written policy and procedures after being given notice of such failure to comply.

V. MISCELLANEOUS

A. Any notice required or permitted by this Agreement shall be in writing and shall be deemed given at the time it is deposited in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the party to whom it is to be given as follows:

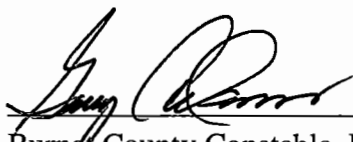
Burnet County
220 S. Pierce St.
Burnet, TX 78611

Burnet County Constable, Pct 2
220 S. Pierce St.
Burnet, TX 78611

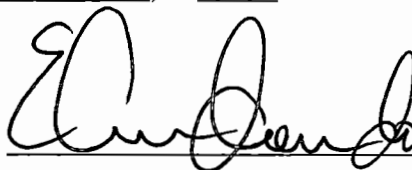
B. This Agreement contains the entire agreement of the Parties hereto and supersedes all prior agreements, contracts, and understandings whether written or otherwise between the Parties relating to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. In the event any provision(s) of this Agreement is found to be legally invalid or unenforceable for any reason, all remaining provisions of this Agreement will remain in full force and effect.

C. This Agreement shall be binding upon and shall ensure to the benefit of the contracted provider and to the Participating Agency's' successors as assigns. Any rights or obligations shall construe nothing contained in this Agreement hereunder, and such assignment is expressly prohibited without the prior written consent of either Party.

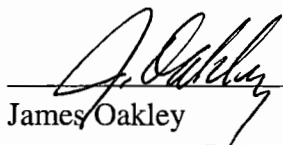
IN WITNESS WHEREOF, Burnet County and the Participating Agency have duly executed this Agreement on the 29 day of March, 20 19.



Burnet County Constable, Pct 2



Eduardo Arredondo
Burnet County Attorney



James Oakley
Burnet County Judge

ATTACHMENT "A"

MEMORANDUM OF UNDERSTANDING WITH BURNET COUNTY PARTICIPATING AGENCY

This agreement (Hereafter "Agreement") is entered into the ___ day of _____ between Burnet County (Hereafter "County") and Burnet County Constable Precinct 3 (Hereafter "Participating Agency").

I. RESPONSIBILITIES

A. Burnet County will administer the Blood Alcohol Taskforce program and enter an agreement with a provider, hereinafter "the Contracted Provider" for phlebotomy services under the program. The Contracted Provider shall provide personnel requested by the County or the Participating Agency to collect a blood specimen for criminal investigation purposes. Services provided by the Contracted Provider shall be provided at the Burnet County Jail (Hereafter "Jail"), located at 900 County Lane, Burnet, Texas 78611, or other location as agreed upon by the County and Contracted Provider.

B. The phlebotomist will take the blood and give the samples to the officer who will be responsible for evidence control. The phlebotomist will sign any documents requested by the Jail or the officer.

C. The Contracted Provider shall maintain professional liability coverage including its agents and employees, in the minimum amount of One Million (\$1,000,000) Dollars for each occurrence. This minimum amount may represent coverage in any combination of primary and excess amounts, and Contracted Provider shall provide the County with a certificate of insurance as evidence that this coverage has been obtained.

D. County and Participating Agency agree and understand that Contracted Provider is a governmental entity performing a governmental function by participating in this MOU with other governmental entities.

The services provided for herein are governmental functions, and the Contracted Provider, County and Participating Agencies (collectively Parties) shall be engaged in the conduct of a governmental function while providing and/or performing any service pursuant to this Agreement. The relationship of the Parties shall, with respect to that part of any service or function undertaken as a result of or pursuant to this MOU, be that of independent contractors. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship between the Parties.

Each Party reserves and does not waive any defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from or in connection with this

Agreement. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and no Party shall be held legally liable for any claim or cause of action arising pursuant to or in connection with this Agreement except as specifically provided herein or by law.

No Party waives or relinquishes any immunity or defense on behalf of itself, its commissioners, councilmembers, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants and agreements contained herein.

E. The Contracted Provider will perform services and duties required hereunder as an independent contractor and not as an employee, agent, partners of or pertaining to a joint venture with the County or Participating Agency. All personnel provided by the Contracted Provider to the County or Participating Agency shall, for all purposes, be considered employees of the Contracted Provider.

