

The State of Texas {}

County of Burnet {} On this the 24th day of October 2023, the Burnet County Commissioners Court met in regular session. The following members of the court were present:

Present: County Judge James Oakley; Commissioner Precinct 1 Jim Luther, Jr.; Commissioner Precinct 3 Billy Wall; Commissioner Precinct 4 Joe Don Dockery

Absent: Commissioner Precinct 2 Damon Beierle

Attendees: Vicinta Stafford, County Clerk; Karin Smith, County Auditor

AGENDA

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

REGULAR MEETING DATE: Tuesday October 24, 2023 MEETING TIME: 9:00 a.m.

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

1. Call to Order
2. Invocation and Pledge of Allegiance to the flags.
3. Public Comments – Pursuant to Texas Government Code 551.007 (b), any person may make comment on any item appearing on the agenda. Any comments made will not be addressed by the Commissioners Court during the Public Comments agenda item. Public Comments are limited to three (3) minutes per person.
4. Discussion and/or action regarding updating current Rules of Conduct for Commissioners Court meeting, previously approved February 12, 2007 (Oakley)
5. Discussion and/or action concerning ordering a survey and deed record research for the property related to Oakalla School House/Community Center and Volunteer Fire Dept. (Oakley)
6. Discussion and/or action regarding the acceptance of donations for the Precinct 4 Thanksgiving luncheon (Dockery)
7. Discussion and/or action regarding the approval of a bond for Doug Ferguson, Elections Administrator (Oakley/Stafford)
8. Discussion and/or action regarding the Child Abuse Prevention Fund and potential disbursements to qualified entities (Oakley)
9. Discussion and/or action regarding the Optional County Safety Fund and the identifying of qualified

organizations to receive funding. Discussion and action may include the awards of funds (Oakley/Smith)

10. Discussion and/or action concerning the release of the maintenance portion of cash bond CB-21-0-28, in the amount of \$29,000 for the SLM Ranch Subdivision (Luther)

11. Discussion and/or action concerning a request for a variance from the Burnet County Subdivision Regulations by Stanley O. Cozby for a 5.18 acre tract out of BCAD parcel 108588 located in the 2500 block of CR 403 (Dockery)

12. Discussion and/or action concerning a request for a variance from the Burnet County Subdivision Regulations by Rocky Parks for a 2 acre tract out of a 7 acre tract identified as BCAD parcel 102057, located in the 300 Block of Cee Run Road (Wall)

13. Discussion and/or action concerning a replat of Lot 19A, Block B, The Oaks at Spicewood to be known as Lots 19B and 19C, Block B, The Oaks at Spicewood, creating 2 lots out of 1 (Dockery)

14. Discussion and/or action concerning a replat of Lots 4 and 5, Kingsland Hills, Block A, Sec. 1, to be known as Lot 4A, Kingsland Hills, Block A, Sec. 1, a combination of 2 lots into 1 (Luther)

15. Discussion and/or action concerning a replat of Lots 739 and 740, Sherwood Shores III-B, to be known as Lot 739A, Sherwood Shores III-B, a combination of 2 lots into 1 (Luther)

16. Presentation of Preliminary findings from the groundwater study for Burnet County by Dr. Neil Deeds, with Intera (Oakley)

17. Discussion and/or action regarding a preliminary plat for the Bluffs at Yancy Creek, a private subdivision consisting of 53 lots on 318.61 acres located in the 1500 block of CR 105 (Luther)

18. Executive Session. Discussion with Burnet County Commissioner's Court and the County Civil Attorney(s) and/or the County Attorney in accordance with Texas Government Codes 551.071. The Commissioners Court reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any matters as authorized by the Texas Government Code including, but not limited to, Sections: 551/071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), 551.087 (Economic Development), 418.183 (Deliberations about Homeland Security Issues), 551.0725 (Contracts being negotiated).

19. Reconvene in Open Session.

20. Discussion and/or action regarding items discussed in Executive Session and take up for Consideration and possible action, pursuant to Chapter 262, Texas Local Government Code.

21. Discussion and/or action regarding Department Updates:

22. Acknowledgement of Receipt:

- a. TCEQ Notice of Receipt of Application and Intent to Obtain Water Quality Permit
- b. MIS Summary
- c. Texas Commission on Jail Standards letter

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

- a. Inmate Housing Agreement with Lamb County, and Collin County
- b. Agreement with DebtBook For GASB 96 software
- c. Approval to apply and sign the resolution for the FY 2024 Formula Grant for Indigent Defense Grant Program from Texas Indigent Defense Commission
- d. Ratify signature for the Reliable Tire Agreement for the tire trailer for the HHW Collection event

scheduled for October 21, 2023

- e. Vista DMS3 Server license Agreement for Elections
- f. Aramark Correctional Services Amendment #3 for Commissary Services
- g. Interlocal Contract Amendment for Next Generation 911 Database
- h. Kologik LLC Software Service Agreement Constable 4, Constable 2 and Constable
- i. Tourism Sponsorships for the following events: Christmas on the Square (\$1500); Bertram Country Christmas (\$1000); Walkway of Lights (\$1500); Hill Country Downhill (\$500)
- j. Work Order No. 23-280 with KC Engineering for design services for CTY Rd. 401N
- k. Enterprise Systems quote for 100 Rainbow user licenses

24. Discussion and/or action concerning calling for Bids and Bid openings, request for proposals/qualifications and related openings:

25. The following items are part of the Consent Agenda and require no deliberation by the Commissioner's Court. Any item from this agenda may be considered separately:

- a. Consideration and approval of any pending personnel issues within the policy.
- b. Consideration and approval concerning budget amendments.
- c. Consideration and approval concerning budget line item transfers.
- d. Consideration and authorization of payment of claims previously approved by the County Auditor.
- e. Acceptance of reports of County Officials as required by LGC 115.02 previously examined by the County Auditor
- f. Consideration and approval regarding Departmental equipment requests and/or property transfers.
- g. Correspondence.

26. Discussion regarding any previous agenda items.

27. Calendar Review.

28. Adjournment

Judge James Oakley, Burnet County Judge

Reviewed by: Eddie Arredondo, County Attorney

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

Item #1
Call to Order

Judge Oakley called the meeting to order at 9:00 a. m.

Item #2:
Invocation and Pledge of Allegiance to the Flags

Invocation and pledge led by Joe Don Dockery.

Item #3:
Public Comments

Claire Nybro spoke regarding agenda 4.

Patricia Cope spoke regarding Open Meetings Handbook and agenda 4.

Mike Kammlah read a scripture and spoke regarding agenda 4.

Mark McDonald spoke regarding border security.

Attachments:

Claire Nybro handout

Patricia Cope handout

Item #4:
Updating current Rules of Conduct for Commissioners Court meeting

The court discussed updating current Rules of Conduct for Commissioners Court meeting, previously approved February 12, 2007.

Judge Oakley spoke regarding his reasoning for the new rules.

Comm. Dockery spoke giving his opinion.

Lisa Whithead read Damon Beierle's statement on the agenda item.

Comm. Wall spoke giving his opinion.

Mark McDonald, Mike Kammlah and Patricia Cope spoke from the crowd.

Motion is made by: Commissioner Precinct 3 Billy Wall, Seconded by: Commissioner Precinct 4 Joe Don Dockery to edit the draft on the Rules of Conduct for Commissioners Court meeting, previously approved February 12, 2007.

Vote: 4 - 0 Passed - Unanimously

Attachments:

Comm. Beierle statement

Rules of Conduct for Commissioners Court meeting previously approved February 12, 2007

Draft of Rules of Conduct for Commissioners Court meeting

Item #5:

Oakalla School House/Community Center and Volunteer Fire Dept.

The court discussed ordering a survey and deed record research for the property related to Oakalla School House/Community Center and Volunteer Fire Dept.

Judge Oakley and Herb Darling spoke on this agenda item.

Karin Smith, County Auditor, asked for clarification on funding source.

Judge Oakley clarified it would come from the General Fund.

Motion is made by: Commissioner Precinct 1 Jim Luther, Jr., Seconded by: Commissioner Precinct 3 Billy Wall to approve ordering a survey and deed record research for the property related to Oakalla School House/Community Center and Volunteer Fire Dept

Vote: 4 - 0 Passed - Unanimously

Item #6:

Donations for the Precinct 4 Thanksgiving luncheon

The acceptance of donations for the Precinct 4 Thanksgiving luncheon.

The court took no action on this agenda item.

Item #7:

Approval of a bond for Doug Ferguson, Elections Administrator

The court discussed the approval of a bond for Doug Ferguson, Elections Administrator.

Judge Oakley stated the bond amount is \$10,000.00, the statutory amount required.

Motion is made by: Commissioner Precinct 4 Joe Don Dockery, Seconded by: Commissioner Precinct 1 Jim Luther, Jr. to approve the bond for Doug Ferguson, Elections Administrator.

Vote: 4 - 0 Passed - Unanimously

Attachments:

Bond for Doug Ferguson, Elections Administrator

Item #8:

Child Abuse Prevention Fund

The court was open for discussion regarding the Child Abuse Prevention Fund and potential disbursements to qualified entities.

The court took no action on this agenda item.

Attachments:

Child Abuse Prevention Fund and potential disbursements to qualified entities

Item #9:

Optional County Safety Fund

The court was open for discussion regarding the Optional County Safety Fund and the identifying of qualified organizations to receive funding. Discussion and action may include the awards of funds.

The court took no action on this agenda item.

Attachments:

Optional County Safety Fund and the identifying of qualified organizations to receive funding. Discussion and action may include the awards of funds

Item #10:

Cash bond CB-21-0-28, in the amount of \$29,000 for the SLM Ranch Subdivision

The release of the maintenance portion of cash bond CB-21-0-28, in the amount of \$29,000 for the SLM Ranch Subdivision.

The court took no action on this agenda item.

Item #11:

Variance - Stanley O. Cozby

The court discussed a request for a variance from the Burnet County Subdivision Regulations by Stanley O. Cozby for a 5.18 acre tract out of BCAD parcel 108588 located in the 2500 block of CR 403.

Motion is made by: Commissioner Precinct 4 Joe Don Dockery, Seconded by: Commissioner Precinct 3 Billy Wall to approve variance from the Burnet County Subdivision Regulations by Stanley O. Cozby for a 5.18 acre tract out of BCAD parcel 108588 located in the 2500 block of CR 403.

Vote: 4 - 0 Passed - Unanimously

Attachments:

Request for a variance from the Burnet County Subdivision Regulations by Stanley O. Cozby for a 5.18 acre tract out of BCAD parcel 108588 located in the 2500 block of CR 403

Item #12:

Variance - Rocky Parks

The court discussed a request for a variance from the Burnet County Subdivision Regulations by Rocky Parks for a 2 acre tract out of a 7 acre tract identified as BCAD parcel 102057, located in the 300 Block of Cee Run Road.

Motion is made by: Commissioner Precinct 3 Billy Wall, Seconded by: Commissioner Precinct 1 Jim Luther, Jr. to approve a request for a variance from the Burnet County Subdivision Regulations by Rocky Parks for a 2 acre tract out of a 7 acre tract identified as BCAD parcel 102057, located in the 300 Block of Cee Run Road.

Vote: 4 - 0 Passed - Unanimously

Attachments:

Variance Rocky Parks

Item #13:

Replat of Lot 19A, Block B, The Oaks at Spicewood to be known as Lots 19B and 19C, Block B

The court discussed replat of Lot 19A, Block B, The Oaks at Spicewood to be known as Lots 19B and 19C, Block B, The Oaks at Spicewood, creating 2 lots out of 1.

Jason Jones had a question regarding the use and access of property.

Comm. Dockery stated the Commissioners Court has no zoning authority for purpose of property.

Motion is made by: Commissioner Precinct 4 Joe Don Dockery, Seconded by: Commissioner Precinct 1 Jim Luther, Jr. to approve replat of Lot 19A, Block B, The Oaks at Spicewood to be known as Lots 19B and 19C, Block B, The Oaks at Spicewood, creating 2 lots out of 1.

Vote: 4 - 0 Passed - Unanimously

Recessed 9:50 a.m.

Reconvened 9:55 a.m.

Item #14:

Replat of Lots 4 and 5, Kingsland Hills, Block A, Sec. 1, to be known as Lot 4A

The court discussed a replat of Lots 4 and 5, Kingsland Hills, Block A, Sec. 1, to be known as Lot 4A, Kingsland Hills, Block A, Sec. 1, a combination of 2 lots into 1.

Motion is made by: Commissioner Precinct 1 Jim Luther, Jr., Seconded by: Commissioner Precinct 3 Billy Wall to approve a replat of Lots 4 and 5, Kingsland Hills, Block A, Sec. 1, to be known as Lot 4A, Kingsland Hills, Block A, Sec. 1, a combination of 2 lots into 1.

Vote: 4 - 0 Passed - Unanimously

Item #15:

Replat of Lots 739 and 740, Sherwood Shores III-B, to be known as Lot 739A

The court discussed replat of Lots 739 and 740, Sherwood Shores III-B, to be known as Lot 739A, Sherwood Shores III-B, a combination of 2 lots into 1.

Motion is made by: Commissioner Precinct 1 Jim Luther, Jr., Seconded by: Commissioner Precinct 3 Billy Wall to approve replat of Lots 739 and 740, Sherwood Shores III-B, to be known as Lot 739A, Sherwood Shores III-B, a combination of 2 lots into 1.

Vote: 4 - 0 Passed - Unanimously

Item #16:

Presentation by Dr. Neil Deeds, with Intera

Presentation of Dr. Neil Deeds, Intera, presented the court with the preliminary findings from the groundwater study.

Attachments:

Presentation of Preliminary findings from the groundwater study for Burnet County by Dr. Neil Deeds, with Intera

Item #17:

Preliminary plat for the Bluffs at Yancy Creek

The court discussed a preliminary plat for the Bluffs at Yancy Creek, a private subdivision consisting of 53 lots on 318.61 acres located in the 1500 block of CR 105.

Motion is made by: Commissioner Precinct 1 Jim Luther, Jr., Seconded by: Commissioner Precinct 4 Joe Don Dockery to approve a preliminary plat for the Bluffs at Yancy Creek, a private subdivision consisting of 53 lots on 318.61 acres located in the 1500 block of CR 105.

Vote: 4 - 0 Passed - Unanimously

Item #18:

Executive Session

The court took no action on this agenda item.

Item #19:

Executive Session

The court took no action on this agenda item.

Item #20:

Executive Session

The court took no action on this agenda item.

Item #21:

Department Updates

Matt Olds, Senior IT Technican, and Jackie Haynes, Project IT Coordinator, gave update on IT department.

Doug Ferguson, Elections Administrator, stated early voting started Monday

Item #22:

Acknowledgement of Receipt

The court acknowledged receipts:

- a. TCEQ Notice of Receipt of Application and Intent to Obtain Water Quality Permit
- b. MIS Summary
- c. Texas Commission on Jail Standards letter

Attachments:

- a. TCEQ Notice of Receipt of Application and Intent to Obtain Water Quality Permit
- b. MIS Summary
- Texas Commission on Jail Standards letter

Item #23:

Contracts, Agreements or Grants

The court discussed contracts, agreements or grants to be approved and/or ratified:

- a. Inmate Housing Agreement with Lamb County, and Collin County
- b. Agreement with DebtBook For GASB 96 software
- c. Approval to apply and sign the resolution for the FY 2024 Formula Grant for Indigent Defense Grant Program from Texas Indigent Defense Commission
- d. Ratify signature for the Reliable Tire Agreement for the tire trailer for the HHW Collection event scheduled for October 21, 2023
- e. Vista DMS3 Server license Agreement for Elections
- f. Aramark Correctional Services Amendment #3 for Commissary Services
- g. Interlocal Contract Amendment for Next Generation 911 Database
- h. Kologik LLC Software Service Agreement Constable 4, Constable 2 and Constable 1
- i. Tourism Sponsorships for the following events: Christmas on the Square (\$1500); Bertram Country Christmas (\$1000); Walkway of Lights (\$1500); Hill Country Downhill (\$500)
- j. Work Order No. 23-280 with KC Engineering for design services for CTY Rd. 401N
- k. Enterprise Systems quote for 100 Rainbow user licenses

Claire Nybro asked what the fee was on Vista DMS3 Server license Agreement for Elections.

Karin Smith, County Auditor responded stating \$15,900.00 and the annual recurring amount is \$5,600.00.

Motion is made by: Commissioner Precinct 4 Joe Don Dockery, Seconded by: Commissioner Precinct 3 Billy Wall to approve items a-k excluding item f. Inmate Housing Agreement with Lamb County, and Collin County, Agreement with DebtBook For GASB 96 software, Approval to apply and sign the resolution for the FY 2024 Formula Grant for Indigent Defense Grant Program from Texas Indigent Defense Commission, Ratify signature for the Reliable Tire Agreement for the tire trailer for the HHW Collection event scheduled for October 21, 2023, Vista DMS3 Server license Agreement for Elections, Aramark Correctional Services Amendment #3 for Commissary Services, Interlocal Contract Amendment for Next Generation 911 Database, Kologik LLC Software Service Agreement Constable 4, Constable 2 and Constable 1, Tourism Sponsorships for the following events: Christmas on the Square (\$1500); Bertram Country Christmas (\$1000); Walkway of Lights (\$1500); Hill Country Downhill (\$500), Work Order No. 23-280 with KC Engineering for design services for CTY Rd. 401N, Enterprise Systems quote for 100 Rainbow user licenses

Vote: 4 - 0 Passed - Unanimously

Attachments:

- a. Inmate Housing Agreement with Lamb County, and Collin County
- b. Agreement with DebtBook For GASB 96 software
- c. Approval to apply and sign the resolution for the FY 2024 Formula Grant for Indigent Defense Grant Program from Texas Indigent Defense Commission
- d. Ratify signature for the Reliable Tire Agreement for the tire trailer for the HHW Collection event scheduled for October 21, 2023
- f. Aramark Correctional Services Amendment #3 for Commissary Services
- h. Kologik LLC Software Service Agreement Constable 4, Constable 2 and Constable 1
- i. Tourism Sponsorships for the following events Christmas on the Square (\$1500) Bertram Country Christmas (\$1000) Walkway of Lights (\$1500) Hill Country Downhill (\$500)
- j. Work Order No. 23-280 with KC Engineering for design services for CTY Rd. 401N
- k. Enterprise Systems quote for 100 Rainbow user licenses

Item #24:
Bids and Bid Openings

The court discussed Bids and Bid openings, request for proposals/qualifications and related openings:

Judge Oakley stated we still have an opening for the ROW Acquisition Services Wirtz Dam project.

Karin Smith, County Auditor, stated Jail Inmate Healthcare Services and Architectural Services for Animal Shelter Facility were still open.

Judge Oakley, asked about the new roof for the courthouse at 220 S. Pierce St., needing confirmation that it has already been voted on and still needing RFP.

Karin Smith, County Auditor, confirmed needing RFP and that it was already voted on, just waiting on specs.

The court took no action on this agenda item.

Item #25:
Consent Agenda

The court discussed the Consent Agenda and require no deliberation by the Commissioner's Court. Any item from this agenda may be considered separately:

- a. Consideration and approval of any pending personnel issues within the policy
- b. Consideration and approval concerning budget amendments.
- c. Consideration and approval concerning budget line item transfers.
- d. Consideration and authorization of payment of claims previously approved by the County Auditor
- e. Acceptance of reports of County Officials as required by LGC 115.02 previously examined by the County Auditor
- f. Consideration and approval regarding Departmental equipment requests and/or property transfers
- g. Correspondence.

Motion is made by: Commissioner Precinct 1 Jim Luther, Jr., Seconded by: Commissioner Precinct 4 Joe Don Dockery to approve the Consent Agenda in its entirety.

Vote: 4 - 0 Passed - Unanimously

Attachments:
Line Item Transfers

Item #26:
Previous Agenda Items

The court has no previous agenda items.

Item #27:
Calendar Review

The court reviewed the calendar.

Item # :
Adjournment

Judge Oakley adjourned the meeting at 10:35 a.m. as there is no further business to discuss.

Signature

Attested: 
Vicenta Stafford, County Clerk

PUBLIC COMMENTS

October 24, 2023

Good morning, Claire Nybro, Burnet County voter and taxpayer. Today my public comments will focus on Item #4 on today's agenda.

Some background information is necessary for the public in the courtroom today.

Judge Oakley first put the issue of changing the way public comments are handled on the October 10, 2023 Commissioners Court Agenda. He only wants public comments at the beginning of the meeting, which means that the public is no longer allowed to comment on agenda items while discussion by the commissioners is underway. This is a giant departure from the public comments policy set by the former Burnet County Judge in 2007, which stated "The public is also invited to participate in the discussions of agenda items." (see attached)

These rules are still in effect today.

A discussion on public comments occurred at the end of the meeting on October 10th, as the court was waiting for the arrival of Commissioner Luther, who did not show up before the meeting was adjourned. The motion to change public comments was withdrawn by Commissioner Dockery.

Even though an agenda item regarding changing the rules for public comments was moved to the end of the meeting on October 10th & was subsequently never voted on because the motion was withdrawn, Judge Oakley nevertheless enforced his proposed new rule change and acted as if it were already in effect. This was evident when he would not allow a member of the public to speak on Item #25 regarding a variance request, and, in fact, he strongly admonished that person not to test him.

During a recess on October 10th before the discussion on public comments, County Attorney Eddie Arrendondo told myself and another person that the rules had been changed at the "last meeting" (this would have been the September 26th meeting). How could this have happened when there has yet to be a vote to change the rules, as far as the public knows? Was there a secret vote about which the public was not notified? Is it legal for one person to change the rules when there are 4 other elected commissioners who also have a vote?

From a Public Information Request, it has been learned that Judge Oakley directed his administrative aide to change the wording in the Agenda in an email dated September 15, 2023 (see attached), ostensibly for the next meeting. He also says in the email chain that he doesn't want "certain citizens to take over."

It could be construed as though Judge Oakley is attempting to change the public comment policy so that the First Amendment rights of "certain citizens" will be suppressed. And that, ladies and gentlemen, is yet another huge problem for Burnet County.

**Rules of Procedure and Conduct
At Meetings of the
Burnet County Commissioners Court**

1. All Regular, Special, Emergency and Executive Session Meetings of the Burnet County Commissioners Court will be called and conducted in accordance with the provisions of the Texas Open Meetings Act, Chapter 551, Government Code.
2. Regular, Special and Emergency Meetings of the Burnet County Commissioners Court are open to the public and to representatives of the media. Executive Sessions of the Commissioners Court are not open to the public, the media, and only those individuals expressly requested or ordered to be present are allowed to attend Executive Sessions.
3. The Burnet County Commissioners Court meets in Regular Session on the second and fourth Mondays of each month at 9:00 am in the Burnet County Courthouse upstairs courtroom, 220 S. Pierce, Burnet, Texas. Regular Session meeting dates are set in September of each year.
4. In order for a matter or issue to appear as an agenda item on the Agenda of any Regular Meeting of the Commissioners Court, a request must be filed in writing with AND approved by at least one member of the Commissioners Court and/or the County Judge by 12:00 noon on the Thursday immediately preceding the next Regular Meeting of the Commissioners Court.
5. Agendas are posted 72 hours prior to meeting times. Agendas are available by contacting the Burnet County Court Coordinator at 512-715-5203.
6. The business of Burnet County is conducted by and between the members of the Burnet County Commissioners Court and by those members of the County elected officials, staff, department heads, consultants, experts and/or members of the public requested to be present and to participate.
7. It is the intention of the Court to provide an open access to the citizens of Burnet County to address the Commissioners Court and to express themselves on issues of County Government. Commissioners Court provides the public the opportunity to address the Court at the beginning of each meeting. There will be no discussion at this time. The public is also invited to participate in the discussions of agenda items.
8. Members of the public are reminded that the Burnet County Commissioners Court is a Constitutional Court, with both judicial and legislative powers, created under Article V, Section 1 and Section 18 of the Texas Constitution. As a Constitutional Court, the Burnet County Commissioners Court also possesses the power to issue a Contempt of Court Citation under Section 81.024 of the Texas Local Government Code. Accordingly, members of the public in attendance at any Regular, Special and/or Emergency Meeting of the Court shall conduct themselves with proper respect and decorum in speaking to, and/or addressing the Court; in participating in public discussions before the Court; and in all actions in the presence of the Court.
9. The County Judge is the presiding officer of the Burnet County Commissioners Court and is a fully participating member thereof. In the event of the absence of the County Judge, the senior member of the Commissioners Court (in terms of total number of years as an elected Commissioner) present at the Regular, Special, Emergency Meeting or Executive Session, shall serve as the Jude Pro-Tem of the Court. However, nothing

herein shall prevent the senior member of the Commissioners Court from delegating this duty to another member of the Commissioners Court.

10. The County Judge (or the designated Judge Pro-Tem), as presiding officer of the Commissioners Court, is responsible for conducting all meetings.
11. From time to time, the Commissioners Court shall conduct town meetings, public hearings or public workshops. These rules of procedure and conduct shall also apply to such meetings, however, the Commissioners Court may adopt such additional and supplemental rules for such meetings as may be necessary and appropriate to conduct such meetings in an orderly, efficient and proper manner.

These Rules of Procedure and Conduct at Meetings of the Burnet County Commissioners Court shall be effective immediately upon adoption by the Court and shall remain in full force and effect until amended or repealed by a majority vote of the Commissioners Court.

ADOPTED BY MAJORITY VOTE OF THE BURNET COUNTY COMMISSIONERS COURT on this the ____ day of _____, 2007.

County Judge, Donna Klaeger

Commissioner Pct 1, Bill Neve

Commissioner Pct 2, Russell Graeter

Commissioner Pct 3, Ronny Hibler

Commissioner Pct 4, Joe Don Dockery

Attest:

County Clerk, Janet Parker



Shelly Denton <sdenton@burnetcountytexas.org>

Fwd: Public comment agenda item

1 message

James Oakley <judgejamesoakley@gmail.com>
 To: Shelly Denton <sdenton@burnetcountytexas.org>

Mon, Oct 16, 2023 at 1:33 PM

James Oakley
 Burnet County Judge
 512-744-5205 cell & text
 judgejamesoakley@gmail.com

Sent from iPhone

Begin forwarded message

From: James Oakley <judgejamesoakley@gmail.com>
Date: September 15, 2023 at 2:40:25 PM CDT
To: Eddie Arredondo <earredondo@burnetcountytexas.org>
Cc: Stephanie McCormick <smccormick@burnetcountytexas.org>, Karin Smith <ksmith@burnetcountytexas.org>
Subject: Re: Public comment agenda item

My primary goal is to continue meeting the legal requirements of state law. I want to continue having a public comment agenda item. What I don't want is to continue to allow certain citizens to take over. That includes "back and forth" as described on page 6 #3, which advises to avoid.

Yes, I am aware that we cannot prohibit certain voiced opinions. I'll get with you next week.

James Oakley
 Burnet County Judge
 512-744-5205 cell & text
 judgejamesoakley@gmail.com

Sent from iPhone

On Sep 15, 2023, at 1:50 PM, Eddie Arredondo <earredondo@burnetcountytexas.org> wrote:

Judge,

I need to better understand your goal with the proposed changes in our rules. Are we to continue offering general public comment at the start of the meetings? It has been the tradition which should continue in my estimation. However, I know it is not required. If the comment is not on an agenda item posted, then no response can occur from the members of the court.

Having public comment occur on posted agenda items is required. It can occur at the start of the meeting or during the discussion of the agenda items. We have traditionally allowed this during discussion of an agenda item which allows for back and forth with members of the court. In my mind, this is the better procedure to follow. Are you wanting to no longer allow general public comment and solely allow for public comment on agenda items only? If so, are you wanting it to occur only at the start of a meeting and not during discussion?

I will say that any changes to our established practices is something that I believe should be voted upon by the court. While considering these changes, why not all procedures as shown in Appendix A of the TAC publication outlined below?

Whatever changes are or are not made to public comment, it is important to also specifically state that the commissioners court may not prohibit criticism of the court, criticism of any county act, omission, policy, procedure, program, or service.

I did not

From: James Oakley <judgejamesoakley@gmail.com>
Sent: Friday, September 15, 2023 12:27 PM
To: Stephanie McCormick <smccormick@burnetcountytexas.org>
Cc: Eddie Arredondo <earredondo@burnetcountytexas.org>; Karin Smith <ksmith@burnetcountytexas.org>
Subject: Re: Public comment agenda item

Opinions voiced during public comment can be addressed by court members during the agenda item. The presiding officer of the meeting can always exercise discretion as needed, but I want firmer yet lawful rules in place.

James Oakley

10/16/23, 1:47 PM

Burnet County Mail - Fwd: Public comment agenda item

Burnet County Judge
512-744-5205 cell & text
judgejamesoakley@gmail.com

Sent from iPhone

On Sep 15, 2023, at 12:00 PM, Stephanie McCormick <smccormick@burnetcountytexas.org> wrote:

So just a question... If the court can't comment or discuss anything back w/ the audience on the agenda items how do they get the r questions answered? I think they will be even more angry if they can't get answers, but just my two cents worth from listening to them these last 2 months.

Stephanie McCormick
Burnet County Administrative Director/Court Coordinator
Judge James Oakley
512-715-5276
New email : smccormick@burnetcountytexas.org

WE ARE BACK TO IN PERSON HEARINGS. ATTORNEY AND CLIENT ARE EXPECTED TO BE PRESENT FOR THE HEARINGS.

IF THIS IS A PROBATE HEARING MATTER, PLEASE RESPOND WITHIN 24 HOURS SO THAT WE MAY CONTINUE TO GIVE OUT DATES AND TIMES TO OTHER ATTORNEYS. IF YOU NEED LONGER THAN 24 HOURS, PLEASE KNOW THAT YOUR DATE AND TIME MAY NO LONGER BE AVAILABLE AND YOU MAY NEED TO CALL FOR NEW DATE/TIMES.

On Fri, Sep 15, 2023 at 11:27 AM James Oakley <judgejamesoakley@gmail.com> wrote:

Stephanie-

Please edit the current wording for the agenda's public comment item to :

Public Comment - Pursuant to Texas Government Code 551.007 (b), any person may make comment on any item appearing on the agenda. Any comments made will not be addressed by the Commissioners Court during this agenda item. Public Comment is limited to two minutes per person.

Eddie - please review, my goal is to tighten up the rules. This was derived from :

5

10/16/23, 1:47 PM

Burnet County Mail - Fwd: Public comment agenda item

2022-Commissioners-Court-FAQ-
WEB

PDF Document 491 KB

James Oakley

Burnet County Judge

512-744-5205 cel. & text

judgejamesoakley@gmail.com

Sent from iPhone

6

County Clerk



KEN PAXTON
ATTORNEY GENERAL OF TEXAS

Dear Fellow Texans:

Founding Father James Madison once wrote that democracy without information was "but prologue to a farce or a tragedy," and he regarded the diffusion of knowledge as "the only guardian of true liberty." Texas law has long agreed the inherent right of Texans to govern themselves depends on their ability to observe how public officials conduct the people's business. The Texas Open Meetings Act was enacted to ensure the Texas government is transparent, open, and accountable to the people.

At its core, the Texas Open Meetings Act requires government entities to keep official business accessible to the public. The *Open Meetings Act Handbook* helps public officials comply with the provisions of the Texas Open Meetings Act and familiarizes our citizens with using the Open Meetings Act as a resource for obtaining information about their government. The handbook is available online and as a printable document at www.texasattorneygeneral.gov/openmeetings_hb.pdf.

As Attorney General, I am proud of my office's efforts to promote open government. We have established an Open Government Hotline for anyone seeking a better understanding of their rights and responsibilities under the law. The toll-free number is 877-OPEN TEX (877-673-6839).

Public access to the proceedings and decision-making processes of government is essential to a properly functioning and free state. It is my sincere hope that this handbook will make it easier for public officials and citizens to understand and comply with the Texas Open Meetings Act.

Best regards,

A handwritten signature in black ink that reads "Ken Paxton".

Ken Paxton
Attorney General of Texas

THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS
OPEN MEETINGS ACT *Handbook 2024*

III. Noteworthy Judicial Decisions Since 2022 Handbook

A. Judicial Decisions

In *Pete v. Dunn*, a federal district court clarified that individuals cannot generally assert claims for monetary damages for violations of the Act.⁴⁵ The *pro-se* plaintiff, Pete, filed a claim in federal district court that the Beaumont Independent School District's adoption of a mask mandate violated the 1st and 14th Amendments.⁴⁶ To these claims, he joined a state-law claim seeking monetary damages from the school board for violating the Act.⁴⁷ The court dismissed his Open Meetings Act claim as lacking "facial plausibility" under federal pleading rules.⁴⁸ The court added that Pete could not "assert a claim for monetary damages for violations of [the Act]" because the relief provided for by the Act was injunctive.⁴⁹ The court concluded the statute which Pete claimed was violated did not allow for damages and his pleading failed to state a claim for which relief could be granted.⁵⁰

In *Hardy v. Carthage Independent School District*, a federal district court ruled on the scope of section 551.146 of the Act, which makes it an offense to knowingly disclose the certified agenda or recording of a closed meeting.⁵¹ Hardy filed an employment discrimination lawsuit against his former employee, the school district.⁵² During the deposition of a school board member, the school district's counsel objected to a line of questioning related to discussions between board members at a closed meeting.⁵³ Counsel advised the board member not to answer questions on the substance of the closed meeting invoking the criminal penalty in section 551.146.⁵⁴ The court stated that section 551.146 "is not a blanket prohibition against testifying about conversations occurring in a closed meeting, it merely penalizes disclosure of the certified agenda or recording—nothing more."⁵⁵ Noting that the plain language of section 551.146 limits its application to the agenda and recording, the court declined to expand its scope beyond its plain meaning.⁵⁶

In *Burleson v. Collin County Community College District*, the Dallas Court of Appeals considered who constitutes an "interested person" in section 551.142, which sets out who has standing to sue for a violation under the Act.⁵⁷ In connection with the plaintiffs' claims, the court had the

opportunity to address disagreement among Texas appellate courts.⁵⁸ Noting that only one Texas court requires a plaintiff to allege a particular injury or damage, the court recognized the majority view is that the Act "broadly confers standing on any person who shares an injury in common with the general public."⁵⁹ Agreeing with the majority view, the court said "[i]t makes little sense to require a plaintiff to demonstrate an injury distinct from the general public when 'the interest protected by the Open Meetings Act is the interest of the general public.'"⁶⁰

In *State ex rel. Durden v. Shahan*, the Texas Supreme Court addressed the scope of "interested person" in section 551.142 of the Act in a different context.⁶¹ Durden filed three separate cases in his official capacity as county attorney on behalf of the State of Texas, two of which involved violations of the Act.⁶² He argued that because Government Code subsection 311.005(2), the Code Construction Act, defines "person" to include a "governmental subdivision or agency," that he—acting as county attorney on the state's behalf—qualified as an "interested person" under the Act.⁶³ The court rejected the argument because he "purported to file the[] suits on behalf of the state, not on behalf of a governmental subdivision or agency."⁶⁴ The court said it found nothing in the Act or in the Code Construction Act "to support the notion that the state itself qualifies as an 'interested person.'"⁶⁵ The Court referred to the Legislature's 2019 amendment of section 551.142, which authorizes the attorney general to bring certain actions related to the enforcement of one of the Act's provisions and observed that such change would have been unnecessary and meaningless if an "interested person" included the state.

In an unpublished opinion, *In re City of Amarillo*, the Amarillo Court of Appeals held a meeting notice failed to substantially comply with the Act.⁶⁶ The case involved a taxpayer's suit against the City of Amarillo challenging the city's plan to pay for renovations and expansion of its civic center complex.⁶⁷ For context, the city's voters had previously voted against a \$275 million bond proposition regarding the civic center complex, and the city was precluded from issuing certificates of obligation to fund the project for three years.⁶⁸ The city worked on a plan involving several proposed ordinances to generate \$260.525 million by other financing mechanisms not requiring voter approval.⁶⁹ The court considered meeting notice issues with respect one of the ordinances.⁷⁰ The notice vaguely recited "the discussion and consideration of an ordinance authorizing the issuance of the City of Amarillo, Texas Combination Tax and Revenue Notes, Series 2022A

⁴⁵ *Pete v. Dunn*, No. 1:21-CV-546, 2022 WL 2032306 (E.D. Tex. May 11, 2022).

⁴⁶ *Id.* at *1.

⁴⁷ *Id.* at *5-6.

⁴⁸ *Id.* at 5.

⁴⁹ *Id.* at 6.

⁵⁰ *Id.*

⁵¹ *Hardy v. Carthage Indep. Sch. Dist.*, No. 2:19-CV-00277, 2022 WL 609151 (E.D. Tex. Mar. 1, 2022).

⁵² *Id.* at *1.

⁵³ *Id.*

⁵⁴ *Id.*

⁵⁵ *Id.*

⁵⁶ *Id.* at *2 (noting that its interpretation of section 551.146 is "further corroborated by" Attorney General Opinion JM-1071, which construed section 551.146's statutory predecessor to not prohibit persons present at an executive session from afterwards talking about the subject matter of the session).

⁵⁷ *Burleson v. Collin Cnty. Cmty. Coll. Dist.*, No. 05-21-00088-CV, 2022 WL 17817965 (Tex. App.—Dallas Dec. 20, 2022, no pet. h.) (mem. op.).

⁵⁸ *Id.* at *9.

⁵⁹ *Id.* (citing *Dallas Indep. Sch. Dist. v. Peters*, No. 05-14-00759-CV, 2015 WL 8732420, at *9 (Tex. App.—Dallas Dec. 14, 2015, pet. denied) (mem. op.)).

⁶⁰ *Id.* (quoting *Save Our Springs All., Inc. v. Lowry*, 934 S.W.2d 161, 163 (Tex. App.—Austin 1996, orig. proceeding (leave denied))).

⁶¹ *State ex rel. Durden v. Shahan*, 658 S.W.3d 300 (Tex. 2022).

⁶² *Id.* at 302.

⁶³ *Id.* at 303-04.

⁶⁴ *Id.*

⁶⁵ *Id.* at 304.

⁶⁶ *In re City of Amarillo*, No. 07-22-00341-CV, 2023 WL 5279473, at *5 (Tex. App.—Amarillo Aug. 16, 2023, no pet. h.) (mem. op.).

⁶⁷ *Id.* at *1.

⁶⁸ *See id.*

⁶⁹ *See id.*

⁷⁰ *See id.* at *1-2.

2/7

2024-08-16

resolving other matters incident and related thereto including the approval of a paying agent/registrant agreement and a purchase contract.⁷¹ Citing two prior Texas Supreme Court cases, the court first considered whether the notice's description of the ordinance required a higher degree of specificity due to any special interest of the public.⁷² Then it considered the adequacy of the notice.⁷³

In concluding the issue was one of special interest to the public such that the notice required more detail, the court noted that the project had occupied over a decade of the city's time and that the proposed financing "would have an effect to be felt for years to come."⁷⁴ The court was particularly troubled by the fact that the issue had been submitted to—and rejected by—the voters less than two years earlier.⁷⁵ The court also observed that the notice did not adequately inform the public that the purpose of the alternative financing vehicle was to revive the "previously-voter-rejected civic center project."⁷⁶ The court recognized that notice under the Act need not state all the consequences that might flow from an action, but criticized the city's vague description of the financing vehicles and its omission from the notice of the its intent to finance more than a quarter-billion dollars.⁷⁷ Lastly, the court noted the notice was "patently incorrect" and misled the public by suggesting that the debt would be secured by a "combination of taxes and revenue" instead of solely by ad valorem taxes as provided by the actual executed ordinance and finance documents.⁷⁸

Lastly, the court also considered and disregarded the city's argument that a citizen's appearance at the city council meeting "refuted" any conclusion that the notice was deficient.⁷⁹ The court asked whether attendance by one citizen excused the city's obligations to its other citizens.⁸⁰ The court concluded the notice did not substantially comply with the Act and found the ordinance void.⁸¹

⁷¹ *Id.* at *2.

⁷² See *id.* at *4–5 (relying on *Cox Enters., Inc. v. Bd. of Trs.*, 706 S.W.2d 956 (Tex. 1986) and *City of San Antonio v. Fourth Court of Appeals*, 820 S.W.2d 762, 763 (Tex. 1991)).

⁷³ See *id.* at *5–6.

⁷⁴ *Id.* at *5.

⁷⁵ *Id.*

⁷⁶ *Id.*

⁷⁷ See *id.* at *6 (disagreeing with the city's position that the Act is satisfied "so long as the notice mentions possible debt issuance of some amount" when the debt was anticipated to be in excess of \$260 million).

⁷⁸ *Id.* at *3, 6.

⁷⁹ See *id.* at *6.

⁸⁰ *Id.*

⁸¹ See *id.*

IV. Training for Members of Governmental Bodies

Section 551.005 requires each elected or appointed public official who is a member of a governmental body subject to the Act to complete a course of training addressing the member's responsibilities under the Act. The public official must complete the training not later than the 90th day after taking the oath of office, if required to take an oath to assume duties as a member of the governmental body, or after the public official otherwise assumes these duties if the oath is not required.

Completing training as a member of the governmental body satisfies the training requirements for the member's service on a committee or subcommittee of the governmental body and ex officio service on any other governmental body. The training may also be used to satisfy any corresponding training requirements concerning the Act that another law requires members of a governmental body to complete. The failure of one or more members of a governmental body to complete the training does not affect the validity of an action taken by the governmental body.

The attorney general is required to ensure that the training is made available, and the attorney general's office may provide the training and may approve any acceptable training course offered by a governmental body or other entity. The attorney general must also ensure that at least one course approved or provided by the attorney general's office is available at no cost on videotape, DVD, or a similar and widely available medium.⁸²

The training course must be at least one and no more than two hours long and must include instruction on the following subjects:

- (1) the general background of the legal requirements for open meetings;
- (2) the applicability of this chapter to governmental bodies;
- (3) procedures and requirements regarding quorums, notice and recordkeeping under this chapter;
- (4) procedures and requirements for holding an open meeting and for holding a closed meeting under this chapter;
- (5) penalties and other consequences for failure to comply with this chapter.⁸³

The entity providing the training shall provide a certificate of completion to public officials who complete the training course. A governmental body shall maintain and make available for public inspection the record of its members' completion of training. A certificate of course completion is

⁸² An Open Meetings Act training video is available online at <https://www.texasattorneygeneral.gov/open-government/open-meetings-act-training>.

⁸³ In its review of Open Meetings Act training materials submitted for approval, the Office of the Attorney General considers whether the written materials demonstrate that each subject is accurately and sufficiently covered. Materials may be submitted for review at <https://www.texasattorneygeneral.gov/open-government/online-training-application-approval>.

VII. Notice Requirements

A. Content

The Act requires written notice of all meetings. Section 551.041 of the Act provides:

A governmental body shall give written notice of the date, hour, place, and subject of each meeting held by the governmental body.²¹⁷

A governmental body must give the public advance notice of the subjects it will consider in an open meeting or a closed executive session.²¹⁸ The Act does not require the notice of a closed meeting to cite the section or subsection numbers of provisions authorizing the closed meeting.²¹⁹ No judicial decision or attorney general opinion states that a governmental body must indicate in the notice whether a subject will be discussed in open or closed session,²²⁰ but some governmental bodies do include this information. If the notices posted for a governmental body's meetings consistently distinguish between subjects for public deliberation and subjects for executive session deliberation, an abrupt departure from this practice may raise a question as to the adequacy of the notice.²²¹

Governmental actions taken in violation of the notice requirements of the Act are voidable.²²² If some actions taken at a meeting do not violate the notice requirements while others do, only the actions in violation of the Act are voidable.²²³ (For a discussion of the voidability of the governmental body's actions, refer to Part XI.C. of this Handbook).

B. Sufficiency

The notice must be sufficient to apprise the general public of the subjects to be considered during the meeting. In *City of San Antonio v. Fourth Court of Appeals*,²²⁴ the Texas Supreme Court considered whether the following item in the notice posted for a city council meeting gave sufficient notice of the subject to be discussed:

²¹⁷ *Id.* § 551.041.

²¹⁸ *Cox Enters., Inc. v. Bd. of Trs.*, 706 S.W.2d 956, 958 (Tex. 1986); *Porth v. Morgan*, 622 S.W.2d 470, 475–76 (Tex. App.—Tyler 1981, writ ref'd n.r.e.); but see TEX. GOV'T CODE § 551.091(b), (c) (authorizing county commissioners court in limited circumstances involving a governor-declared disaster or emergency to hold a meeting “without complying with the requirements” of chapter 551 but requiring such county to post “reasonable public notice” to the “extent practicable under the circumstances.”).

²¹⁹ See *Reitberg v. Tex. Dep't of Health*, 873 S.W.2d 408, 411–12 (Tex. App.—Austin 1994, no writ); Tex. Att'y Gen. Op. No. GA-0511 (2007) at 4.

²²⁰ Tex. Att'y Gen. Op. No. JC-0057 (1999) at 5; Tex. Att'y Gen. LO-90-27 (1990) at 1.

