

NOTICE OF MEETING
COMMISSIONERS COURT OF GILLESPIE COUNTY, TEXAS

Notice is hereby given that a Regular Meeting of the Gillespie County Commissioners Court will be held on Monday, the 10th day of July, 2023, at 9:00 a.m. in the Gillespie County Courthouse, Fredericksburg, Texas, at which time the following subjects will be discussed, considered, passed or adopted, to-wit:

See Attachment

If during the course of the meeting, any discussion of any item on the Agenda should be held in executive or closed session, the Commissioners Court will convene in such executive or closed session in accordance with the Open Meetings Act, Chapter 551, Texas Government Code.

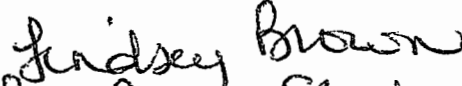
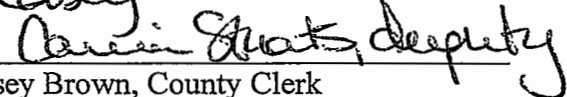
Dated this the 6th day of July, 2023.

Commissioners Court
Gillespie County, Texas

By 
Daniel Jones, County Judge

I, the undersigned, County Clerk, of Gillespie County Commissioners Court, do hereby certify that the above Notice of Meetings of the Gillespie County Commissioners Court is a true and correct copy of said Notice, and that I received and posted said Notice on the Courthouse Door and on the bulletin board at the Courthouse of Gillespie County, Texas, as a place readily accessible to the general public at all times on the 7th day of July, 2023, at 8:02 A.M., and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this the 7th day of July, 2023.


By: 
Lindsey Brown, County Clerk
Gillespie County, Texas



AGENDA
GILLESPIE COUNTY COMMISSIONERS COURT
REGULAR MEETING
MONDAY, JULY 10, 2023
GILLESPIE COUNTY COURTHOUSE
FREDERICKSBURG, TEXAS
9:00 O'CLOCK A.M.

Invocation and Pledge of Allegiance.

1. Call meeting to order.
2. Consider approval of Bills & Claims and payments via electronic fund transfers.
3. Consider approval of Journal Entries & Budget Amendments (Line Item Transfers).
4. Consider approval of payroll claims & related expenses.
5. Consider approval of Departmental Reports.
6. Consider approval of Fees of Office.
7. Public Hearing to consider setting a Maximum Speed Limit of 30 MPH in the Bob Moritz Drive neighborhood and the Jack Nixon Road Industrial area. This speed limit would apply to Bob Moritz Drive, Maple Street, Vera Drive, Wisteria Drive, Gold Road, Shorty Crenwelge Drive, and Jack Nixon Road.
8. Consider Order setting a Maximum Speed Limit of 30 MPH in the Bob Moritz Drive neighborhood and the Jack Nixon Road Industrial area. This speed limit would apply to Bob Moritz Drive, Maple Street, Vera Drive, Wisteria Drive, Gold Road, Shorty Crenwelge Drive, and Jack Nixon Road.
9. Consider approval of the removal of cattle guard in the 400-500 section of Achtzehn Road, with said removal to occur on or after July 27th.

10. Consider approval to release surety bond for grading, paving, and drainage in Maverick Subdivision, in Precinct 2.
11. Consider setting public hearing for the replat of Lot 30 in Dinosaur Ranch Subdivision, in Precinct 2.
12. Consider approval of preliminary plat of Trinity Oaks Subdivision, in Precinct 4.
13. Consider approval of preliminary plat of Boot Ranch Subdivision, Phase 2, Sections 13-16, 17B-17C, 18, 19A-19B, 20, and 22 B, in Precinct 4.
14. Consider approval of the eligible securities to be provided by Security State Bank and Trust as collateral for the public funds deposited by the County, and authorization for execution of the Agreement to Secure Deposits and related documents.
15. Consider approval of renewal of Interlocal Agreement with the Regional Public Defender Office Local Government Corporation concerning the FY2024/25 Regional Public Defender for Capital Cases program, and authorization for execution of documents.
16. Consider approval of Environmental Systems Research Institute (“ESRI”) mapping software Annual Maintenance Agreement for Rural Addressing Office, and authorization for execution of documents.
17. Consider approval of ESRI mapping software Annual Maintenance Agreement for Sanitation/Floodplain Office, and authorization for execution of documents.
18. Consider approval of ESRI mapping software License (ArcGIS Desktop Basic Single Use Perpetual License) for Sanitation/Floodplain Department, and authorization for execution of documents.
19. Consider approval of hiring personnel in Road & Bridge, Precinct 3.
20. Consider approval of authorizing a County provided cell phone for the County Engineer.

21. Consider approval of Dell Technologies quote for rugged laptop computers to replace obsolete units for the Sheriff's Office and the Constables.

22. Consider approval of renewal of an agreement with Justice Benefits, Inc., related to the identification and recovery of available Federal and State funds for reimbursement of certain County costs incurred housing inmates at the County jail, and authorization for execution of documents.

23. Consider approval of trade-in of automated external defibrillator (AED) units towards purchase of new replacement AED units by the Sheriff's Office.

24. Consider approval of hiring or transferring personnel for vacant positions in the Sheriff's Office.

25. Consider approval and acceptance of donation of topsoil from Ranger Excavating, Inc. for use on County roads.

26. Consider setting a proposed date, time, and location for a future joint budget meeting with the City of Fredericksburg.

Sec. 545.355. AUTHORITY OF COUNTY COMMISSIONERS COURT TO ALTER SPEED LIMITS. (a) The commissioners court of a county, for a county road or highway outside the limits of the right-of-way of an officially designated or marked highway or road of the state highway system and outside a municipality, has the same authority to increase prima facie speed limits from the results of an engineering and traffic investigation as the Texas Transportation Commission on an officially designated or marked highway of the state highway system.

(b) The commissioners court of a county may declare a lower speed limit of not less than:

(1) 30 miles per hour on a county road or highway to which this section applies, if the commissioners court determines that the prima facie speed limit on the road or highway is unreasonable or unsafe; or

(2) 20 miles per hour:

(A) in a residence district, unless the roadway has been designated as a major thoroughfare by a city planning commission; or

(B) on a county road or highway to which this section applies that is located within 500 feet of an elementary, secondary, or open-enrollment charter school or an institution of higher education, if approved under Section [545.357](#).