III. LEGISLATIVE LIMITATIONS

A. Should the agreement between the County and the Contracted Provider terminate for any reason, this Agreement will immediately terminate.

B. In the event of any litigation by any party to enforce or defend its rights under this Agreement, the prevailing party, in addition to all other relief, shall be entitled to reasonable attorney's fees.

IV. TERM AND TERMINATION

A. This Agreement shall become effective April 1, 2019 (Hereafter "Effective Date") and shall remain in effect until September 30, 2019. This Agreement shall automatically renew for successive one (1) year periods, beginning on October 1st of each year, unless otherwise terminated as provided for herein.

B. Either party may terminate this Agreement without cause upon sixty (60) days of written notice to the other Party.

C. Participating Agency may immediately terminate this Agreement in the event the Contracted Provider:

1. Fails to perform services required in accordance with appropriate standards of quality;
2. Fails to comply with any of the terms and conditions of its' agreement with the County;

3. Fails to comply with the County's written policy and procedures after being given notice of such failure to comply.

V. MISCELLANEOUS

A. Any notice required or permitted by this Agreement shall be in writing and shall be deemed given at the time it is deposited in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the party to whom it is to be given as follows:

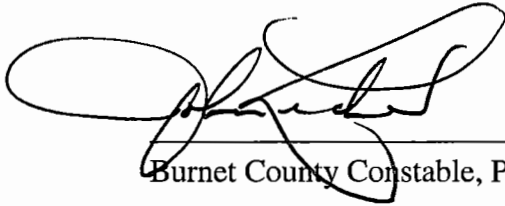
Burnet County
220 S. Pierce St.
Burnet, TX 78611

Burnet County Constable, Pct 3
810 Steve Hawkins Pkwy
Marble Falls, TX 78654

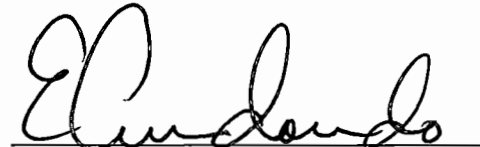
B. This Agreement contains the entire agreement of the Parties hereto and supersedes all prior agreements, contracts, and understandings whether written or otherwise between the Parties relating to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. In the event any provision(s) of this Agreement is found to be legally invalid or unenforceable for any reason, all remaining provisions of this Agreement will remain in full force and effect.

C. This Agreement shall be binding upon and shall ensure to the benefit of the contracted provider and to the Participating Agency's' successors as assigns. Any rights or obligations shall construe nothing contained in this Agreement hereunder, and such assignment is expressly prohibited without the prior written consent of either Party.

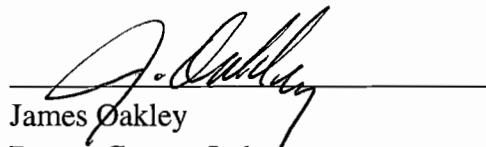
IN WITNESS WHEREOF, Burnet County and the Participating Agency have duly executed this Agreement on the ____ day of _____, 20____.



Burnet County Constable, Pct 3



Eduardo Arredondo
Burnet County Attorney



James Oakley
Burnet County Judge

ATTACHMENT "A"

MEMORANDUM OF UNDERSTANDING WITH BURNET COUNTY PARTICIPATING AGENCY

This agreement (Hereafter "Agreement") is entered into the __ day of _____ between Burnet County (Hereafter "County") and Burnet County Constable Precinct 4 (Hereafter "Participating Agency").

I. RESPONSIBILITIES

A. Burnet County will administer the Blood Alcohol Taskforce program and enter an agreement with a provider, hereinafter "the Contracted Provider" for phlebotomy services under the program. The Contracted Provider shall provide personnel requested by the County or the Participating Agency to collect a blood specimen for criminal investigation purposes. Services provided by the Contracted Provider shall be provided at the Burnet County Jail (Hereafter "Jail"), located at 900 County Lane, Burnet, Texas 78611, or other location as agreed upon by the County and Contracted Provider.

B. The phlebotomist will take the blood and give the samples to the officer who will be responsible for evidence control. The phlebotomist will sign any documents requested by the Jail or the officer.