²²¹ Tex. Att'y Gen. Op. No. JC-0057 (1999) at 5; see also *Mare v. Tex. Webb Cnty.*, No. 5:18-CV-121, 2020 WL 619902, at *4–5 (S.D. Tex. Feb. 10, 2020) (discussing a county's retreat from its custom of providing adequate notice).

²²² TEX. GOV'T CODE § 551.141.

²²³ *Pointr Isabel Indep. Sch. Dist. v. Hinojosa*, 797 S.W.2d 176, 182–83 (Tex. App.—Corpus Christi 1990, writ denied).

²²⁴ *City of San Antonio v. Fourth Court of Appeals*, 820 S.W.2d 162 (Tex. 1991).

An Ordinance determining the necessity for and authorizing the condemnation of certain property in County Blocks 4180, 4181, 4188, and 4297 in Southwest Bexar County for the construction of the Applewhite Water Supply Project.²²⁵

A property owner argued that this notice item violated the subject requirement of the statutory predecessor to section 551.041 because it did “not describe the condemnation ordinance, and in particular the land to be condemned by that ordinance, in sufficient detail” to notify an owner reading the description that the city was considering condemning the owner's land.²²⁶ The Texas Supreme Court rejected the argument that the notice be sufficiently detailed to notify specific owners that their tracts might be condemned. The Court explained that the “Open Meetings Act is not a legislative scheme for service of process; it has no due process implications.”²²⁷ Its purpose was to provide public access to and increase public knowledge of the governmental decision-making process.²²⁸

The Court held that the condemnation notice complied with the Act because the notice apprised the public at large in general terms that the city would consider the condemnation of certain property in a specific area for purposes of the Applewhite project. The Court also noted that the description would notify a landowner of property in the four listed blocks that the property might be condemned, even though it was insufficient to notify an owner that his or her tracts in particular were proposed for condemnation.²²⁹

In *City of San Antonio v. Fourth Court of Appeals*, the Texas Supreme Court reviewed its earlier decisions on notice.²³⁰ In *Texas Turnpike Authority v. City of Fort Worth*,²³¹ the Court had addressed the sufficiency of the following notice for a meeting at which the turnpike authority board adopted a resolution approving the expansion of a turnpike: “Consider request . . . to determine feasibility of a bond issue to expand and enlarge [the turnpike].”²³² Prior resolutions of the board had reflected the board's intent to make the turnpike a free road once existing bonds were paid. The Court found the notice sufficient, refuting the arguments that the notice should have included a copy of the proposed resolution, that the notice should have indicated the board's proposed action was at variance with its prior intent, or that the notice should have stated all the consequences that might result from the proposed action.²³³

²²⁵ *Id.* at 764.

²²⁶ *Id.*

²²⁷ *Id.* at 765 (quoting *Acker v. Tex. Water Comm'n*, 790 S.W.2d 299, 300 (Tex. 1990)); see *Reitberg*, 873 S.W.2d at 413 (holding that the Act does not entitle the executive secretary of a state agency to special notice of a meeting where his employment was terminated); *Stockdale v. Meno*, 867 S.W.2d 123, 125 (Tex. App.—Austin 1993, writ denied) (holding that Act does not entitle a teacher whose contract was terminated to more specific notice than notice that would inform the public at large).

²²⁸ *Fourth Court of Appeals*, 820 S.W.2d at 765.

²²⁹ *Id.* at 765–66.

²³⁰ *Id.* at 765.

²³¹ *Tex. Tpk. Auth. v. City of Fort Worth*, 554 S.W.2d 675 (Tex. 1977).

²³² *Id.* at 676.

²³³ *Id.*; see also *Charlie Thomas Ford, Inc. v. A.C. Collins Ford, Inc.*, 912 S.W.2d 271, 274 (Tex. App.—Austin 1995, writ dismissed) (holding that notice stating “Proposals for Decision and Other Actions—License and Other Cases” was sufficient to apprise the public that Motor Vehicle Commission would consider proposals for decision in dealer licensing cases); *Washington v. Burley*, 930 F. Supp. 2d 790, 807 (S.D. Tex. 2013).

4/7

In *Lower Colorado River Authority v. City of San Marcos*,²³⁴ the Texas Supreme Court found sufficient a Lower Colorado River Authority Board notice providing "ratification of the prior action of the Board taken on October 19, 1972, in response to changes in electric power rates for electric power sold within the boundaries of the City of San Marcos, Texas."²³⁵ "Although conceding that the notice was 'not as clear as it might be,'" the Court held that it complied with the Act "because 'it would alert a reader to the fact that some action would be considered with respect to charges for electric power sold in San Marcos.'"²³⁶

The Texas Supreme Court noted that in *Cox Enterprises, Inc. v. Board of Trustees*²³⁷ "we finally held a notice inadequate."²³⁸ In the *Cox Enterprises* case, the Court held insufficient the notice of a school board's executive session that listed only general topics such as "litigation" and "personnel."²³⁹ One of the items considered at the closed session was the appointment of a new school superintendent. The Court noted that the selection of a new superintendent was not in the same category as ordinary personnel matters, because it is a matter of special interest to the public; thus, the use of the term "personnel" was not sufficient to apprise the general public of the board's proposed selection of a new superintendent. The Court also noted that "litigation" would not sufficiently describe a major desegregation suit that had occupied the district's time for a number of years.²⁴⁰

(determining that notice indicating that school board would "[c]onsider recommendation to propose the termination of the . . . employment of the . . . Chief of Police" was sufficient to inform the public that the board would actually be terminating police chief's employment and that "the notice need not state all of the possible consequences resulting from consideration of the topic"); *City of San Angelo v. Tex. Nat. Res. Conservation Comm'n*, 92 S.W.3d 624, 630 (Tex. App.—Austin 2002, no pet.) (recognizing that "consideration" necessarily encompasses action and stating that the word "consideration alone was sufficient to put the general public on notice that the Commission might act during the meeting"); but see *Save Our Springs All, Inc. v. City of Dripping Springs*, 304 S.W.3d 871, 890 (Tex. App.—Austin 2010, pet. denied) (considering sufficiency of notice about development agreements and recognizing that a notice listing all possible consequences could overwhelm, rather than inform, the reader).

²³⁴ *Lower Colo. River Auth. v. City of San Marcos*, 523 S.W.2d 641 (Tex. 1975).

²³⁵ *Id.* at 646.

²³⁶ *Fourth Court of Appeals*, 820 S.W.2d at 765 (quoting *Lower Colo. River Auth.*, 523 S.W.2d at 646).

²³⁷ *Cox Enters. Inc. v. Bd. of Trs.*, 706 S.W.2d 956 (Tex. 1986).

²³⁸ *Fourth Court of Appeals*, 820 S.W.2d at 765 (describing its opinion in *Cox Enterprises*); see also *Lugo v. Donna Indep. Sch. Dist. Bd. of Trs.*, 557 S.W.3d 93, 98 (Tex. App.—Corpus Christi 2017, no pet.) (holding that an agenda item notifying the public that the board would discuss a special election to fill board vacancies by a special election did not give notice that the board would appoint replacement trustees to the board vacancies).

²³⁹ *Cox Enters. Inc.*, 706 S.W.2d at 959.

²⁴⁰ *Id.*; see also *Mayes v. City of De Leon*, 922 S.W.2d 201, 203 (Tex. App.—Eastland 1996, writ denied) (determining that "personnel" was not sufficient notice of termination of police chief); *Stockdale*, 867 S.W.2d at 124–25 (holding that "discussion of personnel" and "proposed nonrenewal of teaching contract" provided sufficient notice of nonrenewal of band director's contract); *Lone Star Greyhound Park, Inc. v. Tex. Racing Comm'n*, 863 S.W.2d 742, 747 (Tex. App.—Austin 1993, writ denied) (indicating that notice need not list "the particulars of litigation discussions," which would defeat purpose of statutory predecessor to section 551.071 of the Government Code); *Point Isabel Indep. Sch. Dist.*, 757 S.W.2d at 182 (holding that "employment of personnel" is insufficient to describe hiring of principals, but is sufficient for hiring school librarian, part-time counselor, band director, or school teacher); *In re City of Amarillo*, No. 07-22-00341-CV, 2023 WL 5279473, at *5 (Tex. App.—Amarillo Aug. 16, 2023, no pet. h.) (mem. op.) (concluding notice of a city's intention to issue funding notes for a civic center project required more detail due to increased public interest given the amount of time the city had previously devoted to the project and the fact that voters had previously rejected funding for the project); Tex. Att'y Gen. Op. No. H-1045 (1977) at 5 (concluding "discussion of personnel changes" insufficient to describe selection of university system chancellor or university president).

"If the facts as to the content of a notice are undisputed, the adequacy of the notice is a question of law."²⁴¹ The courts examine the facts to determine whether a particular subject or personnel matter is sufficiently described or requires more specific treatment because it is of special interest to the community.²⁴² Consequently, counsel for the governing body should be consulted if any doubt exists concerning the specificity of notice required for a particular matter.

In *City of Donna v. Ramirez*, a court of appeals considered a meeting notice indicating a cancelled meeting.²⁴³ The meeting notice of the Donna city council posted outside city hall had the word "cancelled" written on it, but the notices posted online and inside the city hall did not.²⁴⁴ The meeting occurred and the notice was challenged.²⁴⁵ The court held the notice violated section 551.041's requirement that a governmental body give written notice of the date, hour, place, and subject of each meeting and section 551.043's requirement that the notice be posted at least 72 hours before the meeting.

C. Generalized Terms

Generalized terms such as "old business," "new business," "regular or routine business," and "other business" are not proper terms to give notice of a meeting because they do not inform the public of its subject matter.²⁴⁶ The term "public comment," however, provides sufficient notice of a "public comment" session, where the general public addresses the governmental body about its concerns and the governmental body does not comment or deliberate, except as authorized by section 551.042 of the Government Code.²⁴⁷ "Public comment" will not provide adequate notice if the governmental body is, prior to the meeting, aware, or reasonably should have been aware, of specific topics to be raised.²⁴⁸ When a governmental body is responsible for a presentation, it can easily give notice of its subject matter, but it usually cannot predict the subject matter of public comment sessions.²⁴⁹ Thus, a meeting notice stating "Presentation by [County] Commissioner" did not provide adequate notice of the presentation, which covered the commissioner's views on development and substantive policy issues of importance to the county.²⁵⁰ The term "presentation"

the project); Tex. Att'y Gen. Op. No. H-1045 (1977) at 5 (concluding "discussion of personnel changes" insufficient to describe selection of university system chancellor or university president).

²⁴¹ *Burks v. Yarbrough*, 157 S.W.3d 876, 883 (Tex. App.—Houston [14th Dist.] 2005, no pet.); see also *Friends of Canyon Lake, Inc. v. Guadalupe-Blanco River Auth.*, 96 S.W.3d 519, 529 (Tex. App.—Austin 2002, pet. denied).

²⁴² *River Rd. Neighborhood Ass'n v. S. Tex. Sports*, 720 S.W.2d 551, 557 (Tex. App.—San Antonio 1986, writ denied) (concluding that notice stating only "discussion" is insufficient to indicate board action is intended, given prior history of stating "discussion/action" in agenda when action is intended).

²⁴³ *City of Donna v. Ramirez*, 548 S.W.3d 26, 35–36 (Tex. App.—Corpus Christi 2017, pet. denied).

²⁴⁴ See *id.* at 33.

²⁴⁵ See *id.*

²⁴⁶ Tex. Att'y Gen. Op. No. H-662 (1975) at 3.

²⁴⁷ Tex. Att'y Gen. Op. No. JC-0169 (2000) at 4; see Tex. Gov't Code § 551.042 (providing that governmental body may respond to inquiry about subject not on posted notice by stating factual information, reciting existing policy or placing subject of inquiry on agenda of future meeting).

²⁴⁸ Tex. Att'y Gen. Op. No. JC-0169 (2000) at 4.

²⁴⁹ *Id.*

²⁵⁰ *Hays Cnty. Water Plan. P'ship v. Hays Cnty.*, 41 S.W.3d 174, 180 (Tex. App.—Austin 2001, pet. denied).

5/7

was vague; moreover, it was noticed for the "Proclamations & Presentations" portion of the meeting, which otherwise consisted of formalities.²⁵¹

Attorney General Opinion GA-0668 (2008) had previously determined that notice such as "City Manager's Report" was not adequate notice for items similar to those included in section 551.0415 and that the subject of a report by a member of the city staff or governing body must be included in the notice in a manner that informs a reader about the subjects to be addressed. Section 551.0415, modifying Attorney General Opinion GA-0668, authorizes a quorum of the governing body of a municipality or county to receive reports about items of community interest during a meeting without having given notice of the subject of the report if no action is taken.²⁵² Section 551.0415 defines an "item of community interest" to include:

- (1) expressions of thanks, congratulations, or condolence;
- (2) information regarding holiday schedules;
- (3) an honorary or salutary recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in status of a person's public office or public employment is not an honorary or salutary recognition for purposes of this subdivision;
- (4) a reminder about an upcoming event organized or sponsored by the governing body;
- (5) information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the political subdivision; and
- (6) announcements involving an imminent threat to the public health and safety of people in the political subdivision that has arisen after the posting of the agenda.²⁵³

D. Time of Posting

Notice must be posted for a minimum length of time before each meeting. Section 551.043(a) states the general time requirement as follows:

The notice of a meeting of a governmental body must be posted in a place readily accessible to the general public at all times for at least 72 hours before the scheduled time of the meeting, except as provided by Sections 551.044–551.046.²⁵⁴

²⁵¹ *Id.* at 180 (citing Tex. Att'y Gen. Op. No. JC-0169 (2000)).

²⁵² TEX. GOV'T CODE § 551.0415(a).

²⁵³ *Id.* § 551.0415(b).

²⁵⁴ *Id.* § 551.043(a).

XI. Penalties and Remedies

A. Introduction

The Act provides civil remedies and criminal penalties for violations of its provisions. District courts have original jurisdiction over criminal violations of the Act as misdemeanors involving official misconduct.⁴⁵² As a general matter, the Act does not authorize the attorney general to enforce its provisions.⁴⁵³ However, a district attorney, criminal district attorney or county attorney may request the attorney general's assistance in prosecuting a criminal case, including one under the Act.⁴⁵⁴

B. Mandamus or Injunction

Section 551.142 of the Act provides as follows:

- (a) An interested person, including a member of the news media, may bring an action by mandamus or injunction to stop, prevent, or reverse a violation or threatened violation of this chapter by members of a governmental body.
- (b) The court may assess costs of litigation and reasonable attorney fees incurred by a plaintiff or defendant who substantially prevails in an action under Subsection (a). In exercising its discretion, the court shall consider whether the action was brought in good faith and whether the conduct of the governmental body had a reasonable basis in law.⁴⁵⁵

Texas courts examining this provision have said that "[t]he Open Meetings Act expressly waives sovereign immunity for violations of the [A]ct."⁴⁵⁶ The four-year limitations period in section 16.051 of the Civil Practices and Remedies Code applies to an action under this provision.⁴⁵⁷

Generally, a writ of mandamus would be issued by a court to require a public official or other person to perform duties imposed on him or her by law. A mandamus ordinarily commands a person or entity to act, while an injunction restrains action.⁴⁵⁸ The Act does not automatically confer jurisdiction on the county court, but where the plaintiff's money demand brings the amount

⁴⁵² See *State v. Williams*, 780 S.W.2d 891, 892–93 (Tex. App.—San Antonio 1989, no writ).

⁴⁵³ See *State ex rel. Durden v. Shahan*, 658 S.W.3d 300, 304 (Tex. 2022) (acknowledging the Legislature's 2019 amendment to section 551.142 authorizing the attorney general to bring certain actions to enforce "one of [the Act's] provisions").

⁴⁵⁴ See TEX. GOV'T CODE § 402.028(a).

⁴⁵⁵ *Id.* § 551.142; see also *Burleson v. Collin Cnty. Cmty. Coll. Dist.*, No. 05-21-00088-CV, 2022 WL 17817965 (Tex. App.—Dallas Dec. 20, 2022) (noting the majority view of the Texas appellate courts is that the Act "broadly confers standing on any person who shares an injury in common with the general public"); *State ex rel. Durden*, 658 S.W.3d at 304 (concluding that "interested person" did not authorize a county attorney to file suit for a violation of the Act suit on behalf of the state).

⁴⁵⁶ *Hays Cnty. v. Hays Cnty. Water Plan. P'ship*, 69 S.W.3d 253, 257 (Tex. App.—Austin 2002, no pet.); see *Riley v. Comm'r's Court*, 413 S.W.3d 774, 776–77 (Tex. App.—Austin 2013, pet. denied).

⁴⁵⁷ *Rivera v. City of Laredo*, 948 S.W.2d 787, 793 (Tex. App.—San Antonio 1997, writ denied).

⁴⁵⁸ *Boston v. Garrison*, 256 S.W.2d 67, 69 (Tex. 1953).

6/7

in controversy within the court's monetary limits, the county court has authority to issue injunctive and mandamus relief.⁴⁵⁹ Absent such a pleading, jurisdiction in original mandamus and original injunction proceedings lies in the district court.⁴⁶⁰

Section 551.142(a) authorizes any interested person, including a member of the news media, to bring a civil action seeking either a writ of mandamus or an injunction.⁴⁶¹ In keeping with the purpose of the Act, standing under the Act is interpreted broadly.⁴⁶² Standing conferred by the Act is broader than taxpayer standing, and a citizen does not need to prove an interest different from the general public, "because 'the interest protected by the Open Meetings Act is the interest of the general public.'"⁴⁶³ The phrase "any interested person" includes a government league,⁴⁶⁴ an environmental group,⁴⁶⁵ the president of a local homeowners group,⁴⁶⁶ a city challenging the closure of a hospital by the county hospital district,⁴⁶⁷ a town challenging annexation ordinances,⁴⁶⁸ and a city manager regarding a meeting he attended.⁴⁶⁹ A suspended police officer and a police officers' association were "interested persons" who could bring a suit alleging that the city council had violated the Act in selecting a police chief.⁴⁷⁰

Despite previous court opinions recognizing that an individual may bring a declaratory judgment action pursuant to the Uniform Declaratory Judgments Act, chapter 37 of the Texas Civil Practice and Remedies Code,⁴⁷¹ the Texas Supreme Court recently concluded that section 551.421's waiver of sovereign immunity includes only a mandamus or injunction.⁴⁷² Thus, a "declaration" that an action is void is no longer a vehicle by which to challenge a governmental body's action taken in violation of the Act.

⁴⁵⁹ *Martin v. Victoria Indep. Sch. Dist.*, 972 S.W.2d 815, 818 (Tex. App.—Corpus Christi 1998, pet. denied).

⁴⁶⁰ *Id.*

⁴⁶¹ TEX. GOV'T CODE § 551.142(a); see *Cameron Cnty. Good Gov't League v. Ramon*, 619 S.W.2d 224, 230–31 (Tex. App.—Beaumont 1981, writ ref'd n.r.e.).

⁴⁶² See *Burks v. Yarbrough*, 157 S.W.3d 876, 880 (Tex. App.—Houston [14th Dist.] 2005, no pet.); *Hays Cnty. Water Plan. P'ship v. Hays Cnty.*, 41 S.W.3d 174, 177 (Tex. App.—Austin 2003, no pet.).

⁴⁶³ See *Hays Cnty. Plan. P'ship*, 41 S.W.3d at 177–78 (quoting *Save Our Springs All., Inc. v. Lowry*, 934 S.W.2d 161, 163 (Tex. App.—Austin 1996, orig. proceeding [leave denied])).

⁴⁶⁴ See *Cameron Cnty.*, 619 S.W.2d at 230.

⁴⁶⁵ See *Save Our Springs All., Inc.*, 934 S.W.2d at 162–64.

⁴⁶⁶ *Id.*

⁴⁶⁷ *Matagorda Cnty. Hosp. Dist. v. City of Palacios*, 47 S.W.3d 96, 102 (Tex. App.—Corpus Christi 2001, no pet.).

⁴⁶⁸ *City of Port Isabel v. Pinnell*, 161 S.W.3d 233, 241 (Tex. App.—Corpus Christi 2005, no pet.).

⁴⁶⁹ *City of Donna v. Ramirez*, 548 S.W.3d 26, 34–35 (Tex. App.—Corpus Christi 2017, pet. denied).

⁴⁷⁰ *Rivera v. City of Laredo*, 948 S.W.2d 787, 792 (Tex. App.—San Antonio 1997, writ denied).

⁴⁷¹ *Bd. of Trs. v. Cox Enters., Inc.*, 679 S.W.2d 86, 88 (Tex. App.—Texarkana 1984), *aff'd in part, rev'd in part on other grounds*, 706 S.W.2d 956 (Tex. 1986) (recognizing news media's right to bring declaratory judgment action to determine if board violated the Act); see also *City of Fort Worth v. Groves*, 746 S.W.2d 907, 913 (Tex. App.—Fort Worth 1988, no writ) (concluding that resident and taxpayer of city had standing to bring suit for declaratory judgment and injunction against city for violation of the Act).

⁴⁷² *Town of Shady Shores v. Swanson*, 590 S.W.3d 544, 554 (Tex. 2019) (holding that section 551.142 set the boundaries of a governmental body's immunity waiver to the express relief provided therein—to that of an injunction or mandamus).

Section 551.142(b) authorizes a court to award reasonable attorney fees and litigation costs to the party who substantially prevails in an action brought under the Act.⁴⁷³ This relief, however, is discretionary.

In one instance, the Act gives the attorney general specific enforcement authority. Section 551.142(c) authorizes the attorney general, in a district court in Travis County, to seek mandamus or an injunction to stop, prevent, or reverse a violation or threatened violation of section 551.142(a-1), a provision which limits a governmental body's actions in an emergency meeting or one for which an emergency supplemental notice is posted.⁴⁷⁴

Depending on the nature of the violation, additional monetary damages may be assessed against a governmental body that violated the Act. In *Ferris v. Texas Board of Chiropractic Examiners*,⁴⁷⁵ the appellate court awarded back pay and reinstatement to an executive director whom the board had attempted to fire at two meetings convened in violation of the Act. Finally, at the third meeting held to discuss the matter, the board lawfully fired the executive director. Back pay was awarded for the period between the initial unlawful firing and the third meeting at which the director's employment was lawfully terminated.⁴⁷⁶

Court costs or attorney fees as well as certain other monetary damages can also be assessed under section 551.146, which relates to the confidentiality of the certified agenda. It provides that an individual, corporation or partnership that knowingly and without lawful authority makes public the certified agenda or recording of an executive session shall be liable for:

- (1) actual damages, including damages for personal injury or damage, lost wages, defamation, or mental or other emotional distress;
- (2) reasonable attorney fees and court costs; and
- (3) at the discretion of the trier of fact, exemplary damages.⁴⁷⁷

C. Voidability of a Governmental Body's Action in Violation of the Act; Ratification of Actions

Section 551.141 provides that "[a]n action taken by a governmental body in violation of this chapter is voidable."⁴⁷⁸ Before this section was adopted, Texas courts held as a matter of common law that a governmental body's actions that are in violation of the Act are subject to judicial

⁴⁷³ TEX. GOV'T CODE § 551.142(b); see *Austin Transp. Study Pol'y Advisory Comm. v. Sierra Club*, 843 S.W.2d 683, 690 (Tex. App.—Austin 1992, writ denied) (upholding award of attorney fees).

⁴⁷⁴ TEX. GOV'T CODE § 551.142(c).

⁴⁷⁵ *Ferris v. Tex. Bd. of Chiropractic Exam'rs*, 808 S.W.2d 514, 518–19 (Tex. App.—Austin 1991, writ denied).

⁴⁷⁶ *Id.* at 519 (awarding executive director attorney fees of \$7,500).

⁴⁷⁷ TEX. GOV'T CODE § 551.146(a)(2).

⁴⁷⁸ *Id.* § 551.141.

7/7

A. REGULAR MEETING DATE: Tuesday August 22, 2023 MEETING TIME: 9:00 a.m.
MEETING PLACE: 2nd Floor Courtroom located at 220 S. Pierce, Burnet, Texas

1. Call to Order
2. Invocation and Pledge of Allegiance to the flags.
3. Public Comments. Any person with business before the Commissioner's Court not scheduled on the agenda may speak to the Court. No formal action can be taken on these items at this meeting. Comments regarding specific agenda items should occur when the item is called. There is a 2-minute speaking limit.

B. REGULAR MEETING DATE: Tuesday September 12, 2023 MEETING TIME: 9:00 a.m.
MEETING PLACE: 2nd Floor Courtroom located at 220 S. Pierce, Burnet, Texas

1. Call to Order
2. Invocation and Pledge of Allegiance to the flags.
3. Public Comments. Any person with business before the Commissioner's Court not scheduled on the agenda may speak to the Court. No formal action can be taken on these items at this meeting. Comments regarding specific agenda items should occur when the item is called. There is a 2-minute speaking limit.

C. REGULAR MEETING DATE: Tuesday September 26, 2023 MEETING TIME: 9:00 a.m.
MEETING PLACE: 2nd Floor Courtroom located at 220 S. Pierce, Burnet, Texas

1. Call to Order
2. Invocation and Pledge of Allegiance to the flags.
3. Public Comments – Pursuant to Texas Government Code 551.007 (b), any person may make comment on any item appearing on the agenda. Any comments made will not be addressed by the Commissioners Court during the Public Comments agenda items. Public Comments are limited to two minutes per person.

D. REGULAR MEETING DATE: Tuesday October 10, 2023 MEETING TIME: 9:00 a.m.
MEETING PLACE: 2nd Floor Courtroom located at 220 S. Pierce, Burnet, Texas

1. Call to Order
2. Invocation and Pledge of Allegiance to the flags.
3. Public Comments – Pursuant to Texas Government Code 551.007 (b), any person may make comment on any item appearing on the agenda. Any comments made will not be addressed by the Commissioners Court during the Public Comments agenda items. Public Comments are limited to three (3) minutes per person.



BURNET COUNTY PRECINCT 2

Commissioner Damon C. Beierle

220 S. Pierce St. Burnet, TX 78611

512-715-5232 Office

dbeierle@burnetcountytexas.org

512-715-2611 Cell

10/17/2023

Judge Oakley and Commissioners,

I ask that this be read into the record at Commissioners Court on October 24 for Agenda Item #4.

My apologies for missing this meeting, I am attending phase 2 of the VG Young Leadership Academy for Commissioners & Judges.

I briefly stated my opinion in our last court on this subject but felt the need to reiterate and add to my comments from 2 weeks ago.

I agree that we need a set of standards for how we conduct our meetings and how the public can be heard in an efficient and effective way. Thank you for adding the attachments back to the agenda, I feel that will help the public get questions answered ahead of the meetings and have educated public comments that we can use to help make our decisions.

My views are simple - We need a general public comment time for the public to make comments to us on any subject they want to. This should be at the beginning of the meeting, just like we have done for many years. I also think we should open up a Public Comment opportunity on each agenda item.

An efficient meeting is important but Public input is paramount.

I'd like to propose we start with less regulations and less restrictions, then if we have to tighten up the rules because meetings get out of control then we can at a later date. We are a representative government and those we represent have a right to be heard. We have thrown the word "Transparency" around a lot lately, now is our chance to prove that we really want an open and transparent court that values Citizen input.

Kindest Regards,

Damon Beierle

**Rules of Procedure and Conduct
At Meetings of the
Burnet County Commissioners Court**

1. All Regular, Special, Emergency and Executive Session Meetings of the Burnet County Commissioners Court will be called and conducted in accordance with the provisions of the Texas Open Meetings Act, Chapter 551, Government Code.
2. Regular, Special and Emergency Meetings of the Burnet County Commissioners Court are open to the public and to representatives of the media. Executive Sessions of the Commissioners Court are not open to the public, the media, and only those individuals expressly requested or ordered to be present are allowed to attend Executive Sessions.
3. The Burnet County Commissioners Court meets in Regular Session on the second and fourth Mondays of each month at 9:00 am in the Burnet County Courthouse upstairs courtroom, 220 S. Pierce, Burnet, Texas. Regular Session meeting dates are set in September of each year.
4. In order for a matter or issue to appear as an agenda item on the Agenda of any Regular Meeting of the Commissioners Court, a request must be filed in writing with AND approved by at least one member of the Commissioners Court and/or the County Judge by 12:00 noon on the Thursday immediately preceding the next Regular Meeting of the Commissioners Court.
5. Agendas are posted 72 hours prior to meeting times. Agendas are available by contacting the Burnet County Court Coordinator at 512-715-5203.
6. The business of Burnet County is conducted by and between the members of the Burnet County Commissioners Court and by those members of the County elected officials, staff, department heads, consultants, experts and/or members of the public requested to be present and to participate.
7. It is the intention of the Court to provide an open access to the citizens of Burnet County to address the Commissioners Court and to express themselves on issues of County Government. Commissioners Court provides the public the opportunity to address the Court at the beginning of each meeting. There will be no discussion at this time. The public is also invited to participate in the discussions of agenda items.
8. Members of the public are reminded that the Burnet County Commissioners Court is a Constitutional Court, with both judicial and legislative powers, created under Article V, Section 1 and Section 18 of the Texas Constitution. As a Constitutional Court, the Burnet County Commissioners Court also possesses the power to issue a Contempt of Court Citation under Section 81.024 of the Texas Local Government Code. Accordingly, members of the public in attendance at any Regular, Special and/or Emergency Meeting of the Court shall conduct themselves with proper respect and decorum in speaking to, and/or addressing the Court; in participating in public discussions before the Court; and in all actions in the presence of the Court.
9. The County Judge is the presiding officer of the Burnet County Commissioners Court and is a fully participating member thereof. In the event of the absence of the County Judge, the senior member of the Commissioners Court (in terms of total number of years as an elected Commissioner) present at the Regular, Special, Emergency Meeting or Executive Session, shall serve as the Judge Pro-Tem of the Court. However, nothing

herein shall prevent the senior member of the Commissioners Court from delegating this duty to another member of the Commissioners Court.

10. The County Judge (or the designated Judge Pro-Tem), as presiding officer of the Commissioners Court, is responsible for conducting all meetings.
11. From time to time, the Commissioners Court shall conduct town meetings, public hearings or public workshops. These rules of procedure and conduct shall also apply to such meetings, however, the Commissioners Court may adopt such additional and supplemental rules for such meetings as may be necessary and appropriate to conduct such meetings in an orderly, efficient and proper manner.

These Rules of Procedure and Conduct at Meetings of the Burnet County Commissioners Court shall be effective immediately upon adoption by the Court and shall remain in full force and effect until amended or repealed by a majority vote of the Commissioners Court.

ADOPTED BY MAJORITY VOTE OF THE BURNET COUNTY COMMISSIONERS COURT on this the ____ day of _____, 2007.

County Judge, Donna Klaeger

Commissioner Pct 1, Bill Neve

Commissioner Pct 2, Russell Graeter

Commissioner Pct 3, Ronny Hibler

Commissioner Pct 4, Joe Don Dockery

Attest:

County Clerk, Janet Parker



Burnet County Commissioners Court

Rules of Conduct and Decorum

1. All Regular, Special, and Emergency Meetings of Burnet County Commissioners Court will be called and conducted in accordance with the provisions of the Texas Open Meetings Act, Chapter 551, Texas Government Code.
2. Regular, Special, and Emergency Meetings of Burnet County Commissioners Court are open to the public. Executive Sessions of the Commissioners Court are not open to the public, and only those individuals expressly requested to be present are allowed to attend Executive Sessions. The Burnet County Commissioners Court normally convenes in Regular Session on the second and fourth Tuesdays of each month at 9 a.m.
3. The business of Burnet County is conducted by and between the members of the Burnet County Commissioners Court and by those members of the county staff, elected officials, department heads, consultants, and members of the public requested to be present and participate. While the public is invited to attend all meetings of the Commissioners Court (except Executive Session) the public's participation therein is limited to that of observers unless a member (or members) of the public is requested to address the Commissioners Court on a particular issue.
 - a. Public Comment - Pursuant to Local Government Code 551.007(b), a Public Comment agenda item will appear at the beginning each meeting's agenda. Members of the public are welcome to make comments on any topic and shall be limited to a maximum of three (3) minutes to make remarks. Time for each speaker shall be maintained by the County Judge or other designated representative of the Commissioners Court. Unless otherwise requested by Commissioners Court, all public comments are to be made within the Public Comment agenda item.
 - b. It is the intention of the Commissioners Court to provide open access to the citizens of Burnet County to address the Commissioners Court and to express themselves on issues of county government. Members of the public are reminded that the Burnet County Commissioners Court is a Constitutional Court, with both judicial and

legislative powers, created under Article V, Section 1 and Section 18 of Texas Constitution. As a Constitutional Court, the Burnet County Commissioners Court also possesses the power to file charges on an individual with Disrupting a Meeting under Chapter 42.05 of the Texas Penal Code (class B misdemeanor). Accordingly, all member of the public in attendance at any Regular, Special or Emergency meeting of the Commissioners Court shall conduct themselves with proper respect and decorum in speaking to, or addressing the Court; in participating in public discussions before the Court; and in all actions in the presence of the Court. Proper attire is required. Those members of the public who are inappropriately attired or who do not conduct themselves in an orderly and appropriate manner will be ordered to leave the meeting. Refusal to abide by the Commissioners Court's Rules by continuing to Disrupt a Meeting may result in charges filed under Chapter 42.05 the Texas Penal Code (class B misdemeanor).

- c. Pursuant to local government code 551.007 (e) a government body may not prohibit public criticism of the governmental body, including criticism of any act, omission, policy, procedure, program, or service. Profanity or threatening language; racial, or ethnic slurs directed towards the Commissioners Court or anyone in the court's presence will not be tolerated.

d. Violation of these rules may result in the following sanctions:

- 1. Cancellation of a speaker's remaining time;
 - 2. Removal from the Commissioners Courtroom;
 - 3. Legal action up to and including criminal prosecution
- 4. The County Judge is the presiding officer of the Burnet County Commissioners Court and is a fully participating member thereof. In the event of the absence of the County Judge, the senior member of the Commissioners Court (in terms of total number of years as an elected representative) present at the Regular, Special, Emergency meeting or Executive Session, shall serve as the Judge pro tem of the court. However, nothing shall prevent the senior member of this Commissioners Court from delegating this duty to another member of the Commissioners Court.
- 5. Rules for the media:
 - a. No media personnel or equipment, including lights, cameras or microphones will be located on the Commissioners Court bench nor closer than five feet in front of the Commissioners Court bench.
 - b. Reporters and media technicians are required to structure their movements, equipment set-up and take-down and adjustments, etc. in such a manner as to not disrupt the Commissioners Court deliberations or the ability of the public to see, hear, and participate in the proceedings.

- c. Interviews shall not be conducted inside the Commissioners Courtroom during the meeting. Interviews should be conducted in such a manner that the interview does not disturb, impede or disrupt the proceedings.
6. The Sheriff of Burnet County, Texas or the designated deputy, shall serve as the bailiff at all regular, special, and emergency meetings of the Commissioners Court. However, if: The Sheriff is absent; there is a conflict of interest between the Sheriff, any member of the Sheriff's department, and the Commissioners Court; then the Court shall appoint another commissioned peace officer, including a Constable to serve as bailiff.
7. Rules of Conduct and Decorum at meetings of the Burnet County Commissioners Court shall be effective immediately upon adoption by the Court and shall remain in effect until amended or repealed by a majority vote of the Commissioners Court.

ADOPTED BY THE VOTE OF THE BURNET COUNTY COMMISSIONERS COURT on this the _____ day of _____ 2023

James Oakley, County Judge

Jim Luther, Commissioner, Pct. 1

Billy Wall, Commissioner, Pct. 3

Damon Beierle, Commissioner, Pct. 2

Joe Don Dockery, Commissioner, Pct. 4

Texas



Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS

County of Burnet

} ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 66819137

That we, Doug Ferguson, as Principal, and
WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held
and bound unto ¹County Judge, his successors in office,
in the sum of ²Ten Thousand and 00/100 DOLLARS (\$10,000.00),
for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by
these presents.

Dated this 5th day of October, 2023.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on
the 16th day of February, 2015, duly Appointed
(Elected—Appointed)
to the office of Elections Adminisstrator in and for ³Burnet County, State of Texas, for
a term of Indefinite year commencing on the 5th day of October, 2023.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of
him by law as the aforesaid officer, and shall ⁴
faithfully perform the duties of office

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of
claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate
liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above.
Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to
whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall
terminate as to subsequent acts of the Principal.

Doug Ferguson Principal

WESTERN SURETY COMPANY

By Paul T. Brufat
Paul T. Brufat, Vice President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS

County of Burnet } ss

Before me Stephanie Ellis on this day, personally appeared Doug Ferguson, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at Burnet, Texas, this 17 day of October, 2023.

SEAL



[Signature]
Burnet County, Texas

OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____

SEAL

_____ County, Texas

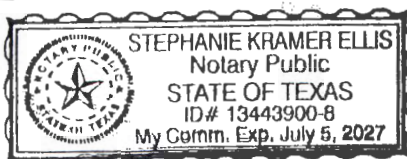
OATH OF OFFICE
(General)

I, Doug Ferguson, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Burnet County Elections Administrator, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed Doug Ferguson

Sworn to and subscribed before me at Burnet, Texas, this 17 day of October, 2023.

SEAL



[Signature]
Burnet County, Texas

THE STATE OF TEXAS

County of Burnet } ss

The foregoing bond of Doug Ferguson as
Elections Administrator in and for Burnet County and State of Texas, this day
approved in open Commissioner's Court.

ATTEST:

[Signature] Clerk
County Court Burnet County

Date October 24, 2023

[Signature] County Judge,
Burnet County, Texas

THE STATE OF TEXAS

County of _____ } ss

I, _____, County Clerk, in and for said County, do hereby certify
that the foregoing Bond dated the _____ day of _____, _____, with its certificates of
authentication, was filed for record in my office the _____ day of _____, _____, at
_____ o'clock _____ M., and duly recorded the _____ day of _____, _____, at
_____ o'clock _____ M., in the Records of Official Bonds of said County in Volume _____, on page
_____.

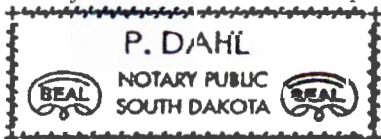
WITNESS my hand and the seal of the County Court of said County, at office in _____,
Texas, the day and year last above written.

Clerk
By _____ Deputy County Court _____ County

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

Before me, a Notary Public, in and for said County and State on this 5th day of October,
2023, personally appeared Paul T. Bruflat to me known to be the identical
person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the
aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the
free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



P. Dahl
Notary Public

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Elections Adminisstrator County of Burnet County Judge

bond with bond number 66819137

for Doug Ferguson

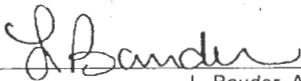
as Principal in the penalty amount not to exceed: \$ 10,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its
Vice President with the corporate seal affixed this 5th day of October,
2023.

ATTEST



L. Bauder, Assistant Secretary

WESTERN SURETY COMPANY

By



Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss



On this 5th day of October, 2023, before me, a Notary Public, personally appeared
Paul T. Bruflat and L. Bauder

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as vice President
and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the
voluntary act and deed of said Corporation.



My Commission Expires March 2, 2026



Notary Public

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.



#8 + #9

N/A

Optional County Fee for Child Safety

Transportation code 502.403

Balance 10/1/23		54,647.41
Fy24 Budget		
Child Welfare Board	(15,000.00)	
Family Crisis Center	(6,500.00)	
CASA	(6,500.00)	
Children's Advocacy Center	(6,500.00)	
Boys & Girls Club	(6,500.00)	(41,000.00)
Approximate Annual Revenue		30,000.00
Projected Ending Balance 9/30/24		43,647.41

Child Abuse Prevention Fund

CCP 102.0186

Balance 10/1/23	4,352.66
-----------------	----------

Art. 102.0186. FINE FOR CERTAIN CHILD SEXUAL ASSAULT AND RELATED CONVICTIONS. (a) A person convicted of an offense under Section 21.02, 21.11, 22.011(a)(2), 22.021(a)(1)(B), 43.25, 43.251, or 43.26, Penal Code, shall pay a fine of \$100 on conviction of the offense.

(b) A fine imposed under this article is imposed without regard to whether the defendant is placed on community supervision after being convicted of the offense or receives deferred adjudication for the offense.

(c) The clerks of the respective courts shall collect the fines and pay the fines to the county treasurer or to any other official who discharges the duties commonly delegated to the county treasurer for deposit in a fund to be known as the county child abuse prevention fund. A fund designated by this subsection may be used only to fund child abuse prevention programs in the county where the court is located.

(d) The county child abuse prevention fund shall be administered by or under the direction of the commissioners court.

Added by Acts 2005, 79th Leg., Ch. 268 (S.B. 6), Sec. 1.127(a), eff. September 1, 2005.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 593 (H.B. 8), Sec. 3.24, eff. September 1, 2007.

Acts 2019, 86th Leg., R.S., Ch. 1352 (S.B. 346), Sec. 2.39, eff. January 1, 2020.

Acts 2019, 86th Leg., R.S., Ch. 1352 (S.B. 346), Sec. 2.40, eff. January 1, 2020.

#8 + #9

N/A

Optional County Fee for Child Safety

Transportation code 502.403

Balance 10/1/23		54,647.41
Fy24 Budget		
Child Welfare Board	(15,000.00)	
Family Crisis Center	(6,500.00)	
CASA	(6,500.00)	
Children's Advocacy Center	(6,500.00)	
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Approximate Annual Revenue		30,000.00
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Acts 2019, 86th Leg., R.S., Ch. 1352 (S.B. 346), Sec. 2.40, eff. January 1, 2020.

REQUEST FOR VARIANCE/EXEMPTION FROM
SUBDIVISION REGULATIONS

DATE: 1/24/2022

OWNER'S NAME: Stanley O. Cozby, Jr.

MAILING ADDRESS: 7367 S. US HWY 281

Marble Falls TX 78654

OWNER'S PHONE #: 830-798-7980

PROPERTY ID FROM C.A.D: 108588

(Central Appraisal District)

LEGAL DESCRIPTION: 5.18 acres out of the Thomas G. Foster Survey, Ato. 51, A-318
1.36 acres out of the Thomas G. Foster Survey, No. 51, A-31

REASON FOR DIVIDING PROPERTY Possible sale

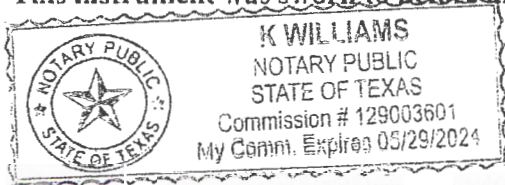
A copy of my Deed with full metes and bounds description, attached along with a survey or sketch of the property showing the boundaries of the lots, adjacent roads, and adjacent property owners are attached hereto. A variance request requires Commissioner Court approval.

I hereby acknowledge that all lots will remain subject to the on-site wastewater rules and development permit requirements of the County. I am also aware that other entities may have restrictions to the division of property that may limit the use of that property. Those entities include but are not limited to the Central Texas Groundwater Conservation District and the Lower Colorado River Authority.

Stanley O. Cozby Jr.
Signature (Notarized)
Stanley O. Cozby Jr.
Printed Name

STATE OF TEXAS
COUNTY OF BURNET

This instrument was sworn to before me on the 24 day of January, 2022



K Williams
Notary Public, State of Texas

Exemption Approval: _____ Date: _____

Variance Approval: John Wiley Date: 10-24-2023

(1.38 Acre Tract)

not stamped
KMAN" But

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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Paul M. Baden

PICKMAN TELS FIRM NO. 18
418 810 8000

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LINE	HEARING	DISTANCE
L1	S 55°04'10" E	65.05'
L2	S 40°38'03" E	17.57'
L3	S 83°32'45" E	4.27'
L4	N 77°42'16" E	30.48'
L5	S 77°42'16" W	30.48'
L6	N 83°32'45" W	4.27'
L7	N 40°38'03" W	17.57'
L8	N 55°04'10" W	65.05'

REQUEST FOR VARIANCE/EXEMPTION FROM
SUBDIVISION REGULATIONS

DATE: 10.11.23

OWNER'S NAME: Rocky Parks

MAILING ADDRESS: 328 Cee Run
Bertram, TX

OWNER'S PHONE #: 512 995 3233

PROPERTY ID FROM C.A.D.: 102057

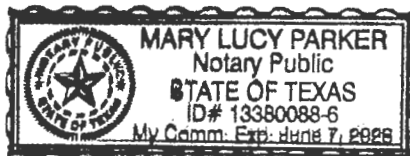
(Central Appraisal District)

LEGAL DESCRIPTION: ABS A0593 Samuel McFarland
tract Pt of 2, 7. acres

REASON FOR DIVIDING PROPERTY to sell

A copy of my Deed with full metes and bounds description, attached along with a survey or sketch of the property showing the boundaries of the lots, adjacent roads, and adjacent property owners are attached hereto. A variance request requires Commissioner Court approval.