(c) The commissioners court may not modify the rule established by Section [545.351](#)(a) or establish a speed limit of more than 70 miles per hour.

(d) The commissioners court may modify a prima facie speed limit in accordance with this section only by an order entered on its records.

(e) The commissioners court of a county with a population of more than 2.8 million may establish from the results of an engineering and traffic investigation a speed limit of not more than 75 miles per hour on any part of a highway of that county that is a limited-access or controlled-access highway, regardless of the location of the part of the highway.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 58, Sec. 1, eff. May 9, 1997; Acts 1997, 75th Leg., ch. 833, Sec. 1, eff. June 18, 1997; Acts 2003, 78th Leg., ch. 852, Sec. 1, eff. June 20, 2003.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 265 (H.B. [1353](#)), Sec. 5, eff. September 1, 2011.

To: Commissioner Keith Kramer, Pct. 2

From: L. Wayne Wells, P.E.

Date: June 28, 2023

Reference: Release of Surety for Grading, Paving and Drainage in Maverick Subdivision

I performed a Final Inspection of the paving, grading, and drainage on the above improvements. These items have been satisfactorily completed for this phase. It is, therefore, my recommendation that the bond, furnished by the Developer for Maverick Subdivision paving, grading and drainage for the project, be released. I am requesting that this item be placed on the Commissioners Court agenda for the July 10, 2023 meeting.

If you have any questions, please feel free to contact me on my cell at (830) 998-0163.

Respectfully,

L. Wayne Wells, P.E.



L. Wayne Wells, P. E.

Gillespie County Subdivision Compliance Inspector

Gillespie County Contract Consultant

dba: L. Wayne Wells, P.E., Consulting Civil Engineer, Firm # F-7498



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Agreement to Secure Deposits

This Agreement to Secure Public Unit Deposits ("Agreement") is made and entered into as of the Effective Date (as defined below) by and among _____ (the "Depositor"), _____, a depository institution and a member (the "Member") of Federal Home Loan Bank of Dallas ("FHLBank Dallas"), and FHLBank Dallas as Custodian (the "Custodian"). The Depositor, the Member and the Custodian are sometimes referred to herein individually as a "Party" and collectively as the "Parties." Capitalized terms not defined elsewhere herein have the respective meanings ascribed to such terms in the Custodial Services Standard Terms and Conditions for Public Unit Deposits (as provided to the parties and in effect as of the Effective Date, the "Terms and Conditions").

WHEREAS, the Depositor has opened and/or may from time to time open one or more deposit accounts ("Depositor Accounts") with the Member;

WHEREAS, the funds held in the Depositor Accounts constitute Public Unit Deposits;

WHEREAS, the Depositor and the Member wish to ensure that the Depositor Accounts are collateralized as required or permitted by applicable law;

WHEREAS, the Custodian is the beneficiary of the Letter of Credit; and

WHEREAS, the Parties wish to make the proceeds of the Letter of Credit available to the Depositor to collateralize the Depositor Accounts pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties do hereby agree as follows:

Each Party agrees that its address for notice, as amended in accordance with Section 8 of the Terms and Conditions, is as set forth below:

If to the Member:

_____ (Member's Name)
Attn.: _____ (FHFB ID#)
_____ (street address)
_____ (floor or suite number)
_____ (City, State, and ZIP code)
Facsimile number: _____

If to the Custodian:

Federal Home Loan Bank of Dallas,
Custodian Attn.: Member Services desk
8500 Freeport Parkway South, Suite 100
Irving, TX 75063
Facsimile number: 214.441.8512



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If to the Depositor:

_____ (Depositor's Name)
Attn.: _____
_____ (street address)
_____ (floor or suite number)
_____ (City, State, and ZIP code)
Facsimile number: _____

The Member hereby irrevocably instructs the Custodian to make an allocation of \$ _____ to the Allocated Letter of Credit Amount of the undersigned Depositor, and agrees that such allocation shall become effective only upon, and as of the date of, the Custodian's acknowledgement as evidenced by the Custodian's signature below.

Each Party hereby agrees that the Terms and Conditions are hereby incorporated into this Agreement as if set forth fully herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date (as defined below).

MEMBER:

DEPOSITOR:

By: _____

By: _____

Name: _____
(print)

Name: _____
(print)

Title: _____

Title: _____

Agreement and Acknowledgement

The undersigned Custodian hereby agrees and acknowledges the Agreement set forth above as of the _____ day of _____, 20__ (the "Effective Date")

FEDERAL HOME LOAN BANK OF DALLAS, CUSTODIAN

By: _____

Name: _____
(print)

Title: _____



Statement of Account with FHLB Dallas

As of Date: 6/21/2023
FHFA ID: 13389

Security State Bank & Trust
201 W Main St
Fredericksburg, TX 78624

FHLB Dallas
8500 Freeport Pkwy #600
Irving, TX, 75063

LOC Number	Expiration Date	Depositor Name	Start Date	Modification Date	Pledge Amount
27000316	07/31/2027	Gillespie County	05/04/2020		\$10,000,000.00
Total of pledge amount: \$10,000,000.00					

LOC Number	Expiration Date	Depositor Name	Start Date	Modification Date	Pledge Amount
27000318	07/31/2027	Gillespie County	12/27/2019		\$10,000,000.00
Total of pledge amount: \$10,000,000.00					

LOC Number	Expiration Date	Depositor Name	Start Date	Modification Date	Pledge Amount
27000332	07/31/2027	Gillespie County	08/24/2021		\$20,000,000.00
Total of pledge amount: \$20,000,000.00					