C. The Contracted Provider shall maintain professional liability coverage including its agents and employees, in the minimum amount of One Million (\$1,000,000) Dollars for each occurrence. This minimum amount may represent coverage in any combination of primary and excess amounts, and Contracted Provider shall provide the County with a certificate of insurance as evidence that this coverage has been obtained.

D. County and Participating Agency agree and understand that Contracted Provider is a governmental entity performing a governmental function by participating in this MOU with other governmental entities.

The services provided for herein are governmental functions, and the Contracted Provider, County and Participating Agencies (collectively Parties) shall be engaged in the conduct of a governmental function while providing and/or performing any service pursuant to this Agreement. The relationship of the Parties shall, with respect to that part of any service or function undertaken as a result of or pursuant to this MOU, be that of independent contractors. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship between the Parties.

Each Party reserves and does not waive any defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from or in connection with this

Agreement. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and no Party shall be held legally liable for any claim or cause of action arising pursuant to or in connection with this Agreement except as specifically provided herein or by law.

No Party waives or relinquishes any immunity or defense on behalf of itself, its commissioners, councilmembers, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants and agreements contained herein.

E. The Contracted Provider will perform services and duties required hereunder as an independent contractor and not as an employee, agent, partners of or pertaining to a joint venture with the County or Participating Agency. All personnel provided by the Contracted Provider to the County or Participating Agency shall, for all purposes, be considered employees of the Contracted Provider.

III. LEGISLATIVE LIMITATIONS

A. Should the agreement between the County and the Contracted Provider terminate for any reason, this Agreement will immediately terminate.

B. In the event of any litigation by any party to enforce or defend its rights under this Agreement, the prevailing party, in addition to all other relief, shall be entitled to reasonable attorney's fees.

IV. TERM AND TERMINATION

A. This Agreement shall become effective April 1, 2019 (Hereafter "Effective Date") and shall remain in effect until September 30, 2019. This Agreement shall automatically renew for successive one (1) year periods, beginning on October 1st of each year, unless otherwise terminated as provided for herein.

B. Either party may terminate this Agreement without cause upon sixty (60) days of written notice to the other Party.

C. Participating Agency may immediately terminate this Agreement in the event the Contracted Provider:

1. Fails to perform services required in accordance with appropriate standards of quality;
2. Fails to comply with any of the terms and conditions of its' agreement with the County;

3. Fails to comply with the County's written policy and procedures after being given notice of such failure to comply.

V. MISCELLANEOUS

A. Any notice required or permitted by this Agreement shall be in writing and shall be deemed given at the time it is deposited in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the party to whom it is to be given as follows:

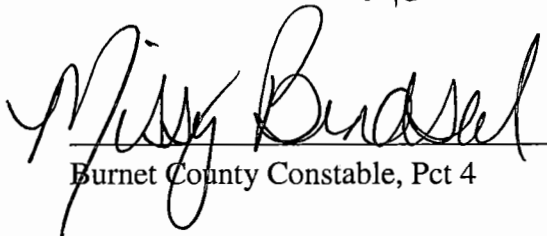
Burnet County
220 S. Pierce St.
Burnet, TX 78611

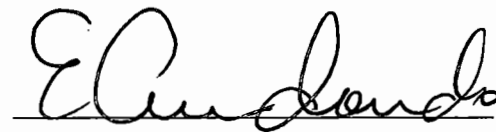
Burnet County Constable, Pct 4
810 Steve Hawkins Pkwy
Marble Falls, TX 78654

B. This Agreement contains the entire agreement of the Parties hereto and supersedes all prior agreements, contracts, and understandings whether written or otherwise between the Parties relating to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. In the event any provision(s) of this Agreement is found to be legally invalid or unenforceable for any reason, all remaining provisions of this Agreement will remain in full force and effect.

C. This Agreement shall be binding upon and shall ensure to the benefit of the contracted provider and to the Participating Agency's' successors as assigns. Any rights or obligations shall construe nothing contained in this Agreement hereunder, and such assignment is expressly prohibited without the prior written consent of either Party.

IN WITNESS WHEREOF, Burnet County and the Participating Agency have duly executed this Agreement on the ____ day of _____, 20____.