I hereby acknowledge that all lots will remain subject to the on-site wastewater rules and development permit requirements of the County. I am also aware that other entities may have restrictions to the division of property that may limit the use of that property. Those entities include but are not limited to the Central Texas Groundwater Conservation District and the Lower Colorado River Authority.



Rocky Parks
Signature (Notarized)
Rocky Parks
Printed Name

STATE OF TEXAS
COUNTY OF BURNET

This instrument was sworn to before me on the 11 day of October, 2023

Mary Lucy Parker
Notary Public, State of Texas

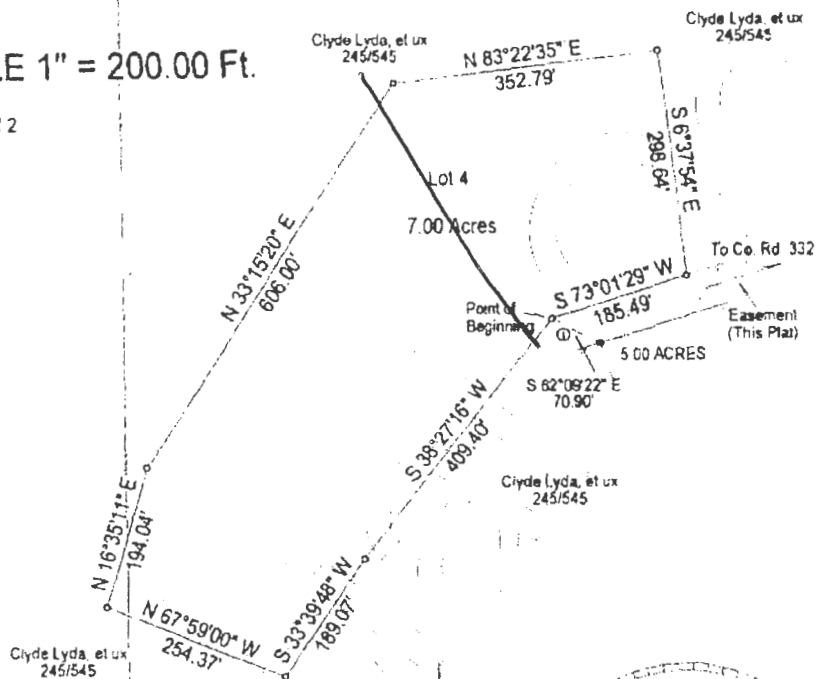
Exemption Approval: _____ Date: _____

Variance Approval: [Signature] Date: 10/24/23

SURVEY PLAT OF 7.00 ACRES OUT OF SAMUEL MCFARLAND SURVEY, ABSTRACT NO. 593

SCALE 1" = 200.00 Ft.

Page 1 of 2



LEGEND

- IRON PIN SET
- IRON PIN FOUND
- ⊙ BEGIN EASEMENT



ALL DATA FOR THIS SURVEY WAS COMPILED AND PREPARED BY DANNY J STARK

Danny J Stark
DANNY J STARK

CERTIFICATE

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A SURVEY. THIS PLAT WAS PREPARED FROM A SURVEY MADE ON THE GROUND UNDER MY SUPERVISION ON 28 AUGUST 1997. THE BEARINGS RECITED HEREIN ARE BASED ON THOSE OF RECORD IN VOLUME 245, PAGE 545, DEED RECORDS, BURNET COUNTY, TEXAS. NO PORTION OF THE PROPERTY SHOWN HEREON LIES WITHIN A SPECIAL FLOOD HAZARD AREA, ACCORDING TO CURRENT FEMA FLOOD INSURANCE RATE MAPS.

Cyrus C. Barcus
CYRUS C. BARCUS R.P.L.S. # 2126

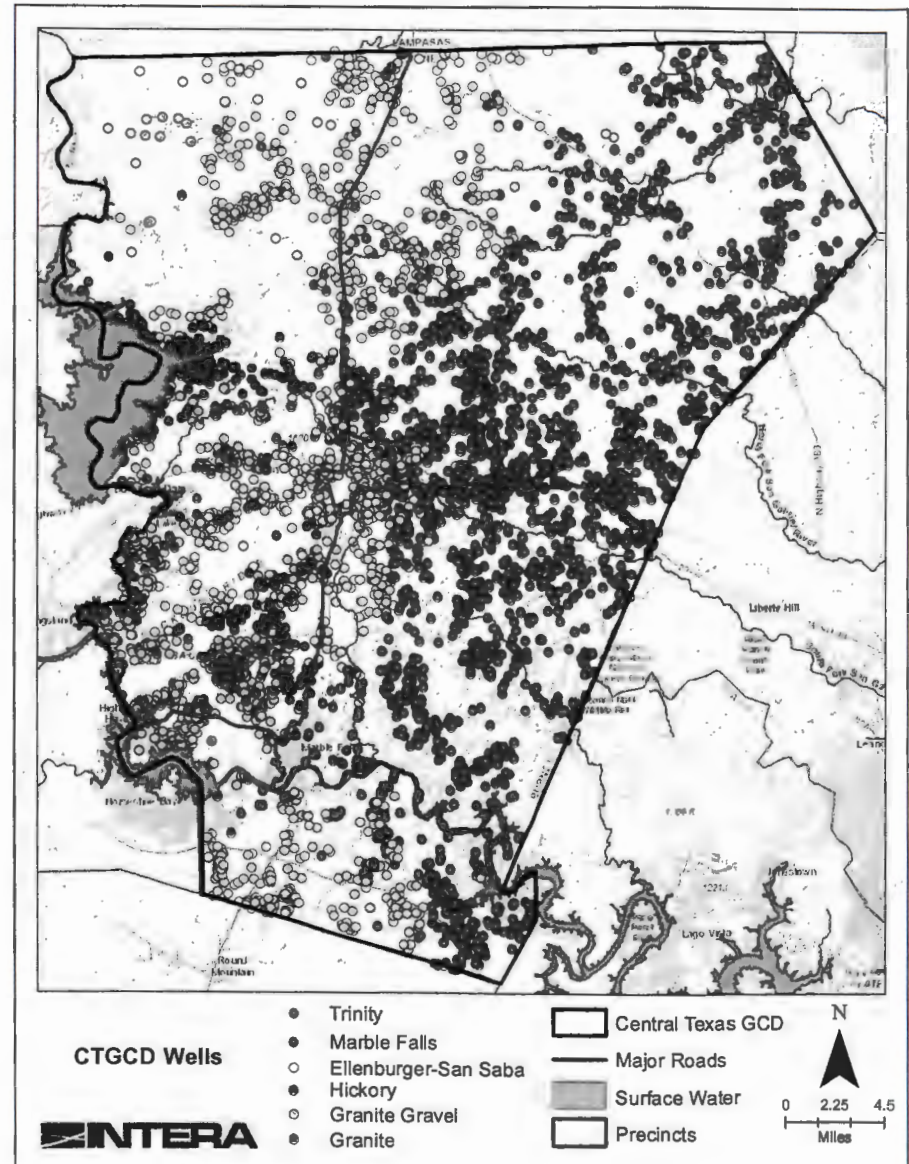
9.14.97
DATE



Burnet County Water Availability Study

10/24/2023

Neil Deeds

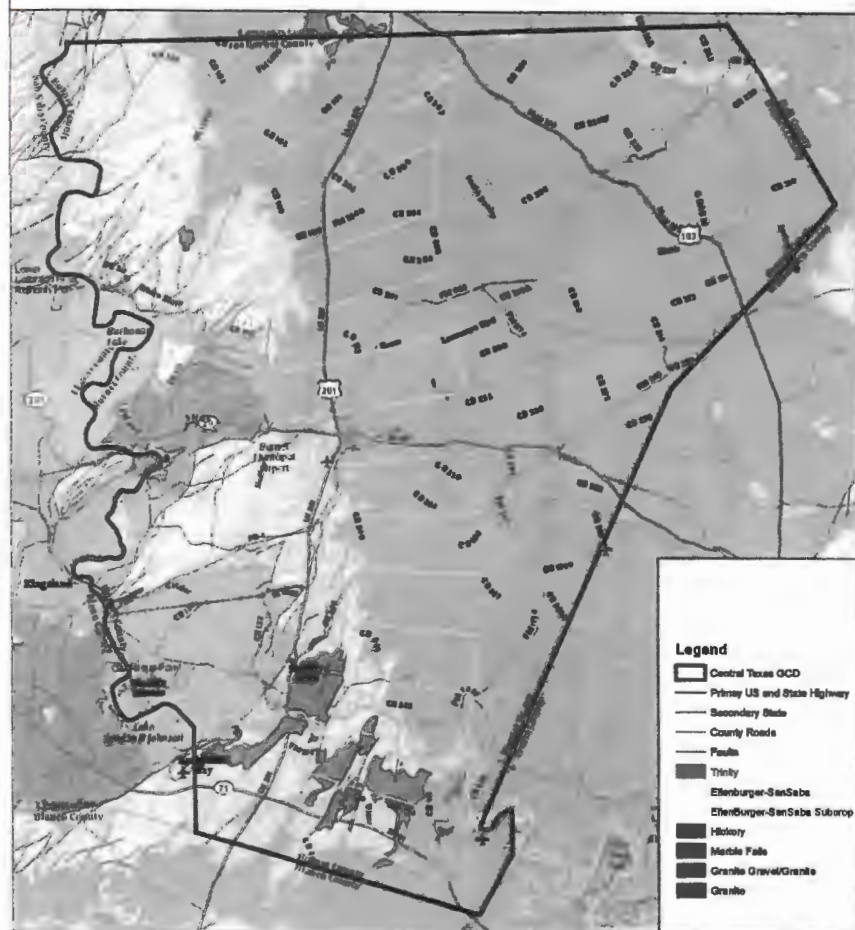


Scope of Work

- Structure (aquifer elevations and thicknesses)
- Properties (aquifer productivity)
- Water levels and available drawdown
- Water quality
- Recharge and discharge

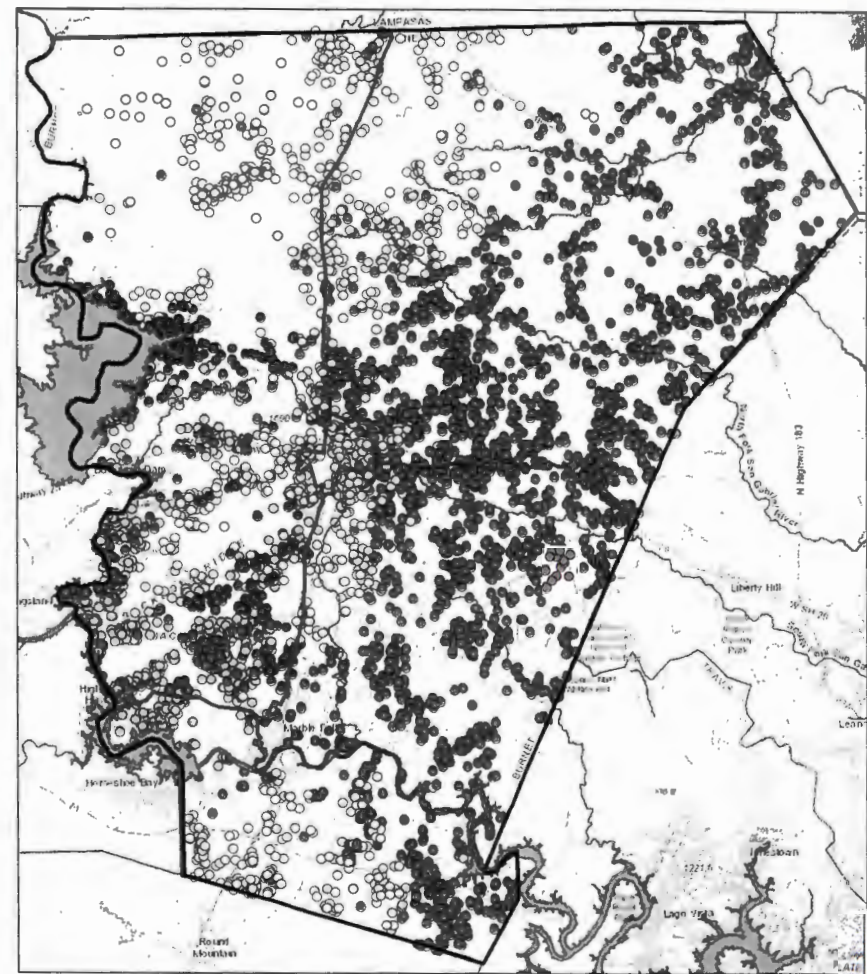


Central Texas GCD Aquifer Map



0 1 2 4 6 Miles

This map was produced by the Central Texas Groundwater Conservation District (CTGCD) for its own use. CTGCD does not warrant the accuracy or completeness of this map.



CTGCD Wells

- Trinity
- Marble Falls
- Ellenburger-San Saba
- Hickory
- Granite Gravel
- Granite

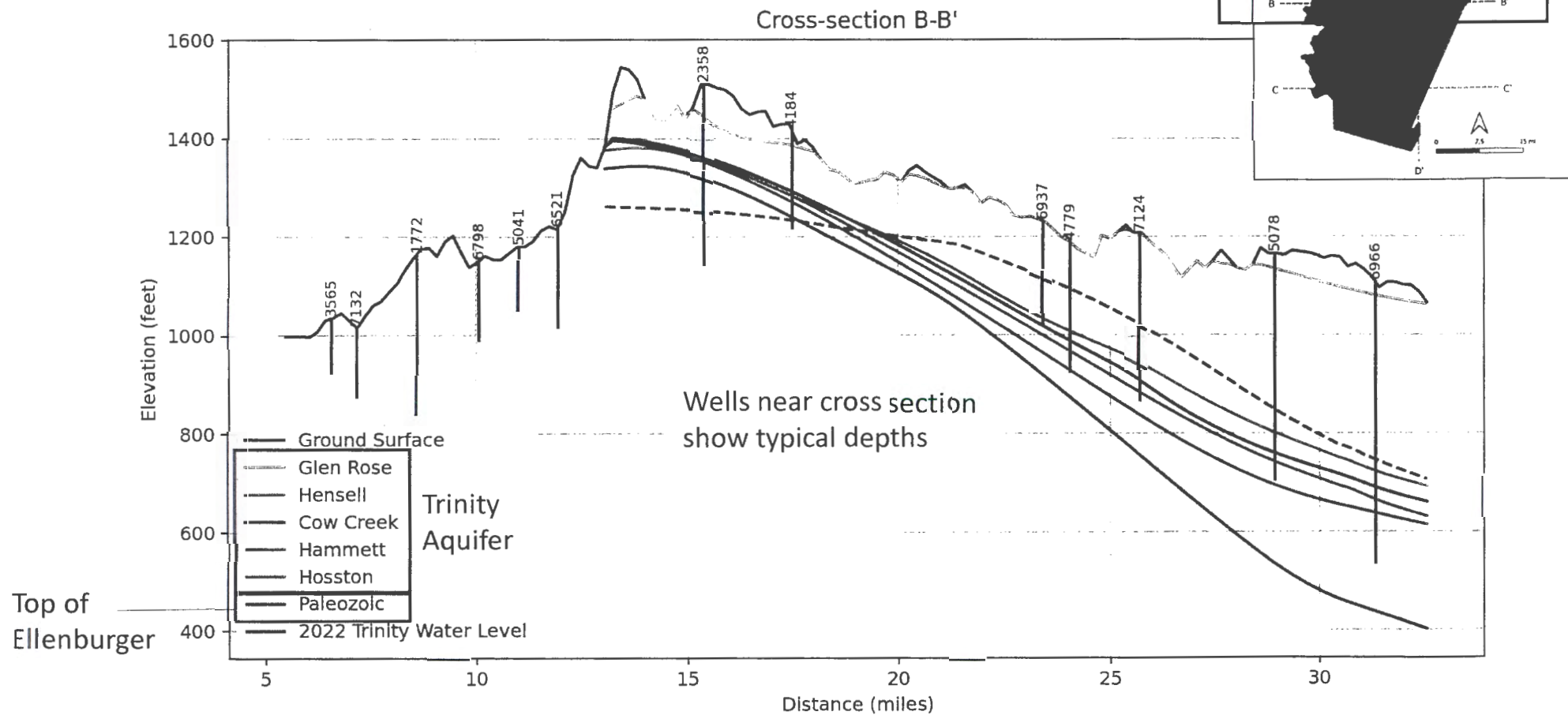


- Central Texas GCD
- Major Roads
- Surface Water
- Precincts

0 2.25 4.5 Miles

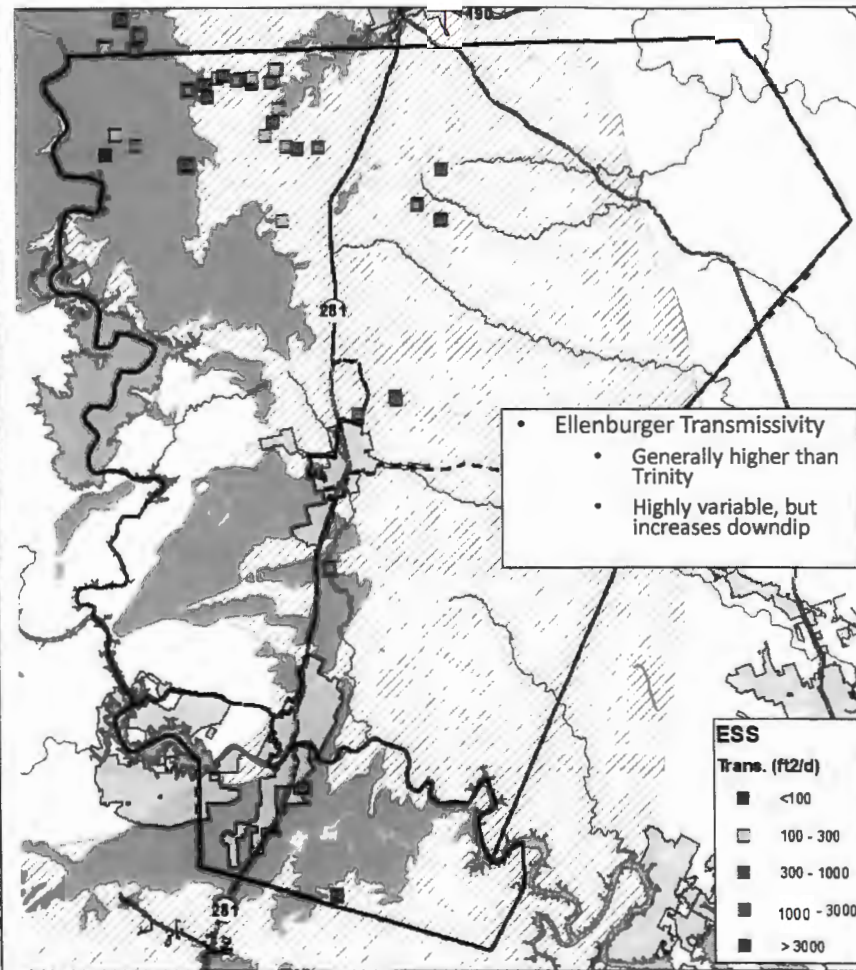
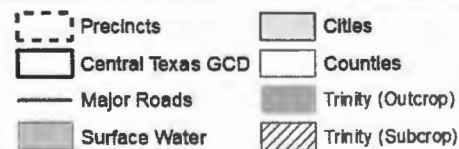
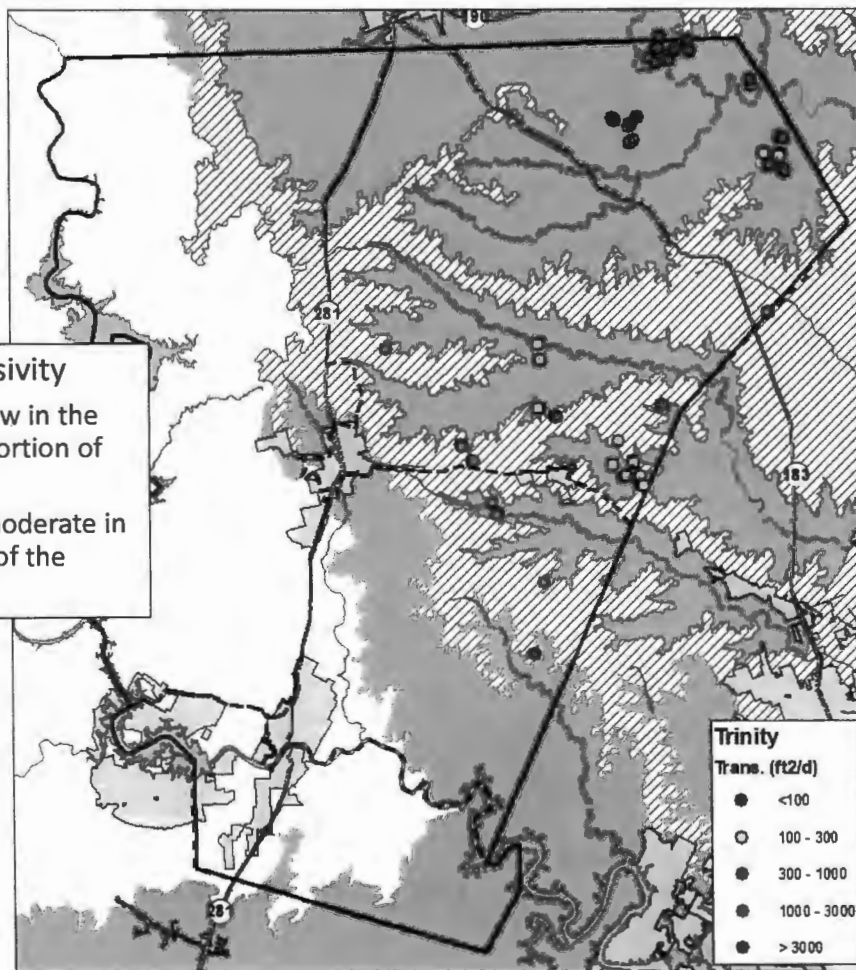
Structure

Top and bottom surfaces created throughout District

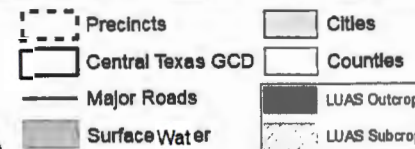


- **Trinity Transmissivity**

- Generally low in the northeast portion of the county
- Generally moderate in the middle of the county

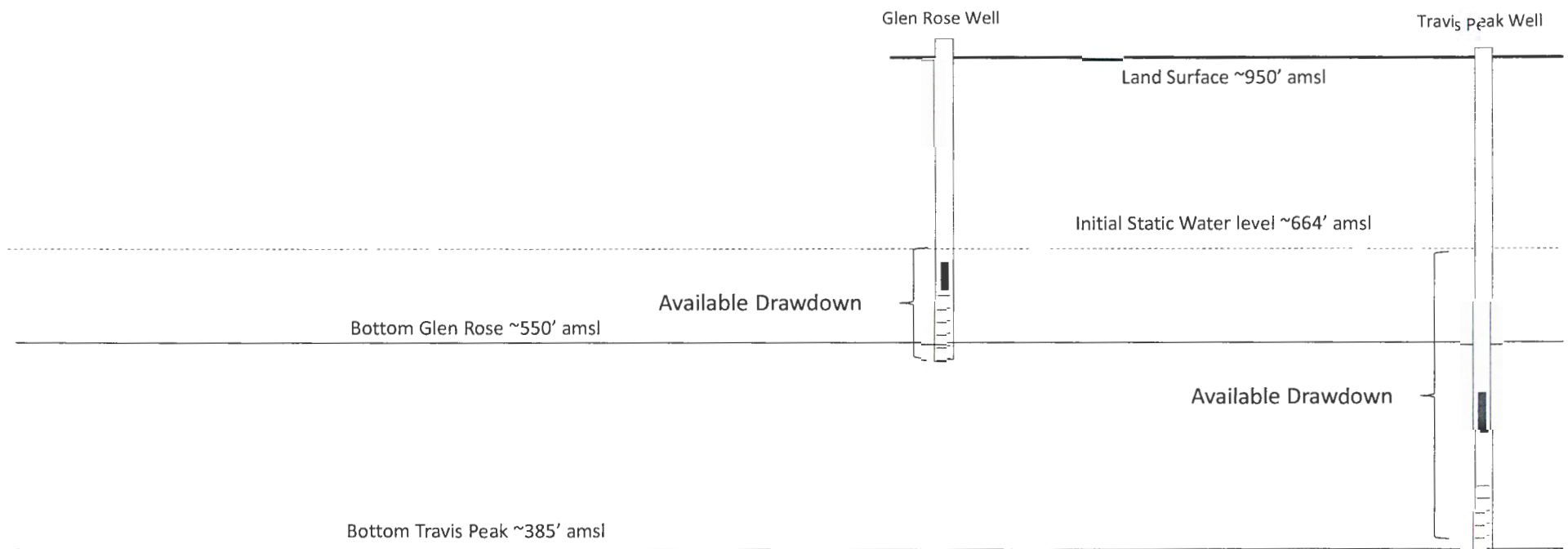


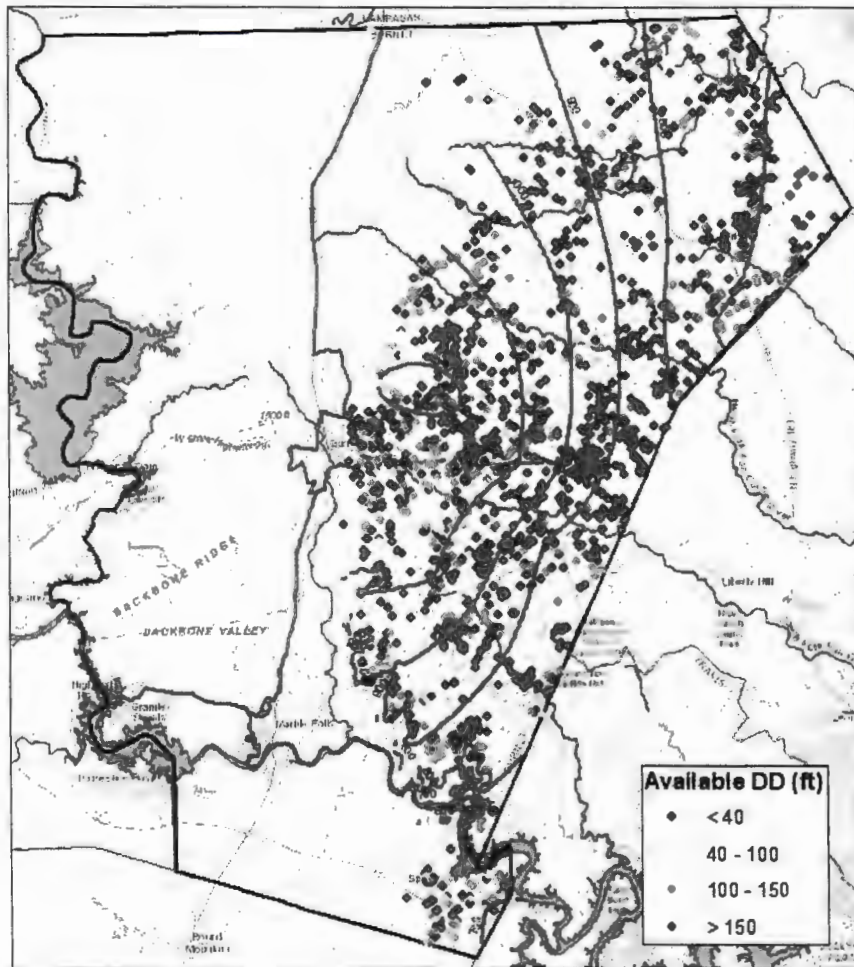
- **Ellenburger Transmissivity**
- Generally higher than Trinity
- Highly variable, but increases downdip



NOT TO SCALE
ILLUSTRATION ONLY

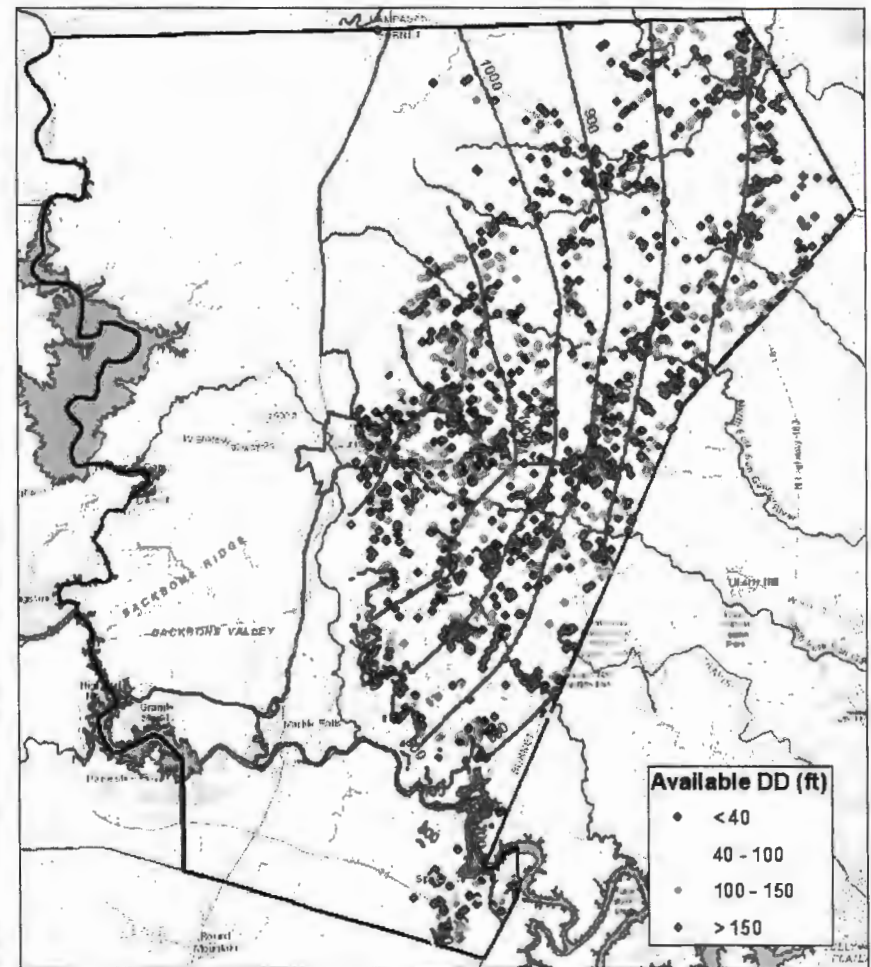
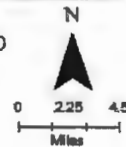
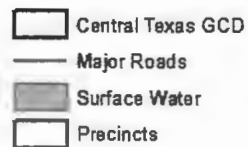
Available Drawdown Described





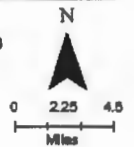
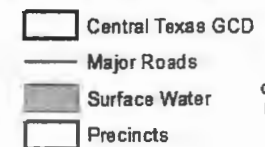
2012

ENTERA



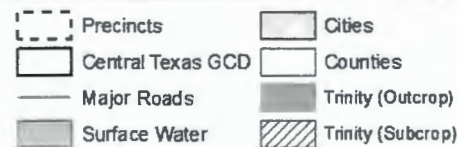
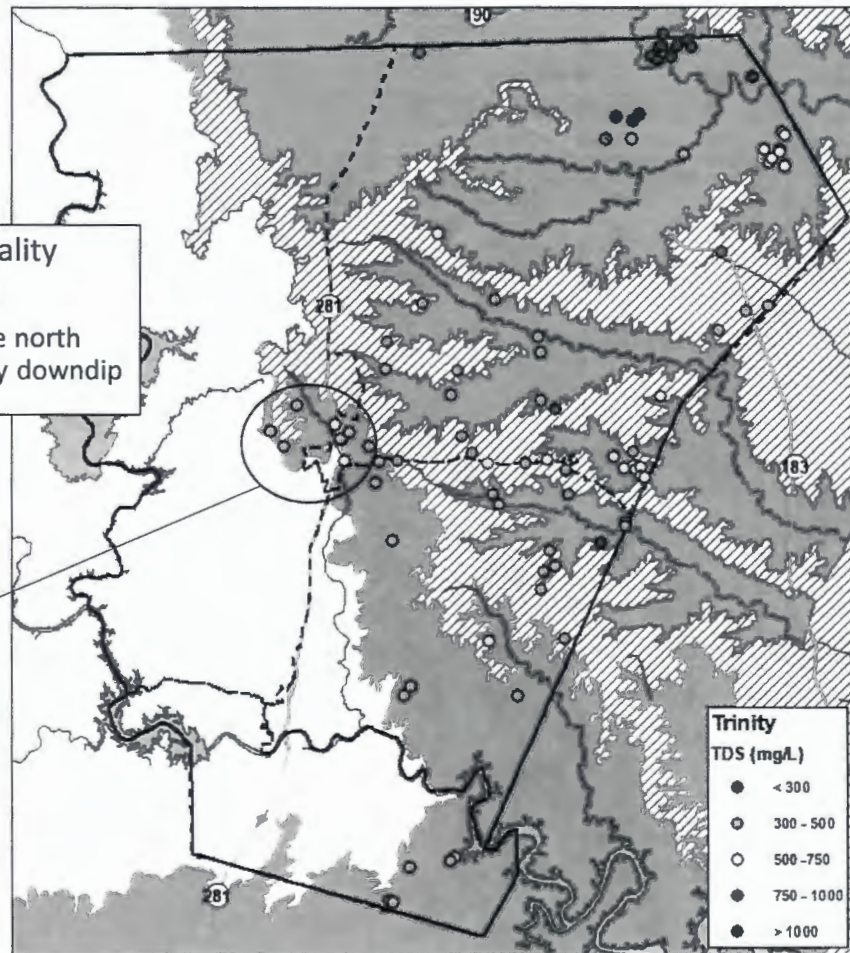
2022

ENTERA

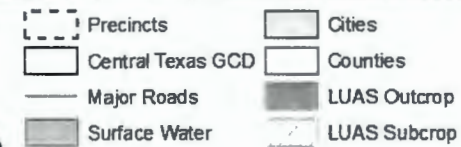
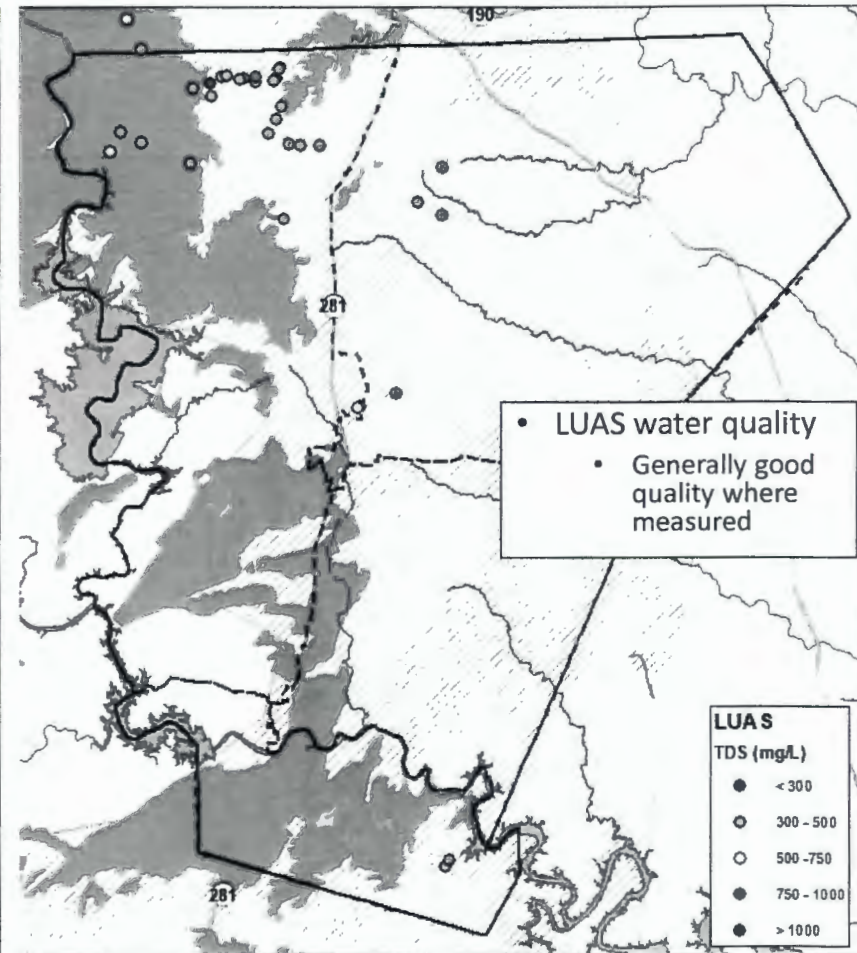


- Trinity Water Quality
 - Overall good
 - Poorer to the north and generally downdip

Some TWDB measurements are old (1960s) and shallow wells in the outcrop



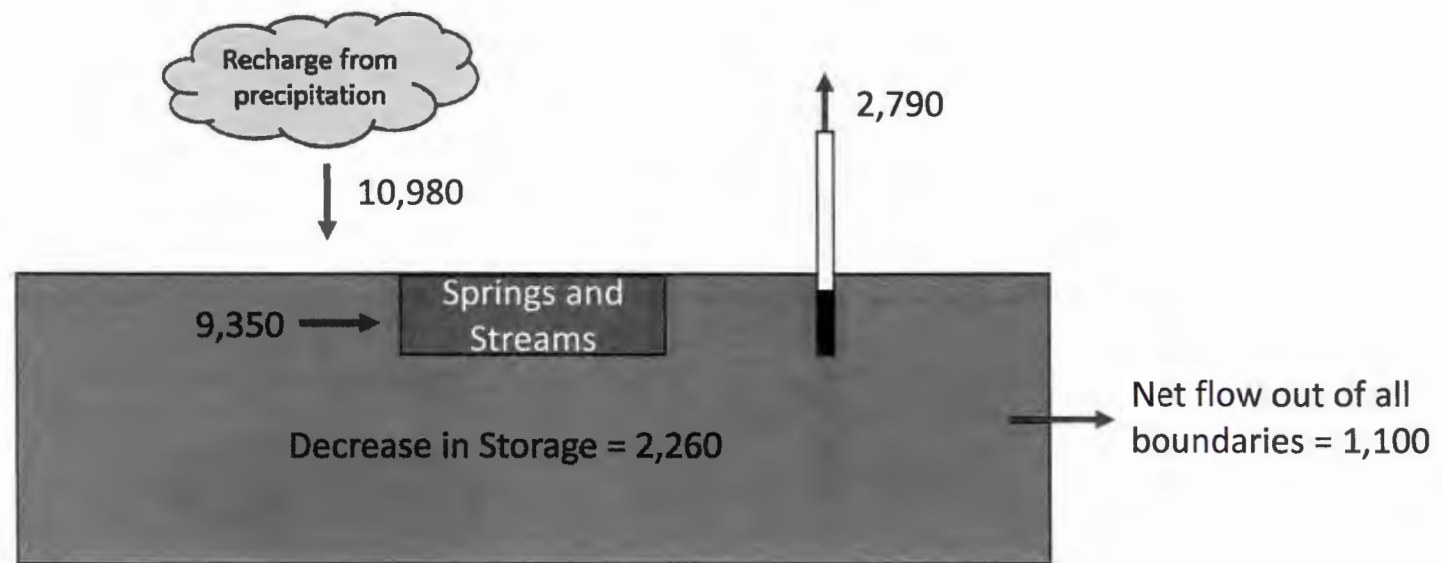
INTERA



INTERA

Simulated Trinity Water Balance, 2010 - 2012

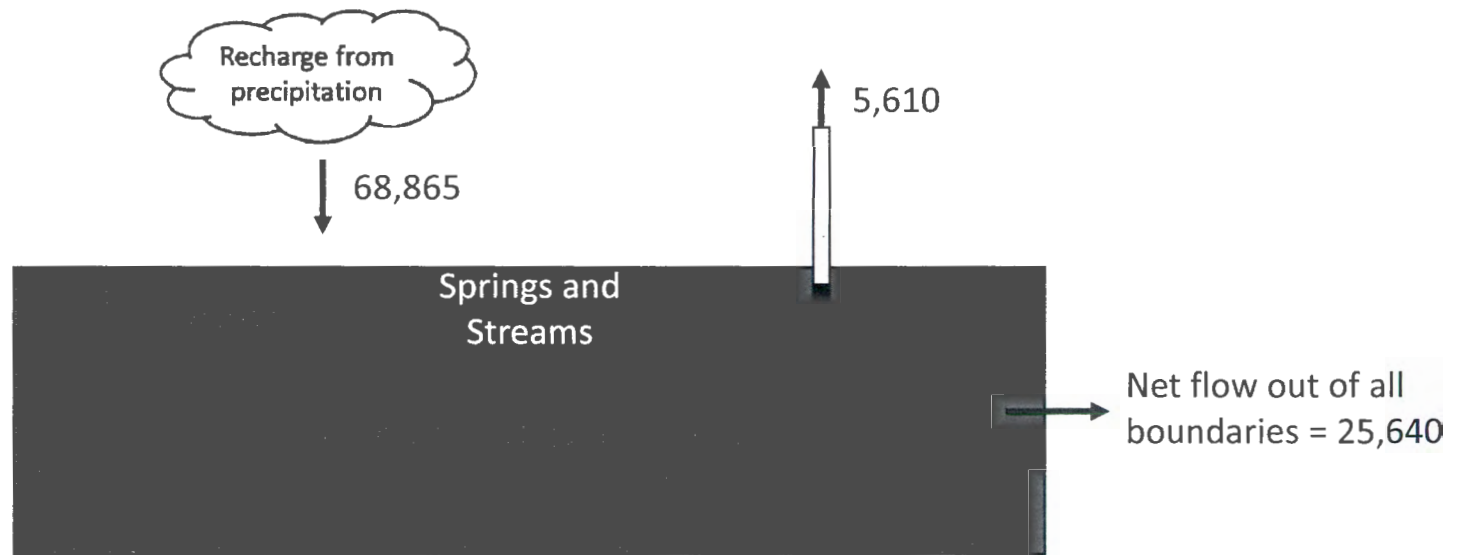
AFY



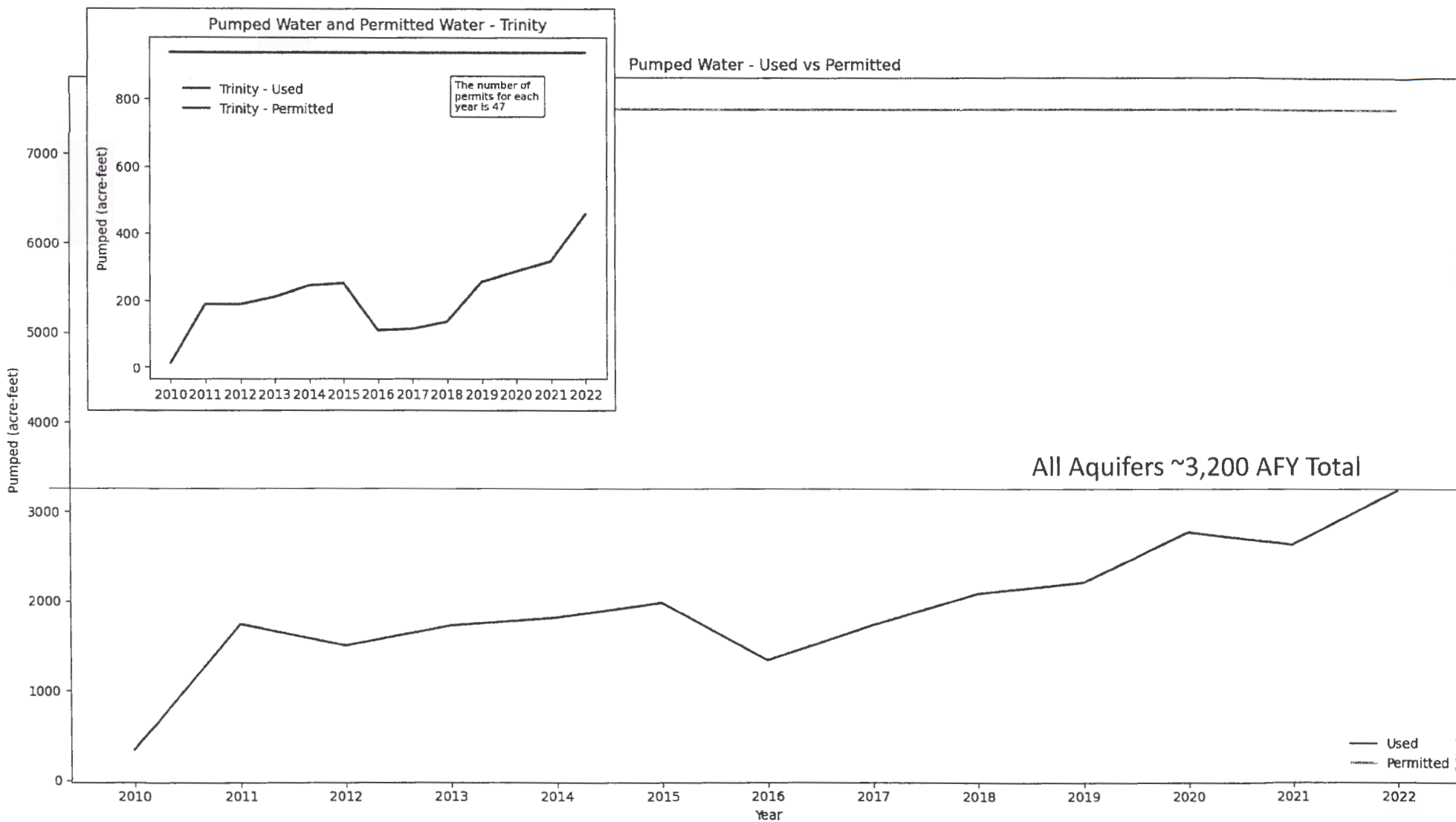
From the
TWDB GAM
Run 21-005

Simulated ESS Water Balance, Long Term

AFY



From the
TWDB GAM
Run 21-005



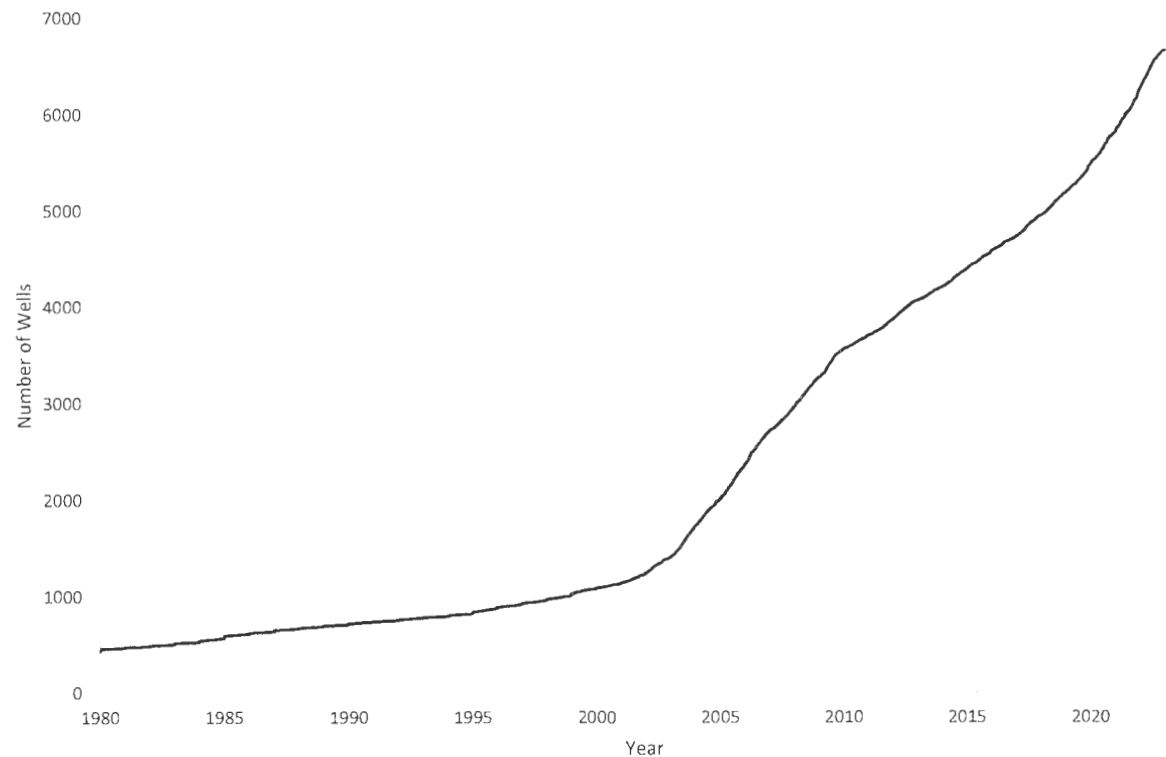
Pumping: Domestic/Non-exempt by rule

From CTGCD database, ~6,800 wells with drilled on dates out of the ~8,600 records