Grand total of pledge amount: \$40,000,000.00

Pledge Report by Maturity Date
Pledge B: GILLESPIE COUNTY - TEXAS

Safekeeping Receipt	SK Code	Cusip	ID #	Current Face	Original Face	Description	ASC		Coupon	SC	Maturity	Book Value	Fair Value
							320	Moody / S&P					
	1006	91282CDV0	104416	2,000,000.00	2,000,000.00	U S TREASURY NOTES	AFS		0.875		01/31/2024	1,997,295.79	1,941,484.40
	1006	3130APWU5	104398	1,000,000.00	1,000,000.00	FHLB	AFS		1.000		09/10/2024	1,000,000.00	951,652.80
	1006	501080CW3	102046	295,000.00	295,000.00	KRUM TX REF GO AGM SINKING FUND QTE	HTM	A1 / AA	4.000		08/15/2025	295,000.00	295,303.41
	1006	396694V99	104505	250,000.00	250,000.00	GREENVILLE TX GO BDS 2021 BAM	AFS	N.A. / AA	4.000		02/15/2026	259,945.39	255,459.59
	1006	406342AL9	103709	285,000.00	285,000.00	HALLSVILLE TX CTFS OF GO 2014 SINKING	HTM	NR / AA	3.000		08/15/2026	285,821.19	282,209.29
	1006	507071HG6	102797	345,000.00	345,000.00	LAGO VISTA TX C/O GO SINKING FUND QTE	HTM	NR / AA	4.000		02/15/2027	347,774.85	346,721.69
	1006	363046UQ4	103688	340,000.00	340,000.00	GAINESVILLE TX C/O GO 2012 AGM SINKIN	HTM	Aa3 / AA	2.750		02/15/2028	340,000.00	333,163.51
	1006	108326PV5	104359	205,000.00	205,000.00	BRIDGEPORT TX GO BAM QTEO	HTM	N.A. / AA	4.000		08/15/2028	234,165.37	214,809.46
	1006	386138WA5	104105	400,000.00	400,000.00	GRAND PRAIRIE TX GO	AFS	N.A. / AAA	4.000		02/15/2030	436,181.34	408,317.69
	1006	498531HH8	104543	260,000.00	260,000.00	KLEIN TX ISD ULTD TAX REF BDS PSF	AFS	Aaa / AAA	5.000		08/01/2030	272,327.13	269,946.70
	1006	3134GXKC7	104111	1,000,000.00	1,000,000.00	FHLMC MTN	AFS		1.150		01/06/2031	999,620.23	783,717.79
	1006	3130ALQR8	104211	2,500,000.00	2,500,000.00	FHLB	AFS		1.625		03/14/2031	2,499,527.17	2,079,241.30
	1006	243325PG6	103950	250,000.00	250,000.00	DECATUR TX ISD ULTD TAX REF BDS 2017	HTM	Aa2	4.000		08/15/2031	275,833.71	257,145.99
	1006	388625JR7	104328	400,000.00	400,000.00	GRAPEVINE TX GO REF BDS 2021 TAXABLE	AFS	Aa1 / AA+	1.500		02/15/2032	393,805.65	307,010.00
	1006	486188KD6	104180	400,000.00	400,000.00	KAUFMAN CNTY TX UNLTD TAX RD BDS 2	AFS	N.A. / AA-	4.000		02/15/2032	470,440.12	422,943.52
	1006	373029MZ7	104235	385,000.00	385,000.00	GEORGETOWN TX GO BDS 2021	AFS	N.A. / AA+	2.000		08/15/2032	400,026.87	338,676.47
	1006	445047FS7	103835	250,000.00	250,000.00	HUMBLE TX ISD GO	HTM	Aa1 / AA	4.000		02/15/2033	265,439.49	253,509.74
	1006	375874HK3	104283	310,000.00	310,000.00	GILMER TX COMBINATION TAX REV C/O 21	HTM	N.A. / AA-	3.000		08/15/2033	348,903.66	304,784.31
	1006	445047KT9	104438	350,000.00	350,000.00	HUMBLE TX ISD GO PSF	AFS	Aaa / AAA	3.000		02/15/2034	376,727.53	340,828.69
	1006	486188GG4	104103	465,000.00	465,000.00	KAUFMAN CNTY TX UNLTD TAX RD BDS 2	AFS	N.A. / AA-	4.000		02/15/2034	536,141.21	476,930.23
	1006	498476CK4	104344	330,000.00	330,000.00	KLEBERG CNTY TX CTFS OF GO 2021 AGM	HTM	N.A. / AA	3.000		02/15/2034	364,405.98	324,754.44
	1006	486188GH2	104104	300,000.00	300,000.00	KAUFMAN CNTY TX UNLTD TAX RD BDS 2	AFS	N.A. / AA-	4.000		02/15/2035	344,988.39	310,500.00
	1006	486188HD0	104102	375,000.00	375,000.00	KAUFMAN CNTY TX LTD TAX BDS 2020 A C	AFS	N.A. / AA-	4.000		02/15/2035	431,235.44	388,125.00
	1006	487410FP2	104224	535,000.00	535,000.00	KEENE TX GO REF BDS 2021 B AGM SINKIN	HTM	N.A. / AA	2.000		02/15/2035	540,623.30	437,718.24
	1006	375874HM9	104256	325,000.00	325,000.00	GILMER TX COMBINATION TAX REV C/O 21	HTM	N.A. / AA-	3.000		08/15/2035	362,422.67	303,045.86
	1006	442403LF6	103965	250,000.00	250,000.00	HOUSTON TX ISD GO PSF SINKING FUND	HTM	Aaa / AAA	4.000		02/15/2037	268,260.71	254,428.24
	1006	387468FB2	104557	320,000.00	320,000.00	GRANITE SHOALS TX GO SINKING FUND QI	HTM	N.A. / AA-	5.000		08/01/2037	353,342.22	347,858.67
	1006	373046UJ8	104482	215,000.00	215,000.00	GEORGETOWN TX ISD GO PSF	AFS	Aaa / AAA	5.000		08/15/2037	228,445.88	222,286.32
	1006	445047JH7	104242	500,000.00	500,000.00	HUMBLE TX ISD GO PSF	AFS	Aaa / AAA	3.000		02/15/2038	548,318.53	447,269.94
	1006	494152VZ1	104381	250,000.00	250,000.00	KILLEEN TX ISD GO PSF	AFS	Aaa / AAA	4.000		02/15/2038	287,383.51	255,383.87
	1006	494152VZ1	104396	250,000.00	250,000.00	KILLEEN TX ISD GO PSF	AFS	Aaa / AAA	4.000		02/15/2038	286,649.34	255,383.87
	1006	244127W44	104264	500,000.00	500,000.00	DEER PARK TX ISD GO PSF	AFS	Aaa / AAA	4.000		08/15/2038	593,367.32	507,591.52
Items 32				15,840,000.00	15,840,000.00				2.573			16,644,419.99	14,918,202.55

Status Codes : N = New Purchase S = Sold M = Matured C = Called O = Paid Off * = Pre-refunded T = ASC 320 Transfer I = Impaired

Note: Refer to the U.S. Government and Agency Ratings report for ratings on treasury, agency and pass through securities.