Burnet County Constable, Pct 4


Eduardo Arredondo
Burnet County Attorney


James Oakley
Burnet County Judge

ATTACHMENT "A"

MEMORANDUM OF UNDERSTANDING WITH BURNET COUNTY PARTICIPATING AGENCY

This agreement (Hereafter "Agreement") is entered into the 27th day of March between Burnet County (Hereafter "County") and Cottonwood Shores Police Department (Hereafter "Participating Agency").

I. RESPONSIBILITIES

A. Burnet County will administer the Blood Alcohol Taskforce program and enter an agreement with a provider, hereinafter "the Contracted Provider" for phlebotomy services under the program. The Contracted Provider shall provide personnel requested by the County or the Participating Agency to collect a blood specimen for criminal investigation purposes. Services provided by the Contracted Provider shall be provided at the Burnet County Jail (Hereafter "Jail"), located at 900 County Lane, Burnet, Texas 78611, or other location as agreed upon by the County and Contracted Provider.

B. The phlebotomist will take the blood and give the samples to the officer who will be responsible for evidence control. The phlebotomist will sign any documents requested by the Jail or the officer.

C. The Contracted Provider shall maintain professional liability coverage including its agents and employees, in the minimum amount of One Million (\$1,000,000) Dollars for each occurrence. This minimum amount may represent coverage in any combination of primary and excess amounts, and Contracted Provider shall provide the County with a certificate of insurance as evidence that this coverage has been obtained.

D. County and Participating Agency agree and understand that Contracted Provider is a governmental entity performing a governmental function by participating in this MOU with other governmental entities.

The services provided for herein are governmental functions, and the Contracted Provider, County and Participating Agencies (collectively Parties) shall be engaged in the conduct of a governmental function while providing and/or performing any service pursuant to this Agreement. The relationship of the Parties shall, with respect to that part of any service or function undertaken as a result of or pursuant to this MOU, be that of independent contractors. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship between the Parties.

Each Party reserves and does not waive any defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from or in connection with this

Agreement. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and no Party shall be held legally liable for any claim or cause of action arising pursuant to or in connection with this Agreement except as specifically provided herein or by law.

No Party waives or relinquishes any immunity or defense on behalf of itself, its commissioners, councilmembers, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants and agreements contained herein.

E. The Contracted Provider will perform services and duties required hereunder as an independent contractor and not as an employee, agent, partners of or pertaining to a joint venture with the County or Participating Agency. All personnel provided by the Contracted Provider to the County or Participating Agency shall, for all purposes, be considered employees of the Contracted Provider.

III. LEGISLATIVE LIMITATIONS

A. Should the agreement between the County and the Contracted Provider terminate for any reason, this Agreement will immediately terminate.

B. In the event of any litigation by any party to enforce or defend its rights under this Agreement, the prevailing party, in addition to all other relief, shall be entitled to reasonable attorney's fees.

IV. TERM AND TERMINATION

A. This Agreement shall become effective April 1, 2019 (Hereafter "Effective Date") and shall remain in effect until September 30, 2019. This Agreement shall automatically renew for successive one (1) year periods, beginning on October 1st of each year, unless otherwise terminated as provided for herein.

B. Either party may terminate this Agreement without cause upon sixty (60) days of written notice to the other Party.

C. Participating Agency may immediately terminate this Agreement in the event the Contracted Provider:

1. Fails to perform services required in accordance with appropriate standards of quality;
2. Fails to comply with any of the terms and conditions of its' agreement with the County;

3. Fails to comply with the County's written policy and procedures after being given notice of such failure to comply.

V. MISCELLANEOUS

A. Any notice required or permitted by this Agreement shall be in writing and shall be deemed given at the time it is deposited in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the party to whom it is to be given as follows:

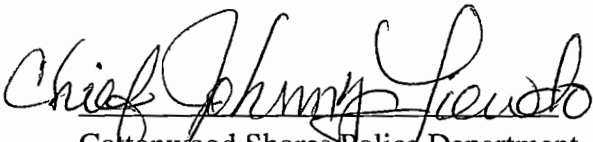
Burnet County
220 S. Pierce St.
Burnet, TX 78611