Drilling rate in the last 3 years is approximately 385 wells/year

At 0.4 AF/year, increase of about 154 AF/year

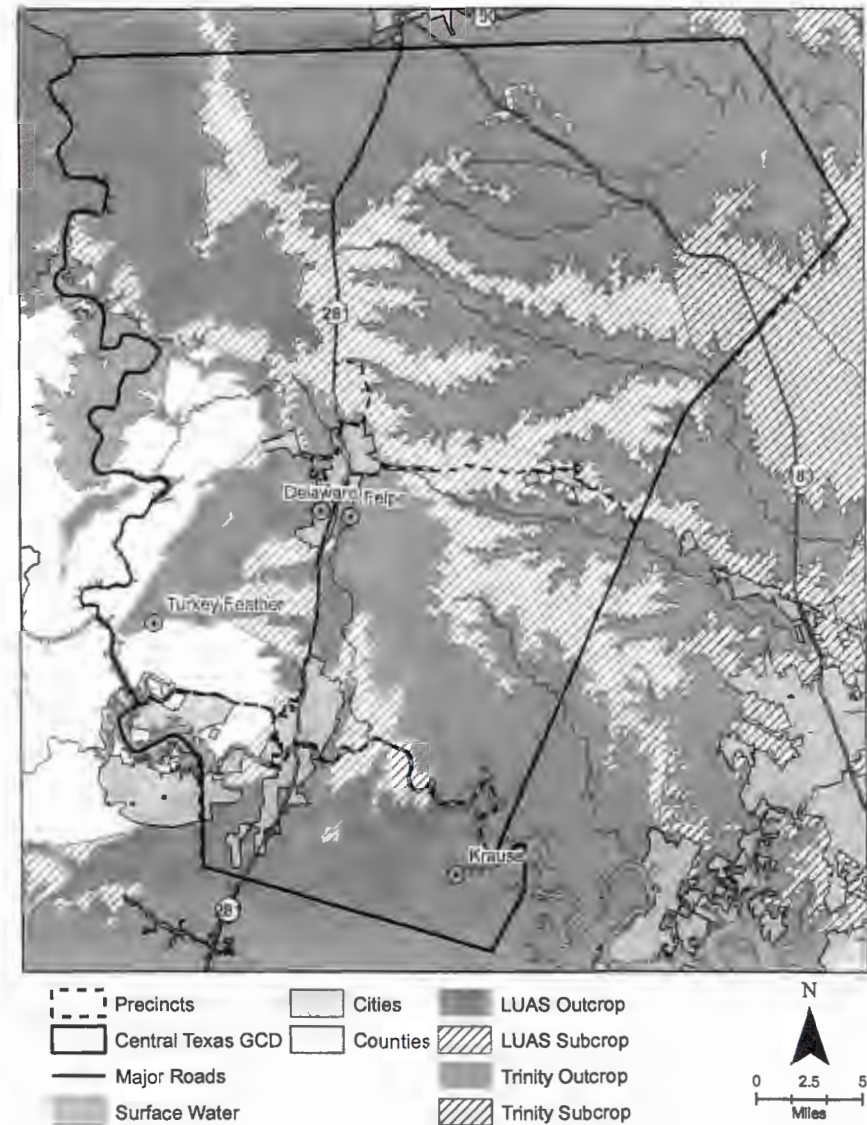
Current non-permitted well production unknown, 10,000 wells at 0.4 AFY would be 4,000 AFY



Spring Discharge

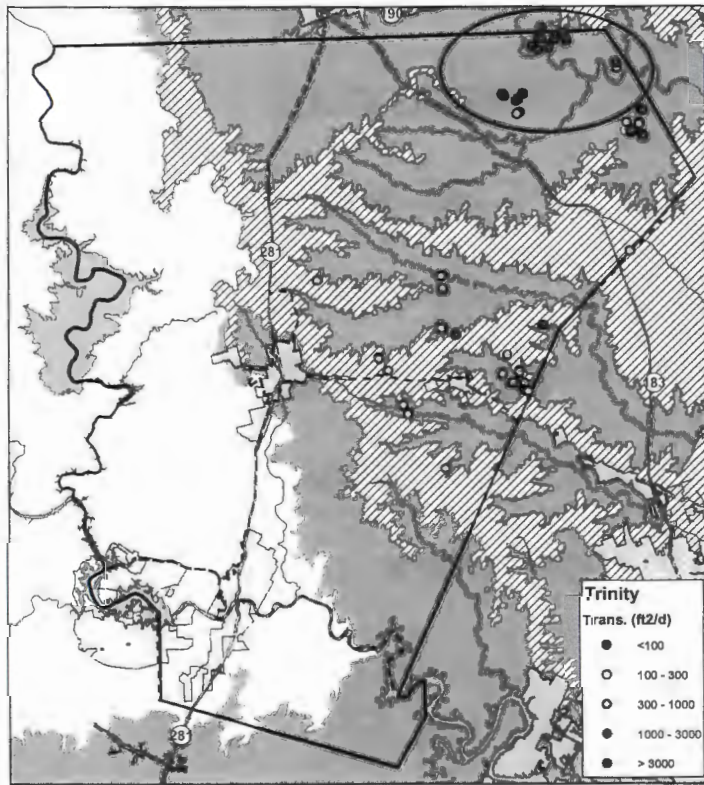
Average Measured Discharge

Name	Discharge (AFY)
Delaware Springs	371.0
Turkey Feather	45.7
Felps Springs	539.6
Krause Springs	323.0
Total	1,279.3

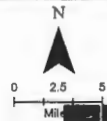


Trinity Summary: Example Area of Interest

Transmissivity

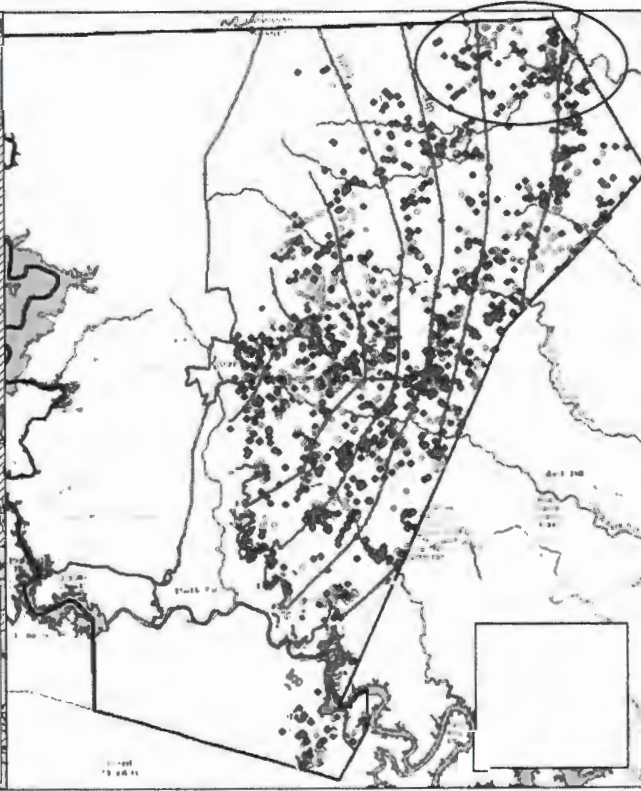


- Precincts
- Central Texas GCD
- Major Roads
- Surface Water
- Cities
- Counties
- Trinity (Outcrop)
- Trinity (Subcrop)



INTERA

Available Drawdown

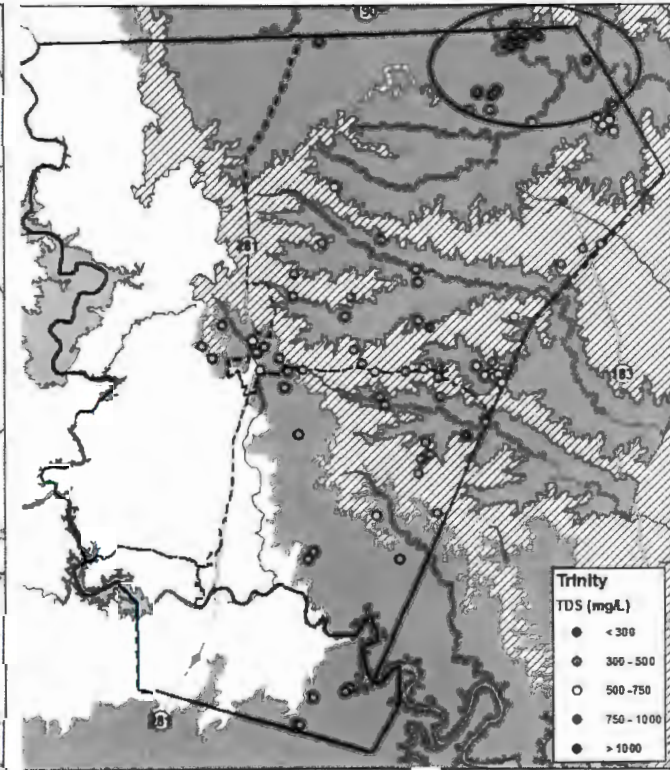


- Central Texas GCD
- Major Roads
- Surface Water
- Precincts



INTERA

Water Quality



- Precincts
- Central Texas GCD
- Major Roads
- Surface Water
- Cities
- Counties
- Trinity (Outcrop)
- Trinity (Subcrop)



INTERA

Summary

- From a regional perspective, Burnet County groundwater availability generally meets current overall volumetric needs, i.e. pumping does currently appear to exceed recharge regionally
- Local areas over the Trinity Aquifer are vulnerable from focused groundwater development
 - Where available drawdown is limited, or existing wells are shallow
 - Where aquifer transmissivity is low
 - These areas are generally in Precinct #2 although Precinct #4 lacks data to show one way or the other
- Groundwater quality is generally good throughout the county

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



*for 10/24/2023
as 11/2/23
A. G.*

NOTICE OF RECEIPT OF APPLICATION AND INTENT TO OBTAIN WATER QUALITY PERMIT

PROPOSED PERMIT NO. WQ0016352001

APPLICATION. CR Austin Resort, LLC, 500 Commerce Street, Suite 700, Fort Worth, Texas 76102, has applied to the Texas Commission on Environmental Quality (TCEQ) for proposed Texas Land Application Permit (TLAP) No. WQ0016352001 to authorize the disposal of treated wastewater at a volume not to exceed a daily average flow of 100,000 gallons per day via a subsurface area drip dispersal system on 23.57 acres of land. The domestic wastewater treatment facility and disposal area will be located approximately 1.30 miles northwest of the intersection of County Road 407 and Flying X Road, in Burnet County, Texas 78669. TCEQ received this application on June 5, 2023. The permit application will be available for viewing and copying at Spicewood Community Library, Building Foyer, 1011 Spur 191, Spicewood, Texas prior to the date it is published in the newspaper. This link to an electronic map of the site or facility's general location is provided as a public courtesy and not part of the application or notice. For the exact location, refer to the application.

<https://gisweb.tceq.texas.gov/LocationMapper/?marker=-98.180325,30.524806&level=18>

ALTERNATIVE LANGUAGE NOTICE. Alternative language notice in Spanish is available at <https://www.tceq.texas.gov/permitting/wastewater/plain-language-summaries-and-public-notices>. El aviso de idioma alternativo en español está disponible en <https://www.tceq.texas.gov/permitting/wastewater/plain-language-summaries-and-public-notices>.

ADDITIONAL NOTICE. TCEQ's Executive Director has determined the application is administratively complete and will conduct a technical review of the application. After technical review of the application is complete, the Executive Director may prepare a draft permit and will issue a preliminary decision on the application. **Notice of the Application and Preliminary Decision will be published and mailed to those who are on the county-wide mailing list and to those who are on the mailing list for this application. That notice will contain the deadline for submitting public comments.**

PUBLIC COMMENT / PUBLIC MEETING. You may submit public comments or request a public meeting on this application. The purpose of a public meeting is to provide the opportunity to submit comments or to ask questions about the application. TCEQ will hold a public meeting if the Executive Director determines that there is a significant degree of public interest in the application or if requested by a local legislator. A public meeting is not a contested case hearing.

OPPORTUNITY FOR A CONTESTED CASE HEARING. After the deadline for submitting public comments, the Executive Director will consider all timely comments and prepare a response to all relevant and material, or significant public comments. **Unless the application is directly referred for a contested case hearing, the response to comments, and the Executive Director's decision on the application, will be mailed to everyone who submitted public comments and to those persons who are on the mailing list for this application. If comments are received, the mailing will also provide instructions for requesting reconsideration of the Executive Director's decision and for requesting a contested case hearing.** A contested case hearing is a legal proceeding similar to a civil trial in state district court.

TO REQUEST A CONTESTED CASE HEARING, YOU MUST INCLUDE THE FOLLOWING ITEMS IN YOUR REQUEST: your name, address, phone number; applicant's name and proposed permit number; the location and distance of your property/activities relative to the proposed facility; a specific description of how you would be adversely affected by the facility in a way not common to the general public; a list of all disputed issues of fact that you submit during the comment period and, the statement "[I/we] request a contested case hearing." If the request for contested case hearing is filed on behalf of a group or association, the request must designate the group's representative for receiving future correspondence; identify by name and physical address an individual member of the group who would be adversely affected by the proposed facility or activity; provide the information discussed above regarding the affected member's location and distance from the facility or activity; explain how and why the member would be affected; and explain how the interests the group seeks to protect are relevant to the group's purpose.

Following the close of all applicable comment and request periods, the Executive Director will forward the application and any requests for reconsideration or for a contested case hearing to the TCEQ Commissioners for their consideration at a scheduled Commission meeting.

The Commission may only grant a request for a contested case hearing on issues the requestor submitted in their timely comments that were not subsequently withdrawn. **If a hearing is granted, the subject of a hearing will be limited to disputed issues of fact or mixed questions of fact and law relating to relevant and material water quality concerns submitted during the comment period.**

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

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

AGENCY CONTACTS AND INFORMATION. Public comments and requests must be submitted either electronically at <http://www14.tceq.texas.gov/epic/eComment/>, or in writing

to the Texas Commission on Environmental Quality, Office of the Chief Clerk, MC-105, P.O. Box 13087, Austin, Texas 78711-3087. Please be aware that any contact information you provide, including your name, phone number, email address, and physical address will become part of the agency's public record. For more information about this permit application or the permitting process, please call the TCEQ Public Education Program, Toll Free, at 1-800-687-4040 or visit their website at www.tceq.texas.gov/goto/pep. Si desea información en Español, puede llamar al 1-800-687-4040.

Further information may also be obtained from CR Austin Resort, LLC at the address stated above or by calling Mr. Bryce Canady, P.E., Project Manager, Murfee Engineering Company, at 512-327-9204.

Issuance Date: October 4, 2023

Comisión de Calidad Ambiental del Estado de Texas



AVISO DE RECIBO DE LA SOLICITUD E INTENCION DE OBTENER PERMISO PARA LA CALIDAD DEL AGUA

PERMISO PROPUESTO NO. WQ0016352001

SOLICITUD. CR Austin Resort, LLC, 500 Commerce Street, Suite 700, Fort Worth, Texas 76102, ha solicitado a la Comisión de Calidad Ambiental de Texas (TCEQ) para el propuesto Permiso No. WQ0016352001 de disposición de aguas residuales para autorizar la disposición de aguas residuales tratadas en un volumen que no sobrepasa un flujo promedio diario de 100,000 galones por día a través de un sistema de dispersión por goteo en el subsuelo en 23,57 acres de tierra. La planta de tratamiento de aguas domésticos residuales y el área de disposición están ubicados en un terreno ubicado aproximadamente a 1.30 millas al noroeste de la intersección de County Road 407 y Flying X Road en el Condado de Burnet, Texas 78669. La TCEQ recibió esta solicitud el día 5 de junio de 2023. La solicitud para el permiso estará disponible para leerla y copiarla en Spicewood Community Library, Building Foyer, 1011 Spur 191, Spicewood, Texas antes de la fecha de publicación de este aviso en el periódico. Este enlace a un mapa electrónico de la ubicación general del sitio o de la instalación es proporcionado como una cortesía y no es parte de la solicitud o del aviso. Para la ubicación exacta, consulte la solicitud. <https://gisweb.tceq.texas.gov/LocationMapper/?marker=-98.17800151255159,30.526451885184407&level=18>

AVISO ADICIONAL. El Director Ejecutivo de la TCEQ ha determinado que la solicitud es administrativamente completa y conducirá una revisión técnica de la solicitud. Después de completar la revisión técnica, el Director Ejecutivo puede preparar un borrador del permiso y emitirá una Decisión Preliminar sobre la solicitud. **El aviso de la solicitud y la decisión preliminar serán publicados y enviado a los que están en la lista de correo de las personas a lo largo del condado que desean recibir los avisos y los que están en la lista de correo que desean recibir avisos de esta solicitud. El aviso dará la fecha límite para someter comentarios públicos.**

COMENTARIO PUBLICO / REUNION PUBLICA. Usted puede presentar comentarios públicos o pedir una reunión pública sobre esta solicitud. El propósito de una reunión pública es dar la oportunidad de presentar comentarios o hacer preguntas acerca de la solicitud. La TCEQ realiza una reunión pública si el Director Ejecutivo determina que hay un grado de interés público suficiente en la solicitud o si un legislador local lo pide. Una reunión pública no es una audiencia

administrativa de lo contencioso.

OPORTUNIDAD DE UNA AUDIENCIA ADMINISTRATIVA DE LO

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

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

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

LISTA DE CORREO. Si somete comentarios públicos, un pedido para una audiencia administrativa de lo contencioso o una reconsideración de la decisión del Director Ejecutivo, la Oficina del Secretario Principal enviará por correo los avisos públicos en relación con la solicitud. Además, puede pedir que la TCEQ ponga su nombre en una o más de las listas de correos siguientes (1) la lista de correo permanente para recibir los avisos de el solicitante indicado por nombre y número del permiso específico y/o (2) la lista de correo de todas las solicitudes en un condado específico. Si desea que se agregue su nombre en una de las listas designe cual lista(s) y envía por correo su pedido a la Oficina del Secretario Principal de la TCEQ.

CONTACTOS E INFORMACIÓN DE LA TCEQ. Todos los comentarios escritos del público y los para pedidos una reunión deben ser presentados a la Oficina del Secretario Principal, MC 105, TCEQ, P.O. Box 13087, Austin, TX 78711-3087 o por el internet at www.tceq.texas.gov/about/comments.html. Tenga en cuenta que cualquier información personal que usted proporcione, incluyendo su nombre, número de teléfono, dirección de correo electrónico y dirección física pasarán a formar parte del registro público de la Agencia. Si necesita más información en Español sobre esta solicitud para un permiso o el proceso del permiso, por favor llame a El Programa de Educación Pública de la TCEQ, sin cobro, al 1-800-687-4040. La información general sobre la TCEQ puede ser encontrada en nuestro sitio de la red: www.tceq.texas.gov.

También se puede obtener información adicional del CR Austin Resort, LLC a la dirección indicada arriba o llamando a Bryce Canady, P.E., al 512-327-9204.

Fecha de emisión 4 de octubre de 2023



Texas Wildlife Services Program - State Office

Street Address

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

Telephone: (210) 472-5451

Fax: (210) 561-3846

Mailing Address

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

September 25, 2023

Dear Cooperator:

The enclosed MIS Monthly Summary contains the activities performed by the WS Technician assigned within your county during October 1, 2022, through August 31, 2023.

If you have any questions, please contact your corresponding District Office.

Sincerely,

Mary Ann Rendon
MIS Data Technician

*for 10/14/23
cc
AK
J.B.*

Land Involved In This Summary

Land Type	Uom	Total	Person-day-visits
COUNTY OR CITY LAND	ACRE	8,509	60
PRIVATE LAND	ACRE	81,614	574
	Total	90,123	

Agreement/Property Summary

Total Agreements/Properties Worked: 55/55

Total Person-day-visits: 634

Agreement Common Name	Time	Person-day-visits
4s ranch llc	44 : 00	20
bar h bar land and cattle co	49 : 30	9
bar w ranch	12 : 30	10
bcg wildlife managment	31 : 00	18
bishop ranch	47 : 30	18
bluff view ranch	26 : 30	19
bowman east side	3 : 00	2
bowman ranch	4 : 30	4
brown ranch	34 : 30	33
bryson ranch	18 : 00	7
burnam ranch	54 : 00	21
burnet	38 : 08	15
capstone ranch	3 : 00	1
cedar ridge	23 : 30	16
city of marble falls	11 : 50	8
cloud ranch	17 : 00	10
cockrell ranch	30 : 00	14
creek	22 : 00	15
crisco ranch	2 : 00	2
crutchfield place	3 : 30	6
d-cross ranch	18 : 50	7
ebeling ranch	56 : 00	20
elliott ranches	15 : 30	11
estes ranch	47 : 00	15
evans ranches	55 : 00	22
frazier ranch	30 : 00	26
green pasture ranch	35 : 00	14
hahn ranch	0 : 01	1
hamilton ranch	6 : 00	4
henry place	5 : 00	4

Agreement Common Name	Time	Person-day-visits
hettner ranch	11 : 00	8
howard ranch	2 : 00	1
kingma place	12 : 45	16
knobelsdorf ranch	9 : 00	11
las animas ranch	2 : 00	1
lazy w	17 : 00	7
legends golf course	6 : 20	4
moreland	60 : 31	27
morris place	3 : 00	2
owens ranch	14 : 00	7
park ranch	12 : 00	7
petterson place	11 : 20	5
rio gabriel ranch	4 : 00	2
schunck family ranch llc	10 : 00	6
shifflett ranch	53 : 00	37
simmons m. pasture	22 : 20	8
t moore ranch	36 : 30	21
thompson ranch	74 : 30	29
three creek ranch	40 : 30	12
tributary sporting club	7 : 00	1
ussery ranch	20 : 00	13
vann home place	7 : 00	6
wolf creek ranch	41 : 30	25
woodyard ranch	4 : 00	2
zack and dawn`s ranch	6 : 00	4

Employee Summary - Total includes converted Hobbs

	FIELD WORK	AERIAL	OUTREACH	admin LEAVE	ADMIN	TOTAL
	hrs : mins	hobbs	hrs : mins	hrs : mins	hrs : mins	hrs : mins
<u>Chan, Emi</u>	7 : 31					7 : 31
<u>Eustace, Peggie</u>			0 : 30			0 : 30
<u>Flanigan, Patrick</u>	219 : 30		1 : 15		10 : 30	231 : 15
<u>Leland, Mary</u>			1 : 00			1 : 00
<u>Mcniel, Trenton</u>	974 : 19		16 : 10			990 : 29
<u>Sandoval, Rafael</u>					0 : 45	0 : 45
<u>Steen, Douglas</u>	0 : 05					0 : 05
Total	1,201 : 25	0.0	18 : 55	0 : 00	11 : 15	1,231 : 35

Take Summary**Target Intentional**

	Killed Euthanized	Transfer Custody	Relocated	Removed Destroyed	Freed Released	Dispersed	Surveyed	Immobilized	Collared	Treated
<u>Bobcats</u>										
<u>snares, neck</u>	<u>3</u>									
Total	3									
<u>Caracaras, Northern Crested</u>										
<u>firearms</u>	<u>1</u>									
Total	1									
<u>Coyotes</u>										
<u>firearms</u>	<u>1</u>									
<u>m-44 cyanide capsule</u>	<u>40</u>									
<u>snares, neck</u>	<u>109</u>									
Total	150									
<u>Dogs, Feral, Free-Ranging And Hybrids</u>										
<u>snares, neck</u>	<u>5</u>									
Total	5									
<u>Foxes, Gray</u>										
<u>calling device, electronic</u>	<u>1</u>									
<u>m-44 cyanide capsule</u>	<u>2</u>									
<u>snares, neck</u>	<u>5</u>									
Total	8									
<u>Foxes, Red</u>										
<u>snares, neck</u>	<u>2</u>									
Total	2									
<u>Raccoons</u>										
<u>snares, neck</u>	<u>5</u>									
Total	5									
<u>Swine, Feral</u>										
<u>firearms</u>	<u>4</u>									
<u>snares, neck</u>	<u>17</u>									
<u>traps, cage</u>	<u>298</u>									
Total	319									
<u>Vultures, Black</u>										
<u>traps, cage</u>	<u>26</u>									

	Killed Euthanized	Transfer Custody	Relocated	Removed Destroyed	Freed Released	Dispersed	Surveyed	Immobilized	Collared	Treated
Total	26									
<u>Vultures, Turkey</u>										
<u>traps, cage</u>	17									
Total	17									
Bottom Line Total	536									

Target Un-Intentional

no take data of this type.

Non-Target Un-Intentional

no take data of this type.

Damage Summary

Loss Reported

Resource	Species	Damage	WTs (Occurs)	Proj Starts	Loss	Value
AGRICULTURE						
Commercial Game Animals (Pen-Raised)						
mammals, deer, axis	coyotes	damage threat	1	1	1 in	\$0
mammals, deer, axis	coyotes	predation	4	0	39 ea	\$64,250
Commercial Game Animals (Pen-Raised) Sub Total			5	1	39 ea 1 in	\$64,250
Field Crops						
grasses/sod	swine, feral	damage threat	1	1	1 in	\$0
hayfields, mixed species	swine, feral	damage threat	1	1	1 in	\$0
Field Crops Sub Total			2	2	2 in	\$0
Livestock						
cattle calves (beef)	coyotes	damage threat	2	2	2 in	\$0
cattle calves (beef)	coyotes	predation	1	0	1 ea	\$882
cattle calves (beef)	dogs, feral, free-ranging and hybrids	predation	1	0	2 ea	\$1,763
cattle calves (beef)	vultures, black	damage threat	1	1	1 in	\$0
equine, donkeys/burros	lions, mountain (cougar)		1	1	1 in	\$0

		damage threat				
fowl, chickens (other)	raccoons	predation	1	1	1 ea	\$75
goats, meat (kids)	coyotes	predation	1	0	1 ea	\$91
goats, z-(other adults)	vultures, black	predation	1	1	1 ea	\$187
goats, z-(other kids)	coyotes	predation	1	0	3 ea	\$275
Livestock Sub Total			10	6	9 ea 4 in	\$3,273
Range/Pasture						
pasture	swine, feral	damage	1	0	7 acre	\$9,730
rangeland	swine, feral	damage threat	2	2	2 in	\$0
Range/Pasture Sub Total			3	2	7 acre 2 in	\$9,730
AGRICULTURE Sub Total			20	11	7 acre 48 ea 9 in	\$77,253
HEALTH AND SAFETY						
Human Health And Safety						
hlth/sfty, human z-(general)	bats, brazilian (mexican) free-tailed	damage threat	1	1	1 in	\$0
hlth/sfty, human z-(general)	coyotes	damage threat	2	2	2 in	\$0
hlth/sfty, human z-(general)	snakes, rattlesnakes, western diamond	damage threat	1	1	1 in	\$0
hlth/sfty, human z-(general)	vultures, black	damage threat	2	2	2 in	\$0
Human Health And Safety Sub Total			6	6	6 in	\$0
HEALTH AND SAFETY Sub Total			6	6	6 in	\$0
PROPERTY						
Landscaping, Turf And Gardens						
golf courses	geese, canada	damage threat	1	1	1 in	\$0
trees, standing/shrubs	beavers	damage threat	1	1	1 in	\$0
turf and/or flowers	armadillos, nine-banded	damage threat	1	1	1 in	\$0
turf and/or flowers	swine, feral	damage threat	4	4	4 in	\$0
Landscaping, Turf And Gardens Sub Total			7	7	7 in	\$0
PROPERTY Sub Total			7	7	7 in	\$0
Total						
			33	24	7 acre 48 ea 22 in	\$77,253

Loss Verified

Resource	Species	Damage	WTs (Occurs)	Proj Starts	Loss	Value
AGRICULTURE						
Commercial Game Animals (Pen-Raised)						
mammals, deer, axis	coyotes	predation	3	0	5 ea	\$7,942
mammals, deer, white-tailed ag	coyotes	predation	1	1	1 ea	\$1,501
Commercial Game Animals (Pen-Raised) Sub Total			4	1	6 ea	\$9,443
Livestock						
sheep (lambs)	vultures, black	predation	1	0	2 ea	\$402
Livestock Sub Total			1	0	2 ea	\$402
Range/Pasture						
rangeland	swine, feral	damage	2	0	11 acre	\$15,000
Range/Pasture Sub Total			2	0	11 acre	\$15,000
AGRICULTURE Sub Total			7	1	11 acre 8 ea	\$24,845
PROPERTY						
Landscaping, Turf And Gardens						
golf courses	geese, canada	damage	1	0	1 acre	\$10,000
Landscaping, Turf And Gardens Sub Total			1	0	1 acre	\$10,000
Structures						
boat docks/marinas	vultures, black	damage	1	0	1 in	\$1,000
Structures Sub Total			1	0	1 in	\$1,000
PROPERTY Sub Total			2	0	1 acre 1 in	\$11,000
Total						
			9	1	12 acre 8 ea 1 in	\$35,845

Distinct Species/Resource Conflict Counts by Form Type

Total distinct TA Species/Resource conflicts: 18

Total distinct DC (all non TA) Species/Resource conflicts: 51

Samples Summary

Species/Disease	Sample Type	Samples
foxes, gray Total Sampled 7		
rabies	tissue	7
Total Samples		7
swine, feral Total Sampled 3		
classical swine fever	blood/serum	3
genetics	blood/serum	1

Species/Disease	Sample Type	Samples
genetics	tissue	2
pseudorabies	blood/serum	3
swine brucellosis	blood/serum	3
Total Samples		12
Total Bottom Line		19

TA/Outreach by Species Summary

	1=consultation, personal, 2=consultation, written/telephone, 3=consultation, hotline, 4=instructional session, 5=radio/tv personal appearance, 6=radio/tv public service announcement, 7=newspaper/periodical article, 8=exhibit, 9=bait distribution program, 10=information transfer, ws, 11=info. transfer, gen. wildlife management, 12=site visit, 13=web hits															
Species	1	2	3	4	5	6	7	8	9	10	11	12	13	Total	Parties	Leaflets
<u>armadillos, nine-banded</u>		1												1	1	
<u>bats, brazilian (mexican) free-tailed</u>		1												1	1	
<u>beavers</u>	1													1	1	
<u>coyotes</u>	2	4												6	19	2
<u>geese, canada</u>		1												1	1	
<u>lions, mountain (cougar)</u>	1													1	1	
<u>raccoons</u>		1												1	3	2
<u>snakes, rattlesnakes, western diamond</u>		1												1	1	
<u>swine, feral</u>	3	5												8	17	
<u>vultures, black</u>		5												5	5	
Total	7	19	0	0	0	0	0	0	0	0	0	0	0	26	50	4

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

TA/Outreach by Employee Summary

	1=consultation, personal, 2=consultation, written/telephone, 3=consultation, hotline, 4=instructional session, 5=radio/tv personal appearance, 6=radio/tv public service announcement, 7=newspaper/periodical article, 8=exhibit, 9=bait distribution program, 10=information transfer, ws, 11=info. transfer, gen. wildlife management, 12=site visit, 13=web hits															
	1	2	3	4	5	6	7	8	9	10	11	12	13	Total	Parties	Leaflets
<u>Eustace, Peggie</u>		1												1	1	
<u>Flanigan, Patrick</u>	1	1												2	6	4
<u>Leland, Mary</u>		2												2	2	
<u>Mcniel, Trenton</u>	6	15												21	41	
Total	7	19	0	0	0	0	0	0	0	0	0	0	0	26	50	4

Chemicals Summary**CHEMICALS: EPA-REGULATED**

Component	Reg. Num.	Use Type	Qty	Uom	WTs
m-44 cyanide capsule	56228-15	fired	116	ea	62

CHEMICALS: EXPLOSIVE

Component	Use Type	Qty	Uom	WTs
pyrotechnics (all)	applied/used	15	ea	5

CHEMICALS: I/E DRUGS

no I/E DRUGS chemical data.

CHEMICALS: NON-REGULATED

no NON-REGULATED PRDCT chemical data.

BIOLOGICS

no BIOLOGICS chemical data.

Equipment Loaned/Distributed/Sold Summary

no data.

Conflict Project Start Button Summary

Resource	Species	Proj Start Button	WTs (Occurs)
boat docks/marinas	vultures, black	0	9
cattle adult (beef)	swine, feral	0	2
cattle calves (beef)	coyotes	2	142
cattle calves (beef)	dogs, feral, free-ranging and hybrids	0	10
cattle calves (beef)	swine, feral	0	8
cattle calves (beef)	vultures, black	1	1
dikes/dams/impoundments	beavers	0	2
equine, donkeys/burros	lions, mountain (cougar)	1	1
feed, livestock	raccoons	0	4
feed, livestock	swine, feral	0	2
fowl, chickens (other)	raccoons	1	1
gardens, veg./fruits/nuts	armadillos, nine-banded	0	1

Resource	Species	Proj Start Button	WTs (Occurs)
goats, meat (kids)	coyotes	0	30
goats, z-(other adults)	coyotes	0	17
goats, z-(other adults)	vultures, black	1	1
goats, z-(other kids)	coyotes	0	56
goats, z-(other kids)	raccoons	0	13
golf courses	geese, canada	1	8
grasses/sod	swine, feral	1	1
hayfields, mixed species	swine, feral	1	54
hlth/sfty, human z-(general)	alligators, american	0	1
hlth/sfty, human z-(general)	bats, brazilian (mexican) free-tailed	1	1
hlth/sfty, human z-(general)	coyotes	2	2
hlth/sfty, human z-(general)	foxes, gray	0	69
hlth/sfty, human z-(general)	foxes, red	0	29
hlth/sfty, human z-(general)	raccoons	0	84
hlth/sfty, human z-(general)	skunks, striped	0	8
hlth/sfty, human z-(general)	snakes, rattlesnakes, western diamond	1	1
hlth/sfty, human z-(general)	swine, feral	0	1
hlth/sfty, human z-(general)	vultures, black	2	7
hlth/sfty, human z-(general)	vultures, turkey	0	2
mammals, deer, axis	coyotes	1	74
mammals, deer, axis	foxes, red	0	14
mammals, deer, fallow	coyotes	0	3
mammals, deer, white-tailed ag	bobcats	0	2
mammals, deer, white-tailed ag	coyotes	1	46
mammals, deer, white-tailed ag	foxes, gray	0	2
mammals, deer, white-tailed ag	raccoons	0	2
mammals, z-exotic game (other)	bobcats	0	7
mammals, z-exotic game (other)	coyotes	0	23
mammals, z-exotic game (other)	foxes, gray	0	7
mammals, z-exotic game (other)	raccoons	0	3
pasture	swine, feral	0	165
rangeland	swine, feral	2	128
sheep (adult)	coyotes	0	20
sheep (adult)	dogs, feral, free-ranging and hybrids	0	12
sheep (lambs)	caracaras, northern crested	0	1
sheep (lambs)	foxes, red	0	10
sheep (lambs)	raccoons	0	9
sheep (lambs)	vultures, black	0	10
sheep (lambs)	vultures, turkey	0	1
trees, standing/shrubs	beavers	1	1
turf and/or flowers	armadillos, nine-banded	1	6
turf and/or flowers	swine, feral	4	6
turf and/or flowers	vultures, black	0	8
zoo/zoo animals	coyotes	0	1

TEXAS COMMISSION ON JAIL STANDARDS

EXECUTIVE DIRECTOR
Brandon S. Wood



P.O. Box 12985
Austin, Texas 78711
Voice: (512) 463-5505
Fax: (512) 463-3185
Agency Website: <http://www.tcjs.state.tx.us>
E-mail Address: info@tcjs.state.tx.us

*for 10/24cc
on A/R
AQ*

October 2, 2023

Sheriff Calvin Boyd
Burnet County Sheriff's Office
P.O. Box 1249
Burnet, TX 78611-1249

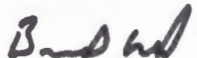
Dear Sheriff Boyd,

The most recent limited compliance review of the Burnet County Jail on September 26, 2023 by Texas Commission on Jail Standards Inspector Michael Garrett has demonstrated that your facility remains in compliance with Texas Minimum Jail Standards.

Enclosed you will find the requirement review of areas that were reviewed for the Burnet County Jail.

If you have any questions, please feel free to contact me.

Sincerely,


Brandon S. Wood
Executive Director

BW/MB

cc: Judge James Oakley, Burnet County

Judge Bill Stoudt, Longview, Chair
Dr. Esmaeil Porsa, M.D., Parker, Vice-Chair
Ross Reyes, Melissa

Sheriff Kelly Rowe, Lubbock
Sheriff Raul "Pinky" Gonzales, Refugio
Patricia M. Anthony, Garland

Commissioner Ben Perry, Waco
Duane Lock, Southlake
Monica McBride, Alpine

"The Commission on Jail Standards welcomes all suggestions and will promptly respond to all complaints directed against the agency or any facilities under its purview".
To empower local government to provide safe, secure and suitable local jail facilities through proper rules and procedures while promoting innovative programs and ideas



Texas Commission on Jail Standards

Burnet County Jail

Burnet, Texas

September 26, 2023

Date(s) of Inspection

SUBJECT: LIMITED COMPLIANCE REVIEW

State Law requires periodic inspections of county jail facilities (VTCA, Local Government Code, Chapter 351, VTCA, Government Code, Chapter 511; Chapter 297.8, Texas Commission on Jail Standards).

- ☐ The facility was inspected on the date(s) indicated above, and it was determined that deficiencies exist. You are urged: (1) to give these areas of noncompliance your serious and immediate consideration; and (2) to promptly initiate and complete appropriate corrective measures. The Commission is available to discuss or assist you with the appropriate corrective measures required.

Failure to initiate and complete corrective measures following receipt of the Notice of Noncompliance may result in the issuance of a Remedial Order (Chapter 297.8, et seq.).

- ☒ This facility was inspected on the date(s) indicated above. There were no deficiencies noted and upon review of this report by the Executive Director of the Texas Commission on Jail Standards, a certificate of Compliance may be issued per the requirements of VTCA, Chapter 511 and Texas Minimum Jail Standards.

Authenticated:

Michael Garrett
Michael Garrett TCJS Inspector

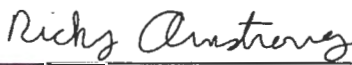
Inter-Office Use Only

RECEIVED
SEP 27 2023

TEXAS COMMISSION
ON JAIL STANDARDS

cc: Judge
Sheriff

Individuals and/or entities regulated by the Texas Commission on Jail Standards shall direct all complaints regarding the commission procedures and functions to the Executive Director at: P.O. Box 12985 Austin, Texas 78711 (512) 463-5505 Fax (512) 463-3185 or at our agency website at www.tcjs.state.tx.us.

	10/2/2023
Received by:	Date
	10/2/2023
Reviewed by:	Date

TEXAS COMMISSION ON JAIL STANDARDS - INSPECTION REQUIREMENTS REVIEW

Mike Garrett
Mike Garrett TCJS Inspector

Facility Na Burnet County Jail

Date: September 26, 2023

Chapter	Title	Comments
259	New Construction	NA LCR
261	Existing Construction	NA LCR
263	Life Safety	Reviewed quarterly fire training and equipment checks from 9-10-22 to present no issues noted
265	Admission	MA LCR
267	Release	NA LCR
269	Records/Procedures	NA LCR
271	Classification	Reviewed a random selection of 20 inmate files along with reclasses. No issues noted.
273	Health Services	Reviewed a random selection of 20 initial suicide screening forms and magistrate notifications. No issues noted.
275	Supervision	Reviewed a random selection of 25 out of 78 officer TCOLE certification records. No Issues noted
277	Personal Hygiene	NA LCR
279	Sanitation	NA LCR
281	Food Service	Reviewed all requested documents current, dietician, food handlers certificate and annual health inspection. No issues noted.
283.1	Discipline	Reviewed 20 disciplinary hearing records. No issues noted
283.3	Grievance	Reviewed 20 inmate grievance/complaints. No issues noted
285	Exercise	Reviewed 30 days of recreation logs for the month of November 2022. No issues noted
287	Education/Library	NA LCR
289	Work Assignments	NA LCR
291.1	Telephone	NA LCR
291.2	Correspondence	NA LCR
291.3	Commissary	NA LCR
291.4	Visitation	NA LCR
291.5	Religious Practices	NA LCR
xxx	Variances	Not applicable.
xxx	Remedial Orders	Not applicable.
xxx	Complaints	Not applicable.
xxx	CCQ	CCQ inquiries are being submitted through TLETS as required.