FinSer (210) 224-5492
(210) 224-8787

9601 McAllister Freeway, Suite 301, San Antonio, Texas 78216-4633

II. Pledge & Safekeeping Reports



Statement of Account with FHLB Dallas

As of Date: 12/20/2021

FHFA ID: 13389

Security State Bank & Trust
201 W Main St
Fredericksburg, TX 78624

FHLB Dallas
8500 Freeport Pkwy #600
Irving, TX, 75063

LOC Number	Expiration Date	Depositor Name	Start Date	Modification Date	Pledge Amount
27000316	07/31/2023	Gillespie County	05/04/2020		\$10,000,000.00
Total of pledge amount: \$10,000,000.00					

LOC Number	Expiration Date	Depositor Name	Start Date	Modification Date	Pledge Amount
27000318	07/31/2023	Gillespie County	12/27/2019		\$10,000,000.00
Total of pledge amount: \$10,000,000.00					

LOC Number	Expiration Date	Depositor Name	Start Date	Modification Date	Pledge Amount
27000332	07/31/2023	Gillespie County	08/24/2021		\$20,000,000.00
Total of pledge amount: \$20,000,000.00					

Grand total of pledge amount: \$40,000,000.00

**REGIONAL PUBLIC DEFENDER
FOR CAPITAL CASES**

P.O. BOX 2097
LUBBOCK, TX 79408
MAIN: (806)696-3740
FAX: (806)696-3750



CHIEF PUBLIC DEFENDER

Edward Ray Keith Jr.

DEPUTY PUBLIC DEFENDER

Keri Mallon

CHIEF FINANCIAL OFFICER

Amy Sharb

SYSTEM ADMINISTRATOR

Elaine Nauert

Honorable Daniel Jones
County Judge
County of Gillespie
101 W. Main St., Mail Unit 9
Fredericksburg, Texas 78624

Via email: djones@gillespiecounty.org

RE: *FY2024/25 Interlocal Agreement*

Honorable Judge Jones:

The current Interlocal Agreement expires September 30, 2023. Enclosed is the new Interlocal Agreement for the FY2024/25 biennium. The Interlocal begins October 1, 2023 and expires September 30, 2024; it will automatically renew on October 1, 2024 and expire September 30, 2025.

The factors that were used to calculate the updated allocations are the 2020 census numbers and the latest ten-year capital case data reported by your District Clerk (Oct. 1, 2010-Sep. 30, 2020).

In addition, our Board of Directors, adopted the Application for Appointment of Legal Counsel from the Regional Public Defender Office to be submitted by the appointing District Judge with the Order Appointing.

The signed Interlocal is due back to us by September 30, 2023 and payment is due 30 days after. If you have any questions, please feel free to contact us.

Sincerely,

A handwritten signature in black ink, appearing to read "Edward Ray Keith, Jr.", written over a horizontal line.

Edward Ray Keith, Jr.

INTERLOCAL AGREEMENT

This interlocal agreement (the “Agreement”) is made by and between the **REGIONAL PUBLIC DEFENDER OFFICE LOCAL GOVERNMENT CORPORATION** (“RPDO”), and **GILLESPIE COUNTY, TEXAS** (“Participant”), a political subdivision of the State of Texas, (also, individually, a “Party” or, collectively, the “Parties”). This Agreement is made pursuant to the Fair Defense Act, Texas Code of Criminal Procedure 26.044(b), and Texas Government Code Chapter 791.

RECITALS

WHEREAS, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, authorizes all local governments to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting parties are mutually interested; and

WHEREAS, the RPDO is a public, non-profit corporation organized under Subchapter D, Chapter 431 of the Texas Transportation Code a “local government” pursuant to Section 791.003(4)(B) of the Texas Government Code and is authorized to participate on behalf of Lubbock County to oversee and provide defense services to indigent defendants in Lubbock County and other counties which enter into interlocal agreements with the RPDO to provide defense services; and

WHEREAS, Participant has a need for and desires the RPDO to provide defense services to indigent defendants in Gillespie County, Texas outlined herein; and

WHEREAS, each Party finds: 1) that the subject of this Agreement is necessary for the benefit of the public; and 2) that it has the legal authority to perform and to provide the government function or service which is the subject matter of this Agreement; and,

WHEREAS, the performance of this Agreement by RPDO and Participant will be in the common interest of the Parties;

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I PROGRAM

1.01 **Program Purpose and Term**. The Regional Public Defender for Capital Cases (the “RPDO”), funded in part by the Texas Indigent Defense Commission (“TIDC”) Multi-Year Discretionary Grant Program Funds and in part by Program Participants, will provide court-appointed counsel for individuals charged with the offense of capital murder (death-eligible) in the participating counties and who cannot afford to hire their own attorney. Inmates in units of the Texas Department of Criminal Justice within the region who are charged with capital murder will be represented by the State Counsel for Offenders, or by private counsel in the case of a conflict. Capital murder cases filed against inmates in units of the Texas Department of Criminal Justice shall not be counted in the average number of capital murder cases filed in a county.

A participating county’s costs are based on several factors including: (i) funds received by the RPDO from the TIDC Multi-Year Discretionary Grant Program Funds; (ii) the participating county’s population; (iii) the number of counties participating in the Program; (iv) a participating county’s population as a percentage of the total population of all participating counties; and (iv) the average number of capital

murder cases filed in the participating county (the average number of capital cases is based on the previous ten (10) years). The minimum cost per participating county shall be \$1,000.00. Attached hereto as Attachment 1 is each county's cost for participating in the Program.

The Interlocal Agreements shall become effective October 1, 2023 and continue through September 30, 2024. Thereafter, the agreements shall renew automatically on October 1st for one successive one-year term through September 30, 2025, unless terminated under this Agreement.