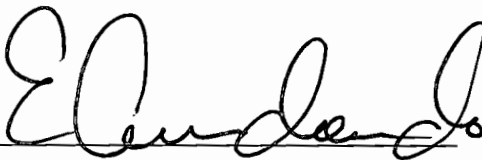
Cottonwood Shores Police Department
3915 Cottonwood Dr.
Cottonwood Shores, TX 78657

B. This Agreement contains the entire agreement of the Parties hereto and supersedes all prior agreements, contracts, and understandings whether written or otherwise between the Parties relating to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. In the event any provision(s) of this Agreement is found to be legally invalid or unenforceable for any reason, all remaining provisions of this Agreement will remain in full force and effect.

C. This Agreement shall be binding upon and shall ensure to the benefit of the contracted provider and to the Participating Agency's' successors as assigns. Any rights or obligations shall construe nothing contained in this Agreement hereunder, and such assignment is expressly prohibited without the prior written consent of either Party.

IN WITNESS WHEREOF, Burnet County and the Participating Agency have duly executed this Agreement on the 27th day of March, 2019.


Chief Johnny Lewis
Cottonwood Shores Police Department


Eduardo Arredondo
Burnet County Attorney


James Oakley
Burnet County Judge

ATTACHMENT "A"

MEMORANDUM OF UNDERSTANDING WITH BURNET COUNTY PARTICIPATING AGENCY

This agreement (Hereafter "Agreement") is entered into the 25 day of March between Burnet County (Hereafter "County") and Granite Shoals Police Department (Hereafter "Participating Agency").

I. RESPONSIBILITIES

A. Burnet County will administer the Blood Alcohol Taskforce program and enter an agreement with a provider, hereinafter "the Contracted Provider" for phlebotomy services under the program. The Contracted Provider shall provide personnel requested by the County or the Participating Agency to collect a blood specimen for criminal investigation purposes. Services provided by the Contracted Provider shall be provided at the Burnet County Jail (Hereafter "Jail"), located at 900 County Lane, Burnet, Texas 78611, or other location as agreed upon by the County and Contracted Provider.

B. The phlebotomist will take the blood and give the samples to the officer who will be responsible for evidence control. The phlebotomist will sign any documents requested by the Jail or the officer.

C. The Contracted Provider shall maintain professional liability coverage including its agents and employees, in the minimum amount of One Million (\$1,000,000) Dollars for each occurrence. This minimum amount may represent coverage in any combination of primary and excess amounts, and Contracted Provider shall provide the County with a certificate of insurance as evidence that this coverage has been obtained.

D. County and Participating Agency agree and understand that Contracted Provider is a governmental entity performing a governmental function by participating in this MOU with other governmental entities.

The services provided for herein are governmental functions, and the Contracted Provider, County and Participating Agencies (collectively Parties) shall be engaged in the conduct of a governmental function while providing and/or performing any service pursuant to this Agreement. The relationship of the Parties shall, with respect to that part of any service or function undertaken as a result of or pursuant to this MOU, be that of independent contractors. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship between the Parties.

Each Party reserves and does not waive any defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from or in connection with this

Agreement. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and no Party shall be held legally liable for any claim or cause of action arising pursuant to or in connection with this Agreement except as specifically provided herein or by law.

No Party waives or relinquishes any immunity or defense on behalf of itself, its commissioners, councilmembers, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants and agreements contained herein.

E. The Contracted Provider will perform services and duties required hereunder as an independent contractor and not as an employee, agent, partners of or pertaining to a joint venture with the County or Participating Agency. All personnel provided by the Contracted Provider to the County or Participating Agency shall, for all purposes, be considered employees of the Contracted Provider.

III. LEGISLATIVE LIMITATIONS

A. Should the agreement between the County and the Contracted Provider terminate for any reason, this Agreement will immediately terminate.

B. In the event of any litigation by any party to enforce or defend its rights under this Agreement, the prevailing party, in addition to all other relief, shall be entitled to reasonable attorney's fees.

IV. TERM AND TERMINATION

A. This Agreement shall become effective April 1, 2019 (Hereafter "Effective Date") and shall remain in effect until September 30, 2019. This Agreement shall automatically renew for successive one (1) year periods, beginning on October 1st of each year, unless otherwise terminated as provided for herein.