RECEIVED
OCT 02 2023

TEXAS COMMISSION
ON JAIL STANDARDS

Agenda Item Request Form

BURNET COUNTY COMMISSIONER'S COURT

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

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

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

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

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

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

Today's Date: 10/16/23

Requested by: Karin Smith

AGENDA ITEM(S):

Discussion/Action regarding the approval of LAMB COUNTY INMATE HOUSING AGREEMENT

Meeting Date Requested: 10/24/2023

County Judge Oakley

Commissioner Pct. 1 Luther

Commissioner Pct. 2 Beierle

Commissioner Pct. 3 Wall

Commissioner Pct. 4 Dockery

STATE OF TEXAS

§

COUNTY OF BURNET

§

§

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

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

WITNESSETH

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

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

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

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

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

ARTICLE I

TERM AND EFFECTIVE DATE

1. **TERM**: This Agreement shall be effective beginning **October 1, 2023** and shall be effective through **SEPTEMBER 30, 2024**.
2. **RENEWAL**: This Agreement will automatically renew each October 1, provided **LAMB** certifies current fiscal funds as available for the renewal. **BURNET** shall provide sixty (60) day notice of any change to the per diem rate for detention services for subsequent terms.
3. **TERMINATION**:
 - A. This Agreement may be terminated without cause at any time at the option of either **BURNET** or **LAMB** upon the giving of sixty (60) days written notice to the other party in the manner and form provided for herein. The Notice is effective if sent by either the County Judge or the Sheriff. The termination of the Agreement will be effective upon the last day of the month in which the expiration of the sixty (60) day period occurs.
 - B. This Agreement is also subject to termination upon the occurrence of an event that renders performance hereunder by **BURNET** impracticable or impossible, such as severe damage or destruction of **BURNET's** facility or actions by governmental or judicial entities which create a legal barrier to the acceptance of any of **LAMB** inmates.

ARTICLE II

DETENTION SERVICES

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

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

transportation of inmates between the **BURNET** County Jail and the **LAMB** Facility. **BURNET** agrees to provide ambulance and other transportation for **LAMB** inmates to and from local off-site medical facilities and will invoice **LAMB** in accordance with Article 2, Section 7.

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

ARTICLE III **FINANCIAL PROVISIONS**

1. **PERDIEM RATE:** The per diem rate for detention services under this Agreement is seventy-five dollars **75⁰⁰** ~~(\$80.00)~~ per man-day, subject to Article 1, Section 2 of this Agreement. This rate covers one inmate per day. A portion of any day will count as a man-day under this agreement. **THIS CONTRACT IS FOR A MINIMUM GUARANTEED BED COUNT OF 144 (ONE HUNDRED FORTY FOUR) MALE INMATES AND 24 (TWENTY FOUR) FEMALE INMATES, FOR A TOTAL OF 168 INMATES PER DAY/MONTH. Additional inmates allowed at the current billable rate. Guaranteed bed count can be increased with notice and amendment to the contract.**
2. **BILLING PROCEDURE:** **BURNET** shall submit an itemized invoice for the services provided each month to **LAMB**, in arrears. Such invoice will include a list of each of the inmates housed and the number of calendar days per inmate. Invoices will be submitted to the officer designated to receive the same on behalf of **LAMB**. **LAMB** will make payment to **BURNET** within thirty (30) calendar days after receipt of the invoice. Payment will be in the name of Burnet County, Texas and will be remitted to:

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

ARTICLE IV
ACCEPTANCE OF INMATES

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

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

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

ARTICLE V **MISCELLANEOUS**

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

To: **BURNET COUNTY**
James Oakley, County Judge
220 S. Pierce St.
Burnet, Texas 78611

To: **LAMB COUNTY**
James M DeLoach, County Judge
100 6TH Drive Room 101
Littlefield, TX 79339

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

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

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

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

ARTICLE VI

EXECUTION

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

BURNET COUNTY, TEXAS:


~~JOE DON DOCKERY, SENIOR COMMISSIONER~~

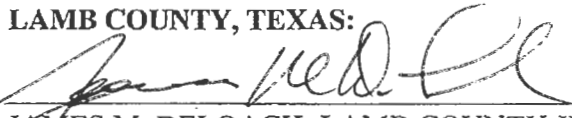
DATE:



CALVIN BOYD, BURNET COUNTY SHERIFF

DATE:

LAMB COUNTY, TEXAS:


JAMES M. DELOACH, LAMB COUNTY JUDGE

DATE: 10-11-2023


GARY MADDOX, LAMB COUNTY SHERIFF

DATE: 10-11-23



236.
Cindy Dalrymple <cdalrymple@burnetcountytexas.org>

RE: DebtBook | Follow Up

1 message

Eddie Arredondo <earredondo@burnetcountytexas.org>

Thu, Oct 12, 2023 at 9:34 AM

To: Karin Smith <ksmith@burnetcountytexas.org>, Cindy Dalrymple <cdalrymple@burnetcountytexas.org>

Cc: Kelley Glaeser <kglaeser@burnetcountytexas.org>

Ms. Dalrymple,

The only caution is the provision indicating that should something go wrong, liability is limited to the what we paid over the previous year. That is a common so I am not saying no to the agreement. I am simply making sure we understand. Otherwise, it is fine.

Eddie A.

From: Karin Smith <ksmith@burnetcountytexas.org>

Sent: Wednesday, October 11, 2023 3:44 PM

To: Cindy Dalrymple <cdalrymple@burnetcountytexas.org>; Eddie Arredondo <earredondo@burnetcountytexas.org>

Cc: Kelley Glaeser <kglaeser@burnetcountytexas.org>

Subject: Fwd: DebtBook | Follow Up

Cindy,

Will you please put this on the agenda once Eddie approves?

Thanks,

Karin

----- Forwarded message -----

From: Jake McGlone <jake.mcglone@debtbook.com>

Date: Fri, Sep 29, 2023 at 10:07 AM

Subject: DebtBook | Follow Up

To: Karin Smith <auditor@burnetcountytexas.org>, Kelley Glaeser <kglaeser@burnetcountytexas.org>

Karin and Kelley,

I am following up with both of you after my conversation with Kelley this morning.

Agenda Item Request Form

BURNET COUNTY COMMISSIONER'S COURT

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

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

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

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

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

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

Today's Date: 10/17/23

Requested by: Karin Smith

AGENDA ITEM(S):

Action/discussion regarding the agreement with DebtBook for GASB 96 software.

Meeting Date Requested: (required) 10/24/23

Agenda Item Approved by: (required)

County Judge Oakley

Commissioner Pct. 1 Luther

Commissioner Pct. 2 Beierle

Commissioner Pct. 3 Wall

Commissioner Pct. 4 Dockery

ORDER FORM

Fifth Asset, Inc., d/b/a DebtBook ("DebtBook") is pleased to provide the customer executing below ("Customer") with the Services subject to the terms established in this Order Form, including DebtBook's pricing document attached as **Exhibit A** and incorporated herein by this reference (the "DebtBook Quote").

The Services are subject to DebtBook's General Terms & Conditions, which have been provided to Customer (the "Terms & Conditions"), the Incorporated Documents referenced in the Terms & Conditions, and any additional terms set forth in **Exhibit B** to this Order Form (the "Customer Terms"), which, together with this Order Form and any other Order Form in effect from time to time, constitute the complete "Agreement" between the parties. The Agreement supersedes any prior discussion or representations regarding Customer's purchase and use of the Products and Services described in this Order Form.

Each capitalized term used but not defined in this Order Form has the meaning given in the Terms & Conditions.

Effective Date; Initial Term. The Effective Date of this Order Form will be the date indicated beneath the Customer's signature below unless a specific Effective Date is set forth in the Customer Terms. This Order Form will remain in effect for the Initial Term indicated in the DebtBook Quote.

Services. The DebtBook Quote sets forth the Services to be provided to Customer under this Order Form, including the specific Products to be provided to Customer through its access to the Application Services.

Fees. DebtBook will charge Customer a recurring Subscription Fee as set forth in the DebtBook Quote for Customer's access to the Onboarding Services, the Application Services, and the Support Services. To the extent applicable, DebtBook will also charge Customer an Implementation Fee as set forth in the DebtBook Quote for the Premium Implementation Services.

Billing. Unless otherwise provided in the Customer Terms, (1) all Fees will be due and payable annually and subject to the payment terms set forth in the Terms & Conditions, and (2) each invoice will be emailed to Customer's billing contact indicated in the DebtBook Quote.

Notices. Any Notice delivered under the Agreement will be delivered, if to the Customer, to the address indicated in the DebtBook Quote and, if to DebtBook, the address below DebtBook's signature below.

Authority; Execution. Each of the undersigned represents that they are authorized to (1) execute and deliver this Order Form on behalf of their respective party and (2) bind their respective party to the terms of the Agreement. This Order Form and any other documents executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. If permitted by applicable law, electronic signatures may be used for the purpose of executing this Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

FIFTH ASSET, INC., D/B/A DEBTBOOK

BURNET COUNTY, TX

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Notice Address

Date: _____

PO Box 667950
Charlotte, NC 28266
Attention: Chief Operating Officer
legal@debtbook.com

Exhibit A
DebtBook Quote

[See attached.]

Burnet County, TX

Burnet County, TX

220 S. Pierce Street
Burnet, TX 78611
US

Quote created: September 13, 2023

Quote expires: November 12, 2023

Quote created by: Jake McGlone

Account Executive

jake.mcglone@debtbook.com

Kelley Glaeser

kglaeser@burnetcountytexas.org
+15127565495

Karin Smith

auditor@burnetcountytexas.org
512-756-5495

Comments from Jake McGlone

The Initial Term of this Order Form is one year. The Application Services purchased under this Order Form include the Products listed below. The Services include the Application Services, the Onboarding Services, the Support Services, and the Implementation Services option indicated below. All invoices will be emailed to the Customer's billing contact at the following address: auditor@burnetcountytexas.org

This Quote is in reference to BuyBoard Contract Number 692-23. BuyBoard pricing calls for a 5% discount on the annual subscription fee.

We are pleased to offer an additional 10% discount pricing due to referral from the County's auditors at Pattillo, Brown & Hill (10%).

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
2023 Tier 3 - Lease & Subscription DebtBook's lease management and SBITA management software-as-a-service application provided, if applicable, to Customer through access to the Application Services.	23LSST3- 2	1	\$15,000.00 / year	\$12,750.00 / year after 15% discount for 1 year
2023 Tier 3 - Lease & Subscription Premium Implementation The additional implementation services provided to Customer on an annual basis, including tailored implementation support, review of Application Obligations, and entry of relevant Customer Data.	23LSPI3- 2	1	\$5,000.00	\$0.00 after 100% discount
			Total	\$12,750.00

Questions? Contact me



Jake McGlone
Account Executive
jake.mcglone@debtbook.com

Exhibit B
Customer Terms

The additional terms set forth below constitute “**Customer Terms**” for all purposes of the Agreement and apply to the Products and Services purchased under this Order Form.

DEBTBOOK'S GENERAL TERMS & CONDITIONS

Please carefully read these General Terms and Conditions (these “**Terms & Conditions**”) which govern Customer's access and use of the Services described in the Order Form.

By executing the Order Form and using any of the Services, Customer agrees to be bound by these Terms.

1. Definitions.

“**Aggregated Statistics**” means data and information related to Customer's use of the Services that is used by DebtBook in an aggregate and anonymized manner, including statistical and performance information related to the Services.

“**Agreement**” means, collectively and to the extent applicable, the Order Form, any Customer Terms, these Terms & Conditions, and the Incorporated Documents, in each case as may be amended from time to time in accordance with their terms.

“**Application Obligations**” means, collectively, each contractual or financial obligation or agreement managed by Customer using the Products made available to Customer through the Application Services.

“**Application Services**” means the Products and other application-based services that DebtBook offers to Customer through access to the DebtBook application. The specific Products offered to Customer as part of the Application Services are limited to those Products expressly described in any Order Form then in effect.

“**Appropriate Security Measures**” means, collectively, commercially reasonable technical and physical controls and safeguards intended to protect Customer Data against destruction, loss, unauthorized disclosure, or unauthorized access by employees or contractors employed by DebtBook.

“**Authorized User**” means any of Customer's employees, consultants, contractors, or agents who are authorized by Customer to access and use any of the Services.

“**Customer**” means the person or entity purchasing the Services as identified in the Order Form.

“**Customer Data**” means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is transmitted by or on behalf of Customer or an Authorized User through the Services.

“**Customer Terms**” means the terms set forth in or otherwise identified and incorporated into the Order Form. For the avoidance of doubt, “Customer Terms” does not include any purchase order or similar document generated by Customer unless such document is expressly identified and incorporated into the Order Form.

“**DebtBook**” means Fifth Asset, Inc., d/b/a DebtBook, a Delaware corporation, and its permitted successor and assigns.

“**DebtBook IP**” means (1) the Products, Services, Documentation, and Feedback, including all ideas, concepts, discoveries, strategies, analyses, research, developments, improvements, data, materials, products, documents, works of authorship, processes, procedures, designs, techniques, inventions, and other intellectual property, whether or not patentable or copyrightable, and all embodiments and derivative works of each of the foregoing in any form and media, that are developed, generated or produced by DebtBook arising from or related to the Product, Services, Documentation, or Feedback; and (2) any intellectual property provided to Customer or any Authorized User in connection with the foregoing other than Customer Data.

“**DebtBook Quote**” means any pricing document identified and incorporated into each Order Form that may establish the Products, Services, Term, payment terms, and other relevant details applicable to each Customer purchase of Products and Services under such Order Form.

“**Documentation**” means DebtBook's end user documentation and content, regardless of media, relating to the Products or Services made available from time to time on DebtBook's website at <https://support.debtbook.com>.

“**Feedback**” means any comments, questions, suggestions, or similar feedback transmitted in any manner to DebtBook, including suggestions relating to features, functionality, or changes to the DebtBook IP.

“**Guided Implementation Services**” means DebtBook's standard Implementation Services option, including basic implementation support, guidance, and training.

“Governing State” means, if Customer is a Government Entity, the state in which Customer is located. If Customer is not a Government Entity, “Governing State” means the State of North Carolina.

“Government Entity” means any unit of state or local government, including states, counties, cities, towns, villages, school districts, special purpose districts, and any other political or governmental subdivisions and municipal corporations, and any agency, authority, board, or instrumentality of any of the foregoing.

“Implementation Services” means DebtBook’s Guided Implementation Services or its Premium Implementation Services, in each case as requested by Customer and as provided to Customer on an annual basis.

“Incorporated Documents” means, collectively, the Privacy Policy, the SLA, and the Usage Policy, as each may be updated from time to time in accordance with their terms. The Incorporated Documents, as amended, are incorporated into these Terms & Conditions by this reference. Current versions of the Incorporated Documents are available at <https://www.debtbook.com/legal>.

“Initial Term” means the Initial Term established in the Order Form.

“Onboarding Services” means onboarding services, support, and training as required to make the Application Services available to Customer during the Initial Term.

“Order Form” means each order document (including, if applicable, any DebtBook Quote incorporated therein by reference) duly authorized by Customer and DebtBook for the purchase of any Products or Services in effect from time to time, as each such Order Form may be amended, modified, or replaced in accordance with its terms and these Terms & Conditions.

“Premium Implementation Services” means DebtBook’s premium Implementation Services option, including implementation support, guidance, and training, review of Application Obligations, and entry of relevant Customer Data.

“Pricing Tier” means, if applicable, Customer’s pricing tier for each Product as of the date of determination.

“Privacy Policy” means, collectively, DebtBook’s privacy policy and any similar data policies generally applicable to all users of the Application Services, in each case as posted to DebtBook’s website and as updated from time to time in accordance with their terms.

“Products” means, collectively, any products DebtBook may offer to Customer from time to time through the Application Services, in each case as established in any Order Form then in effect.

“Renewal Term” means any renewal term established in accordance with the terms of the Agreement.

“Services” means, collectively, the Application Services, the Onboarding Services, the Implementation Services, and the Support Services. For the avoidance of doubt, “Services” includes the underlying Products made available to Customer through access to the Application Services.

“SLA” means the Service Level Addendum generally applicable to all users of the Application Services, as posted to DebtBook’s website and as updated from time to time in accordance with its terms.

“Support Services” means the general maintenance services and technical support provided in connection with the Application, as more particularly described in the SLA.

“Term” means, collectively, the Initial Term and, if applicable, each successive Renewal Term.

“Usage Policy” means, collectively, DebtBook’s acceptable usage policy, any end user licensing agreement, or any similar policy generally applicable to all end users accessing the Application Services, in each case as posted to DebtBook’s website and as updated from time to time in accordance with its terms.

Each capitalized term used but not otherwise defined in these Terms & Conditions has the meaning given to such term in the applicable Order Form.

2. Access and Use.

(a) Provision of Access. Subject to the terms and conditions of the Agreement, DebtBook grants Customer and Customer’s Authorized Users a non-exclusive, non-transferable (except as permitted by these Terms) right to access and use the Application Services during the Term, solely for Customer’s internal use and for the

Authorized Users' use in accordance with the Agreement. DebtBook will provide to Customer the necessary passwords and network links or connections to allow Customer to access the Application Services.

(b) Documentation License. Subject to the terms and conditions of the Agreement, DebtBook grants to Customer and Customer's Authorized Users a non-exclusive, non-sublicensable, non-transferable (except as permitted by these Terms) license to use the Documentation during the Term solely for Customer's and its Authorized User's internal business purposes in connection with its use of the Services.

(c) Customer Responsibilities. Customer is responsible and liable for its Authorized Users' access and use of the Services and Documentation, regardless of whether such use is permitted by the Agreement. Customer must use reasonable efforts to make all Authorized Users aware of the provisions applicable to their use of the Services, including the Incorporated Documents.

(d) Use Restrictions. Customer may not at any time, directly or indirectly through any Authorized User, access or use the Services in violation of the Usage Policies, including any attempt to (1) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (2) sell, license, or otherwise transfer or make available the Services or Documentation except as expressly permitted by the Agreement; or (3) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part. Customer will not knowingly transmit any personally identifiable information to DebtBook or any other third-party through the Services.

(e) Suspension. Notwithstanding anything to the contrary in the Agreement, DebtBook may temporarily suspend Customer's and any Authorized User's access to any or all of the Services if: (1) Customer is more than 45 days late in making any payment due under, and in accordance with, the terms of the Agreement, (2) DebtBook reasonably determines that (A) there is a threat or attack on any of the DebtBook IP; (B) Customer's or any Authorized User's use of the DebtBook IP disrupts or poses a security risk to the DebtBook IP or to any other customer or vendor of DebtBook; (C) Customer, or any Authorized User, is using the DebtBook IP for fraudulent or other illegal activities; or (D) DebtBook's provision of the Services to Customer or any Authorized User is prohibited by applicable law; or (3) any vendor of DebtBook has suspended or terminated DebtBook's access to or use of any third-party services or products required to enable Customer to access the Services (any such suspension, a "**Service Suspension**"). DebtBook will use commercially reasonable efforts to (i) provide written notice of any Service Suspension to Customer, (ii) provide updates regarding resumption of access to the Services, and (iii) resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. DebtBook is not liable for any damage, losses, or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(f) Aggregated Statistics. Notwithstanding anything to the contrary in the Agreement, DebtBook may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between DebtBook and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by DebtBook. DebtBook may compile Aggregated Statistics based on Customer Data input into the Services. DebtBook may (1) make Aggregated Statistics publicly available in compliance with applicable law, and (2) use Aggregated Statistics as permitted under applicable law so long as, in each case, DebtBook's use of any Aggregated Statistics does not identify Customer or disclose Customer's Confidential Information.

3. Services and Support.

(a) Services Generally. Subject to the terms of the Agreement, DebtBook will grant Customer access to the Application Services during the Initial Term and, if applicable, each subsequent Renewal Term. As part of the onboarding process, DebtBook will provide Customer with the Onboarding Services and the level of Implementation Services indicated in the Order Form. DebtBook will provide Customer with the Support Services throughout the Term.

(b) Implementation Services. Unless the Customer requests Premium Implementation Services in accordance with this subsection, DebtBook will provide Customer with Guided Implementation Services at no additional charge. At Customer's request, DebtBook will provide Customer with Premium Implementation Services for a 12-month period, with each such period beginning, if applicable, on the Effective Date and on each anniversary of the Effective Date thereafter (each, a "**Premium Implementation Period**"). Customer may request Premium Implementation Services at any time during the Term. If Premium Implementation Services are requested for any Implementation Period, then the Implementation Fee will be based on the Pricing Tier at the beginning of the Premium Implementation Period. The Implementation Fee will be due and payable at the later of (1) the beginning of the applicable Premium Implementation Period or (2) the date on which Customer requests Premium Implementation

Services for such Premium Implementation Period, and will entitle Customer, in each case, to Premium Implementation Services through the end of the Premium Implementation Period then in effect.

(c) Service Levels and Support. Subject to the terms and conditions of the Agreement, DebtBook will make the Application Services and Support Services available in accordance with the SLA.

4. Fees and Payment.

(a) Fees. Customer will pay DebtBook the fees set forth in each Order Form (the “Fees”). DebtBook will invoice Customer for all Fees in accordance with the invoicing schedule and requirements set forth in each Order Form. Customer must pay all Fees in US dollars. If Customer is a Government Entity, then Customer’s obligation to pay any Fees under the Agreement is subject in all respects to the requirements and limitations of the Governing State’s Prompt Payment Act, as amended. Except as expressly provided in the Agreement, DebtBook does not provide refunds of any paid Fees. Unless otherwise provided in the Customer Terms, and to the extent permitted by applicable law, if Customer fails to make any payment when due, DebtBook may, without limiting any of its other rights, charge interest on the past due amount at the lowest of (1) the rate of 1.5% per month, (2) the rate established in any Customer Term, or (3) the maximum rate permitted under applicable law.

(b) Taxes. All Fees and other amounts payable by Customer under the Agreement are exclusive of taxes and similar assessments. Unless Customer is exempt from making any such payment under applicable law or regulation, Customer is responsible for all applicable sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer under the Agreement, other than any taxes imposed on DebtBook’s income.

5. Confidential Information.

(a) From time to time during the Term, either party (the “**Disclosing Party**”) may disclose or make available to the other party (the “**Receiving Party**”) information about the Disclosing Party’s business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether in written, electronic, or other form or media, that is marked, designated, or otherwise identified as “confidential”, or which a reasonable person would understand to be confidential or proprietary under the circumstances (collectively, “**Confidential Information**”). For the avoidance of doubt, DebtBook’s Confidential information includes the DebtBook IP and the Application Services source code and specifications. As used in the Agreement, “Confidential Information” expressly excludes any information that, at the time of disclosure is (1) in the public domain; (2) known to the receiving party at the time of disclosure; (3) rightfully obtained by the Receiving Party on a non-confidential basis from a third party; or (4) independently developed by the Receiving Party.

(b) To the extent permitted by applicable law, the Receiving Party will hold the Disclosing Party’s Confidential Information in strict confidence and may not disclose the Disclosing Party’s Confidential Information to any person or entity, except to the Receiving Party’s employees, officers, directors, agents, subcontractors, financial advisors, and attorneys who have a need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations under the Agreement or otherwise in connection with the Services. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (1) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order must first give written notice to the other party; or (2) to establish a party’s rights under the Agreement, including to make required court filings.

(c) On the expiration or termination of the Agreement, the Receiving Party must promptly return to the Disclosing Party all copies of the Disclosing Party’s Confidential Information, or destroy all such copies and, on the Disclosing Party’s request, certify in writing to the Disclosing Party that such Confidential Information has been destroyed.

(d) Each party’s obligations under this Section are effective as of the Effective Date and will expire three years from the termination of the Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of the Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

(e) Notwithstanding anything in this Section to the contrary, if Customer is a Government Entity, then DebtBook expressly agrees and understands that Customer’s obligations under this Section are subject in all respects

to, and only enforceable to the extent permitted by, the public records laws, policies, and regulations of the Governing State.

6. Intellectual Property.

(a) DebtBook IP. As between Customer and DebtBook, DebtBook owns all right, title, and interest, including all intellectual property rights, in and to the DebtBook IP.

(b) Customer Data. As between Customer and DebtBook, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to DebtBook a non-exclusive, royalty-free, worldwide license to reproduce, distribute, sublicense, modify, prepare derivative works based on, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary or appropriate for DebtBook to provide the Services to Customer.

(c) Effect of Termination. Without limiting either party's obligations under Section 5 of the Agreement, DebtBook, at no further charge to Customer, will (1) provide Customer with temporary access to the Application Services for up to 60 days after the termination of the Agreement to permit Customer to retrieve its Customer Data in a commercially transferrable format and (2) use commercially reasonable efforts to assist Customer, at Customer's request, with such retrieval. After such period, DebtBook may destroy any Customer Data in accordance with DebtBook's data retention policies.

7. Limited Warranties.

(a) Functionality & Service Levels. During the Term, the Application Services will operate in a manner consistent with general industry standards reasonably applicable to the provision of the Application Services and will conform in all material respects to the Documentation and service levels set forth in the SLA when accessed and used in accordance with the Documentation. Except as expressly stated in the SLA, DebtBook does not make any representation, warranty, or guarantee regarding availability of the Application Services, and the remedies set forth in the SLA are Customer's sole remedies and DebtBook's sole liability under the limited warranty set forth in this paragraph.

(b) Security. DebtBook has implemented Appropriate Security Measures and has made commercially reasonable efforts to ensure its licensors and hosting providers, as the case may be, have implemented Appropriate Security Measures intended to protect Customer Data.

(c) EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, DEBTBOOK IP IS PROVIDED "AS IS," AND DEBTBOOK HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. DEBTBOOK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION, DEBTBOOK MAKES NO WARRANTY OF ANY KIND THAT THE DEBTBOOK IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

(d) DebtBook exercises no control over the flow of information to or from the Application Service, DebtBook's network, or other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt connections to the Internet. Although DebtBook will use commercially reasonable efforts to take all actions DebtBook deems appropriate to remedy and avoid such events, DebtBook cannot guarantee that such events will not occur. ACCORDINGLY, DEBTBOOK DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATING TO ALL SUCH EVENTS, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE AGREEMENT, ANY OTHER ACTIONS OR INACTIONS CAUSED BY OR UNDER THE CONTROL OF A THIRD PARTY.

8. Indemnification.

(a) DebtBook Indemnification.

(i) DebtBook will indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) (collectively, "Losses") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("Third-Party Claim") that the Application Services, or any use of the Application Services in accordance with the Agreement, infringes or

misappropriates such third party's US patents, copyrights, or trade secrets, provided that Customer promptly notifies DebtBook in writing of the Third-Party Claim, reasonably cooperates with DebtBook in the defense of the Third-Party Claim, and allows DebtBook sole authority to control the defense and settlement of the Third-Party Claim.

(ii) If such a claim is made or appears possible, Customer agrees to permit DebtBook, at DebtBook's sole expense and discretion, to (A) modify or replace the DebtBook IP, or component or part of the DebtBook IP, to make it non-infringing, or (B) obtain the right for Customer to continue use. If DebtBook determines that neither alternative is reasonably available, DebtBook may terminate the Agreement in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, so long as, in each case, DebtBook promptly refunds or credits to Customer all amounts Customer paid with respect to the DebtBook IP that Customer cannot reasonably use as intended under the Agreement.

(iii) DebtBook's indemnification obligation under this Section will not apply to the extent that the alleged infringement arises from Customer's use of the Application Services in combination with data, software, hardware, equipment, or technology not provided or authorized in writing by DebtBook or modifications to the Application Services not made by DebtBook.

(b) Sole Remedy. SECTION 8(a) SETS FORTH CUSTOMER'S SOLE REMEDIES AND DEBTBOOK'S SOLE LIABILITY FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS. IN NO EVENT WILL DEBTBOOK'S LIABILITY UNDER SECTION 8(a) EXCEED \$1,000,000.

(c) Customer Indemnification. Customer will indemnify, hold harmless, and, at DebtBook's option, defend DebtBook from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with the Agreement, infringes or misappropriates such third party's intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's negligence or willful misconduct or use of the Services in a manner not authorized by the Agreement. DEBTBOOK EXPRESSLY AGREES THAT THIS PROVISION WILL NOT APPLY TO ANY CUSTOMER THAT IS A GOVERNMENT ENTITY TO THE EXTENT SUCH INDEMNIFICATION OBLIGATIONS ARE PROHIBITED UNDER APPLICABLE LAW.

9. Limitations of Liability. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL THE AGGREGATE LIABILITY OF DEBTBOOK ARISING OUT OF OR RELATED TO THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO DEBTBOOK UNDER THE AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION DO NOT APPLY TO CLAIMS PURSUANT TO SECTION 8.

10. Term and Termination.

(a) Term. Except as the parties may otherwise agree in the Customer Terms, or unless terminated earlier in accordance with the Agreement:

(i) the Agreement will automatically renew for successive 12-month Renewal Terms unless either party gives the other party written notice of non-renewal at least 30 days before the expiration of the then-current term; and

(ii) each Renewal Term will be subject to the same terms and conditions established under the Agreement, with any Fees determined in accordance with DebtBook's then-current pricing schedule, as provided to Customer at least 60 days before the expiration of the then-current term.

(b) Termination. In addition to any other express termination right set forth in the Customer Terms:

(i) DebtBook may terminate the Agreement immediately if Customer breaches any of its obligations under Section 2 or Section 5;

- (ii) Customer may terminate the Agreement in accordance with the SLA;
- (iii) either party may terminate the Agreement, effective on written notice to the other party, if the other party materially breaches the Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach;
- (iv) if Customer is a Government Entity and sufficient funds are not appropriated to pay for the Application Services, then Customer may terminate the Agreement at any time without penalty following 30 days prior written notice to DebtBook; or
- (v) either party may, to the extent permitted by law, terminate the Agreement, effective immediately on written notice to the other party, if the other party becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law.

(c) Survival. Only this Section and Section 1 (Definitions), Sections 4 through 6 (Fees; Confidential Information; Intellectual Property), Section 7(c) (Disclaimer of Warranties), and Sections 8, 9 and 12 (Indemnification; Limitations of Liability; Miscellaneous) will survive any termination or expiration of the Agreement.

11. Independent Contractor. The parties to the Agreement are independent contractors. The Agreement does not create a joint venture or partnership between the parties, and neither party is, by virtue of the Agreement, authorized as an agent, employee, or representative of the other party.

12. Miscellaneous.

(a) Governing Law; Submission to Jurisdiction. The Agreement will be governed by and construed in accordance with the laws of the Governing State, without regard to any choice or conflict of law provisions, and any claim arising out of the Agreement may be brought in the state or federal courts located in the Governing State. Each party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding,

(b) Entire Agreement; Order of Precedence. The Order Form, the Customer Terms, the Terms & Conditions, and the Incorporated Documents constitute the complete Agreement between the parties and supersede any prior discussion or representations regarding Customer's purchase and use of the Services.

To the extent any conflict exists between the terms of the Agreement, the documents will govern in the following order or precedence: (1) the Customer Terms, (2) Order Form, (3) the Terms & Conditions, and (4) the Incorporated Documents. No other purchasing order or similar instrument issued by either party in connection with the Services will have any effect on the Agreement or bind the other party in any way.

(c) Amendment; Waiver. No amendment to the Order Form, the Terms & Conditions, or the Customer Terms will be effective unless it is in writing and signed by an authorized representative of each party. DebtBook may update the Incorporated Documents from time-to-time following notice to Customer so long as such updates are generally applicable to all users of the Services. No waiver by any party of any of the provisions of the Agreement will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Agreement, no failure to exercise, delay in exercising, or any partial exercise of any rights, remedy, power, or privilege arising from the Agreement will in any way waive or otherwise limit the future exercise of any right, remedy, power, or privilege available under the Agreement.

(d) Notices. All notices, requests, consents, claims, demands, and waivers under the Agreement (each, a "Notice") must be in writing and addressed to the recipients and addresses set forth for each party on the Order Form (or to such other address as DebtBook or Customer may designate from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid).

(e) Force Majeure. In no event will either party be liable to the other party, or be deemed to have breached the Agreement, for any failure or delay in performing its obligations under the Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control, including acts of God, flood, fire, earthquake, pandemic, epidemic, problems with the Internet, shortages in materials, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages

or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(f) Severability. If any provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(g) Assignment. Either party may assign its rights or delegate its obligations, in whole or in part, on 30 days prior written notice to the other party, to an affiliate or an entity that acquires all or substantially all of the business or assets of such party, whether by merger, reorganization, acquisition, sale, or otherwise. Except as stated in this paragraph, neither party may assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld, conditioned, or delayed. The Agreement is binding on and inures to the benefit of the parties and their permitted successors and assigns.

(h) Marketing. Neither party may issue press releases related to the Agreement without the other party's prior written consent. Unless otherwise provided in the Customer Terms, either party may include the name and logo of the other party in lists of customers or vendors.

(i) State-Specific Certifications & Agreements. If Customer is a Government Entity and to the extent required under the laws of the Governing State, DebtBook hereby certifies and agrees as follows:

(i) DebtBook has not been designated by any applicable government authority or body as a company engaged in the boycott of Israel under the laws of the Governing State;

(ii) DebtBook is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any governmental department or agency of the Governing State;

(iii) DebtBook will not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state, or local law;

(iv) DebtBook will verify the work authorization of its employees using the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security and, if applicable, will require its subcontractors to do the same; and

(v) Nothing in the Agreement is intended to act as a waiver of immunities that Customer has as a matter of law as a Government Entity under the laws of the Governing State, including but not limited to sovereign or governmental immunity, public officers or official immunity or qualified immunity, to the extent Customer is entitled to such immunities.

(j) Execution. Any document executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

Agenda Item Request Form

BURNET COUNTY COMMISSIONER'S COURTMeetings – 9:00am – 1st^t through 4th Tuesday of Every Month

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

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

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

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

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

Today's Date: 10/17/2023
Commissioners Court Date: 10/24/2023

Requested by: Oakley/Smith

AGENDA ITEM: Approval to apply and sign the resolution for the FY 2024 Formula Grant for Indigent Defense Grant Program from Texas Indigent Defense Commission.

Judge Oakley

Commissioner Pct. 1 Luther

Commissioner Pct. 2 Beierle

Commissioner Pct. 3 Wall

Commissioner Pct. 4 Dockery



**2024 Burnet County Resolution
Indigent Defense Grant Program**

WHEREAS, under the provisions of the Texas Government Code Section 79.037 and Texas Administrative Code Chapter 173, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and

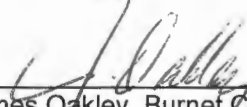
WHEREAS, this grant program will assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

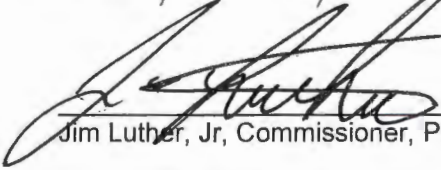
WHEREAS, Burnet County Commissioners Court has agreed that in the event of loss or misuse of the funds, Burnet County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.

NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that the County Auditor is designated as the Financial Officer for this grant.

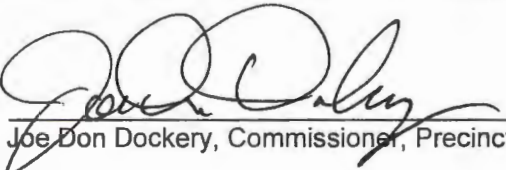
Adopted this 24th day of October, 2023.


James Oakley, Burnet County Judge


Jim Luther, Jr, Commissioner, Precinct 1


Damon Beirele, Commissioner, Precinct 2


Billy Wall, Commissioner, Precinct 3


Joe Don Dockery, Commissioner, Precinct 4

ATTEST:


Vicinta Stafford, County Clerk

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

Today's Date: 10/17/2023
Commissioners Court Date 10/24/2023

Requested by: Oakley/K. Smith

AGENDA ITEM

Ratify signature for the Reliable Tire agreement for the tire trailer for the HHW Collection event scheduled for October 21, 2023.

Judge Oakley

Commissioner Pct. 1 Luther

Commissioner Pct. 2 Beirele

Commissioner Pct. 3 Wall

Commissioner Pct. 4 Dockery



AGREEMENT FOR USE OF RELIABLE TIRE DISPOSAL TRAILER

I hereby request use of a Reliable Tire Disposal trailer owned by Reliable Tire Disposal,

I agree to comply with the following conditions:

- I will **NOT** move the trailer once it is delivered.
- I understand that nothing other than tires **without rims** are allowed to be put in trailer under any circumstances.
- I understand that if any tires on rims are loaded in the trailer, I will be charged an additional \$25.00 per passenger/ \$75.00 per semi each.
- I will **NOT** place tires greater than 17.5x25 in the trailer.
- I will **NOT** place toxic or hazardous waste (pesticides, herbicides, paint, motor oil, gasoline, etc.) in trailer.
- I will **NOT** overload the trailer. I understand that if the trailer is overloaded, it will be my financial obligation to pay for the removal of the waste. I understand that under no circumstances may the trailer be loaded above the top of the trailer.
- I release **Reliable Tire Disposal** from all liability arising out of or in connection with the use of the trailer including damages resulting from **Reliable Tire Disposal** equipment or personnel being on private property to deliver or remove the trailer.
- I will be responsible for any injuries that result to individuals using the trailer or damages directly to the trailer while it is being used on my property.
- I will be responsible for the payment of any cost associated with manual dumping of the trailer or sorting of materials which were placed in the trailer in violation of the above rules, including damage to the trailer.
- I will pay all costs of court and reasonable attorney's fees in the event of any action being filed to enforce and term or conditions of this agreement.

Per trailer pricing:

The trailer will be delivered to your location loaded by your staff at:
2411 Ranch Rd #963, Burnet, TX 78611

Deliver Friday - 10/20/23 Between 12 and 3

Event Saturday 10/21/23 Between 9:00-1:00

Pick up on Monday morning.

PLEASE NOTE IF THE TRAILER GETS STUCK YOU WILL BE RESPONSIBLE FOR THE TOW BILL.

Total number of trailers requested: 1 Total \$ for trailers requested: \$3,200

**If you request a trailer but do not use it or use only a portion of it, you will still be charged the fee per trailer requested.

**Whole tires only/no cut tires, tires with rims, tracks, and OTR's

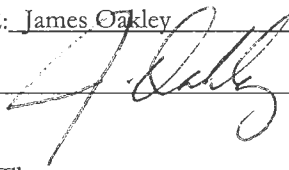
All tires collected by Reliable Tire Disposal will be brought back to our Burnet facility and shredded into 1" chips and then delivered to one of multiple locations where it is used as Tire Derived Fuel (TDF). The steel recovered from the tires will be sent to a steel foundry and recycled into rebar and angle iron products.

COMPANY NAME: Burnet County

PHYSICAL ADDRESS 2411 Ranch Rd #963, Burnet, TX 78611

PHONE# 512-715-2911 Joe Don Dockery

PRINTED NAME: James Oakley

SIGNATURE:  Date 10/17/23

Thank you,
Gary and Anetra Thomas
Reliable Tire Disposal
Office: 512-756-8218

3345 E HWY 29 • BURNET TX • 78611
PHONE: 512-756-8218

Agenda Item Request Form

BURNET COUNTY COMMISSIONER'S COURTMeetings – 9:00am – 2nd and 4th Tuesday of Every Month

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

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

Today's Date: 10/16/23

Requested by: Karin Smith

AGENDA ITEM(S):

Discussion/ action regarding ARAMARK CORRECTIONAL SERVICES AMENDMENT #3 FOR COMMISSARY SERVICES

Meeting Date Requested: (required 10/24/2023)

County Judge Oakley

Commissioner Pct. 1 Luther

Commissioner Pct. 2 Beierle

Commissioner Pct. 3 Wall

Commissioner Pct. 4 Dockery

Amendment No. 3 to Operating Agreement – Commissary Services

THIS AMENDMENT NO. 3 TO OPERATING AGREEMENT (the “**Amendment**”), is effective as of October 1, 2023, by and between the County of Burnet, Texas (“**County**”), and Aramark Correctional Services, LLC, a Delaware limited liability company, having its principal place of business located at the 2400 Market Street, Philadelphia, PA 19103 (“**Aramark**”).

WHEREAS, on October 1, 2019, the parties entered into an Operating Agreement for the management of the commissary service operation at the Burnet County Correctional Facilities, (as amended, the “**Existing Agreement**”);

WHEREAS, the parties previously agreed to extend the Term through September 30, 2023, and now desire to further extend the Term of the Agreement through September 30, 2024; and

WHEREAS, the parties desire to adjust the Product pricing set forth on the commissary menu. The Existing Agreement, as previously amended and further amended by this Amendment, is hereinafter referred to as the “**Agreement**”. Capitalized terms used but not defined in this Amendment have the meanings ascribed to such terms in the Existing Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

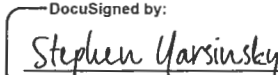
1. **Term:** In accordance with Section 5 of the Existing Agreement, the parties hereby agree to extend the term of the Agreement through September 30, 2024.
2. **Products and Pricing:** In accordance with Section 3 of the Existing Agreement, the parties hereby agree to adopt the Products and prices in **Exhibit A**, attached hereto, effective October 1, 2023, which shall replace the “Exhibit A” in the Existing Agreement or in any other prior agreements between the parties.
3. **Effect of Amendment; Entire Agreement:** Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and shall continue in full force and effect.
4. **Captions:** The captions in this Amendment are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Amendment, or any provision hereof, or in any way affect the interpretation of this Amendment.
5. **Severability:** If any paragraph, subparagraph, sentence, clause, phrase, or portion of this Amendment is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Amendment.

6. **Counterparts:** This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be considered one and the same instrument. This Amendment, to the extent executed and delivered by electronic means (e.g. PDF emailed attachment), shall be treated in all manner and respects as an original agreement and shall be considered to have the same binding legal effect as if it were the original executed version thereof delivered in person.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by their duly authorized representatives as of the day and year first written above.

