



TEXAS ASSOCIATION of COUNTIES RISK MANAGEMENT POOL

Certificate of Liability Coverage

P.O. Box 2131 | Austin, Texas 78768 | (512) 478-8753

Issue Date: 07/21/2023

The Texas Association of Counties Risk Management Pool (Pool) is created by Chapter 119 of the Local Government Code to enable each county or county related governmental entity to provide self-insurance coverage against liability claims. The specified member participates in this Pool under an agreement pursuant to the provisions of and operates under the Chapter 791, Texas Government Code Annotated.

COVERED MEMBER

Burnet County
220 S Pierce St Rm 1
Burnet, TX 78611-3136

CERTIFICATE HOLDER

Cadence Equipment Finance, a division of Cadence Bank
1222 Rogers Ave.
Fort Smith, AR 72901

This certificate is issued as a matter of information only and presents no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the Pool. The certificate does verify that coverage has been placed for the period(s) indicated below, but should coverage be cancelled before expiration date, notice will be delivered in accordance with the provisions within the coverage document or inter-local agreement. Coverage provided by the Pool described on this certificate is subject to all the terms, exclusions and conditions of the coverage document issued by the Pool.

COVERAGE

LIMITS OF LIABILITY

AUTO Liability

Effective Date: 07/21/2023 Expiration Date: 04/01/2024

- ☒ Scheduled Autos
☒ Hired/Non-Owned

Bodily Injury (per person)	\$100,000
Bodily Injury (per occurrence)	\$300,000
Property Damage (per occurrence)	\$100,000

AUTO Physical Damage

Effective Date: 07/21/2023 Expiration Date: 04/01/2024

- ☒ Comprehensive
☒ Collision
☒ Loss Payee

Auto Physical Damage - Property Damage (Actual Cash Value)	\$661,248
Deductible	\$1,000

ADDITIONAL DESCRIPTION

2024 MACK GR64F W/ OX BODY 1M2GR4GC4RM039543 1M2GR4GC6RM039544 1M2GR4GC1RM039550 1M2GR4GC3RM039551

Authorized Representative

Michael Shannon
Director, Risk Management Services
Texas Association of Counties

BURNET COUNTY ATTORNEY'S OFFICE

**Victim Services
Hot Checks Division**



**Criminal Division
Civil Division**

**Eddie Arredondo
Burnet County Attorney**

July 25, 2023

Cadence Equipment Finance,
Cadence Bank Division
1222 Rogers Ave.
Fort Smith, AR 72901

Re: Equipment Lease- Purchase Agreement dated 7-25-23 and Lease Schedule No. 004 dated 7-25-23 by and between Cadence Equipment Finance, a division of Cadence Bank, as Lessor, and Burnet County, Texas, as Lessee

Ladies and Gentlemen,

As the Burnet County Attorney, I am the attorney for Burnet County, Texas (Lessee). Pursuant to the above-referenced transaction, I am familiar with the said Equipment Lease – Purchase Agreement and Lease Schedule No. (Agreement).

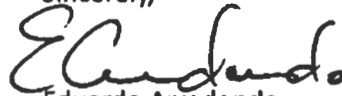
Based on the examination of the Agreement and such other documents, records, and papers as I deemed to be relevant and necessary as the basis for my opinion set forth below, it is my opinion that:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State of Texas, and has a substantial amount of at least one of the following sovereign powers: (a) the power to tax (b) the power of eminent domain, and (c) police power. Lessee is authorized by the Constitution and laws of the State of Texas to enter in the transactions contemplated by the Agreement and to carry out its obligations thereunder.
2. The Agreement has been duly authorized, executed and delivered by the Lessee and constitutes a valid, legal and binding obligation of the Lessee enforceable in accordance with its terms.
3. No further approval, consent or withholding of objections is required from any federal, state or local government authority with respect to the entering into or performance by the Lessee of the Agreement and the transactions contemplated thereby.
4. The entering into and performance of the Agreement and other related documents will not violate any judgement, order, law, or regulation applicable to the Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or

other encumbrance upon any assets of the Lessee or the leased equipment pursuant to an indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument to which the Lessee is a party or by which it or its assets may be bound.

5. There are no actions, suits or proceedings pending or, to the knowledge of the Lessee, threatened against or affecting the Lessee in any court or before any governmental commission, board or authority which if adversely determined, will have a material adverse effect on the ability of the Lessee to perform its obligations under the Agreement.
6. The equipment subject to the Agreement is personal property and when subjected to use by the Lessee, will not be or become fixtures under the laws of the State of Texas.
7. All required open meeting laws and public bidding procedures regarding the award and approval of the Agreement have been followed by the Lessee.

You and your successors and assigns are entitled to rely upon this opinion.

Sincerely,

Eduardo Arredondo
Burnet County Attorney

SCHEDULE A-1

Burnet County, Texas

Master Lease Number: 107953

Delivery Order Number: .004

One (1) 2024 Mack GR64F Truck (VIN: 1M2GR4GC4RM039543) with Ox Dump Body (S/N: TBD)

One (1) 2024 Mack GR64F Truck (VIN: 1M2GR4GC6RM039544) with Ox Dump Body (S/N: TBD)

One (1) 2024 Mack GR64F Truck (VIN: 1M2GR4GC1RM039550) with Ox Dump Body (S/N: TBD)

One (1) 2024 Mack GR64F Truck (VIN: 1M2GR4GC3RM039551) with Ox Dump Body (S/N: TBD)