B. Either party may terminate this Agreement without cause upon sixty (60) days of written notice to the other Party.

C. Participating Agency may immediately terminate this Agreement in the event the Contracted Provider:

1. Fails to perform services required in accordance with appropriate standards of quality;
2. Fails to comply with any of the terms and conditions of its' agreement with the County;

3. Fails to comply with the County's written policy and procedures after being given notice of such failure to comply.

V. MISCELLANEOUS

A. Any notice required or permitted by this Agreement shall be in writing and shall be deemed given at the time it is deposited in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the party to whom it is to be given as follows:

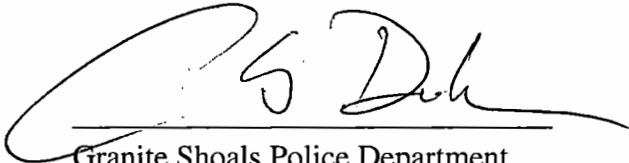
Burnet County
220 S. Pierce St.
Burnet, TX 78611

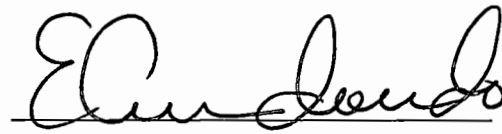
Granite Shoals Police Department
410 N. Phillips Ranch Road
Granite Shoals, TX 78654

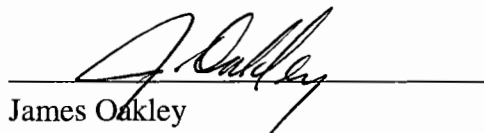
B. This Agreement contains the entire agreement of the Parties hereto and supersedes all prior agreements, contracts, and understandings whether written or otherwise between the Parties relating to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. In the event any provision(s) of this Agreement is found to be legally invalid or unenforceable for any reason, all remaining provisions of this Agreement will remain in full force and effect.

C. This Agreement shall be binding upon and shall ensure to the benefit of the contracted provider and to the Participating Agency's' successors as assigns. Any rights or obligations shall construe nothing contained in this Agreement hereunder, and such assignment is expressly prohibited without the prior written consent of either Party.

IN WITNESS WHEREOF, Burnet County and the Participating Agency have duly executed this Agreement on the 25 day of March, 2019.


Granite Shoals Police Department
Capt. Chris Decker


Eduardo Arredondo
Burnet County Attorney


James Oakley
Burnet County Judge

ATTACHMENT "A"

MEMORANDUM OF UNDERSTANDING WITH BURNET COUNTY PARTICIPATING AGENCY

This agreement (Hereafter "Agreement") is entered into the 25 day of March between Burnet County (Hereafter "County") and Horseshoe Bay Police Department (Hereafter "Participating Agency").

I. RESPONSIBILITIES

A. Burnet County will administer the Blood Alcohol Taskforce program and enter an agreement with a provider, hereinafter "the Contracted Provider" for phlebotomy services under the program. The Contracted Provider shall provide personnel requested by the County or the Participating Agency to collect a blood specimen for criminal investigation purposes. Services provided by the Contracted Provider shall be provided at the Burnet County Jail (Hereafter "Jail"), located at 900 County Lane, Burnet, Texas 78611, or other location as agreed upon by the County and Contracted Provider.

B. The phlebotomist will take the blood and give the samples to the officer who will be responsible for evidence control. The phlebotomist will sign any documents requested by the Jail or the officer.

C. The Contracted Provider shall maintain professional liability coverage including its agents and employees, in the minimum amount of One Million (\$1,000,000) Dollars for each occurrence. This minimum amount may represent coverage in any combination of primary and excess amounts, and Contracted Provider shall provide the County with a certificate of insurance as evidence that this coverage has been obtained.

D. County and Participating Agency agree and understand that Contracted Provider is a governmental entity performing a governmental function by participating in this MOU with other governmental entities.

The services provided for herein are governmental functions, and the Contracted Provider, County and Participating Agencies (collectively Parties) shall be engaged in the conduct of a governmental function while providing and/or performing any service pursuant to this Agreement. The relationship of the Parties shall, with respect to that part of any service or function undertaken as a result of or pursuant to this MOU, be that of independent contractors. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship between the Parties.