Aramark Correctional Services, LLC

County of Burnet, Texas

By: 
Name: Stephen Yarsinsky
Title: Vice President – Finance

By: _____
Name: _____
Title: _____

Approved as to Form by County
Attorney:

By: _____
Name: _____
Title: _____

Exhibit A
Burnet County Commissary Prices
Effective October 1, 2023 through September 30, 2024

ITEM NAME	PRICE
DANISH APPLE ROUND	\$2.79
LD PECAN SPINWHEELS	\$2.79
BROWNSGR/CIN 2PK POPTARTS	\$1.99
STRAWBERRY POPTARTS 2PK	\$1.99
CARROT CAKE FRESHLEYS	\$2.79
FRESHLEYS HONEY BUN ICED 6Z	\$2.79
LITTLE DEBBIE FUDGE ROUND	\$2.79
LIL DUTCH MAID VANILLA COOKIES 5Z	\$2.39
DUPLEX COOKIES 5Z	\$2.39
CHOC DONUT 6CT	\$2.79
EGGO WAFFLE POPTART	\$1.99
CHOCOLATE CUPCAKES	\$2.79
POWDER DONUT 6CT	\$2.79
LIL DUTCH MAID LEMON CRÈME COOKIE 5Z	\$2.39
RICE KRISPIE TREAT 2.13Z	\$2.29
NATURE VALLEY GRANOLA OAT&HNY 2PK 1.5Z	\$1.39
FRESHLEYS FRUIT PIE CHERRY	\$2.79
OREO COOKIES	\$1.99
BB FRENCH VAN 3Z	\$5.29
BC INSTANT COFFEE	\$6.09
PEPSI 20 OZ	\$2.79
CAPPUCCINO VANILLA	\$0.99
COFFEE IND TASTERS CHOICE	\$5.59
MOCHA CAPPUCCINO	\$0.99
ES PINK ZERO CALORIE SWEETENER 100CT	\$5.09
MT. DEW 20 OZ	\$2.79
SUNKIST ORANGE DRINK MIX	\$3.39
FRENCH VANILLA COFFEEMATE	\$0.39
WYLLERS LEGENDARY BERRY 10 CT	\$4.29
CREAMER 10 CT	\$0.89
DT MTN DEW 20Z	\$2.79
FOLGERS INSTANT COFFEE	\$9.99
SF ICED TEA IND COOL OFF	\$0.49
DIET PEPSI 20 OZ	\$2.79
BUTTERSCOTCH DROPS	\$2.29
M&M'S PEANUT	\$2.69
M&M ICE CREAM PINT	\$9.99
GG ATOMIC FIREBALLS 3.25 OZ	\$2.29
TWIX	\$2.69
BUTTERFINGER	\$2.69
COLOMBINA STARLIGHT MINTS	\$2.59
CHICK-O-STICK	\$0.89

ITEM NAME	PRICE
GG LEMON DROPS	\$2.29
SOCKS	\$6.50
THONGSANDLS XL BLK	\$2.09
THONGSANDLS L BLK	\$2.09
HOT POT CLEAR	\$27.29
COLORLED PENCILS	\$3.29
COLORING BOOK	\$2.61
EAR PLUGS PAIR	\$1.79
NAIL CLIPPERS	\$2.51
WHITE LEGAL PAD	\$2.61
WORD SEARCH BOOK	\$2.49
PINOCHLE CARDS	\$2.61
LARGE BOWL W/ LID	\$2.61
READ GLASSES 2.25	\$4.99
CARD LOVE	\$2.09
WASH CLOTH	\$3.99
9X12 MANILLA ENVELOPE	\$0.51
#2 PENCIL	\$0.30
TUMBLER W/ LID	\$1.25
FLEX PEN BLACK	\$0.62
ROSARY PLASTIC WHITE	\$3.29
PENCIL CAP ERASERS	\$0.20
CROSSWORD PUZZLE BOOK	\$2.61
SM REFRIGED BEANS W/ JALAPENOS	\$3.89
RAMEN CHILI	\$1.19
DRAGON EXPRESS SPICY CAJUN SHRIMP	\$1.39
MACKEREL FILLET IN BRINE	\$3.09
RAMEN BEEF	\$1.19
RAMEN CHICKEN	\$1.19
LEGENDARY HOT BEEF SUMMER SAUSAGE	\$4.39
FOOD XPRS LONG GRAIN WHITE RICE POUCH	\$3.59
REF BEANS W/ JALA 8Z	\$3.89
TEXAS TITO'S DILL PICKLE	\$1.69
PANOLA HOT SAUCE 6Z	\$3.89
SALTINES BOX	\$4.79
RANCH DRESSING 1.5Z	\$0.99
MAYO	\$0.99
DOUBLE BEEF STICK	\$2.09
TITOS JALAPENO SLICES	\$1.19
BEEF/CHEEDAR STICK	\$2.09
CHED CHEESE SQZR	\$1.79
PEANUT BUTTER SQZR 1Z	\$1.29
GRAPE JELLY SQZR 1Z	\$0.99

ITEM NAME	PRICE
JALAPENO CHEESE SQZR 1Z	\$1.79
MUSTARD PC	\$0.19
COLGATE TOOTHPASTE 2.5Z	\$3.49
DOVE SENSITIVE SOAP BAR	\$5.49
IBUPROFEN 2PK	\$0.59
VOS XBODY SHAMPOO	\$3.99
SECRET DEODORANT 1.7Z	\$4.19
HYDROCORTISONE CREAM .5Z	\$2.49
DOVE MEN + CARE BAR EXTRA FRESH BAR	\$5.49
COLGATE TOOTHPASTE CLEAR	\$3.99
COLGATE TOOTHBRUSH SOFT	\$3.99
SARDINES IN LOUISIANA HOT SAUCE	\$2.19
VOS KIWI LIME CONDITIONER	\$5.99
VOS XBODY CONDITIONER 12.5Z	\$5.99
LUSTI POMADE 4Z	\$2.40
FRESHSCENT HAND & BODY LOTION	\$1.69
VOS KIWI LIME SHAMPOO	\$5.99
BABY LOTION 4Z	\$1.77
LIP BALM	\$1.56
HAIR TIE SINGLE	\$0.20
TOOTHBRUSH CAP	\$0.41
SOAP DISH	\$0.79
TOOTHBRUSH SHORT	\$0.30
PALM HAIR BRUSH	\$0.72
ROYAL CROWN HAIR DRESS	\$3.59
ANTIFUNGAL CREAM	\$2.29
STAMPED ENVELOPE	\$0.80
STAMP SINGLE	\$0.66
LAYS SC & ONION	\$1.89
DORITOS NACHO 1.75Z	\$1.89
CHEETOS JALAPENO	\$1.89
CHEETOS FLAMIN HOT	\$1.89
HOT PORK RINDS	\$1.89
SMARTFOOD WHITE CHED POPCORN	\$1.89
LAYS BBQ CHIPS	\$1.89
TGIF POTATO CHD & BACON	\$1.89
SNYDERS JALA PRETZEL BITS	\$1.89
GARDETTO ORIGINAL	\$1.89
CHEX MIX TRADITIONAL	\$1.89
CHEEZ ITS 1.5Z	\$1.89
MUNCHIES PB & CHEESE	\$0.99
PLANTERS CAJUN NUTS	\$1.99
FRITOS CHILI CHEESE	\$1.89

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

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

Today's Date: 10/16/23

Requested by: Karin Smith

AGENDA ITEM(S):

Discussion/Action regarding the approval of Kologik LLC Software Service Agreement Constable 4

Meeting Date Requested: 10/24/2023

County Judge Oakley

Commissioner Pct. 1 Luther

Commissioner Pct. 2 Beierle

Commissioner Pct. 3 Wall

Commissioner Pct. 4 Dockery

KOLOGIK LLC
SOFTWARE-AS-A-SERVICE AGREEMENT

This Kologik LLC Software-as-a-Service ("SaaS") Agreement ("Agreement") is entered into by and between Kologik LLC, with its principal office located at 301 Main Street, Suite 2200, Baton Rouge, LA 70801 ("Kologik"), and the customer named below. The effective date of this Agreement is the date of full execution of this agreement ("Effective Date").

Customer Name: Burnet County Constable Precinct 4 (TX) ("Customer")
Address: 810 Steve Hawkins Parkway,
Marble Falls, TX 78654

RECITALS

WHEREAS, Kologik is the owner of certain computer software programs, including its Kologik software application ("Software"), and also provides configuration, training, and other services related to the Software purchased by Customer hereunder ("Services");

WHEREAS, the Software enables law enforcement agencies to document, record, manage and exchange information necessary for daily law enforcement activities;

WHEREAS, Kologik provides to customers, access to the Software by way of its centrally web-hosted platform on a subscription basis as a Software-as-a-Service (SaaS) offering, as an alternative to self-hosting or obtaining a perpetual license with managed hosting services;

WHEREAS, the Software can be configured to provide for data from various information feed sources to meet the Customer's needs;

WHEREAS, Customer now desires Kologik to provide, and Kologik desires to provide, Customer with access to the Software by way of Kologik's SaaS offering; and

WHEREAS, Kologik and Customer may sometimes be referred to herein each as "Party" or together as "Parties."

NOW, THEREFORE, based on the foregoing premises and the promises set forth below, the Parties agree as follows:

AGREEMENT

1. Grant of License.

1.1 License Grant. During the Term, and subject to the terms and conditions of this Agreement, Kologik hereby grants to Customer a limited, non-exclusive, non-transferable, non-assignable, license, on a subscription basis only, without the right to grant sublicenses, to access and use the Software via Kologik's web-based platform, over the Internet, as a SaaS solution, solely to support Customer's normal course of business, as configured by Kologik in accordance with Sections 2 and 3 below ("Solution"). The license is limited for use by Sworn Officers to the number set forth at Schedule A. Additional license fees will apply if Customer desires to add more Sworn Officers or civilian workers. Civilian workers that are directly employed by Customer may be eligible for licenses and utilize the Solution. However, Customer shall not provide any third party access to the Software or Solution without Kologik's prior written consent. The license granted in this Section 1 shall also include modifications to the Solution or Software that Kologik may make available to the Services that Customer procures from Kologik.

1.2 Restrictions on Use. Customer shall not, and shall not permit others to, without Kologik's prior written consent: (i) exceed the number of permitted licenses set forth on Schedule A; (ii) license, sublicense, sell, resell, distribute, rent, lease, assign or transfer the Software or Solution to any third party; (iii) modify, customize, reverse engineer, adapt, reverse assemble, reverse compile or create derivative works of the Software or Solution or any part thereof; or (iv) use the Software to harass, abuse, threaten, infringe intellectual property, or otherwise cause harm to Kologik or any third parties.

2. Initial Set Up and Configuration Services. Upon execution of this Agreement, the Parties will work together to define Customer's needs for configuring the SaaS Solution within the parameters of standard features in the systems purchased. Kologik's standard initial implementation, set-up and training fees are set forth in Schedule A. Customer's timely response to discovery and data requests are paramount to timely implementation (Section 8.3 herein).

3. Professional Services and Statements of Work. If additional Services are requested of Kologik beyond the scope of the initial standard set up and configuration services set forth in Section 2 above, the Parties will enter into a mutually agreed upon Statement of Work ("SOW") identifying the Services and tasks to be performed by Kologik, and set forth an estimate of the hours and corresponding fees for such Services. Unless otherwise set forth in the SOW, all Services will be provided by Kologik on a "time and material" basis at the rates identified in the SOW.

4. Customer Support. During the Term, Kologik will provide Customer with the ability to report technical issues 24 x 7 for the Software/Solution. Response times to resolve issues are set forth at Kologik's Customer Support Policy, attached hereto as Schedule B. Kologik support includes troubleshooting, basic usability and navigation assistance. If applicable, Customer agrees to provide Kologik access to production systems for purposes of customer support.

5. Service Level Agreement. Kologik will provide the Services in accordance with the Service Level Agreement attached hereto as Schedule B.

6. Fees and Payment Terms.

6.1 Payment Terms. Fees and payment terms for the Initial Term of the Agreement are set forth in Schedule A, and will be paid to Kologik by Customer. Fees for Services for any renewal term ("Renewal Term") will be invoiced by Kologik to Customer prior to the expiration of the Initial Term or any Renewal Term. If Customer chooses to not renew the Services, it will provide Kologik with written notice of such decision at least sixty (60) days (**Initials N.B.**) prior to the expiration of the Initial Term or any Renewal Term. Customer shall pay to Kologik all Fees due hereunder, as set forth in Schedule A or otherwise in writing by a SOW, purchase order, or other similar document, within thirty (30) days after receipt of Kologik invoice. Unless otherwise instructed by Customer in writing, Kologik shall send all invoices electronically to the email address specified at the introduction paragraph of this Agreement.

6.2 Expenses. Customer shall reimburse Kologik for previously-approved reasonable travel expenses incurred beyond the normal scope included in Schedule A. Such expenses are not included in any estimate in a SOW unless expressly itemized.

6.3 Cancellation or Rescheduling of Meetings or Travel by Customer. If meetings are rescheduled or cancelled by Customer after Kologik travel expenses have been incurred, Customer is responsible for penalties or other costs associated with changing or cancelling airline tickets. If services engagements are rescheduled or cancelled by Customer with less than twenty-four (24) hours' notice to Kologik, Customer is responsible for payment of eight (8) employee hours at current rates plus any incurred travel expenses.

6.4 Interest. Kologik may charge a service fee on late payments of the lesser of 1.5% per month or the highest rate allowable under law.

6.5 Taxes. Customer hereby asserts that it is exempt from the payment of taxes that might be applicable to the Services procured hereunder.

6.6 Alternate Payment Methods. Payments may be made by electronic means upon request to AR@kologik.com. Credit card processing or wire transfer fees will be the responsibility of the customer.

7. Ownership.

7.1 Solution. Customer acknowledges and agrees that it is acquiring only the right to access and use the SaaS Services, Solution and underlying Software licensed under this Agreement. Kologik, or its licensors as the case may be, is the owner of all right, title, and interest in and to the Software and Solution and all components and copies thereof, all modifications thereto (including derivative works based on the Solution or underlying Software application), and changes to the Solution made by Kologik pursuant to this Agreement, and all of the intellectual property rights in and to all of the foregoing. In no event shall title to all or any part of the Solution or underlying Software applications pass to Customer. Customer agrees that, as between the Parties, the Solution, all underlying Software applications, and all copies (in whole or part) shall remain the exclusive property of Kologik, or its licensors as the case may be, and may not be copied or used except as expressly authorized by this Agreement. Any rights not expressly granted to Customer under this Agreement are retained by Kologik.

7.2 Documentation and Training Materials. All Kologik documentation and training materials provided by Kologik hereunder, and all modifications thereto and intellectual property rights therein, shall be the sole and exclusive property of Kologik. Customer may make copies of such documentation and training materials for its reasonable and ordinary internal training purposes only. All proprietary rights notices contained on the Kologik documentation and training materials shall be reproduced on any copies. Subject to applicable open records laws, no copies of Kologik documentation or training materials shall be provided to any third party or competitor of Kologik.

7.3 Customer Data.

(a) Customer hereby represents and warrants to Kologik that it is the owner or licensee of all data and content entered into the Solution/Services ("Customer Data"). Customer acknowledges and agrees that it is solely responsible and liable for the Customer Data and its use of the Customer Data, including any data obtained or entered into the Solution by a third party. Customer further acknowledges and agrees that Kologik is merely a provider of the SaaS Services and the Solution on which the Customer Data resides, is not an authoritative source of the Customer Data, and is in no way responsible or liable to Customer or any third party for the Customer Data. Therefore, Customer will use due diligence to validate the Customer Data that resides in the Solution prior to taking action on such data. Customer shall ensure compliance with all applicable laws and regulations, including 28 CFR Part 23 and the Criminal Justice Information Services ("CJIS") requirements with respect to the Customer Data, and acknowledges and agrees that Kologik shall have no responsibility or liability with respect to Customer or the Customer Data being compliant with such regulations. Customer further represents and warrants to Kologik that the Customer Data, or Customer's use of the Customer Data in the Software/Solution, does not violate or constitute the infringement of any patent, copyright, trademark, trade secret, right of privacy, right of publicity, moral rights, or other intellectual property right recognized by any applicable jurisdiction of any person or entity, violate the civil rights of any individual, or otherwise constitute the breach of any agreement with any other person or entity. Customer further represents and warrants that the Customer Data does not contain any illegal, threatening, harassing, libelous, false, defamatory, offensive, or other material that would violate applicable law or regulation.

(b) Customer hereby authorizes Kologik to access and use the Customer Data for the sole purpose of providing the Solution and Services hereunder. Kologik will not share the Customer Data with any third parties, subject to Section 12.2 herein, or modify any of the Customer Data without Customer's express written consent. Access to the Customer Data by Kologik's authorized representatives shall be conducted in a safe, secure, and reliable manner.

8. Limited Warranty; Customer Obligations.

8.1. Software/Solution Warranties.

(a) Kologik hereby represents and warrants to Customer (i) that the Solution provided under this Agreement will conform in all material respects as described in Kologik's published documentation ("Documentation") and to Customer specifications that Kologik has agreed to in writing and incorporated into this Agreement ("Specifications"); (ii) that Kologik has the legal right to enter into and perform its obligations under this Agreement; and (iii) that, at the time of Customer access, to the best of Kologik's knowledge, the Solution provided under this Agreement does not violate or in any way infringe upon the intellectual property rights of any third party. For purposes of this Agreement, "knowledge" of a business entity shall mean the actual knowledge of its executive officers and key managers. Customer must promptly report any defects in the Solution to Kologik in writing in order to receive the warranty remedy set forth in this Section 8.1(a).

(b) Customer's sole remedy, and Kologik's sole obligation, under this Software/Solution warranty shall be, at Kologik's discretion, to provide a work around or correction for, or replace, any defective or nonconforming Solution so as to enable the Solution to materially conform to the Documentation and Specifications or otherwise as warranted above. All issues will be worked in accordance with support timelines set forth in Schedule B. If Kologik does not provide a work around or correction for, or replace, the Solution so that it materially conforms to the Documentation and Specifications within the resolution time provided by Kologik to Customer, then Kologik will, upon Customer's written request for cancellation of the order, terminate the license and refund the license fee that was paid by Customer to Kologik for the order.

(c) Kologik shall have no obligation under this warranty if the Solution has been used other than in accordance with this Agreement or the Documentation and Specifications.

(d) THE REMEDIES SET FORTH IN THIS SECTION 8.1 ARE THE SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF THE WARRANTIES GIVEN BY KOLOGIK UNDER THIS SECTION 8.1. KOLOGIK AND ITS SUPPLIERS MAKE NO WARRANTIES OR CONDITIONS TO ANY PERSON OR ENTITY WITH RESPECT TO THE SOFTWARE OR SOLUTION (OTHER THAN THOSE SET FORTH IN THIS SECTION 8.1) OR ANY DERIVATIVES THEREOF AND DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFORMATIONAL CONTENT, SYSTEM INTEGRATION, OR ENJOYMENT.

8.2 Services Warranties.

(a) Kologik warrants to Customer that any professional services for a particular SOW will be performed in a manner consistent with generally accepted industry practices. Customer must report any deficiencies in the Services to Kologik in writing within ninety (90) days of completion of the Services for that particular SOW or order in order to receive the warranty remedy set forth in this Section 8.2.

(b) If the Services are not performed in a manner consistent with generally accepted industry practices, then Kologik's sole obligation under this service warranty shall be to re-perform the defective services at no cost to Customer. For any breach of the services warranty set forth in this Section 8.2, Customer's sole remedy, and Kologik's sole liability, shall be the re-performance of the Services at no cost to Customer, and if Kologik fails to re-perform the Services as warranted within the resolution time mutually agreed upon by Kologik and Customer, Customer shall be entitled to a refund of the fees paid by Customer to Kologik for the deficient services and to immediately terminate the particular statement of work without liability.

(c) KOLOGIK AND ITS SUBCONTRACTORS MAKE NO WARRANTIES OR CONDITIONS TO ANY PERSON OR ENTITY WITH RESPECT TO THE SERVICES (OTHER THAN THOSE SET FORTH IN THIS SECTION 8.2) AND DISCLAIM ALL IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OR CONDITIONS OF WORKMANSHIP, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

8.3 Customer's Actions.

(a) In the event that Customer is required to provide any information or take any actions to facilitate the access and use of the Services and/or Solution, Customer will use good faith efforts to provide Kologik with the required information or take the required actions in a timely manner.

(b) Any hardware purchased to access or utilize Kologik's solutions or any third party integrated services are the responsibility of the customer.

9. LIMITATION OF LIABILITY. TO THE EXTENT ALLOWED BY APPLICABLE LAW, EXCEPT FOR THE LIMITED WARRANTIES SET FORTH ABOVE, THE SAAS SERVICES, SOFTWARE AND SOLUTION ARE PROVIDED BY KOLOGIK TO CUSTOMER ON AN "AS IS" BASIS. UNLESS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, KOLOGIK DOES NOT WARRANT THAT THE SOFTWARE OR SOLUTION WILL BE UNINTERRUPTED OR ERROR FREE, OR MAKE ANY WARRANTY AS TO THE RESULTS OBTAINED FROM THE USE OF THE SOFTWARE OR SOLUTION. IN NO EVENT SHALL KOLOGIK OR ITS LICENSORS, AFFILIATES, CONTRACTORS, MANAGERS, MEMBERS OR THEIR RESPECTIVE EMPLOYEES OR AGENTS BE LIABLE FOR LOSS OR INACCURACY OF DATA OR SYSTEM USE, DOWNTIME, GOODWILL, PROFITS OR OTHER BUSINESS LOSS, OR ANY OTHER INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES IN CONNECTION WITH CUSTOMER'S USE OF THE SAAS SERVICES, SOFTWARE OR SOLUTION, KOLOGIK'S PROVISION OF ANY PROFESSIONAL SERVICES, OR THIS AGREEMENT, UNDER CONTRACT, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY. THIS LIMITATION SHALL APPLY EVEN IF KOLOGIK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EACH PARTY ACKNOWLEDGES THAT THIS LIMITATION OF LIABILITY REFLECTS AN INFORMED, VOLUNTARY ALLOCATION BETWEEN THE PARTIES OF THE RISKS (KNOWN AND UNKNOWN) THAT MAY EXIST IN CONNECTION WITH THIS AGREEMENT, AND THAT THIS LIMITATION WILL APPLY REGARDLESS OF THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. EXCEPT FOR THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF KOLOGIK, IN NO EVENT SHALL THE TOTAL LIABILITY OF KOLOGIK AND ITS AFFILIATES, INCLUDING BUT NOT LIMITED TO DAMAGES OR LIABILITY ARISING OUT OF CONTRACT, TORT, BREACH OF WARRANTY, INFRINGEMENT OR OTHERWISE, EXCEED THE FEES PAID FOR THE SOFTWARE, SOLUTION OR SERVICES, ON A PER-ORDER BASIS, WHICH ARE THE DIRECT CAUSE OF THE DAMAGES OR LIABILITY CLAIMED. IN NO EVENT SHALL KOLOGIK HAVE ANY LIABILITY FOR CUSTOMER'S MISUSE OR FAILURE TO USE THE SOLUTION.

10. Indemnification

10.1 General Indemnification. To the extent authorized by applicable law, each Party (the "Indemnifying Party") shall indemnify and hold harmless the other against any and all third party claims of personal injury or property damage to the extent such damages are caused by such Party's gross negligence or willful misconduct. Customer will cooperate and assist Kologik in defending any third party claim resulting in any way from Customer's actions or Customer Data. The Indemnifying Party shall pay any and all damages awarded against or otherwise incurred by the other Party in connection with or arising from any such claim, suit, action, or proceeding. A Party shall be entitled to indemnification only if (a) within 15 days of its discovery of a potential claim it notifies the other in writing of such claim in sufficient detail to enable the Indemnifying Party to evaluate the claim; (b) the Party cooperates in all reasonable respects with the investigation, trial and defense of such claim and any appeal arising therefrom; and (c) it works with the Indemnifying Party in good faith and agrees to give the Indemnifying Party reasonable input into the resolution or settlement of any claim.

10.2 Infringement. Kologik will defend, indemnify and hold harmless Customer against any and all third party claims that the Software or Solution infringes any registered U.S. copyrights of such third party that are issued as of the delivery date of the Solution to Customer. Kologik shall pay any and all costs, damages, and expenses, including, without limitation, reasonable attorneys' fees and costs awarded against or otherwise incurred by Customer in connection with or arising from any such claim, suit, action, or proceeding. Customer shall be entitled to indemnification only if (a) within 15 days of its discovery of a potential claim it notifies Kologik in writing of such claim in sufficient detail to enable Kologik to evaluate the claim, and (b) Customer cooperates in all reasonable respects, at Kologik's cost and expense, with the investigation, trial and defense of such claim and any appeal arising therefrom. Should the Solution become, or in Kologik's opinion be likely to become, the subject of such a claim of misappropriation or infringement, Kologik at its sole option, shall either: (a) procure for Customer the right to continue using the Solution, (b) replace such Solution with functionally-equivalent software, or modify such Solution to make it non-infringing, or (c) if neither option (a) nor (b) is reasonably available, terminate this Agreement and refund any pre-paid fees to Customer, pro-rated for the balance remaining in the then-current subscription term. Kologik shall have no liability with respect to infringement of any proprietary right, except as set forth in this Section 10.2.

11. Term and Termination.

11.1 Term. This term of this Agreement shall commence as of the actual implementation of the software contracted for herein or sixty (60) days from the Effective Date of this agreement, whichever comes first, and continue in full force and effect for the three (3) year Initial Term set forth in Schedule A, and automatically renew annually thereafter at then current rates, each a Renewal Term, unless otherwise terminated in accordance with Section 11.2 below. (Initials MS.)

11.2 Termination. This Agreement may be terminated as follows:

11.2.1 Termination for Convenience. If either Party desires to discontinue any Services under this Agreement beyond the Initial Term, the Party may do so by providing written notice of non-renewal of the particular Services at least sixty (60) days (Initials MS.) prior to the end of the Initial Term or any Renewal Term. There is no termination for convenience during the Initial Term set forth at Schedule A or any Renewal Term.

11.2.2 Termination for Cause.

(a) Either Party may terminate this Agreement if the other Party breaches any of the material terms and fails to cure such breach within 30 days after receipt of written notice of such breach, or, if the breach cannot be reasonably cured within said period, to promptly commence to cure and diligently proceed until cured.

(b) Either Party may terminate this agreement if the other Party (i) becomes insolvent, (ii) makes an assignment for the benefit of creditors, (iii) files or has filed against it a petition in bankruptcy or seeking reorganizations, (iv) has a receiver appointed, or (v) institutes any proceedings for the liquidation or winding up; provided, however, that, in the case any of the foregoing is involuntary, such Party shall only be in breach if such petition or proceeding has not been dismissed within 90 days.

(c) If the breaching Party cures any such breach as provided herein, this Agreement shall continue unabated and the breaching party shall not be liable to the other for any loss, damage, or expense arising out of or from, resulting from, related to, in connection with or as a consequence of any said breach.

11.3 Effect of Termination. Upon termination or expiration of this Agreement, Kologik shall have the right to terminate Customer's access to the SaaS Services and Solution and discontinue Services to Customer. After 90 days, Kologik reserves the right to delete Customer's data.

11.4 Data Release. The data stored by Kologik on the behalf of the customers, is the property of the customer. If requested by Customer prior to the termination or expiration of this Agreement, Kologik will assist Customer with the release or copying of any Customer Data contained within the Solution, subject to Customer signing a data release agreement. If Customer fails to sign a data release agreement or terminates agreement, Kologik shall have the right to remove, delete, or destroy the Customer Data from the Solution. Each Kologik application stores data separately and at times may have a different format for delivery. Kologik reserves the right to amend the format of the digital copy, in order to support the growth and enhancement of its products. The current format of the digital copy for each product is described below.

(a) COPsync – COPsync data for items such as but not limited to criminal incidents, criminal arrests, traffic citation, and crash reports is stored in a Microsoft SQL database. File attachments uploaded to COPsync, are stored in the same SQL database. Kologik will provide a digital copy of the customer's data in the form of a SQL database backup, which the customer's includes file attachments. The SQL database can be restored into another SQL database and the information can be queried or extracted by third-parties such as a customer IT department or another vendor. Microsoft provides a free SQL database called SQL Server Express that can be downloaded and installed.

(b) Web CAD – All Web CAD data for items such as but not limited to calls for service is stored in an Oracle database. File attachments that are uploaded to Web CAD are stored on a file system in Microsoft Government Azure. Kologik will provide a digital copy of the customer's data in the form of an Oracle database backup for all data except file attachments. The file attachments will be provided separately along with the database. The Oracle database backup can be restored into another Oracle database and the information can be queried or extracted by third-parties such as a customer IT department or another vendor. Oracle provides a free Oracle database called Oracle Database Express Edition that can be downloaded and installed.

(c) Web RMS – All Web RMS data for items such as but not limited to incidents, arrests, and property and evidence is stored in an Oracle database. File attachments that are uploaded to Web RMS are stored on a file system in Microsoft Government Azure. Kologik will provide a digital copy of the customer's data in the form of an Oracle database backup for all data except file attachments. The file attachments will be provided separately along with the database. The Oracle database backup can be restored into another Oracle database and the information can be queried or extracted by third-parties such as a customer IT department or another vendor. Oracle provides a free Oracle database called Oracle Database Express Edition that can be downloaded and installed.

(d) Web JMS – All Web JMS data for items such as but not limited to booking, release and inmate history is stored in an Oracle database. File attachments that are uploaded to Web JMS are stored on a file system in Microsoft Government Azure. Kologik will provide a digital copy of the customer's data in the form of an Oracle database backup for all data except file attachments. The file attachments will be provided separately along with the database. The Oracle database backup can be restored into another Oracle database and the information can be queried or extracted by third-parties such as a customer IT department or another vendor. Oracle provides a free Oracle database called Oracle Database Express Edition that can be downloaded and installed.

11.5 Survival. The provisions of Sections 6, 7, 8, 9, 10, 11 and 12 shall survive the termination of this Agreement.

12. **General Provisions.**

12.1 Binding Agreement. This Agreement is binding on the heirs, executors, administrators, successors and permitted assigns of the Parties.

12.2 Confidentiality. During the term of this Agreement and at all times thereafter, each Party shall, and shall ensure that its respective directors, officers, employees, contractors and agents hold any and all Confidential Information disclosed by the other Party pursuant to this Agreement in the strictest confidence and in accordance with state and federal law. "*Confidential Information*" shall include without limitation all information and records whether oral or written or disclosed prior to or subsequent to the execution of this Agreement which has been marked "Confidential" or should reasonably be considered confidential, such as patents, utilization review, quality assessment, finances, volume of business, methods of operation, trade secrets, contracts, and prices, and price-related information. Each Party shall destroy any Confidential Information received from the other following the Event for which the Solution has been designed. Each Party agrees that disclosure of the other's Confidential Information other than in accordance with this Agreement shall cause irreparable injury to the other, and that the other Party shall be entitled to injunctive relief to prevent one another's breach of this Section. Nothing in this Section shall restrict either Party with respect to information or data: (i) that such Party rightfully possessed before it received the information from the other, as evidenced by written documentation of such possession; (ii) that subsequently becomes publicly available through no fault of such Party; (iii) that is subsequently furnished rightfully to such Party by a third party (excluding affiliates of the other) not known to be under restrictions on use or disclosure; (iv) that is required to be disclosed by applicable law (solely to the extent of such requirement), provided that the disclosing Party will exercise reasonable efforts to notify the other prior to disclosure; or (v) that is independently developed by such Party without any confidential information of the other.

12.3 Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement is not assignable by either Party without the prior written consent of the other. Notwithstanding the foregoing, upon reasonable notice, either party may assign all or any part of its rights and obligations under this Agreement without consent to (a) any entity resulting from any merger, consolidation or other reorganization of the assigning party, (b) any operating entity controlling the assigning party, or owned or controlled, directly or indirectly, by the assigning party, (c) any affiliate of the assigning party, or (d) any purchaser of all or substantially all of the assets of the assigning party.

12.4 No Waiver. If either Party waives any breach by the other, it shall not be construed as a waiver of any subsequent breach. Each Party's rights hereunder shall be cumulative, and any rights hereunder may be exercised concurrently or consecutively and shall include all remedies available even though not expressly referred to herein.

12.5 Electronic Media. A copy of this Agreement and the signatures affixed hereto transmitted and delivered by facsimile or electronic mail shall be deemed to be originals for all purposes. In addition, either Party may scan or otherwise convert this Agreement into an electronic and/or digital media file, and a copy of this Agreement or the electronic data file produced from any such electronic or digital media format may serve and be given the same legal force and effect as the original.

12.6 Right to Subcontract. Kologik may subcontract for the provision of certain portions of the Solution under this Agreement. Customer acknowledges and agrees that the provisions of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by Kologik to provide any service set forth herein to Customer, and bind Customer to said subcontractor(s) with the same force and effect as they bind Customer to Kologik.

12.7 Entire Agreement. This Agreement, including the attachments hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous oral or written statements, proposals, communications, negotiations, agreements, advertising and marketing including correspondence, brochures and Internet websites.

12.8 Force Majeure. Neither Party shall be held liable for any damages or penalty for delay in the performance of its obligations hereunder when such delay is due to earthquake, flood, fire, hurricane, power failure, tornado, terror, riot, war, or other event or disaster beyond the Party's control, provided the Party uses reasonable efforts seeking to (a) mitigate the consequences and (b) promptly notify the other Party.

12.9 Notices. Any notice required or permitted under this Agreement shall be in writing, shall reference this Agreement and will be deemed given: (i) upon personal delivery to the appropriate address; (ii) three (3) business days after the date of mailing if sent by certified or registered mail; (iii) one (1) business day after the date of deposit with a commercial courier service offering next business day service with confirmation of delivery, or (iv) upon read receipt of delivery by electronic communications at orders@kologik.com. All communications shall be sent to the contact information set forth below or to such other contact information as may be designated by a Party by giving written notice to the other Party pursuant to this provision:

To Kologik:

Kologik LLC
301 Main Street, Suite 2200
Baton Rouge, LA 70801
Attn: Paul San Soucie
Email: orders@kologik.com

To Customer:	Burnet County Pct 4 Constable's Office
Address:	810 Steve Hawkins Parkway
City, State, Zip	Marble Falls, TX 78654
Main Contact Email:	Mbindseil@burnetcountytexas.org

12.10 Severability. If any provision of this Agreement is determined by a court or arbitrator of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement, and such provisions shall be interpreted so as to effectuate the intent and purpose of the Parties.

12.11 Waiver and Modification. Waiver of any breach or failure to enforce any term of this Agreement shall not be deemed a waiver of any breach or right to enforce which may thereafter occur. Any waiver of any provision of this Agreement shall be effective only if in writing and signed by both Parties.

12.12 Modifications. Any amendment, supplementation or other modification of any provision of this Agreement shall be effective only if in writing and signed by both Parties. It is the intent of the Parties that this Section 12.12 shall expressly apply to exclude any additional or conflicting terms in any purchase order or similar ordering document ("PO") issued by Customer, and requires instead a writing between the Parties that is separate and apart from any such PO to amend or add to this Agreement.

12.13 Relationship of Parties. This Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of legal association between the Parties and each Party is an independent contractor.

12.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed an original.

12.15 Non-Solicitation of Employees. Each Party agrees that during the term of this Agreement and for a period of two years after its expiration or termination, neither Party will solicit or encourage any employee or consultant to discontinue their employment or engagement with the other Party. This provision shall not apply to employment opportunities of either Party advertised to the general public (e.g., newspaper advertisement, internet advertisement or listing, etc.) to which an employee of either Party may respond.

12.16 Compliance with Laws. The Parties agree to fully comply with all laws and regulations in the performance of this Agreement, including all relevant export and import laws and regulations of the United States. Further, if applicable, Customer agrees to fully comply with 28 CFR Part 23.

12.17 Choice of Law; Dispute Resolution; Jurisdiction; Venue. This Agreement and all amendments, modifications, alterations, or supplements hereto, and the rights of the Parties hereunder shall be construed under, and be governed by, the substantive laws of the State of Louisiana, without regard to any conflict of law provisions. The provisions of the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. If there is a dispute between the Parties relating to this Agreement, the Parties shall first attempt to resolve the dispute by escalating the dispute within their respective organizations. Any litigation arising out of or relating to this Agreement shall take place nonexclusively in the appropriate state or federal court in the State of Louisiana.

12.18 Paragraph Headings. The paragraph titles used herein are for convenience of the Parties only and shall not be considered in construing the provisions of this Agreement.

12.19 Marketing. From time to time, Kologik lists and/or mentions its customers in its marketing and communications initiatives including social media. Customer agrees that Kologik may use Customer's name and logo free of charge for such purpose for the duration of the Term. In addition, Kologik may work with customer on a Press Release, Case Study or Testimonial subject to approval by the Customer before publication.

12.20 Order of Precedence; Governing Documents. If a purchase order or similar ordering document is issued by Customer for the Solution and/or Services hereunder, the Parties hereby agree that the terms and conditions of this Agreement shall govern and take precedence over any different or additional terms and conditions of such purchase order or similar document.

12.21 Authority to Bind. Each Party hereby represents and warrants that the Party signing below has full right, power and authority to enter into this Agreement and bind such Party accordingly.

KOLOGIK LLC

BY: _____

NAME: _____

TITLE: _____

DATE: _____

CUSTOMER

BY: *J. Oakley*
Millicent Bindseil

NAME: *Millicent Bindseil* *James Oakley*

TITLE: *Constable* *Co. Judge*

DATE: *10 / 12 / 2023*

Additional Contact Information

Primary Contact Name: Millicent Bindseil
Primary Contact Job Title: Constable
Primary Email: mbindseil@burnetcountytexas.org
Primary Contact Phone: (830) 798 3020

Agency Head Name: Millicent Bindseil
Agency Head Job Title: Constable
Agency Head Email: mbindseil@burnetcountytexas.org

Onboarding Contact Name: Millicent Bindseil
Onboarding Contact Job Title: Constable
Onboarding Contact Email: mbindseil@burnetcountytexas.org

Billing Contact Name: Burnet County
Billing Contact Email: hcummings@burnetcountytexas.org
Billing Contact Phone: 512-756-5496

Kologik Contracts Rep. Name: Megan Lee
Kologik Contracts Rep. Phone: 214-281-4333
Kologik Contracts Rep. Email: mlee@kologik.com

SCHEDULE A PRODUCTS & PRICING SCHEDULE

10 / 12 / 2023

Customer Name and Address: Burnet County Constable Precinct 4 (TX)
810 Steve Hawkins Parkway,
Marble Falls, TX78654
Attn: Missy Bindseil

Initial Term: Commencing on the term date as defined in 11.1 of the Agreement and continuing for three (3) years thereafter.

Product/Services Selected: Kologik SaaS Solution

Proposal Number: 1

ORI Number:

Sworn Officers:

Data Migration/Integration From: N/A

Agency Physical Address:

QTY	Item Description	Unit Price	Total Price
Initial Set-up Fees (One-time)			
1	NIBRS Module for COPSsync Texas (One-time) Not applicable to new customer agreements. Existing customers may upgrade at no charge with 3 year service extension at current rates.	\$2,500.00	\$2,500.00
			\$2,500.00
QTY	Item Description	Unit Price	Total Price
Kologik SaaS Solution Fees (Recurring)			
Item Description			Total Price
TOTAL FEES: Three (3) Year Cost of Kologik SaaS Solution			
Set-Up Fees One-time			\$2,500.00
SaaS Fees Recurring (Year 1)			\$0.00
YEAR 1 FEES:			\$2,500.00
Year 2 Fees			\$0.00
Year 3 Fees			\$0.00

INVOICING AND PAYMENT TERMS

Invoicing. Unless otherwise agreed by the parties, Kologik will invoice Customer for the Year 1 Fees at or near the signing of this Agreement for the Year 1 Fees of \$2,500.00. Year 2 and Year 3 fees will be invoiced 30 days prior to the anniversary date of the Agreement. Additional fees will be invoiced upon completion of each.

Payment Terms. Payments are due no later than thirty (30) days following the date of Kologik invoice.

Additional Fees. Credit card payments are subject to a processing fee.

Additional license fees will apply if Customer desires to add more Sworn Officers or civilian workers. These additional fees will be invoiced on a prorated basis at the contracted rate for each license.

SCHEDULE B

Kologik SAAS SOLUTION Service Levels and Standard Customer Support Policy

Two (2) ways to contact Support:

Phone: 855-339-9417 or 469-680-1400

Email: support@kologik.com

Uptime Availability

Kologik will maintain 98% total availability of the software and Service to Company (for purposes of this support policy, "Company" shall refer to Kologik's Customer) measured on a monthly basis, excluding scheduled maintenance of four (4) hours per month or less ("Scheduled Maintenance"). Kologik will provide Company with a minimum of forty-eight (48) hour notice of any Scheduled Maintenance to those person(s) specified by Company in writing as the primary contact(s). Scheduled Maintenance will be performed outside of normal business hours, as defined Monday through Friday (except holidays) from 8AM CST to 8PM CST ("Normal Business Hours".) Emergency repairs will be performed as required and Kologik will promptly notify Company of such action.

Service Level Definitions

LEVEL 1 – Support provides the following services:

- Forgotten ID's and passwords
- Account expiration issues (ID and password changes)
- Day-to-day use of the Kologik Software
- Connectivity issues including LAN, wireless access from the patrol cars and Internet access
- Initial triage of the support request to determine the next level of support, if required
- Logging the call and tracking its progress through to resolution

LEVEL 2 – Support provides the following services which includes a more detailed understanding of the inner workings of the application:

- Additional contact with the customer to continue to triage the support request and resolve items such as:
- Data issues including integrity and accuracy
- Problems with maps including geo-location inaccuracies
- Problem with CAD or other related Crime data feeds
- Problems with included third-party components
- Server imbalance
- Performance issue
- Interface with Level 3 support team to help identify a resolution

LEVEL 3 – Support services provide code level changes to the application

- Identification and resolution of a software failure which requires a patch or fix
 - Provide assistance to level 2 support to identify problems and provide solutions that can be applied without code changes
-

Severities

Severity 1 High Priority Critical	Definition: System down or unavailable for use. To report a severity 1 problem or to submit a severity 1 service request, the customer must provide two contact names (primary and backup) and their phone numbers before the request is accepted as severity 1.
Initial Response Time	All severity 1 problem reports or service requests will be responded to within 2 hrs. This type of request is available for submission and response 24x7.
Resolution Time	As the resolution time depends on the type of problem or request, it cannot be determined in advance. Kologik support team will work 24 hrs a day, 7 days a week until the problem is resolved. During this period, the customer must be available to help with the problem determination and resolution. Once the problem is identified, Kologik will provide Licensee with a resolution time ("Resolution Commitment Date").

Severity 2 Medium Priority	Definition: Major functions down or not working as expected. Adversely affects and prevents the accomplishment of an operational or mission essential function. Typically, a workaround is not available.
Initial Response Time	All severity 2 problem reports or service requests can be submitted to the Support Center 24/7. However, responses to these requests will only be made between Monday through Friday, 8AM CST to 8PM CST. Requests will be responded to within 4 hrs during these business hours. Kologik will provide the status of the work request on a regular basis via telephone, email or other form of communication to the requester.
Resolution Time	As the resolution time is depended on the type of problem or request, it cannot be determined in advance. Kologik support team will work on the problem / request during normal office hours until the problem is resolved. During this period, the customer must be available to help with the problem determination and resolution. Once the problem is identified, Kologik will provide Licensee with a resolution time ("Resolution Commitment Date").

Severity 3 Low Priority	Definition: Minor function down or not working as expected / cosmetic issues. Adversely affects (but does not prevent) the accomplishment of an operational or mission essential function. Typically, a workaround is available. Severity 3 issues do not include aborts or loss of data.
Initial Response Time	All severity 3 problem reports or service requests can be submitted to the Support Center 24/7. However, responses to these requests will only be made between Monday through Friday, 8AM CST and 5PM CST.
Resolution Time	As the resolution time depends on the type of problem or request, it cannot be determined in advance. Kologik support team will work on the problem / request during normal office hours. During this period, the customer must be available to help with the problem determination and resolution.

Severity 4 Low Priority	Definition: Enhancement, feature/user request or training. May include password resets or training questions.
Initial Response Time	All severity 4 problem reports or service requests can be submitted to the Support Center 24/7. However, responses to these requests will only be made between Monday through Friday, 8AM CST and 5PM CST.
Resolution Time	Kologik support team will work on the problem / request during normal office hours with the assistance of the customer.

Remedy

If Kologik does not meet its system availability commitment of 98%, as set forth above, upon Company's timely request, which request shall be made no later than ninety (90) days following any such event, a credit will be applied based on the proportion of such deficiency (the amount less than 98%) to the total number of hours in a month. Company may apply the credit against the next applicable subsequent billing period or renewal term fees. Service credits will only apply to problems associated with Kologik and its network or data center. No credit will be given if it is determined the problem is at Company, the Internet, or otherwise out of Kologik's control.

Agenda Item Request Form

BURNET COUNTY COMMISSIONER'S COURTMeetings – 9:00am – 2nd and 4th Tuesday of Every Month

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

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

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

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

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

Today's Date: 10/12/23

Requested by: Karin Smith

AGENDA ITEM(S):

Discussion/Action regarding the approval of Kologik LLC Software Service Agreement for Constable 2 NIBRS Reporting

Meeting Date Requested: 10/24/2023

County Judge Oakley

Commissioner Pct. 1 Luther

Commissioner Pct. 2 Beierle

Commissioner Pct. 3 Wall

Commissioner Pct. 4 Dockery

**KOLOGIK LLC
SOFTWARE-AS-A-SERVICE AGREEMENT**

This Kologik LLC Software-as-a-Service (“SaaS”) Agreement (“Agreement”) is entered into by and between Kologik LLC, with its principal office located at 301 Main Street, Suite 2200, Baton Rouge, LA 70801 (“Kologik”), and the customer named below. The effective date of this Agreement is the date of full execution of this agreement (“Effective Date”).

Customer Name: Burnet County Constable Precinct 2 (TX) (“Customer”)
Address: 1701 East Polk Ste 7, 220 South Pierce
Burnet, TX 78611

RECITALS

WHEREAS, Kologik is the owner of certain computer software programs, including its Kologik software application (“Software”), and also provides configuration, training, and other services related to the Software purchased by Customer hereunder (“Services”);

WHEREAS, the Software enables law enforcement agencies to document, record, manage and exchange information necessary for daily law enforcement activities;

WHEREAS, Kologik provides to customers, access to the Software by way of its centrally web-hosted platform on a subscription basis as a Software-as-a-Service (SaaS) offering, as an alternative to self-hosting or obtaining a perpetual license with managed hosting services;

WHEREAS, the Software can be configured to provide for data from various information feed sources to meet the Customer’s needs;

WHEREAS, Customer now desires Kologik to provide, and Kologik desires to provide, Customer with access to the Software by way of Kologik’s SaaS offering; and

WHEREAS, Kologik and Customer may sometimes be referred to herein each as “Party” or together as “Parties.”

NOW, THEREFORE, based on the foregoing premises and the promises set forth below, the Parties agree as follows:

AGREEMENT

1. Grant of License.

1.1 License Grant. During the Term, and subject to the terms and conditions of this Agreement, Kologik hereby grants to Customer a limited, non-exclusive, non-transferable, non-assignable, license, on a subscription basis only, without the right to grant sublicenses, to access and use the Software via Kologik’s web-based platform, over the Internet, as a SaaS solution, solely to support Customer’s normal course of business, as configured by Kologik in accordance with Sections 2 and 3 below (“Solution”). The license is limited for use by Sworn Officers to the number set forth at Schedule A. Additional license fees will apply if Customer desires to add more Sworn Officers or civilian workers. Civilian workers that are directly employed by Customer may be eligible for licenses and utilize the Solution. However, Customer shall not provide any third party access to the Software or Solution without Kologik’s prior written consent. The license granted in this Section 1 shall also include modifications to the Solution or Software that Kologik may make available to the Services that Customer procures from Kologik.

1.2 Restrictions on Use. Customer shall not, and shall not permit others to, without Kologik's prior written consent: (i) exceed the number of permitted licenses set forth on Schedule A; (ii) license, sublicense, sell, resell, distribute, rent, lease, assign or transfer the Software or Solution to any third party; (iii) modify, customize, reverse engineer, adapt, reverse assemble, reverse compile or create derivative works of the Software or Solution or any part thereof; or (iv) use the Software to harass, abuse, threaten, infringe intellectual property, or otherwise cause harm to Kologik or any third parties.