- 1.02 **Judges Authorized to Appoint RPDO.** The Program allows the Honorable Judge(s) of the Judicial District having jurisdiction within Participant's geographic boundaries to appoint the RPDO for the trial defense of a defendant in a death-eligible capital murder cases by completing and submitting to the RPDO the attached application (Attachment 2). In the event of a death-eligible capital murder case with multiple defendants, the trial court shall appoint the RPDO to only one eligible defendant. Any other attorneys appointed for other defendants in such case shall be at the Participant's expense.
- 1.03 **Duties and Responsibilities of the RPDO.** Subject to the terms and conditions outlined herein, the RPDO will represent qualifying defendants charged with the offense of capital murder (death-eligible) in all criminal proceedings directly related thereto from appointment through trial disposition. The RPDO does not represent defendants' post-conviction or in motions for new trial. The RPDO will exercise sole discretion as legal counsel in its representation of the defendant in compliance with the duties of a licensed attorney in the State of Texas and, as determined at the sole and absolute discretion of the RPDO: (i) the *Texas Disciplinary Rules of Professional Conduct*; (ii) the *State Bar of Texas Guidelines and Standards for Texas Capital Counsel*; (iii) the *Supplementary Guidelines and Standards for the Mitigation Function of Defense Teams in Texas Death Penalty Cases*; (iv) the *American Bar Association Guidelines for the Appointment and Performance of Defense Counsel in Death Penalty Cases*; (v) the *American Bar Association Supplementary Guidelines for the Mitigation Function of Defense Teams in Death Penalty Cases*; (vi) all applicable state statutes including but not limited to Article 26.044(j) of the Texas Code of Criminal Procedure; (vii) all state and federal case law applicable for the provision of effective assistance of counsel in death penalty cases; and (viii) any applicable case load management policies as may be adopted by the RPDO.
- 1.04 **Right to Audit.** The RPDO will conduct an annual audit that, upon written request, will be made available to the Participant. Participant may request and be provided with an opportunity to audit any relevant and non-confidential records of the RPDO directly related to Participant's agreement with the RPDO that support the calculations of charges invoiced to the Participant under this Agreement. Such audits shall be conducted at Participant's sole cost and expense and under mutually acceptable terms at RPDO's premises in a manner that minimizes any interruption in the daily activities at such premises.
- 1.05 **Data for the Analysis.** As consideration for its participation in the Program, Participant agrees to provide the RPDO information as needed to conduct the analysis, including the current payment schedule for court-appointed counsel on capital murder cases and the previous five fiscal years' data on the amount Participant paid for appointed counsel on capital murder cases, if available.
- 1.06 **Experts.** Participant will continue to incur the expense of experts as approved by the local court. Participant may be required to deposit funds with the RPDO as necessary to pay for the expense of experts as requested by the RPDO or required by the district court with jurisdiction over the applicable capital murder case.
- 1.07 **Fact Investigators and Mitigation Specialists.** The RPDO will provide a fact investigator and mitigation specialist to cases assigned to the RPDO office.

- 1.08 **No other Costs Incurred.** Neither the TIDC nor the RPDO will assume any additional costs associated with representation of indigent defendants. Costs of interpreters or any other collateral cost must be absorbed by Participant.

ARTICLE II
OTHER TERMS AND CONDITIONS

- 2.01 **Notice and Addresses.** Any notice required by this Agreement shall be deemed to be properly served, if (i) provided in person, by e-mail with delivery confirmation; or (ii) deposited in the United States mail by certified letter, return receipt requested, addressed to the recipient at recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described:

If to RPDO:

Edward Ray Keith Jr.
Chief Public Defender
Regional Public Defender for Capital Cases
PO Box 2097
Lubbock, Texas 79408
E-Mail: rkeith@rpdo.org

If to Participant:

Honorable Daniel Jones County Judge
Gillespie County
101 W. Main St., Mail Unit 9
Fredericksburg, Texas 78624
E-Mail: djones@gillespiecounty.org

- 2.02 **Governmental Function/No Waiver of Immunity.** The parties to this Agreement acknowledge that the services contracted for in this Agreement relate to the governmental functions of the Participant and the RPDO. Nothing in this Agreement shall be construed to impair or affect any sovereign or governmental immunity or official immunity enjoyed by or otherwise available to the Participant, the RPDO, or their respective officers and employees. No waiver of sovereign or official immunity, whether express or implied, is intended or made by this Agreement.
- 2.03 **No Partnership.** Nothing contained in this Agreement is intended to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. This Agreement does not create a joint enterprise, nor does it appoint any Party as an agent of the other Party, for any purpose whatsoever.
- 2.04 **Employee Status.** RPDO shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate its employees. RPDO's employees will not be considered, for any purpose, employees of Participant within the meaning or the application of any federal, state or local law or regulation, including without limitation, laws, rules or regulations regarding or related to unemployment insurance, health insurance, old age benefits, workers compensation, labor, personal injury or taxes of any kind.

- 2.05 **Waiver.** The failure of any Party to insist upon the performance of any terms or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.
- 2.06 **Benefit of the Parties.** The terms and conditions of this Agreement are solely for the benefit of the Parties and are not intended to create any rights, contractual or otherwise, for any other person or entity.
- 2.07 **Force Majeure.** If the performance of any obligation under this Agreement is delayed by something reasonably beyond the control of the Party obligated to perform ("Force Majeure"), that Party shall be excused from performing the obligation during that period, so that the time period applicable to the performance shall be extended for a period of time equal to the period that Party was delayed due to the event of Force Majeure.
- 2.08 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.
- 2.09 **Non-Appropriation.** RPDO and Participant recognize that any payments made for performance under this Agreement and any services provided shall be and are subject to the current revenues, staffing and allocated resources available to the respective party. The RPDO or the Participant executing this Agreement may terminate this Agreement, without incurring any liability to the other except to pay for any services already rendered, if funds, staffing or allocated resources are not appropriated or are insufficient to provide the services as determined by the respective governing bodies of the parties. In such event, this Agreement shall terminate automatically on the last day of the then-current fiscal year or when the appropriation made for the then-current fiscal year for the services covered by this Agreement is spent, whichever occurs first.
- 2.10 **Prior Agreements Superseded.** This Agreement constitutes the only agreement of the Parties and supersedes any prior understanding or written or oral agreements between the Parties respecting the within subject matter.
- 2.11 **Amendments.** In order to be binding, an amendment to this Agreement must be in writing, dated subsequent to the date of this Agreement, and executed by the Parties.
- 2.12 **Withdrawal by Party.**
- (a) **Voluntary Withdrawal.** Voluntary withdrawal by Participant from the Agreement shall occur upon the affirmative decision by Participant's Commissioners Court to withdraw from the Agreement and the withdrawing Participant giving at least one hundred and eighty (180) calendar days' notice in writing to the RPDO. The effective date of voluntary withdrawal shall be the last day of the applicable term of the Agreement after the one hundred and eighty (180) day notice provided by the withdrawing Participant.
- (b) **Involuntary Withdrawal.** Participant shall be deemed to have involuntarily withdrawn from the Agreement upon the failure by the Participant to pay any cost-sharing payment by the due date, as provided in a notice to the Participant. Participant shall be given thirty (30) days written notice of non-payment by RPDO and shall not be deemed to be in default until the expiration of thirty (30) days after receipt of the written notice.