Each Party reserves and does not waive any defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from or in connection with this

Agreement. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and no Party shall be held legally liable for any claim or cause of action arising pursuant to or in connection with this Agreement except as specifically provided herein or by law.

No Party waives or relinquishes any immunity or defense on behalf of itself, its commissioners, councilmembers, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants and agreements contained herein.

E. The Contracted Provider will perform services and duties required hereunder as an independent contractor and not as an employee, agent, partners of or pertaining to a joint venture with the County or Participating Agency. All personnel provided by the Contracted Provider to the County or Participating Agency shall, for all purposes, be considered employees of the Contracted Provider.

III. LEGISLATIVE LIMITATIONS

A. Should the agreement between the County and the Contracted Provider terminate for any reason, this Agreement will immediately terminate.

B. In the event of any litigation by any party to enforce or defend its rights under this Agreement, the prevailing party, in addition to all other relief, shall be entitled to reasonable attorney's fees.

IV. TERM AND TERMINATION

A. This Agreement shall become effective April 1, 2019 (Hereafter "Effective Date") and shall remain in effect until September 30, 2019. This Agreement shall automatically renew for successive one (1) year periods, beginning on October 1st of each year, unless otherwise terminated as provided for herein.

B. Either party may terminate this Agreement without cause upon sixty (60) days of written notice to the other Party.

C. Participating Agency may immediately terminate this Agreement in the event the Contracted Provider:

1. Fails to perform services required in accordance with appropriate standards of quality;
2. Fails to comply with any of the terms and conditions of its' agreement with the County;

3. Fails to comply with the County's written policy and procedures after being given notice of such failure to comply.

V. MISCELLANEOUS

A. Any notice required or permitted by this Agreement shall be in writing and shall be deemed given at the time it is deposited in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the party to whom it is to be given as follows:

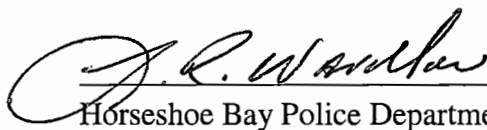
Burnet County
220 S. Pierce St.
Burnet, TX 78611

Horseshoe Bay Police Department
1 Community Dr.
Horseshoe Bay, TX 78657

B. This Agreement contains the entire agreement of the Parties hereto and supersedes all prior agreements, contracts, and understandings whether written or otherwise between the Parties relating to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. In the event any provision(s) of this Agreement is found to be legally invalid or unenforceable for any reason, all remaining provisions of this Agreement will remain in full force and effect.

C. This Agreement shall be binding upon and shall ensure to the benefit of the contracted provider and to the Participating Agency's successors as assigns. Any rights or obligations shall construe nothing contained in this Agreement hereunder, and such assignment is expressly prohibited without the prior written consent of either Party.

IN WITNESS WHEREOF, Burnet County and the Participating Agency have duly executed this Agreement on the ____ day of _____, 20____.


Horseshoe Bay Police Department


Eduardo Arredondo
Burnet County Attorney


James Oakley
Burnet County Judge

ATTACHMENT "A"

MEMORANDUM OF UNDERSTANDING WITH BURNET COUNTY PARTICIPATING AGENCY

This agreement (Hereafter "Agreement") is entered into the ___ day of _____ between Burnet County (Hereafter "County") and Marble Falls Police Department (Hereafter "Participating Agency").

I. RESPONSIBILITIES

A. Burnet County will administer the Blood Alcohol Taskforce program and enter an agreement with a provider, hereinafter "the Contracted Provider" for phlebotomy services under the program. The Contracted Provider shall provide personnel requested by the County or the Participating Agency to collect a blood specimen for criminal investigation purposes. Services provided by the Contracted Provider shall be provided at the Burnet County Jail (Hereafter "Jail"), located at 900 County Lane, Burnet, Texas 78611, or other location as agreed upon by the County and Contracted Provider.

B. The phlebotomist will take the blood and give the samples to the officer who will be responsible for evidence control. The phlebotomist will sign any documents requested by the Jail or the officer.