2. Initial Set Up and Configuration Services. Upon execution of this Agreement, the Parties will work together to define Customer's needs for configuring the SaaS Solution within the parameters of standard features in the systems purchased. Kologik's standard initial implementation, set-up and training fees are set forth in Schedule A. Customer's timely response to discovery and data requests are paramount to timely implementation (Section 8.3 herein).

3. Professional Services and Statements of Work. If additional Services are requested of Kologik beyond the scope of the initial standard set up and configuration services set forth in Section 2 above, the Parties will enter into a mutually agreed upon Statement of Work ("SOW") identifying the Services and tasks to be performed by Kologik, and set forth an estimate of the hours and corresponding fees for such Services. Unless otherwise set forth in the SOW, all Services will be provided by Kologik on a "time and material" basis at the rates identified in the SOW.

4. Customer Support. During the Term, Kologik will provide Customer with the ability to report technical issues 24 x 7 for the Software/Solution. Response times to resolve issues are set forth at Kologik's Customer Support Policy, attached hereto as Schedule B. Kologik support includes troubleshooting, basic usability and navigation assistance. If applicable, Customer agrees to provide Kologik access to production systems for purposes of customer support.

5. Service Level Agreement. Kologik will provide the Services in accordance with the Service Level Agreement attached hereto as Schedule B.

6. Fees and Payment Terms.

6.1 Payment Terms. Fees and payment terms for the Initial Term of the Agreement are set forth in Schedule A, and will be paid to Kologik by Customer. Fees for Services for any renewal term ("Renewal Term") will be invoiced by Kologik to Customer prior to the expiration of the Initial Term or any Renewal Term. If Customer chooses to not renew the Services, it will provide Kologik with written notice of such decision at least sixty (60) days (**Initials _____**) prior to the expiration of the Initial Term or any Renewal Term. Customer shall pay to Kologik all Fees due hereunder, as set forth in Schedule A or otherwise in writing by a SOW, purchase order, or other similar document, within thirty (30) days after receipt of Kologik invoice. Unless otherwise instructed by Customer in writing, Kologik shall send all invoices electronically to the email address specified at the introduction paragraph of this Agreement.

6.2 Expenses. Customer shall reimburse Kologik for previously-approved reasonable travel expenses incurred beyond the normal scope included in Schedule A. Such expenses are not included in any estimate in a SOW unless expressly itemized.

6.3 Cancellation or Rescheduling of Meetings or Travel by Customer. If meetings are rescheduled or cancelled by Customer after Kologik travel expenses have been incurred, Customer is responsible for penalties or other costs associated with changing or cancelling airline tickets. If services engagements are rescheduled or cancelled by Customer with less than twenty-four (24) hours' notice to Kologik, Customer is responsible for payment of eight (8) employee hours at current rates plus any incurred travel expenses.

6.4 Interest. Kologik may charge a service fee on late payments of the lesser of 1.5% per month or the highest rate allowable under law.

6.5 Taxes. Customer hereby asserts that it is exempt from the payment of taxes that might be applicable to the Services procured hereunder.

6.6 Alternate Payment Methods. Payments may be made by electronic means upon request to AR@kologik.com. Credit card processing or wire transfer fees will be the responsibility of the customer.

7. Ownership.

7.1 Solution. Customer acknowledges and agrees that it is acquiring only the right to access and use the SaaS Services, Solution and underlying Software licensed under this Agreement. Kologik, or its licensors as the case may be, is the owner of all right, title, and interest in and to the Software and Solution and all components and copies thereof, all modifications thereto (including derivative works based on the Solution or underlying Software application), and changes to the Solution made by Kologik pursuant to this Agreement, and all of the intellectual property rights in and to all of the foregoing. In no event shall title to all or any part of the Solution or underlying Software applications pass to Customer. Customer agrees that, as between the Parties, the Solution, all underlying Software applications, and all copies (in whole or part) shall remain the exclusive property of Kologik, or its licensors as the case may be, and may not be copied or used except as expressly authorized by this Agreement. Any rights not expressly granted to Customer under this Agreement are retained by Kologik.

7.2 Documentation and Training Materials. All Kologik documentation and training materials provided by Kologik hereunder, and all modifications thereto and intellectual property rights therein, shall be the sole and exclusive property of Kologik. Customer may make copies of such documentation and training materials for its reasonable and ordinary internal training purposes only. All proprietary rights notices contained on the Kologik documentation and training materials shall be reproduced on any copies. Subject to applicable open records laws, no copies of Kologik documentation or training materials shall be provided to any third party or competitor of Kologik.

7.3 Customer Data.

(a) Customer hereby represents and warrants to Kologik that it is the owner or licensee of all data and content entered into the Solution/Services ("Customer Data"). Customer acknowledges and agrees that it is solely responsible and liable for the Customer Data and its use of the Customer Data, including any data obtained or entered into the Solution by a third party. Customer further acknowledges and agrees that Kologik is merely a provider of the SaaS Services and the Solution on which the Customer Data resides, is not an authoritative source of the Customer Data, and is in no way responsible or liable to Customer or any third party for the Customer Data. Therefore, Customer will use due diligence to validate the Customer Data that resides in the Solution prior to taking action on such data. Customer shall ensure compliance with all applicable laws and regulations, including 28 CFR Part 23 and the Criminal Justice Information Services ("CJIS") requirements with respect to the Customer Data, and acknowledges and agrees that Kologik shall have no responsibility or liability with respect to Customer or the Customer Data being compliant with such regulations. Customer further represents and warrants to Kologik that the Customer Data, or Customer's use of the Customer Data in the Software/Solution, does not violate or constitute the infringement of any patent, copyright, trademark, trade secret, right of privacy, right of publicity, moral rights, or other intellectual property right recognized by any applicable jurisdiction of any person or entity, violate the civil rights of any individual, or otherwise constitute the breach of any agreement with any other person or entity. Customer further represents and warrants that the Customer Data does not contain any illegal, threatening, harassing, libelous, false, defamatory, offensive, or other material that would violate applicable law or regulation.

(b) Customer hereby authorizes Kologik to access and use the Customer Data for the sole purpose of providing the Solution and Services hereunder. Kologik will not share the Customer Data with any third parties, subject to Section 12.2 herein, or modify any of the Customer Data without Customer's express written consent. Access to the Customer Data by Kologik's authorized representatives shall be conducted in a safe, secure, and reliable manner.

8. Limited Warranty; Customer Obligations.

8.1. Software/Solution Warranties.

(a) Kologik hereby represents and warrants to Customer (i) that the Solution provided under this Agreement will conform in all material respects as described in Kologik's published documentation ("Documentation") and to Customer specifications that Kologik has agreed to in writing and incorporated into this Agreement ("Specifications"); (ii) that Kologik has the legal right to enter into and perform its obligations under this Agreement; and (iii) that, at the time of Customer access, to the best of Kologik's knowledge, the Solution provided under this Agreement does not violate or in any way infringe upon the intellectual property rights of any third party. For purposes of this Agreement, "knowledge" of a business entity shall mean the actual knowledge of its executive officers and key managers. Customer must promptly report any defects in the Solution to Kologik in writing in order to receive the warranty remedy set forth in this Section 8.1(a).

(b) Customer's sole remedy, and Kologik's sole obligation, under this Software/Solution warranty shall be, at Kologik's discretion, to provide a work around or correction for, or replace, any defective or nonconforming Solution so as to enable the Solution to materially conform to the Documentation and Specifications or otherwise as warranted above. All issues will be worked in accordance with support timelines set forth in Schedule B. If Kologik does not provide a work around or correction for, or replace, the Solution so that it materially conforms to the Documentation and Specifications within the resolution time provided by Kologik to Customer, then Kologik will, upon Customer's written request for cancellation of the order, terminate the license and refund the license fee that was paid by Customer to Kologik for the order.

(c) Kologik shall have no obligation under this warranty if the Solution has been used other than in accordance with this Agreement or the Documentation and Specifications.

(d) THE REMEDIES SET FORTH IN THIS SECTION 8.1 ARE THE SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF THE WARRANTIES GIVEN BY KOLOGIK UNDER THIS SECTION 8.1. KOLOGIK AND ITS SUPPLIERS MAKE NO WARRANTIES OR CONDITIONS TO ANY PERSON OR ENTITY WITH RESPECT TO THE SOFTWARE OR SOLUTION (OTHER THAN THOSE SET FORTH IN THIS SECTION 8.1) OR ANY DERIVATIVES THEREOF AND DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFORMATIONAL CONTENT, SYSTEM INTEGRATION, OR ENJOYMENT.

8.2 Services Warranties.

(a) Kologik warrants to Customer that any professional services for a particular SOW will be performed in a manner consistent with generally accepted industry practices. Customer must report any deficiencies in the Services to Kologik in writing within ninety (90) days of completion of the Services for that particular SOW or order in order to receive the warranty remedy set forth in this Section 8.2.

(b) If the Services are not performed in a manner consistent with generally accepted industry practices, then Kologik's sole obligation under this service warranty shall be to re-perform the defective services at no cost to Customer. For any breach of the services warranty set forth in this Section 8.2, Customer's sole remedy, and Kologik's sole liability, shall be the re-performance of the Services at no cost to Customer, and if Kologik fails to re-perform the Services as warranted within the resolution time mutually agreed upon by Kologik and Customer, Customer shall be entitled to a refund of the fees paid by Customer to Kologik for the deficient services and to immediately terminate the particular statement of work without liability.

(c) KOLOGIK AND ITS SUBCONTRACTORS MAKE NO WARRANTIES OR CONDITIONS TO ANY PERSON OR ENTITY WITH RESPECT TO THE SERVICES (OTHER THAN THOSE SET FORTH IN THIS SECTION 8.2) AND DISCLAIM ALL IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OR CONDITIONS OF WORKMANSHIP, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

8.3 Customer's Actions.

(a) In the event that Customer is required to provide any information or take any actions to facilitate the access and use of the Services and/or Solution, Customer will use good faith efforts to provide Kologik with the required information or take the required actions in a timely manner.

(b) Any hardware purchased to access or utilize Kologik's solutions or any third party integrated services are the responsibility of the customer.

9. LIMITATION OF LIABILITY. TO THE EXTENT ALLOWED BY APPLICABLE LAW, EXCEPT FOR THE LIMITED WARRANTIES SET FORTH ABOVE, THE SAAS SERVICES, SOFTWARE AND SOLUTION ARE PROVIDED BY KOLOGIK TO CUSTOMER ON AN “AS IS” BASIS. UNLESS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, KOLOGIK DOES NOT WARRANT THAT THE SOFTWARE OR SOLUTION WILL BE UNINTERRUPTED OR ERROR FREE, OR MAKE ANY WARRANTY AS TO THE RESULTS OBTAINED FROM THE USE OF THE SOFTWARE OR SOLUTION. IN NO EVENT SHALL KOLOGIK OR ITS LICENSORS, AFFILIATES, CONTRACTORS, MANAGERS, MEMBERS OR THEIR RESPECTIVE EMPLOYEES OR AGENTS BE LIABLE FOR LOSS OR INACCURACY OF DATA OR SYSTEM USE, DOWNTIME, GOODWILL, PROFITS OR OTHER BUSINESS LOSS, OR ANY OTHER INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES IN CONNECTION WITH CUSTOMER’S USE OF THE SAAS SERVICES, SOFTWARE OR SOLUTION, KOLOGIK’S PROVISION OF ANY PROFESSIONAL SERVICES, OR THIS AGREEMENT, UNDER CONTRACT, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY. THIS LIMITATION SHALL APPLY EVEN IF KOLOGIK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EACH PARTY ACKNOWLEDGES THAT THIS LIMITATION OF LIABILITY REFLECTS AN INFORMED, VOLUNTARY ALLOCATION BETWEEN THE PARTIES OF THE RISKS (KNOWN AND UNKNOWN) THAT MAY EXIST IN CONNECTION WITH THIS AGREEMENT, AND THAT THIS LIMITATION WILL APPLY REGARDLESS OF THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. EXCEPT FOR THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF KOLOGIK, IN NO EVENT SHALL THE TOTAL LIABILITY OF KOLOGIK AND ITS AFFILIATES, INCLUDING BUT NOT LIMITED TO DAMAGES OR LIABILITY ARISING OUT OF CONTRACT, TORT, BREACH OF WARRANTY, INFRINGEMENT OR OTHERWISE, EXCEED THE FEES PAID FOR THE SOFTWARE, SOLUTION OR SERVICES, ON A PER-ORDER BASIS, WHICH ARE THE DIRECT CAUSE OF THE DAMAGES OR LIABILITY CLAIMED. IN NO EVENT SHALL KOLOGIK HAVE ANY LIABILITY FOR CUSTOMER’S MISUSE OR FAILURE TO USE THE SOLUTION.

10. Indemnification

10.1 General Indemnification. To the extent authorized by applicable law, each Party (the “Indemnifying Party”) shall indemnify and hold harmless the other against any and all third party claims of personal injury or property damage to the extent such damages are caused by such Party’s gross negligence or willful misconduct. Customer will cooperate and assist Kologik in defending any third party claim resulting in any way from Customer’s actions or Customer Data. The Indemnifying Party shall pay any and all damages awarded against or otherwise incurred by the other Party in connection with or arising from any such claim, suit, action, or proceeding. A Party shall be entitled to indemnification only if (a) within 15 days of its discovery of a potential claim it notifies the other in writing of such claim in sufficient detail to enable the Indemnifying Party to evaluate the claim; (b) the Party cooperates in all reasonable respects with the investigation, trial and defense of such claim and any appeal arising therefrom; and (c) it works with the Indemnifying Party in good faith and agrees to give the Indemnifying Party reasonable input into the resolution or settlement of any claim.

10.2 Infringement. Kologik will defend, indemnify and hold harmless Customer against any and all third party claims that the Software or Solution infringes any registered U.S. copyrights of such third party that are issued as of the delivery date of the Solution to Customer. Kologik shall pay any and all costs, damages, and expenses, including, without limitation, reasonable attorneys’ fees and costs awarded against or otherwise incurred by Customer in connection with or arising from any such claim, suit, action, or proceeding. Customer shall be entitled to indemnification only if (a) within 15 days of its discovery of a potential claim it notifies Kologik in writing of such claim in sufficient detail to enable Kologik to evaluate the claim, and (b) Customer cooperates in all reasonable respects, at Kologik’s cost and expense, with the investigation, trial and defense of such claim and any appeal arising therefrom. Should the Solution become, or in Kologik’s opinion be likely to become, the subject of such a claim of misappropriation or infringement, Kologik at its sole option, shall either: (a) procure for Customer the right to continue using the Solution, (b) replace such Solution with functionally-equivalent software, or modify such Solution to make it non-infringing, or (c) if neither option (a) nor (b) is reasonably available, terminate this Agreement and refund any pre-paid fees to Customer, pro-rated for the balance remaining in the then-current subscription term. Kologik shall have no liability with respect to infringement of any proprietary right, except as set forth in this Section 10.2.

11. Term and Termination.

11.1 Term. This term of this Agreement shall commence as of the actual implementation of the software contracted for herein or sixty (60) days from the Effective Date of this agreement, whichever comes first, and continue in full force and effect for the three (3) year Initial Term set forth in Schedule A, and automatically renew annually thereafter at then current rates, each a Renewal Term, unless otherwise terminated in accordance with Section 11.2 below. **(Initials ____)**

11.2 Termination. This Agreement may be terminated as follows:

11.2.1 Termination for Convenience. If either Party desires to discontinue any Services under this Agreement beyond the Initial Term, the Party may do so by providing written notice of non-renewal of the particular Services at least sixty (60) days **(Initials ____)** prior to the end of the Initial Term or any Renewal Term. There is no termination for convenience during the Initial Term set forth at Schedule A or any Renewal Term.

11.2.2 Termination for Cause.

(a) Either Party may terminate this Agreement if the other Party breaches any of the material terms and fails to cure such breach within 30 days after receipt of written notice of such breach, or, if the breach cannot be reasonably cured within said period, to promptly commence to cure and diligently proceed until cured.

(b) Either Party may terminate this agreement if the other Party (i) becomes insolvent, (ii) makes an assignment for the benefit of creditors, (iii) files or has filed against it a petition in bankruptcy or seeking reorganizations, (iv) has a receiver appointed, or (v) institutes any proceedings for the liquidation or winding up; provided, however, that, in the case any of the foregoing is involuntary, such Party shall only be in breach if such petition or proceeding has not been dismissed within 90 days.

(c) If the breaching Party cures any such breach as provided herein, this Agreement shall continue unabated and the breaching party shall not be liable to the other for any loss, damage, or expense arising out of or from, resulting from, related to, in connection with or as a consequence of any said breach.

11.3 Effect of Termination. Upon termination or expiration of this Agreement, Kologik shall have the right to terminate Customer's access to the SaaS Services and Solution and discontinue Services to Customer. After 90 days, Kologik reserves the right to delete Customer's data.

11.4 Data Release. The data stored by Kologik on the behalf of the customers, is the property of the customer. If requested by Customer prior to the termination or expiration of this Agreement, Kologik will assist Customer with the release or copying of any Customer Data contained within the Solution, subject to Customer signing a data release agreement. If Customer fails to sign a data release agreement or terminates agreement, Kologik shall have the right to remove, delete, or destroy the Customer Data from the Solution. Each Kologik application stores data separately and at times may have a different format for delivery. Kologik reserves the right to amend the format of the digital copy, in order to support the growth and enhancement of its products. The current format of the digital copy for each product is described below.

(a) COPsync – COPsync data for items such as but not limited to criminal incidents, criminal arrests, traffic citation, and crash reports is stored in a Microsoft SQL database. File attachments uploaded to COPsync, are stored in the same SQL database. Kologik will provide a digital copy of the customer's data in the form of a SQL database backup, which the customer's includes file attachments. The SQL database can be restored into another SQL database and the information can be queried or extracted by third-parties such as a customer IT department or another vendor. Microsoft provides a free SQL database called SQL Server Express that can be downloaded and installed.

(b) Web CAD – All Web CAD data for items such as but not limited to calls for service is stored in an Oracle database. File attachments that are uploaded to Web CAD are stored on a file system in Microsoft Government Azure. Kologik will provide a digital copy of the customer's data in the form of an Oracle database backup for all data except file attachments. The file attachments will be provided separately along with the database. The Oracle database backup can be restored into another Oracle database and the information can be queried or extracted by third-parties such as a customer IT department or another vendor. Oracle provides a free Oracle database called Oracle Database Express Edition that can be downloaded and installed.

(c) Web RMS – All Web RMS data for items such as but not limited to incidents, arrests, and property and evidence is stored in an Oracle database. File attachments that are uploaded to Web RMS are stored on a file system in Microsoft Government Azure. Kologik will provide a digital copy of the customer's data in the form of an Oracle database backup for all data except file attachments. The file attachments will be provided separately along with the database. The Oracle database backup can be restored into another Oracle database and the information can be queried or extracted by third-parties such as a customer IT department or another vendor. Oracle provides a free Oracle database called Oracle Database Express Edition that can be downloaded and installed.

(d) Web JMS – All Web JMS data for items such as but not limited to booking, release and inmate history is stored in an Oracle database. File attachments that are uploaded to Web JMS are stored on a file system in Microsoft Government Azure. Kologik will provide a digital copy of the customer's data in the form of an Oracle database backup for all data except file attachments. The file attachments will be provided separately along with the database. The Oracle database backup can be restored into another Oracle database and the information can be queried or extracted by third-parties such as a customer IT department or another vendor. Oracle provides a free Oracle database called Oracle Database Express Edition that can be downloaded and installed.

11.5 Survival. The provisions of Sections 6, 7, 8, 9, 10, 11 and 12 shall survive the termination of this Agreement.

12. **General Provisions.**

12.1 Binding Agreement. This Agreement is binding on the heirs, executors, administrators, successors and permitted assigns of the Parties.

12.2 Confidentiality. During the term of this Agreement and at all times thereafter, each Party shall, and shall ensure that its respective directors, officers, employees, contractors and agents hold any and all Confidential Information disclosed by the other Party pursuant to this Agreement in the strictest confidence and in accordance with state and federal law. "*Confidential Information*" shall include without limitation all information and records whether oral or written or disclosed prior to or subsequent to the execution of this Agreement which has been marked "Confidential" or should reasonably be considered confidential, such as patents, utilization review, quality assessment, finances, volume of business, methods of operation, trade secrets, contracts, and prices, and price-related information. Each Party shall destroy any Confidential Information received from the other following the Event for which the Solution has been designed. Each Party agrees that disclosure of the other's Confidential Information other than in accordance with this Agreement shall cause irreparable injury to the other, and that the other Party shall be entitled to injunctive relief to prevent one another's breach of this Section. Nothing in this Section shall restrict either Party with respect to information or data: (i) that such Party rightfully possessed before it received the information from the other, as evidenced by written documentation of such possession; (ii) that subsequently becomes publicly available through no fault of such Party; (iii) that is subsequently furnished rightfully to such Party by a third party (excluding affiliates of the other) not known to be under restrictions on use or disclosure; (iv) that is required to be disclosed by applicable law (solely to the extent of such requirement), provided that the disclosing Party will exercise reasonable efforts to notify the other prior to disclosure; or (v) that is independently developed by such Party without any confidential information of the other.

12.3 Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement is not assignable by either Party without the prior written consent of the other. Notwithstanding the foregoing, upon reasonable notice, either party may assign all or any part of its rights and obligations under this Agreement without consent to (a) any entity resulting from any merger, consolidation or other reorganization of the assigning party, (b) any operating entity controlling the assigning party, or owned or controlled, directly or indirectly, by the assigning party, (c) any affiliate of the assigning party, or (d) any purchaser of all or substantially all of the assets of the assigning party.

12.4 No Waiver. If either Party waives any breach by the other, it shall not be construed as a waiver of any subsequent breach. Each Party's rights hereunder shall be cumulative, and any rights hereunder may be exercised concurrently or consecutively and shall include all remedies available even though not expressly referred to herein.

12.5 Electronic Media. A copy of this Agreement and the signatures affixed hereto transmitted and delivered by facsimile or electronic mail shall be deemed to be originals for all purposes. In addition, either Party may scan or otherwise convert this Agreement into an electronic and/or digital media file, and a copy of this Agreement or the electronic data file produced from any such electronic or digital media format may serve and be given the same legal force and effect as the original.

12.6 Right to Subcontract. Kologik may subcontract for the provision of certain portions of the Solution under this Agreement. Customer acknowledges and agrees that the provisions of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by Kologik to provide any service set forth herein to Customer, and bind Customer to said subcontractor(s) with the same force and effect as they bind Customer to Kologik.

12.7 Entire Agreement. This Agreement, including the attachments hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous oral or written statements, proposals, communications, negotiations, agreements, advertising and marketing including correspondence, brochures and Internet websites.

12.8 Force Majeure. Neither Party shall be held liable for any damages or penalty for delay in the performance of its obligations hereunder when such delay is due to earthquake, flood, fire, hurricane, power failure, tornado, terror, riot, war, or other event or disaster beyond the Party's control, provided the Party uses reasonable efforts seeking to (a) mitigate the consequences and (b) promptly notify the other Party.

12.9 Notices. Any notice required or permitted under this Agreement shall be in writing, shall reference this Agreement and will be deemed given: (i) upon personal delivery to the appropriate address; (ii) three (3) business days after the date of mailing if sent by certified or registered mail; (iii) one (1) business day after the date of deposit with a commercial courier service offering next business day service with confirmation of delivery, or (iv) upon read receipt of delivery by electronic communications at orders@kologik.com. All communications shall be sent to the contact information set forth below or to such other contact information as may be designated by a Party by giving written notice to the other Party pursuant to this provision:

To Kologik:

Kologik LLC

301 Main Street, Suite 2200

Baton Rouge, LA 70801

Attn: Paul San Soucie

Email: orders@kologik.com

To Customer:

Address:

City, State, Zip

Main Contact Email:

12.10 Severability. If any provision of this Agreement is determined by a court or arbitrator of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement, and such provisions shall be interpreted so as to effectuate the intent and purpose of the Parties.

12.11 Waiver and Modification. Waiver of any breach or failure to enforce any term of this Agreement shall not be deemed a waiver of any breach or right to enforce which may thereafter occur. Any waiver of any provision of this Agreement shall be effective only if in writing and signed by both Parties.

12.12 Modifications. Any amendment, supplementation or other modification of any provision of this Agreement shall be effective only if in writing and signed by both Parties. It is the intent of the Parties that this Section 12.12 shall expressly apply to exclude any additional or conflicting terms in any purchase order or similar ordering document ("PO") issued by Customer, and requires instead a writing between the Parties that is separate and apart from any such PO to amend or add to this Agreement.

12.13 Relationship of Parties. This Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of legal association between the Parties and each Party is an independent contractor.

12.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed an original.

12.15 Non-Solicitation of Employees. Each Party agrees that during the term of this Agreement and for a period of two years after its expiration or termination, neither Party will solicit or encourage any employee or consultant to discontinue their employment or engagement with the other Party. This provision shall not apply to employment opportunities of either Party advertised to the general public (e.g., newspaper advertisement, internet advertisement or listing, etc.) to which an employee of either Party may respond.

12.16 Compliance with Laws. The Parties agree to fully comply with all laws and regulations in the performance of this Agreement, including all relevant export and import laws and regulations of the United States. Further, if applicable, Customer agrees to fully comply with 28 CFR Part 23.

12.17 Choice of Law; Dispute Resolution; Jurisdiction; Venue. This Agreement and all amendments, modifications, alterations, or supplements hereto, and the rights of the Parties hereunder shall be construed under, and be governed by, the substantive laws of the State of Louisiana, without regard to any conflict of law provisions. The provisions of the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. If there is a dispute between the Parties relating to this Agreement, the Parties shall first attempt to resolve the dispute by escalating the dispute within their respective organizations. Any litigation arising out of or relating to this Agreement shall take place nonexclusively in the appropriate state or federal court in the State of Louisiana.

12.18 Paragraph Headings. The paragraph titles used herein are for convenience of the Parties only and shall not be considered in construing the provisions of this Agreement.

12.19 Marketing. From time to time, Kologik lists and/or mentions its customers in its marketing and communications initiatives including social media. Customer agrees that Kologik may use Customer's name and logo free of charge for such purpose for the duration of the Term. In addition, Kologik may work with customer on a Press Release, Case Study or Testimonial subject to approval by the Customer before publication.

12.20 Order of Precedence; Governing Documents. If a purchase order or similar ordering document is issued by Customer for the Solution and/or Services hereunder, the Parties hereby agree that the terms and conditions of this Agreement shall govern and take precedence over any different or additional terms and conditions of such purchase order or similar document.

12.21 Authority to Bind. Each Party hereby represents and warrants that the Party signing below has full right, power and authority to enter into this Agreement and bind such Party accordingly.

KOLOGIK LLC

BY: _____

NAME: _____

TITLE: _____

DATE: _____

CUSTOMER

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Additional Contact Information

Primary Contact Name:

Primary Contact Job Title:

Primary Email:

Primary Contact Phone: (512) 715-5237

Agency Head Name:

Agency Head Job Title:

Agency Head Email:

Onboarding Contact Name:

Onboarding Contact Job Title:

Onboarding Contact Email:

Billing Contact Name:

Billing Contact Email:

Billing Contact Phone:

Kologik Contracts Rep. Name: Megan Lee

Kologik Contracts Rep. Phone: 214-281-4333

Kologik Contracts Rep. Email: mlee@kologik.com

SCHEDULE A PRODUCTS & PRICING SCHEDULE

10 / 10 / 2023

Customer Name and Address: Burnet County Constable Precinct 2 (TX)
1701 East Polk Ste 7, 220 South Pierce
Burnet, TX78611
Attn: Constable Adams

Initial Term: Commencing on the term date as defined in 11.1 of the Agreement and continuing for three (3) years thereafter.

Product/Services Selected: Kologik SaaS Solution

Proposal Number: 1

ORI Number:

Sworn Officers:

Data Migration/Integration From: N/A

Agency Physical Address:

QTY	Item Description	Unit Price	Total Price
Initial Set-up Fees (One-time)			
1	NIBRS Module for COPsync Texas (One-time) Not applicable to new customer agreements. Existing customers may upgrade at no charge with 3 year service extension at current rates.	\$2,500.00	\$2,500.00
			\$2,500.00
QTY	Item Description	Unit Price	Total Price
Kologik SaaS Solution Fees (Recurring)			
Item Description		Total Price	
TOTAL FEES: Three (3) Year Cost of Kologik SaaS Solution			
Set-Up Fees One-time		\$2,500.00	
SaaS Fees Recurring (Year 1)		\$0.00	
YEAR 1 FEES:			\$2,500.00
Year 2 Fees		\$0.00	
Year 3 Fees		\$0.00	

INVOICING AND PAYMENT TERMS

Invoicing. Unless otherwise agreed by the parties, Kologik will invoice Customer for the Year 1 Fees at or near the signing of this Agreement for the Year 1 Fees of \$2,500.00. Year 2 and Year 3 fees will be invoiced 30 days prior to the anniversary date of the Agreement. Additional fees will be invoiced upon completion of each.

Payment Terms. Payments are due no later than thirty (30) days following the date of Kologik invoice.

Additional Fees. Credit card payments are subject to a processing fee.

Additional license fees will apply if Customer desires to add more Sworn Officers or civilian workers. These additional fees will be invoiced on a prorated basis at the contracted rate for each license.

SCHEDULE B

Kologik SAAS SOLUTION Service Levels and Standard Customer Support Policy

Two (2) ways to contact Support:

Phone: 855-339-9417 or 469-680-1400

Email: support@kologik.com

Uptime Availability

Kologik will maintain 98% total availability of the software and Service to Company (for purposes of this support policy, "Company" shall refer to Kologik's Customer) measured on a monthly basis, excluding scheduled maintenance of four (4) hours per month or less ("Scheduled Maintenance"). Kologik will provide Company with a minimum of forty-eight (48) hour notice of any Scheduled Maintenance to those person(s) specified by Company in writing as the primary contact(s). Scheduled Maintenance will be performed outside of normal business hours, as defined Monday through Friday (except holidays) from 8AM CST to 8PM CST ("Normal Business Hours".) Emergency repairs will be performed as required and Kologik will promptly notify Company of such action.

Service Level Definitions

LEVEL 1 – Support provides the following services:

- Forgotten ID's and passwords
- Account expiration issues (ID and password changes)
- Day-to-day use of the Kologik Software
- Connectivity issues including LAN, wireless access from the patrol cars and Internet access
- Initial triage of the support request to determine the next level of support, if required
- Logging the call and tracking its progress through to resolution

LEVEL 2 – Support provides the following services which includes a more detailed understanding of the inner workings of the application:

- Additional contact with the customer to continue to triage the support request and resolve items such as:
- Data issues including integrity and accuracy
- Problems with maps including geo-location inaccuracies
- Problem with CAD or other related Crime data feeds
- Problems with included third-party components
- Server imbalance
- Performance issue
- Interface with Level 3 support team to help identify a resolution

LEVEL 3 – Support services provide code level changes to the application

- Identification and resolution of a software failure which requires a patch or fix
 - Provide assistance to level 2 support to identify problems and provide solutions that can be applied without code changes
-

Severities

Severity 1 High Priority Critical	Definition: System down or unavailable for use. To report a severity 1 problem or to submit a severity 1 service request, the customer must provide two contact names (primary and backup) and their phone numbers before the request is accepted as severity 1.
Initial Response Time	All severity 1 problem reports or service requests will be responded to within 2 hrs. This type of request is available for submission and response 24x7.
Resolution Time	As the resolution time depends on the type of problem or request, it cannot be determined in advance. Kologik support team will work 24 hrs a day, 7 days a week until the problem is resolved. During this period, the customer must be available to help with the problem determination and resolution. Once the problem is identified, Kologik will provide Licensee with a resolution time ("Resolution Commitment Date").

Severity 2 Medium Priority	Definition: Major functions down or not working as expected. Adversely affects and prevents the accomplishment of an operational or mission essential function. Typically, a workaround is not available.
Initial Response Time	All severity 2 problem reports or service requests can be submitted to the Support Center 24/7. However, responses to these requests will only be made between Monday through Friday, 8AM CST to 8PM CST. Requests will be responded to within 4 hrs during these business hours. Kologik will provide the status of the work request on a regular basis via telephone, email or other form of communication to the requester.
Resolution Time	As the resolution time is depended on the type of problem or request, it cannot be determined in advance. Kologik support team will work on the problem / request during normal office hours until the problem is resolved. During this period, the customer must be available to help with the problem determination and resolution. Once the problem is identified, Kologik will provide Licensee with a resolution time ("Resolution Commitment Date").

Severity 3 Low Priority	Definition: Minor function down or not working as expected / cosmetic issues. Adversely affects (but does not prevent) the accomplishment of an operational or mission essential function. Typically, a workaround is available. Severity 3 issues do not include aborts or loss of data.
Initial Response Time	All severity 3 problem reports or service requests can be submitted to the Support Center 24/7. However, responses to these requests will only be made between Monday through Friday, 8AM CST and 5PM CST.
Resolution Time	As the resolution time depends on the type of problem or request, it cannot be determined in advance. Kologik support team will work on the problem / request during normal office hours. During this period, the customer must be available to help with the problem determination and resolution.

Severity 4 Low Priority	Definition: Enhancement, feature/user request or training. May include password resets or training questions.
Initial Response Time	All severity 4 problem reports or service requests can be submitted to the Support Center 24/7. However, responses to these requests will only be made between Monday through Friday, 8AM CST and 5PM CST.
Resolution Time	Kologik support team will work on the problem / request during normal office hours with the assistance of the customer.

Remedy

If Kologik does not meet its system availability commitment of 98%, as set forth above, upon Company's timely request, which request shall be made no later than ninety (90) days following any such event, a credit will be applied based on the proportion of such deficiency (the amount less than 98%) to the total number of hours in a month. Company may apply the credit against the next applicable subsequent billing period or renewal term fees. Service credits will only apply to problems associated with Kologik and its network or data center. No credit will be given if it is determined the problem is at Company, the Internet, or otherwise out of Kologik's control.

Agenda Item Request Form

BURNET COUNTY COMMISSIONER'S COURT

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

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

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

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

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

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

Today's Date: 10/16/23

Requested by: Karin Smith

AGENDA ITEM(S):

Discussion/ action regarding KOLOGIK SOFTWARE AGREEMENT FOR CONSTABLE PRECINCT 1 FOR NIBRS MODULE SETUP

Meeting Date Requested: (required 10/24/2023

County Judge Oakley

Commissioner Pct. 1 Luther

Commissioner Pct. 2 Beierle

Commissioner Pct. 3 Wall

Commissioner Pct. 4 Dockery

KOLOGIK LLC
SOFTWARE-AS-A-SERVICE AGREEMENT

This Kologik LLC Software-as-a-Service (“SaaS”) Agreement (“Agreement”) is entered into by and between Kologik LLC, with its principal office located at 301 Main Street, Suite 2200, Baton Rouge, LA 70801 (“Kologik”), and the customer named below. The effective date of this Agreement is the date of full execution of this agreement (“Effective Date”).

Customer Name: Burnet County Constable Precinct 1 (TX) (“Customer”)
Address: 1701 East Polk Ste 30, Burnet County North Annex
Burnet, TX 78611

RECITALS

WHEREAS, Kologik is the owner of certain computer software programs, including its Kologik software application (“Software”), and also provides configuration, training, and other services related to the Software purchased by Customer hereunder (“Services”);

WHEREAS, the Software enables law enforcement agencies to document, record, manage and exchange information necessary for daily law enforcement activities;

WHEREAS, Kologik provides to customers, access to the Software by way of its centrally web-hosted platform on a subscription basis as a Software-as-a-Service (SaaS) offering, as an alternative to self-hosting or obtaining a perpetual license with managed hosting services;

WHEREAS, the Software can be configured to provide for data from various information feed sources to meet the Customer’s needs;

WHEREAS, Customer now desires Kologik to provide, and Kologik desires to provide, Customer with access to the Software by way of Kologik’s SaaS offering; and

WHEREAS, Kologik and Customer may sometimes be referred to herein each as “Party” or together as “Parties.”

NOW, THEREFORE, based on the foregoing premises and the promises set forth below, the Parties agree as follows:

AGREEMENT

1. Grant of License.

1.1 License Grant. During the Term, and subject to the terms and conditions of this Agreement, Kologik hereby grants to Customer a limited, non-exclusive, non-transferable, non-assignable, license, on a subscription basis only, without the right to grant sublicenses, to access and use the Software via Kologik’s web-based platform, over the Internet, as a SaaS solution, solely to support Customer’s normal course of business, as configured by Kologik in accordance with Sections 2 and 3 below (“Solution”). The license is limited for use by Sworn Officers to the number set forth at Schedule A. Additional license fees will apply if Customer desires to add more Sworn Officers or civilian workers. Civilian workers that are directly employed by Customer may be eligible for licenses and utilize the Solution. However, Customer shall not provide any third party access to the Software or Solution without Kologik’s prior written consent. The license granted in this Section 1 shall also include modifications to the Solution or Software that Kologik may make available to the Services that Customer procures from Kologik.

1.2 Restrictions on Use. Customer shall not, and shall not permit others to, without Kologik's prior written consent: (i) exceed the number of permitted licenses set forth on Schedule A; (ii) license, sublicense, sell, resell, distribute, rent, lease, assign or transfer the Software or Solution to any third party; (iii) modify, customize, reverse engineer, adapt, reverse assemble, reverse compile or create derivative works of the Software or Solution or any part thereof; or (iv) use the Software to harass, abuse, threaten, infringe intellectual property, or otherwise cause harm to Kologik or any third parties.

2. Initial Set Up and Configuration Services. Upon execution of this Agreement, the Parties will work together to define Customer's needs for configuring the SaaS Solution within the parameters of standard features in the systems purchased. Kologik's standard initial implementation, set-up and training fees are set forth in Schedule A. Customer's timely response to discovery and data requests are paramount to timely implementation (Section 8.3 herein).

3. Professional Services and Statements of Work. If additional Services are requested of Kologik beyond the scope of the initial standard set up and configuration services set forth in Section 2 above, the Parties will enter into a mutually agreed upon Statement of Work ("SOW") identifying the Services and tasks to be performed by Kologik, and set forth an estimate of the hours and corresponding fees for such Services. Unless otherwise set forth in the SOW, all Services will be provided by Kologik on a "time and material" basis at the rates identified in the SOW.

4. Customer Support. During the Term, Kologik will provide Customer with the ability to report technical issues 24 x 7 for the Software/Solution. Response times to resolve issues are set forth at Kologik's Customer Support Policy, attached hereto as Schedule B. Kologik support includes troubleshooting, basic usability and navigation assistance. If applicable, Customer agrees to provide Kologik access to production systems for purposes of customer support.

5. Service Level Agreement. Kologik will provide the Services in accordance with the Service Level Agreement attached hereto as Schedule B.

6. Fees and Payment Terms.

6.1 Payment Terms. Fees and payment terms for the Initial Term of the Agreement are set forth in Schedule A, and will be paid to Kologik by Customer. Fees for Services for any renewal term ("Renewal Term") will be invoiced by Kologik to Customer prior to the expiration of the Initial Term or any Renewal Term. If Customer chooses to not renew the Services, it will provide Kologik with written notice of such decision at least sixty (60) days (**Initials ____**) prior to the expiration of the Initial Term or any Renewal Term. Customer shall pay to Kologik all Fees due hereunder, as set forth in Schedule A or otherwise in writing by a SOW, purchase order, or other similar document, within thirty (30) days after receipt of Kologik invoice. Unless otherwise instructed by Customer in writing, Kologik shall send all invoices electronically to the email address specified at the introduction paragraph of this Agreement.

6.2 Expenses. Customer shall reimburse Kologik for previously-approved reasonable travel expenses incurred beyond the normal scope included in Schedule A. Such expenses are not included in any estimate in a SOW unless expressly itemized.

6.3 Cancellation or Rescheduling of Meetings or Travel by Customer. If meetings are rescheduled or cancelled by Customer after Kologik travel expenses have been incurred, Customer is responsible for penalties or other costs associated with changing or cancelling airline tickets. If services engagements are rescheduled or cancelled by Customer with less than twenty-four (24) hours' notice to Kologik, Customer is responsible for payment of eight (8) employee hours at current rates plus any incurred travel expenses.

6.4 Interest. Kologik may charge a service fee on late payments of the lesser of 1.5% per month or the highest rate allowable under law.

6.5 Taxes. Customer hereby asserts that it is exempt from the payment of taxes that might be applicable to the Services procured hereunder.

6.6 Alternate Payment Methods. Payments may be made by electronic means upon request to AR@kologik.com. Credit card processing or wire transfer fees will be the responsibility of the customer.

7. **Ownership.**

7.1 **Solution.** Customer acknowledges and agrees that it is acquiring only the right to access and use the SaaS Services, Solution and underlying Software licensed under this Agreement. Kologik, or its licensors as the case may be, is the owner of all right, title, and interest in and to the Software and Solution and all components and copies thereof, all modifications thereto (including derivative works based on the Solution or underlying Software application), and changes to the Solution made by Kologik pursuant to this Agreement, and all of the intellectual property rights in and to all of the foregoing. In no event shall title to all or any part of the Solution or underlying Software applications pass to Customer. Customer agrees that, as between the Parties, the Solution, all underlying Software applications, and all copies (in whole or part) shall remain the exclusive property of Kologik, or its licensors as the case may be, and may not be copied or used except as expressly authorized by this Agreement. Any rights not expressly granted to Customer under this Agreement are retained by Kologik.

7.2 **Documentation and Training Materials.** All Kologik documentation and training materials provided by Kologik hereunder, and all modifications thereto and intellectual property rights therein, shall be the sole and exclusive property of Kologik. Customer may make copies of such documentation and training materials for its reasonable and ordinary internal training purposes only. All proprietary rights notices contained on the Kologik documentation and training materials shall be reproduced on any copies. Subject to applicable open records laws, no copies of Kologik documentation or training materials shall be provided to any third party or competitor of Kologik.

7.3 **Customer Data.**

(a) Customer hereby represents and warrants to Kologik that it is the owner or licensee of all data and content entered into the Solution/Services ("Customer Data"). Customer acknowledges and agrees that it is solely responsible and liable for the Customer Data and its use of the Customer Data, including any data obtained or entered into the Solution by a third party. Customer further acknowledges and agrees that Kologik is merely a provider of the SaaS Services and the Solution on which the Customer Data resides, is not an authoritative source of the Customer Data, and is in no way responsible or liable to Customer or any third party for the Customer Data. Therefore, Customer will use due diligence to validate the Customer Data that resides in the Solution prior to taking action on such data. Customer shall ensure compliance with all applicable laws and regulations, including 28 CFR Part 23 and the Criminal Justice Information Services ("CJIS") requirements with respect to the Customer Data, and acknowledges and agrees that Kologik shall have no responsibility or liability with respect to Customer or the Customer Data being compliant with such regulations. Customer further represents and warrants to Kologik that the Customer Data, or Customer's use of the Customer Data in the Software/Solution, does not violate or constitute the infringement of any patent, copyright, trademark, trade secret, right of privacy, right of publicity, moral rights, or other intellectual property right recognized by any applicable jurisdiction of any person or entity, violate the civil rights of any individual, or otherwise constitute the breach of any agreement with any other person or entity. Customer further represents and warrants that the Customer Data does not contain any illegal, threatening, harassing, libelous, false, defamatory, offensive, or other material that would violate applicable law or regulation.

(b) Customer hereby authorizes Kologik to access and use the Customer Data for the sole purpose of providing the Solution and Services hereunder. Kologik will not share the Customer Data with any third parties, subject to Section 12.2 herein, or modify any of the Customer Data without Customer's express written consent. Access to the Customer Data by Kologik's authorized representatives shall be conducted in a safe, secure, and reliable manner.

8. **Limited Warranty; Customer Obligations.**

8.1. **Software/Solution Warranties.**

(a) Kologik hereby represents and warrants to Customer (i) that the Solution provided under this Agreement will conform in all material respects as described in Kologik's published documentation ("Documentation") and to Customer specifications that Kologik has agreed to in writing and incorporated into this Agreement ("Specifications"); (ii) that Kologik has the legal right to enter into and perform its obligations under this Agreement; and (iii) that, at the time of Customer access, to the best of Kologik's knowledge, the Solution provided under this Agreement does not violate or in any way infringe upon the intellectual property rights of any third party. For purposes of this Agreement, "knowledge" of a business entity shall mean the actual knowledge of its executive officers and key managers. Customer must promptly report any defects in the Solution to Kologik in writing in order to receive the warranty remedy set forth in this Section 8.1(a).