(c) In the event that Participant withdraws under (a) or (b) and the RPDO is representing an individual or individuals after having been appointed by a court in Participant's County, beginning on the effective date of the withdrawal, Participant shall be responsible for timely payment of \$250.00 per hour for the first chair attorney, \$200.00 per hour for the second chair attorney, \$125.00 per hour for the mitigation specialist and \$100.00 per hour for the investigator. Additionally, Participant shall also timely pay upon receipt and documentation all investigative costs incurred by the RPDO including but not limited to travel, lodging, meals and records collection.

SIGNED AND EXECUTED this _____ day of _____, 20__.

REGIONAL PUBLIC DEFENDER
OFFICE LOCAL GOVERNMENT
CORPORATION

COUNTY OF GILLESPIE

Board Chairman

Honorable Daniel Jones
County Judge

ATTEST:

ATTEST:

Board Secretary

County Clerk

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

Edward Ray Keith Jr.
Chief Public Defender
Regional Public Defender for Capital Cases

REVIEWED FOR FORM:

REVIEWED FOR FORM:

Matthew L. Wade
Underwood Law Firm
General Counsel

County	FY24	FY25
Anderson County	19,404.00	19,404.00
Andrews County	21,848.00	21,848.00
Angelina County	49,569.00	49,569.00
Aransas County	5,661.00	5,661.00
Archer County	2,033.00	2,033.00
Armstrong County	1,000.00	1,000.00
Atascosa County	23,254.00	23,254.00
Austin County	9,103.00	9,103.00
Bailey County	7,449.00	7,449.00
Bandera County	4,953.00	4,953.00
Bastrop County	30,403.00	30,403.00
Baylor County	2,760.00	2,760.00
Bee County	24,538.00	24,538.00
Bell County	153,886.00	153,886.00
Blanco County	4,638.00	4,638.00
Borden County	1,000.00	1,000.00
Bosque County	4,332.00	4,332.00
Bowie County	72,026.00	72,026.00
Brazoria County	105,741.00	105,741.00
Brazos County	87,307.00	87,307.00
Brewster County	2,268.00	2,268.00
Briscoe County	1,000.00	1,000.00
Brooks County	1,679.00	1,679.00
Brown County	34,223.00	34,223.00
Burleson County	11,936.00	11,936.00
Burnet County	21,182.00	21,182.00
Caldwell County	18,645.00	18,645.00
Calhoun County	18,331.00	18,331.00
Callahan County	9,033.00	9,033.00
Camp County	4,897.00	4,897.00
Carson County	1,379.00	1,379.00
Cass County	16,338.00	16,338.00
Castro County	1,751.00	1,751.00
Chambers County	40,109.00	40,109.00
Cherokee County	27,183.00	27,183.00
Childress County	1,583.00	1,583.00
Clay County	4,364.00	4,364.00
Cochran County	1,000.00	1,000.00
Coke County	1,000.00	1,000.00
Coleman County	3,762.00	3,762.00
Collingsworth County	1,000.00	1,000.00
Colorado County	4,883.00	4,883.00
Comal County	65,724.00	65,724.00
Comanche County	3,229.00	3,229.00

Concho County	1,000.00	1,000.00
Cooke County	31,199.00	31,199.00
Coryell County	44,912.00	44,912.00
Cottle County	1,000.00	1,000.00
Crane County	1,111.00	1,111.00
Crockett County	4,609.00	4,609.00
Crosby County	3,156.00	3,156.00
Culberson County	1,000.00	1,000.00
Dallam County	1,690.00	1,690.00
Dawson County	2,959.00	2,959.00
Deaf Smith County	4,414.00	4,414.00
Delta County	1,241.00	1,241.00
DeWitt County	4,709.00	4,709.00
Dickens County	1,000.00	1,000.00
Dimmit County	2,047.00	2,047.00
Donley County	4,647.00	4,647.00
Duval County	2,331.00	2,331.00
Eastland County	13,893.00	13,893.00
Ector County	155,421.00	155,421.00
Edwards County	1,000.00	1,000.00
Ellis County	65,174.00	65,174.00
Erath County	11,964.00	11,964.00
Falls County	5,967.00	5,967.00
Fannin County	12,344.00	12,344.00
Fayette County	17,423.00	17,423.00
Fisher County	1,000.00	1,000.00
Floyd County	1,283.00	1,283.00
Foard County	1,000.00	1,000.00
Franklin County	12,143.00	12,143.00
Freestone County	14,299.00	14,299.00
Frio County	8,240.00	8,240.00
Gaines County	32,240.00	32,240.00
Galveston County	123,970.00	123,970.00
Garza County	5,254.00	5,254.00
Gillespie County	12,158.00	12,158.00
Glasscock County	1,000.00	1,000.00
Goliad County	9,411.00	9,411.00
Gonzales County	12,353.00	12,353.00
Gray County	8,915.00	8,915.00
Grayson County	61,245.00	61,245.00
Gregg County	59,158.00	59,158.00
Grimes County	6,953.00	6,953.00
Guadalupe County	64,515.00	64,515.00
Hale County	17,408.00	17,408.00
Hall County	2,607.00	2,607.00
Hamilton County	1,953.00	1,953.00