C. The Contracted Provider shall maintain professional liability coverage including its agents and employees, in the minimum amount of One Million (\$1,000,000) Dollars for each occurrence. This minimum amount may represent coverage in any combination of primary and excess amounts, and Contracted Provider shall provide the County with a certificate of insurance as evidence that this coverage has been obtained.

D. County and Participating Agency agree and understand that Contracted Provider is a governmental entity performing a governmental function by participating in this MOU with other governmental entities.

The services provided for herein are governmental functions, and the Contracted Provider, County and Participating Agencies (collectively Parties) shall be engaged in the conduct of a governmental function while providing and/or performing any service pursuant to this Agreement. The relationship of the Parties shall, with respect to that part of any service or function undertaken as a result of or pursuant to this MOU, be that of independent contractors. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship between the Parties.

Each Party reserves and does not waive any defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from or in connection with this

Agreement. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and no Party shall be held legally liable for any claim or cause of action arising pursuant to or in connection with this Agreement except as specifically provided herein or by law.

No Party waives or relinquishes any immunity or defense on behalf of itself, its commissioners, councilmembers, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants and agreements contained herein.

E. The Contracted Provider will perform services and duties required hereunder as an independent contractor and not as an employee, agent, partners of or pertaining to a joint venture with the County or Participating Agency. All personnel provided by the Contracted Provider to the County or Participating Agency shall, for all purposes, be considered employees of the Contracted Provider.

III. LEGISLATIVE LIMITATIONS

A. Should the agreement between the County and the Contracted Provider terminate for any reason, this Agreement will immediately terminate.

B. In the event of any litigation by any party to enforce or defend its rights under this Agreement, the prevailing party, in addition to all other relief, shall be entitled to reasonable attorney's fees.

IV. TERM AND TERMINATION

A. This Agreement shall become effective April 1, 2019 (Hereafter "Effective Date") and shall remain in effect until September 30, 2019. This Agreement shall automatically renew for successive one (1) year periods, beginning on October 1st of each year, unless otherwise terminated as provided for herein.

B. Either party may terminate this Agreement without cause upon sixty (60) days of written notice to the other Party.

C. Participating Agency may immediately terminate this Agreement in the event the Contracted Provider:

1. Fails to perform services required in accordance with appropriate standards of quality;
2. Fails to comply with any of the terms and conditions of its' agreement with the County;

3. Fails to comply with the County's written policy and procedures after being given notice of such failure to comply.

V. MISCELLANEOUS

A. Any notice required or permitted by this Agreement shall be in writing and shall be deemed given at the time it is deposited in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the party to whom it is to be given as follows:

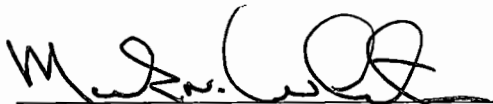
Burnet County
220 S. Pierce St.
Burnet, TX 78611

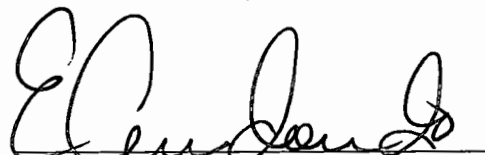
Marble Falls Police Department
606 Ave. N
Marble Falls, TX 78654

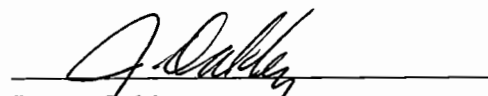
B. This Agreement contains the entire agreement of the Parties hereto and supersedes all prior agreements, contracts, and understandings whether written or otherwise between the Parties relating to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. In the event any provision(s) of this Agreement is found to be legally invalid or unenforceable for any reason, all remaining provisions of this Agreement will remain in full force and effect.

C. This Agreement shall be binding upon and shall ensure to the benefit of the contracted provider and to the Participating Agency's' successors as assigns. Any rights or obligations shall construe nothing contained in this Agreement hereunder, and such assignment is expressly prohibited without the prior written consent of either Party.

IN WITNESS WHEREOF, Burnet County and the Participating Agency have duly executed this Agreement on the 25th day of March, 2019.


Marble Falls Police Department


Eduardo Arredondo
Burnet County Attorney


James Oakley
Burnet County Judge