(b) Customer's sole remedy, and Kologik's sole obligation, under this Software/Solution warranty shall be, at Kologik's discretion, to provide a work around or correction for, or replace, any defective or nonconforming Solution so as to enable the Solution to materially conform to the Documentation and Specifications or otherwise as warranted above. All issues will be worked in accordance with support timelines set forth in Schedule B. If Kologik does not provide a work around or correction for, or replace, the Solution so that it materially conforms to the Documentation and Specifications within the resolution time provided by Kologik to Customer, then Kologik will, upon Customer's written request for cancellation of the order, terminate the license and refund the license fee that was paid by Customer to Kologik for the order.

(c) Kologik shall have no obligation under this warranty if the Solution has been used other than in accordance with this Agreement or the Documentation and Specifications.

(d) THE REMEDIES SET FORTH IN THIS SECTION 8.1 ARE THE SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF THE WARRANTIES GIVEN BY KOLOGIK UNDER THIS SECTION 8.1. KOLOGIK AND ITS SUPPLIERS MAKE NO WARRANTIES OR CONDITIONS TO ANY PERSON OR ENTITY WITH RESPECT TO THE SOFTWARE OR SOLUTION (OTHER THAN THOSE SET FORTH IN THIS SECTION 8.1) OR ANY DERIVATIVES THEREOF AND DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFORMATIONAL CONTENT, SYSTEM INTEGRATION, OR ENJOYMENT.

8.2 Services Warranties.

(a) Kologik warrants to Customer that any professional services for a particular SOW will be performed in a manner consistent with generally accepted industry practices. Customer must report any deficiencies in the Services to Kologik in writing within ninety (90) days of completion of the Services for that particular SOW or order in order to receive the warranty remedy set forth in this Section 8.2.

(b) If the Services are not performed in a manner consistent with generally accepted industry practices, then Kologik's sole obligation under this service warranty shall be to re-perform the defective services at no cost to Customer. For any breach of the services warranty set forth in this Section 8.2, Customer's sole remedy, and Kologik's sole liability, shall be the re-performance of the Services at no cost to Customer, and if Kologik fails to re-perform the Services as warranted within the resolution time mutually agreed upon by Kologik and Customer, Customer shall be entitled to a refund of the fees paid by Customer to Kologik for the deficient services and to immediately terminate the particular statement of work without liability.

(c) KOLOGIK AND ITS SUBCONTRACTORS MAKE NO WARRANTIES OR CONDITIONS TO ANY PERSON OR ENTITY WITH RESPECT TO THE SERVICES (OTHER THAN THOSE SET FORTH IN THIS SECTION 8.2) AND DISCLAIM ALL IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OR CONDITIONS OF WORKMANSHIP, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

8.3 Customer's Actions.

(a) In the event that Customer is required to provide any information or take any actions to facilitate the access and use of the Services and/or Solution, Customer will use good faith efforts to provide Kologik with the required information or take the required actions in a timely manner.

(b) Any hardware purchased to access or utilize Kologik's solutions or any third party integrated services are the responsibility of the customer.

9. LIMITATION OF LIABILITY. TO THE EXTENT ALLOWED BY APPLICABLE LAW, EXCEPT FOR THE LIMITED WARRANTIES SET FORTH ABOVE, THE SAAS SERVICES, SOFTWARE AND SOLUTION ARE PROVIDED BY KOLOGIK TO CUSTOMER ON AN "AS IS" BASIS. UNLESS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, KOLOGIK DOES NOT WARRANT THAT THE SOFTWARE OR SOLUTION WILL BE UNINTERRUPTED OR ERROR FREE, OR MAKE ANY WARRANTY AS TO THE RESULTS OBTAINED FROM THE USE OF THE SOFTWARE OR SOLUTION. IN NO EVENT SHALL KOLOGIK OR ITS LICENSORS, AFFILIATES, CONTRACTORS, MANAGERS, MEMBERS OR THEIR RESPECTIVE EMPLOYEES OR AGENTS BE LIABLE FOR LOSS OR INACCURACY OF DATA OR SYSTEM USE, DOWNTIME, GOODWILL, PROFITS OR OTHER BUSINESS LOSS, OR ANY OTHER INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES IN CONNECTION WITH CUSTOMER'S USE OF THE SAAS SERVICES, SOFTWARE OR SOLUTION, KOLOGIK'S PROVISION OF ANY PROFESSIONAL SERVICES, OR THIS AGREEMENT, UNDER CONTRACT, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY. THIS LIMITATION SHALL APPLY EVEN IF KOLOGIK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EACH PARTY ACKNOWLEDGES THAT THIS LIMITATION OF LIABILITY REFLECTS AN INFORMED, VOLUNTARY ALLOCATION BETWEEN THE PARTIES OF THE RISKS (KNOWN AND UNKNOWN) THAT MAY EXIST IN CONNECTION WITH THIS AGREEMENT, AND THAT THIS LIMITATION WILL APPLY REGARDLESS OF THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. EXCEPT FOR THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF KOLOGIK, IN NO EVENT SHALL THE TOTAL LIABILITY OF KOLOGIK AND ITS AFFILIATES, INCLUDING BUT NOT LIMITED TO DAMAGES OR LIABILITY ARISING OUT OF CONTRACT, TORT, BREACH OF WARRANTY, INFRINGEMENT OR OTHERWISE, EXCEED THE FEES PAID FOR THE SOFTWARE, SOLUTION OR SERVICES, ON A PER-ORDER BASIS, WHICH ARE THE DIRECT CAUSE OF THE DAMAGES OR LIABILITY CLAIMED. IN NO EVENT SHALL KOLOGIK HAVE ANY LIABILITY FOR CUSTOMER'S MISUSE OR FAILURE TO USE THE SOLUTION.

10. Indemnification

10.1 General Indemnification. To the extent authorized by applicable law, each Party (the "Indemnifying Party") shall indemnify and hold harmless the other against any and all third party claims of personal injury or property damage to the extent such damages are caused by such Party's gross negligence or willful misconduct. Customer will cooperate and assist Kologik in defending any third party claim resulting in any way from Customer's actions or Customer Data. The Indemnifying Party shall pay any and all damages awarded against or otherwise incurred by the other Party in connection with or arising from any such claim, suit, action, or proceeding. A Party shall be entitled to indemnification only if (a) within 15 days of its discovery of a potential claim it notifies the other in writing of such claim in sufficient detail to enable the Indemnifying Party to evaluate the claim; (b) the Party cooperates in all reasonable respects with the investigation, trial and defense of such claim and any appeal arising therefrom; and (c) it works with the Indemnifying Party in good faith and agrees to give the Indemnifying Party reasonable input into the resolution or settlement of any claim.

10.2 Infringement. Kologik will defend, indemnify and hold harmless Customer against any and all third party claims that the Software or Solution infringes any registered U.S. copyrights of such third party that are issued as of the delivery date of the Solution to Customer. Kologik shall pay any and all costs, damages, and expenses, including, without limitation, reasonable attorneys' fees and costs awarded against or otherwise incurred by Customer in connection with or arising from any such claim, suit, action, or proceeding. Customer shall be entitled to indemnification only if (a) within 15 days of its discovery of a potential claim it notifies Kologik in writing of such claim in sufficient detail to enable Kologik to evaluate the claim, and (b) Customer cooperates in all reasonable respects, at Kologik's cost and expense, with the investigation, trial and defense of such claim and any appeal arising therefrom. Should the Solution become, or in Kologik's opinion be likely to become, the subject of such a claim of misappropriation or infringement, Kologik at its sole option, shall either: (a) procure for Customer the right to continue using the Solution, (b) replace such Solution with functionally-equivalent software, or modify such Solution to make it non-infringing, or (c) if neither option (a) nor (b) is reasonably available, terminate this Agreement and refund any pre-paid fees to Customer, pro-rated for the balance remaining in the then-current subscription term. Kologik shall have no liability with respect to infringement of any proprietary right, except as set forth in this Section 10.2.

11. Term and Termination.

11.1 Term. This term of this Agreement shall commence as of the actual implementation of the software contracted for herein or sixty (60) days from the Effective Date of this agreement, whichever comes first, and continue in full force and effect for the three (3) year Initial Term set forth in Schedule A, and automatically renew annually thereafter at then current rates, each a Renewal Term, unless otherwise terminated in accordance with Section 11.2 below. **(Initials_____)**

11.2 Termination. This Agreement may be terminated as follows:

11.2.1 Termination for Convenience. If either Party desires to discontinue any Services under this Agreement beyond the Initial Term, the Party may do so by providing written notice of non-renewal of the particular Services at least sixty (60) days **(Initials_____)** prior to the end of the Initial Term or any Renewal Term. There is no termination for convenience during the Initial Term set forth at Schedule A or any Renewal Term.

11.2.2 Termination for Cause.

(a) Either Party may terminate this Agreement if the other Party breaches any of the material terms and fails to cure such breach within 30 days after receipt of written notice of such breach, or, if the breach cannot be reasonably cured within said period, to promptly commence to cure and diligently proceed until cured.

(b) Either Party may terminate this agreement if the other Party (i) becomes insolvent, (ii) makes an assignment for the benefit of creditors, (iii) files or has filed against it a petition in bankruptcy or seeking reorganizations, (iv) has a receiver appointed, or (v) institutes any proceedings for the liquidation or winding up; provided, however, that, in the case any of the foregoing is involuntary, such Party shall only be in breach if such petition or proceeding has not been dismissed within 90 days.

(c) If the breaching Party cures any such breach as provided herein, this Agreement shall continue unabated and the breaching party shall not be liable to the other for any loss, damage, or expense arising out of or from, resulting from, related to, in connection with or as a consequence of any said breach.

11.3 Effect of Termination. Upon termination or expiration of this Agreement, Kologik shall have the right to terminate Customer's access to the SaaS Services and Solution and discontinue Services to Customer. After 90 days, Kologik reserves the right to delete Customer's data.

11.4 Data Release. The data stored by Kologik on the behalf of the customers, is the property of the customer. If requested by Customer prior to the termination or expiration of this Agreement, Kologik will assist Customer with the release or copying of any Customer Data contained within the Solution, subject to Customer signing a data release agreement. If Customer fails to sign a data release agreement or terminates agreement, Kologik shall have the right to remove, delete, or destroy the Customer Data from the Solution. Each Kologik application stores data separately and at times may have a different format for delivery. Kologik reserves the right to amend the format of the digital copy, in order to support the growth and enhancement of its products. The current format of the digital copy for each product is described below.

(a) COPSsync – COPSsync data for items such as but not limited to criminal incidents, criminal arrests, traffic citation, and crash reports is stored in a Microsoft SQL database. File attachments uploaded to COPSsync, are stored in the same SQL database. Kologik will provide a digital copy of the customer's data in the form of a SQL database backup, which the customer's includes file attachments. The SQL database can be restored into another SQL database and the information can be queried or extracted by third-parties such as a customer IT department or another vendor. Microsoft provides a free SQL database called SQL Server Express that can be downloaded and installed.

(b) Web CAD – All Web CAD data for items such as but not limited to calls for service is stored in an Oracle database. File attachments that are uploaded to Web CAD are stored on a file system in Microsoft Government Azure. Kologik will provide a digital copy of the customer's data in the form of an Oracle database backup for all data except file attachments. The file attachments will be provided separately along with the database. The Oracle database backup can be restored into another Oracle database and the information can be queried or extracted by third-parties such as a customer IT department or another vendor. Oracle provides a free Oracle database called Oracle Database Express Edition that can be downloaded and installed.

(c) Web RMS – All Web RMS data for items such as but not limited to incidents, arrests, and property and evidence is stored in an Oracle database. File attachments that are uploaded to Web RMS are stored on a file system in Microsoft Government Azure. Kologik will provide a digital copy of the customer's data in the form of an Oracle database backup for all data except file attachments. The file attachments will be provided separately along with the database. The Oracle database backup can be restored into another Oracle database and the information can be queried or extracted by third-parties such as a customer IT department or another vendor. Oracle provides a free Oracle database called Oracle Database Express Edition that can be downloaded and installed.

(d) Web JMS – All Web JMS data for items such as but not limited to booking, release and inmate history is stored in an Oracle database. File attachments that are uploaded to Web JMS are stored on a file system in Microsoft Government Azure. Kologik will provide a digital copy of the customer's data in the form of an Oracle database backup for all data except file attachments. The file attachments will be provided separately along with the database. The Oracle database backup can be restored into another Oracle database and the information can be queried or extracted by third-parties such as a customer IT department or another vendor. Oracle provides a free Oracle database called Oracle Database Express Edition that can be downloaded and installed.

11.5 Survival. The provisions of Sections 6, 7, 8, 9, 10, 11 and 12 shall survive the termination of this Agreement.

12. **General Provisions.**

12.1 Binding Agreement. This Agreement is binding on the heirs, executors, administrators, successors and permitted assigns of the Parties.

12.2 Confidentiality. During the term of this Agreement and at all times thereafter, each Party shall, and shall ensure that its respective directors, officers, employees, contractors and agents hold any and all Confidential Information disclosed by the other Party pursuant to this Agreement in the strictest confidence and in accordance with state and federal law. "*Confidential Information*" shall include without limitation all information and records whether oral or written or disclosed prior to or subsequent to the execution of this Agreement which has been marked "Confidential" or should reasonably be considered confidential, such as patents, utilization review, quality assessment, finances, volume of business, methods of operation, trade secrets, contracts, and prices, and price-related information. Each Party shall destroy any Confidential Information received from the other following the Event for which the Solution has been designed. Each Party agrees that disclosure of the other's Confidential Information other than in accordance with this Agreement shall cause irreparable injury to the other, and that the other Party shall be entitled to injunctive relief to prevent one another's breach of this Section. Nothing in this Section shall restrict either Party with respect to information or data: (i) that such Party rightfully possessed before it received the information from the other, as evidenced by written documentation of such possession; (ii) that subsequently becomes publicly available through no fault of such Party; (iii) that is subsequently furnished rightfully to such Party by a third party (excluding affiliates of the other) not known to be under restrictions on use or disclosure; (iv) that is required to be disclosed by applicable law (solely to the extent of such requirement), provided that the disclosing Party will exercise reasonable efforts to notify the other prior to disclosure; or (v) that is independently developed by such Party without any confidential information of the other.

12.3 Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement is not assignable by either Party without the prior written consent of the other. Notwithstanding the foregoing, upon reasonable notice, either party may assign all or any part of its rights and obligations under this Agreement without consent to (a) any entity resulting from any merger, consolidation or other reorganization of the assigning party, (b) any operating entity controlling the assigning party, or owned or controlled, directly or indirectly, by the assigning party, (c) any affiliate of the assigning party, or (d) any purchaser of all or substantially all of the assets of the assigning party.

12.4 No Waiver. If either Party waives any breach by the other, it shall not be construed as a waiver of any subsequent breach. Each Party's rights hereunder shall be cumulative, and any rights hereunder may be exercised concurrently or consecutively and shall include all remedies available even though not expressly referred to herein.

12.5 Electronic Media. A copy of this Agreement and the signatures affixed hereto transmitted and delivered by facsimile or electronic mail shall be deemed to be originals for all purposes. In addition, either Party may scan or otherwise convert this Agreement into an electronic and/or digital media file, and a copy of this Agreement or the electronic data file produced from any such electronic or digital media format may serve and be given the same legal force and effect as the original.

12.6 Right to Subcontract. Kologik may subcontract for the provision of certain portions of the Solution under this Agreement. Customer acknowledges and agrees that the provisions of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by Kologik to provide any service set forth herein to Customer, and bind Customer to said subcontractor(s) with the same force and effect as they bind Customer to Kologik.

12.7 Entire Agreement. This Agreement, including the attachments hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous oral or written statements, proposals, communications, negotiations, agreements, advertising and marketing including correspondence, brochures and Internet websites.

12.8 Force Majeure. Neither Party shall be held liable for any damages or penalty for delay in the performance of its obligations hereunder when such delay is due to earthquake, flood, fire, hurricane, power failure, tornado, terror, riot, war, or other event or disaster beyond the Party's control, provided the Party uses reasonable efforts seeking to (a) mitigate the consequences and (b) promptly notify the other Party.

12.9 Notices. Any notice required or permitted under this Agreement shall be in writing, shall reference this Agreement and will be deemed given: (i) upon personal delivery to the appropriate address; (ii) three (3) business days after the date of mailing if sent by certified or registered mail; (iii) one (1) business day after the date of deposit with a commercial courier service offering next business day service with confirmation of delivery, or (iv) upon read receipt of delivery by electronic communications at orders@kologik.com. All communications shall be sent to the contact information set forth below or to such other contact information as may be designated by a Party by giving written notice to the other Party pursuant to this provision:

To Kologik:

Kologik LLC

301 Main Street, Suite 2200

Baton Rouge, LA 70801

Attn: Paul San Soucie

Email: orders@kologik.com

To Customer:	Burnet County Constable Pct 1
Address:	220 S. Pierce
City, State, Zip	Burnet, Texas 78611
Main Contact Email:	Lray@burnetcountytexas.org

12.10 Severability. If any provision of this Agreement is determined by a court or arbitrator of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement, and such provisions shall be interpreted so as to effectuate the intent and purpose of the Parties.

12.11 Waiver and Modification. Waiver of any breach or failure to enforce any term of this Agreement shall not be deemed a waiver of any breach or right to enforce which may thereafter occur. Any waiver of any provision of this Agreement shall be effective only if in writing and signed by both Parties.

12.12 Modifications. Any amendment, supplementation or other modification of any provision of this Agreement shall be effective only if in writing and signed by both Parties. It is the intent of the Parties that this Section 12.12 shall expressly apply to exclude any additional or conflicting terms in any purchase order or similar ordering document ("PO") issued by Customer, and requires instead a writing between the Parties that is separate and apart from any such PO to amend or add to this Agreement.

12.13 Relationship of Parties. This Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of legal association between the Parties and each Party is an independent contractor.

12.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed an original.

12.15 Non-Solicitation of Employees. Each Party agrees that during the term of this Agreement and for a period of two years after its expiration or termination, neither Party will solicit or encourage any employee or consultant to discontinue their employment or engagement with the other Party. This provision shall not apply to employment opportunities of either Party advertised to the general public (e.g., newspaper advertisement, internet advertisement or listing, etc.) to which an employee of either Party may respond.

12.16 Compliance with Laws. The Parties agree to fully comply with all laws and regulations in the performance of this Agreement, including all relevant export and import laws and regulations of the United States. Further, if applicable, Customer agrees to fully comply with 28 CFR Part 23.

12.17 Choice of Law; Dispute Resolution; Jurisdiction; Venue. This Agreement and all amendments, modifications, alterations, or supplements hereto, and the rights of the Parties hereunder shall be construed under, and be governed by, the substantive laws of the State of Louisiana, without regard to any conflict of law provisions. The provisions of the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. If there is a dispute between the Parties relating to this Agreement, the Parties shall first attempt to resolve the dispute by escalating the dispute within their respective organizations. Any litigation arising out of or relating to this Agreement shall take place nonexclusively in the appropriate state or federal court in the State of Louisiana.

12.18 Paragraph Headings. The paragraph titles used herein are for convenience of the Parties only and shall not be considered in construing the provisions of this Agreement.

12.19 Marketing. From time to time, Kologik lists and/or mentions its customers in its marketing and communications initiatives including social media. Customer agrees that Kologik may use Customer's name and logo free of charge for such purpose for the duration of the Term. In addition, Kologik may work with customer on a Press Release, Case Study or Testimonial subject to approval by the Customer before publication.

12.20 Order of Precedence; Governing Documents. If a purchase order or similar ordering document is issued by Customer for the Solution and/or Services hereunder, the Parties hereby agree that the terms and conditions of this Agreement shall govern and take precedence over any different or additional terms and conditions of such purchase order or similar document.

12.21 Authority to Bind. Each Party hereby represents and warrants that the Party signing below has full right, power and authority to enter into this Agreement and bind such Party accordingly.

KOLOGIK LLC

BY: _____
NAME: _____
TITLE: _____
DATE: _____

CUSTOMER

BY: _____
NAME: James D. Kelly
TITLE: Co. President
DATE: 11/14/23

Additional Contact Information

Primary Contact Name:

Primary Contact Job Title:

Primary Email:

Primary Contact Phone:

Agency Head Name:

Agency Head Job Title:

Agency Head Email:

Onboarding Contact Name:

Onboarding Contact Job Title:

Onboarding Contact Email:

Billing Contact Name:

Billing Contact Email:

Billing Contact Phone:

Kologik Contracts Rep. Name: Megan Lee

Kologik Contracts Rep. Phone: 214-281-4333

Kologik Contracts Rep. Email: mlee@kologik.com

SCHEDULE A PRODUCTS & PRICING SCHEDULE

10 / 12 / 2023

Customer Name and Address: Burnet County Constable Precinct 1 (TX)
1701 East Polk Ste 30, Burnet County North Annex
Burnet, TX78611
Attn: Constable Ray

Initial Term: Commencing on the term date as defined in 11.1 of the Agreement and continuing for three (3) years thereafter.

Product/Services Selected: Kologik SaaS Solution

Proposal Number: 1

ORI Number:

Sworn Officers:

Data Migration/Integration From: N/A

Agency Physical Address:

QTY	Item Description	Unit Price	Total Price
Initial Set-up Fees (One-time)			
1	NIBRS Module for COPsync Texas (One-time) Not applicable to new customer agreements. Existing customers may upgrade at no charge with 3 year service extension at current rates.	\$2,500.00	\$2,500.00
			\$2,500.00
QTY	Item Description	Unit Price	Total Price
Kologik SaaS Solution Fees (Recurring)			
Item Description		Total Price	
TOTAL FEES: Three (3) Year Cost of Kologik SaaS Solution			
Set-Up Fees One-time		\$2,500.00	
SaaS Fees Recurring (Year 1)		\$0.00	
YEAR 1 FEES:			\$2,500.00
Year 2 Fees		\$0.00	
Year 3 Fees		\$0.00	

INVOICING AND PAYMENT TERMS

Invoicing. Unless otherwise agreed by the parties, Kologik will invoice Customer for the Year 1 Fees at or near the signing of this Agreement for the Year 1 Fees of \$2,500.00. Year 2 and Year 3 fees will be invoiced 30 days prior to the anniversary date of the Agreement. Additional fees will be invoiced upon completion of each.

Payment Terms. Payments are due no later than thirty (30) days following the date of Kologik invoice.

Additional Fees. Credit card payments are subject to a processing fee.

Additional license fees will apply if Customer desires to add more Sworn Officers or civilian workers. These additional fees will be invoiced on a prorated basis at the contracted rate for each license.

SCHEDULE B

Kologik SAAS SOLUTION Service Levels and Standard Customer Support Policy

Two (2) ways to contact Support:

Phone: 855-339-9417 or 469-680-1400

Email: support@kologik.com

Uptime Availability

Kologik will maintain 98% total availability of the software and Service to Company (for purposes of this support policy, "Company" shall refer to Kologik's Customer) measured on a monthly basis, excluding scheduled maintenance of four (4) hours per month or less ("Scheduled Maintenance"). Kologik will provide Company with a minimum of forty-eight (48) hour notice of any Scheduled Maintenance to those person(s) specified by Company in writing as the primary contact(s). Scheduled Maintenance will be performed outside of normal business hours, as defined Monday through Friday (except holidays) from 8AM CST to 8PM CST ("Normal Business Hours".) Emergency repairs will be performed as required and Kologik will promptly notify Company of such action.

Service Level Definitions

LEVEL 1 – Support provides the following services:

- Forgotten ID's and passwords
- Account expiration issues (ID and password changes)
- Day-to-day use of the Kologik Software
- Connectivity issues including LAN, wireless access from the patrol cars and Internet access
- Initial triage of the support request to determine the next level of support, if required
- Logging the call and tracking its progress through to resolution

LEVEL 2 – Support provides the following services which includes a more detailed understanding of the inner workings of the application:

- Additional contact with the customer to continue to triage the support request and resolve items such as:
- Data issues including integrity and accuracy
- Problems with maps including geo-location inaccuracies
- Problem with CAD or other related Crime data feeds
- Problems with included third-party components
- Server imbalance
- Performance issue
- Interface with Level 3 support team to help identify a resolution

LEVEL 3 – Support services provide code level changes to the application

- Identification and resolution of a software failure which requires a patch or fix
 - Provide assistance to level 2 support to identify problems and provide solutions that can be applied without code changes
-

Severities

Severity 1 High Priority Critical	Definition: System down or unavailable for use. To report a severity 1 problem or to submit a severity 1 service request, the customer must provide two contact names (primary and backup) and their phone numbers before the request is accepted as severity 1.
Initial Response Time	All severity 1 problem reports or service requests will be responded to within 2 hrs. This type of request is available for submission and response 24x7.
Resolution Time	As the resolution time depends on the type of problem or request, it cannot be determined in advance. Kologik support team will work 24 hrs a day, 7 days a week until the problem is resolved. During this period, the customer must be available to help with the problem determination and resolution. Once the problem is identified, Kologik will provide Licensee with a resolution time ("Resolution Commitment Date").

Severity 2 Medium Priority	Definition: Major functions down or not working as expected. Adversely affects and prevents the accomplishment of an operational or mission essential function. Typically, a workaround is not available.
Initial Response Time	All severity 2 problem reports or service requests can be submitted to the Support Center 24/7. However, responses to these requests will only be made between Monday through Friday, 8AM CST to 8PM CST. Requests will be responded to within 4 hrs during these business hours. Kologik will provide the status of the work request on a regular basis via telephone, email or other form of communication to the requester.
Resolution Time	As the resolution time is depended on the type of problem or request, it cannot be determined in advance. Kologik support team will work on the problem / request during normal office hours until the problem is resolved. During this period, the customer must be available to help with the problem determination and resolution. Once the problem is identified, Kologik will provide Licensee with a resolution time ("Resolution Commitment Date").

Severity 3 Low Priority	Definition: Minor function down or not working as expected / cosmetic issues. Adversely affects (but does not prevent) the accomplishment of an operational or mission essential function. Typically, a workaround is available. Severity 3 issues do not include aborts or loss of data.
Initial Response Time	All severity 3 problem reports or service requests can be submitted to the Support Center 24/7. However, responses to these requests will only be made between Monday through Friday, 8AM CST and 5PM CST.
Resolution Time	As the resolution time depends on the type of problem or request, it cannot be determined in advance. Kologik support team will work on the problem / request during normal office hours. During this period, the customer must be available to help with the problem determination and resolution.

Severity 4 Low Priority	Definition: Enhancement, feature/user request or training. May include password resets or training questions.
Initial Response Time	All severity 4 problem reports or service requests can be submitted to the Support Center 24/7. However, responses to these requests will only be made between Monday through Friday, 8AM CST and 5PM CST.
Resolution Time	Kologik support team will work on the problem / request during normal office hours with the assistance of the customer.

Remedy

If Kologik does not meet its system availability commitment of 98%, as set forth above, upon Company's timely request, which request shall be made no later than ninety (90) days following any such event, a credit will be applied based on the proportion of such deficiency (the amount less than 98%) to the total number of hours in a month. Company may apply the credit against the next applicable subsequent billing period or renewal term fees. Service credits will only apply to problems associated with Kologik and its network or data center. No credit will be given if it is determined the problem is at Company, the Internet, or otherwise out of Kologik's control.

23I

BURNET COUNTY EVENT SPONSORSHIP APPLICATION

Must be submitted no later than sixty (60) days prior to event

EVENT MUST BE OPEN TO THE PUBLIC

CURRENT DATE:

\$1500

NAME OF EVENT: Christmas on the Square

NAME OF ORGANIZATION: Burnet Chamber of Commerce

MAILING ADDRESS (include street, city, state, zip)

101 N. Pierce St., Ste 1
Burnet, TX 78611

CONTACT PERSON: Allison McKee

LIST NAMES OF BOARD (if applicable):

* see attached

DATES OF EVENT:

12/9/2023

PROJECTED ATTENDANCE: 12-15k

Please read and be sure you comply with Texas Health and Safety Code 751 regarding mass gatherings.

WHAT IS YOUR SPONSORSHIP LEVEL PROPOSAL (including benefits):

Food Court Sponsorship \$1500

(see flyer for details)

WHAT IS YOUR ADVERTISING PLAN:

Emails to members; Paid Facebook ads; ads in newspaper
Event webpage. Included in city utility bills.
Billboard ad at Seward Junction. Radio promotion.
Ad in 101 Guide + Holiday Lights Magazine.

LIST OTHER SPONSORS PARTICIPATING AND LEVEL OF PARTICIPATION:

Empowered women's fitness - \$1500 stage sponsor. Circle S Pest Control
\$1500 parade sponsor. Langley Home \$500 sponsor. State Farm Gary
wideman + wedding Oak \$250 sponsor. LCRA \$500 sponsor.

I hereby certify and affirm that I have read the application information, understand and will comply with all provisions therein, and that I will abide by all relevant county, state, and federal laws and regulations regarding use of Hotel Occupancy Tax.

"I affirm and declare the foregoing to be true statements. Falsifying a governmental record is a class "A" misdemeanor under Texas Penal Code 37.10".

Signature: Allison McKee

Print name: Allison McKee

Title: Executive Director

Date: 10/10/23

****Post Event Report due no later than thirty (30) days following event. Failure to execute as per agreement could result in no future funding****

BURNET COUNTY EVENT SPONSORSHIP APPLICATION

Must be submitted no later than sixty (60) days prior to event

EVENT MUST BE OPEN TO THE PUBLIC

\$1000

CURRENT DATE: _____

NAME OF EVENT: _____ Bertram Country Christmas _____

NAME OF ORGANIZATION: Bertram Chamber of Commerce

MAILING ADDRESS (include street, city, state, zip)
PO Box 508, Bertram, TX 78605

CONTACT PERSON: Lori Ringstaff

LIST NAMES OF BOARD (if applicable):

Lori Ringstaff, President Damon Beierle-V President, Katy Duke Treasurer, Betty Predmore Secretary

DATES OF EVENT:
Saturday, December 2, 2023

PROJECTED ATTENDANCE: 2000

Please read and be sure you comply with Texas Health and Safety Code 751 regarding mass gatherings.

WHAT IS YOUR SPONSORSHIP LEVEL PROPOSAL (including benefits):

See attached

WHAT IS YOUR ADVERTISING PLAN:

Advertising through social media, KBay Radio,

LIST OTHER SPONSORS PARTICIPATING AND LEVEL OF PARTICIPATION:

I hereby certify and affirm that I have read the application information, understand and will comply with all provisions therein, and that I will abide by all relevant county, state, and federal laws and regulations regarding use of Hotel Occupancy Tax.

"I affirm and declare the foregoing to be true statements. Falsifying a governmental record is a class "A" misdemeanor under Texas Penal Code 37.10".

Signature:

Print name:

Title:

Date:

****Post Event Report due no later than thirty (30) days following event. Failure to execute as per agreement could result in no future funding****

Bertram Country Christmas



SATURDAY DECEMBER 2, 2023

SANTA'S WORKSHOP SPONSOR \$1,000.00

Includes

- Large 3x4 Individual Banner
- Name on Event Poster
- 4 free beer mugs and 8 total refills
- Website sponsor listing
- Social media mentions
- Vendor spot for sponsor
- Radio mention
- Business announced during festival

RUDOLPH SPONSOR \$500.00

Includes

- 2 x 2 Individual Banner
- Name on Event Poster
- 2 free beer mugs and 4 total refills
- Website sponsor listing
- Social media mentions
- Vendor spot for sponsor
- Business announced during festival

MRS. CLAUS SPONSOR \$250.00

Includes

- Name on Event Poster
- Website sponsor listing
- Social media mentions
- Business announced during festival



BURNET COUNTY EVENT SPONSORSHIP APPLICATION

Must be submitted no later than sixty (60) days prior to event

EVENT MUST BE OPEN TO THE PUBLIC

\$1500

CURRENT DATE: _____

NAME OF EVENT: WALKWAY OF LIGHTS

NAME OF ORGANIZATION: MARBLE FALLS Highland Lakes Area
Chamber of Commerce

MAILING ADDRESS (include street, city, state, zip)

910 2nd St., MARBLE FALLS, TX 78054

CONTACT PERSON: Katie Savage

LIST NAMES OF BOARD (if applicable):

DATES OF EVENT:

NOV 17 - Dec 31, 2023

PROJECTED ATTENDANCE: 45,000

Please read and be sure you comply with Texas Health and Safety Code 751 regarding mass gatherings.

WHAT IS YOUR SPONSORSHIP LEVEL PROPOSAL (including benefits):

Silver \$1,500 - please see attachment

WHAT IS YOUR ADVERTISING PLAN:

Facebook, work with the city of Marble Falls,
(Christmas calendar), posters, possibly
Radio

LIST OTHER SPONSORS PARTICIPATING AND LEVEL OF PARTICIPATION:

Please see attachment

I hereby certify and affirm that I have read the application information, understand and will comply with all provisions therein, and that I will abide by all relevant county, state, and federal laws and regulations regarding use of Hotel Occupancy Tax.

"I affirm and declare the foregoing to be true statements. Falsifying a governmental record is a class "A" misdemeanor under Texas Penal Code 37.10".

Signature: Katie Savage

Print name: Katie Savage

Title: Special Events Coordinator

Date: 10/17/2023

****Post Event Report due no later than thirty (30) days following event. Failure to execute as per agreement could result in no future funding****

BURNET COUNTY EVENT SPONSORSHIP APPLICATION

Must be submitted no later than sixty (60) days prior to event

EVENT MUST BE OPEN TO THE PUBLIC

\$500

CURRENT DATE: _____

NAME OF EVENT: Hill Country Downhill

NAME OF ORGANIZATION: Spider Mountain Bike Park

MAILING ADDRESS (include street, city, state, zip)

200 Greenwood Hills Trail
Burnet, TX 78611

CONTACT PERSON: Ken Garner / Brian Stevens

LIST NAMES OF BOARD (if applicable):

DATES OF EVENT:

10/27 - 10/29/23 + 11/24 - 11/26/23

PROJECTED ATTENDANCE: 300 / 250 racers per day, 500 per weekend

Please read and be sure you comply with Texas Health and Safety Code 751 regarding mass gatherings.

WHAT IS YOUR SPONSORSHIP LEVEL PROPOSAL (including benefits):

*Marketing Placements:

- Social Media (IG - 20.8K followers, FB 17k, Newsletter 4K)
- Newsletter (4K)

• Website

*On-Site Placements:

- Podium Banner (photo op)
- Feather Flag (photo op)
- Vendor space

\$500.00 cost

WHAT IS YOUR ADVERTISING PLAN:

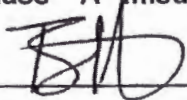
Social Media, Newsletter, On-site
photo op

LIST OTHER SPONSORS PARTICIPATING AND LEVEL OF PARTICIPATION:

Bike Farm, Save the World Brewing

I hereby certify and affirm that I have read the application information, understand and will comply with all provisions therein, and that I will abide by all relevant county, state, and federal laws and regulations regarding use of Hotel Occupancy Tax.

"I affirm and declare the foregoing to be true statements. Falsifying a governmental record is a class "A" misdemeanor under Texas Penal Code 37.10".

Signature: 

Print name: Brian Stevens

Title: Community Manager

Date: 10/10/23

****Post Event Report due no later than thirty (30) days following event. Failure to execute as per agreement could result in no future funding****

23j

Agenda Item Request Form

BURNET COUNTY COMMISSIONER'S COURT

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

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

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

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

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

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

Today's Date: 10/17/2023

Requested by: Comm. Dockery

MEETING DATE REQUESTED: OCTOBER 24,2023

AGENDA ITEM(S):

Discussion/action regarding the approval of Work Order No. 23-280 with KC Engineering for design services for CTY RD 401N

County Judge James Oakley

Commissioner Pct. 1 Jim Luther

Commissioner Pct. 2 Damon Beierle

Commissioner Pct. 3 Billy Wall

Commissioner Pct. 4 Joe Don Dockery

WORK ORDER

WORK ORDER NO. 23-280

COUNTY Project No.: _____ COUNTY Project Name: _____

In accordance with the terms and conditions of the Professional Services Agreement ("AGREEMENT") between Burnet County ("COUNTY") and K.C. Engineering, Inc. ("ENGINEER"), dated March 10, 2020, ENGINEER is hereby authorized to perform the following services:

Scope of Basic Services

Prepare a complete set of construction plans, specifications, preliminary opinion of probable construction cost, project manual, project bid advertisement, project bidding, and provide construction consultation for paving, and pavement markings for County Road 401 North from RM 2147 to SH 71.

Authorization

In signing this Work Order, the COUNTY grants ENGINEER specific authorization to proceed under the AGREEMENT.

Fee

ENGINEER shall be paid the lump sum fee of \$48,830 payable incrementally based upon the estimated percent of work completed at the date of the invoice.

Or,

In accordance with the terms of Exhibit "B". (Not Used)

AGREED AND EXECUTED this 24th day of October, 2023.

ATTEST:

K.C. ENGINEERING, INC.
(ENGINEER)

BURNET COUNTY
(COUNTY)

By: *Dreg Halay, P.E.*

By: *J. Doherty*

Title: President

Title: *Co. Dodge*



1 message

Wed, Oct 18, 2023 at 12:05 PM

Cc: Cindy Dalrymple <cdalrymple@burnetcountytexas.org>, jolenem@burnetcountytexas.org, Joe Don Dockery <jdockery@burnetcountytexas.org>

Helen:

Could you please prepare a LIT from Operating Supplies (3300) to Professional Services (4010) in the amount of \$45,830 to cover the balance of the attached work order from KC Engineering for design drawings on CR 401N.

Jolene or Cindy: Would one of you please add the attached work order to the agenda under "contracts and agreements" for consideration and approval?

Thank you to all.

Joe Don Dockery

From: Greg Haley <gregh@kcengineering.com>
Sent: Thursday, October 12, 2023 3:55 PM
To: Joe Don Dockery <jdockery@burnetcountytexas.org>
Subject: CR 401 North

Joe Don,

Attached is KCE's proposed Work Order for the engineering design of CR 401 North.

Please let me know if you have any questions or need anything else. Thanks!

By:
Greg Haley, P.E.
K.C. Engineering, Inc.
705 N. Hwy 281
Suite 103
Marble Falls, TX 78654
830-693-5635
Firm Reg. No. F-977
www.kcengineering.com

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Agenda Item Request Form

BURNET COUNTY COMMISSIONER'S COURT

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

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

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

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

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

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

Today's Date: 10/11/23

Requested by: Jackie Haynes

AGENDA ITEM(S):

Action/discussion regarding the quote from Enterprise Systems for (100) Rainbow user licenses.

Meeting Date Requested: (required) 10/24/23

Agenda Item Approved by: (required)

County Judge Oakley

Commissioner Pct. 1 Luther

Commissioner Pct. 2 Beierle

Commissioner Pct. 3 Wall

Commissioner Pct. 4 Dockery



Cindy Dalrymple <cdalrymple@burnetcountytexas.org>

Fwd:

1 message

Karin Smith <ksmith@burnetcountytexas.org>
To: Cindy Dalrymple <cdalrymple@burnetcountytexas.org>
Cc: Jackie Haynes <jlhaynes@burnetcountytexas.org>

Thu, Oct 5, 2023 at 1:59 PM

Cindy,

Please place this on the next agenda.

Thanks,

Karin

----- Forwarded message -----

From: **Jackie Haynes** <jackielynhaynes@me.com>
Date: Thu, Oct 5, 2023 at 1:28 PM
Subject:
To: Karen Smith <ksmith@burnetcountytexas.org>



Enterprise_Systems.003008.v4.26.pdf
754K



Phone: (713) 343-1212

Email: rhyde@enter-sys.com

Web: www.enter-sys.com

Confidential Solutions Proposal

100 Rainbow Licenses

Quote # 003008

Version 4

Prepared for:

Burnet County Texas

Prepared by:

Rodney Hyde



Phone: (713) 343-1212

Email: rhvde@enter-sys.com

Web: www.enter-sys.com

Rainbow Licenses		Price	Qty	Ext. Price
3EY95101AB	RAINBOW BUSINESS USER 1 YEAR	\$36.00	100	\$3,600.00
Contract Term Dates: 7/1/023 to 6/30/2024.				
			Subtotal:	\$3,600.00



Phone: (713) 343-1212

Email: rhyde@enter-sys.com

Web: www.enter-sys.com

100 Rainbow Licenses

Prepared by:

Enterprise Systems

Rodney Hyde
(713) 343-1212
Fax (713) 343-1250
rhyde@enter-sys.com

Prepared for:

Burnet County Texas

220 S. Pierce Street
Burnet, TX 78611
Jackie Haynes
(512) 756-3472
Jlhaynes@burnetcountytexas.org

Quote Information:

Quote #: 003008

Version: 4
Delivery Date: 09/29/2023
Expiration Date: 10/06/2022

Quote Summary		Amount
Rainbow Licenses		\$3,600.00
Total:		\$3,600.00

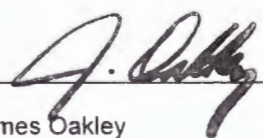
Payment Options	Payments	Interval	Amount
Down Payment			
50%	1	One-Time	\$1,800.00
Due Upon Delivery			
50%	1	One-Time	\$1,800.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Enterprise Systems

Burnet County Texas

Signature: _____
Name: Rodney Hyde
Title: _____
Date: 09/29/2023

Signature: 
Name: Judge James Oakley
Date: _____

THE COUNTY OF BURNET
BURNET, TEXAS 78611

Thank you for your recent order. Your order details can be found below.

You will receive an email confirmation that includes tracking information when your order ships.

Order Number:

69950899

Your order summary:

Item#	Description	Price	Quantity	Total
129802	WOLO LIGHT BAR	\$548.00	4	\$2,192.00
Subtotal				\$2,192.00
Shipping				\$.00
Tax				\$.00
Total				\$2,192.00

Note: Order total may not reflect special offers or promotions. Adjustments will be reflected on the final invoice.

Billing Address:

BURNET COUNTY
220 S PIERCE ST RM 116
BURNET, TX 78611-3136

Shipping Address:

BURNET COUNTY 3
601 COUNTY ROAD 268
BERTRAM, TX 78605

Email: CustomerCare@NorthernTool.com'

Phone:

Customer Care: 1-800-317-1260

Product
Experts:
1-800-
556-
7885

Mailing Address:

Northern Tool + Equipment
Attn: NorthernTool.com Customer Care
2800 Southcross Dr W
Burnsville, MN 55337



--

Cindy Dalrymple
1st Assistant Auditor
Burnet County
512-756-5495 ext. 22505



Cindy Dalrymple <cdalrymple@burnetcountytexas.org>

Re: Your Northern Tool Order Has Been Received

1 message

Stephanie Dalen <Stephanie.Dalen@northerntool.com>
To: Cindy Dalrymple <cdalrymple@burnetcountytexas.org>

Wed, Oct 18, 2023 at 10:44 AM

Hi Cindy,

Good morning!

We can still get these orders. I spoke with the manufacturer, and it will be mid November. The cost has gone up! \$625.00 per unit. This is the shipped price.

Thank you and have a great day,

Stephanie Dalen
Account Manager
Managed Accounts
800-777-0640 ext. 8425
Stephanie.Dalen@northerntool.com
<https://www.northerntool.com/>



MADE FOR THIS.

From: Cindy Dalrymple <cdalrymple@burnetcountytexas.org>
Sent: Wednesday, October 18, 2023 9:00 AM
To: Stephanie Dalen <Stephanie.Dalen@northerntool.com>
Subject: Fwd: Your Northern Tool Order Has Been Received

Good morning!
Are you still able to get the light bars listed below? Our guys at Pct. 3 would like a couple more.
Thanks! Cindy

----- Forwarded message -----

From: Northern Tool + Equipment <CustomerCare@northerntool.com>
Date: Fri, Oct 15, 2021 at 8:04 AM
Subject: Your Northern Tool Order Has Been Received
To: <PURCHASING@burnetcountytexas.org>



WORK ORDER

WORK ORDER NO. 23-280

COUNTY Project No.: _____ COUNTY Project Name: _____

In accordance with the terms and conditions of the Professional Services Agreement ("AGREEMENT") between Burnet County ("COUNTY") and K.C. Engineering, Inc. ("ENGINEER"), dated March 10, 2020, ENGINEER is hereby authorized to perform the following services:

Scope of Basic Services

Prepare a complete set of construction plans, specifications, preliminary opinion of probable construction cost, project manual, project bid advertisement, project bidding, and provide construction consultation for paving, and pavement markings for County Road 401 North from RM 2147 to SH 71.

Authorization

In signing this Work Order, the COUNTY grants ENGINEER specific authorization to proceed under the AGREEMENT.

Fee

ENGINEER shall be paid the lump sum fee of \$48,830 payable incrementally based upon the estimated percent of work completed at the date of the invoice.

Or,

In accordance with the terms of Exhibit "B". (Not Used)

AGREED AND EXECUTED this _____ day of _____, 20____.

ATTEST:

K.C. ENGINEERING, INC.
(ENGINEER)

BURNET COUNTY
(COUNTY)

By: *Greg Haley, P.E.*

By: _____

Title: President

Title: _____