Hansford County	3,192.00	3,192.00
Hardeman County	4,716.00	4,716.00
Hardin County	21,103.00	21,103.00
Harrison County	40,864.00	40,864.00
Hartley County	1,279.00	1,279.00
Haskell County	1,287.00	1,287.00
Hays County	124,663.00	124,663.00
Hemphill County	1,000.00	1,000.00
Henderson County	52,434.00	52,434.00
Hill County	12,395.00	12,395.00
Hockley County	8,989.00	8,989.00
Hood County	24,315.00	24,315.00
Hopkins County	22,294.00	22,294.00
Houston County	11,005.00	11,005.00
Howard County	12,154.00	12,154.00
Hudspeth County	1,000.00	1,000.00
Hunt County	64,409.00	64,409.00
Hutchinson County	8,770.00	8,770.00
Irion County	1,000.00	1,000.00
Jack County	2,013.00	2,013.00
Jackson County	7,413.00	7,413.00
Jasper County	11,650.00	11,650.00
Jeff Davis County	4,347.00	4,347.00
Jefferson County	140,094.00	140,094.00
Jim Hogg County	1,149.00	1,149.00
Jim Wells County	38,285.00	38,285.00
Johnson County	56,733.00	56,733.00
Jones County	8,516.00	8,516.00
Karnes County	3,494.00	3,494.00
Kaufman County	87,544.00	87,544.00
Kendall County	12,455.00	12,455.00
Kenedy County	1,000.00	1,000.00
Kent County	1,000.00	1,000.00
Kerr County	20,240.00	20,240.00
Kimble County	1,018.00	1,018.00
King County	1,000.00	1,000.00
Kinney County	1,000.00	1,000.00
Kleberg County	22,647.00	22,647.00
Knox County	1,000.00	1,000.00
La Salle County	9,329.00	9,329.00
Lamar County	21,406.00	21,406.00
Lamb County	3,099.00	3,099.00
Lampasas County	5,118.00	5,118.00
Lavaca County	4,814.00	4,814.00
Lee County	4,152.00	4,152.00
Leon County	3,734.00	3,734.00

Liberty County	60,494.00	60,494.00
Limestone County	16,879.00	16,879.00
Lipscomb County	2,663.00	2,663.00
Live Oak County	12,375.00	12,375.00
Llano County	10,856.00	10,856.00
Loving County	1,000.00	1,000.00
Lubbock County	116,394.00	116,394.00
Lynn County	1,329.00	1,329.00
Madison County	9,005.00	9,005.00
Marion County	2,306.00	2,306.00
Martin County	1,244.00	1,244.00
Mason County	1,000.00	1,000.00
Matagorda County	27,976.00	27,976.00
Maverick County	13,611.00	13,611.00
McCulloch County	1,813.00	1,813.00
McLennan County	118,386.00	118,386.00
McMullen County	1,000.00	1,000.00
Medina County	15,928.00	15,928.00
Menard County	1,000.00	1,000.00
Midland County	65,553.00	65,553.00
Milam County	23,308.00	23,308.00
Mills County	1,059.00	1,059.00
Mitchell County	2,136.00	2,136.00
Montague County	6,679.00	6,679.00
Moore County	8,946.00	8,946.00
Morris County	2,838.00	2,838.00
Motley County	1,000.00	1,000.00
Nacogdoches County	34,272.00	34,272.00
Navarro County	12,501.00	12,501.00
Newton County	4,829.00	4,829.00
Nolan County	5,426.00	5,426.00
Ochiltree County	2,379.00	2,379.00
Oldham County	1,000.00	1,000.00
Orange County	31,366.00	31,366.00
Palo Pinto County	12,499.00	12,499.00
Panola County	13,023.00	13,023.00
Parker County	60,384.00	60,384.00
Parmer County	2,344.00	2,344.00
Pecos County	7,482.00	7,482.00
Polk County	19,652.00	19,652.00
Potter County	70,757.00	70,757.00
Presidio County	1,456.00	1,456.00
Rains County	4,826.00	4,826.00
Randall County	64,419.00	64,419.00
Reagan County	1,000.00	1,000.00
Real County	2,592.00	2,592.00

Red River County	4,689.00	4,689.00
Reeves County	5,440.00	5,440.00
Refugio County	1,601.00	1,601.00
Roberts County	1,000.00	1,000.00
Robertson County	5,902.00	5,902.00
Rockwall County	32,833.00	32,833.00
Runnels County	2,352.00	2,352.00
Rusk County	21,902.00	21,902.00
Sabine County	4,287.00	4,287.00
San Augustine County	20,966.00	20,966.00
San Jacinto County	16,090.00	16,090.00
San Patricio County	40,844.00	40,844.00
San Saba County	11,043.00	11,043.00
Schleicher County	1,000.00	1,000.00
Scurry County	4,022.00	4,022.00
Shackelford County	1,000.00	1,000.00
Shelby County	24,770.00	24,770.00
Sherman County	1,000.00	1,000.00
Smith County	98,170.00	98,170.00
Somervell County	2,187.00	2,187.00
Starr County	38,896.00	38,896.00
Stephens County	4,098.00	4,098.00
Sterling County	1,000.00	1,000.00
Stonewall County	1,000.00	1,000.00
Sutton County	1,000.00	1,000.00
Swisher County	3,592.00	3,592.00
Taylor County	53,383.00	53,383.00
Terrell County	1,000.00	1,000.00
Terry County	4,747.00	4,747.00
Throckmorton County	1,000.00	1,000.00
Titus County	7,382.00	7,382.00
Tom Green County	65,299.00	65,299.00
Trinity County	3,231.00	3,231.00
Tyler County	14,385.00	14,385.00
Upshur County	24,958.00	24,958.00
Upton County	2,722.00	2,722.00
Uvalde County	11,644.00	11,644.00
Val Verde County	15,177.00	15,177.00
Van Zandt County	19,953.00	19,953.00
Victoria County	38,550.00	38,550.00
Walker County	25,895.00	25,895.00
Waller County	21,237.00	21,237.00
Ward County	4,702.00	4,702.00
Washington County	25,933.00	25,933.00
Webb County	109,927.00	109,927.00
Wharton County	28,890.00	28,890.00

Wheeler County	3,122.00	3,122.00
Wichita County	73,328.00	73,328.00
Wilbarger County	3,061.00	3,061.00
Willacy County	8,663.00	8,663.00
Wilson County	15,692.00	15,692.00
Winkler County	1,851.00	1,851.00
Wise County	27,922.00	27,922.00
Wood County	18,269.00	18,269.00
Yoakum County	3,764.00	3,764.00
Young County	11,990.00	11,990.00
Zapata County	3,299.00	3,299.00
Zavala County	2,297.00	2,297.00

**APPLICATION FOR APPOINTMENT OF LEGAL COUNSEL
FROM THE REGIONAL PUBLIC DEFENDER'S OFFICE**

Date: _____

As the District Judge for the _____ District Court, I am requesting the appointment of the Regional Public Defender's Office as legal counsel for: _____, Defendant, in the following criminal case pending before this Court:

State of Texas v. _____;

Cause No. (if available) and/or Warrant No.: _____;

and by submitting this application further certify as follows:

- _____ County is a participating county in the Regional Public Defender's Office Program.
- This case has been on the Court's docket for six (6) months or less.
- The Defendant has been certified as indigent, is charged with a capital criminal offense and is eligible to receive the death penalty and otherwise qualifies under the Regional Public Defender's Office Program.
- This appointment is in compliance with the County's Indigent Defense Policy (if any) and this appointment would comply with all applicable procedures.
- I understand that if any of the above requirements are not met, the RPDO may, per the terms of the interlocal agreement entered into between _____ County and the RPDO, deny this application and refuse the appointment to this case.

Honorable Judge
(Printed Name): _____

_____ District Court
_____ County, Texas

Received by the RPDO on _____ (Date) by _____ (Name)



esri[®] 380 New York St
 Redlands, CA 92373-8118
 Phone: + 190936939363936
 Fax #: 909-307-3083

Quotation

Date: 06/23/2023

Quotation Number: 26152896

Contract Number: 00298018.0

Send Purchase Orders To:

Environmental Systems Research Institute, Inc.
 380 New York Street
 Redlands, CA 92373-8100
 Attn: Barbara Walker

Please include the following remittance address on your Purchase Order:

Environmental Systems Research Institute, Inc.
 P.O. Box 741076
 Los Angeles, CA 90074-1076

County of Gillespie
 911 Rural Addressing
 Mail Unit 9 Rm B-101A
 101 W Main St
 Fredericksburg TX 78624-3745

Attn: Raynell Wilke

Customer Number: 255766

For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
Subject to terms and conditions of State of Texas DIR-CPO-4699				

10	1	87192	443.30	443.30
		ArcGIS Desktop Basic Single Use Primary Maintenance		
		Start Date: 09/22/2023		
		End Date: 09/21/2024		
		Subscription ID: 7058537074		

Item Subtotal	443.30
Estimated Tax	0.00
Total	USD 443.30

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

Please note Esri has introduced a price change and this quote reflects current pricing for your organization. It is important to us that we are able to continue to deliver value through enhancements to products, solutions, and capabilities.

Your renewal provides access to all the benefits you are familiar with, which you can review at <https://go.esri.com/maintenance>
 For questions related to the price change, please reach out to your assigned Esri Account Manager.

Quotation is valid for 90 days from document date.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

To expedite your order, please reference your customer number and this quotation number on your purchase order.



esri[®]

380 New York St
Redlands, CA 92373-8118
Phone: + 190936939363936
Fax #: 909-307-3083

Quotation

Page 2

Date: 06/23/2023

Quotation Number: 26152896

Contract Number: 00298018.0

Item Qty Material#

Unit Price

Extended Price

Renewal Options:

- Online: Renew through My Esri site at <https://my.esri.com>
 - Credit Card
 - Purchase Order
 - Email Authorization
- Email or Fax: Email Authorization, Purchase Order or signed quote to:
 - Fax: 909-307-3083
 - Email: service@esri.com

Requests via email or signed quote indicate that you are authorized to obligate funds for your organization and your organization does not require a purchase order.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf> , and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <http://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy GSA, BPA) on your ordering document.



esri[®]

380 New York St
Redlands, CA 92373-8118
Phone: + 190936939363936
Fax #: 909-307-3083

Quotation

Page 3

Date: 06/23/2023

Quotation No: 26152896

Customer No: 255766

Contract No: 00298018.0

Item Qty Material#

Unit Price

Extended Price

US FEDERAL CUSTOMERS: If you are a federal customer or a contractor purchasing on behalf of a federal customer a purchase order is required to receive an invoice. Please email the purchase order to service@esri.com

By signing below, you are authorizing Esri to issue a software support invoice in the amount of USD _____ plus sales tax, if applicable.

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

Signature of Authorized Representative

Date

Name (Please Print)

Title



Esri Inc
380 New York St
Redlands CA 92373-8118

Subject: Renewal Quotation

Date: 06/23/2023
To: Raynell Wilke
Organization: County of Gillespie
911 Rural Addressing
Fax #: 830-997-9867 **Phone #:** 830-997-1726
From: Barbara Walker
Fax #: 909-307-3083 **Phone #:** + 19093693936 Ext. 3936
Email: bwalker@esri.com

Number of pages transmitted
(including this cover sheet): 4

Quotation #26152896
Document Date: 06/23/2023

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.



Quotation # Q-500083

Date: June 28, 2023

Customer # 551227 Contract # DIR-CPO-4699

County of Gillespie
Floodplain/Sanitation Dept
101 W Main St
Fredericksburg, TX 78624-3745

ATTENTION: Dwayn Boos
PHONE: (830) 997-8191
EMAIL: dboos@gillespiecounty.org

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: OAMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 6/27/2023 To: 9/25/2023

Material	Qty	Unit Price	Total
93198	1	\$1,371.21	\$1,371.21

ArcGIS Desktop Basic Single Use Perpetual License.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Paul Delagarza	Email: pdelagarza@esri.com	Phone: (909) 793-2853 x5755
<p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.</p>		

DELAGARZAP

This offer is limited to the terms and conditions incorporated and attached herein.



Quotation # Q-500083

Date: June 28, 2023

Customer # 551227 Contract # DIR-CPO-4699

County of Gillespie
Floodplain/Sanitation Dept
101 W Main St
Fredericksburg, TX 78624-3745

ATTENTION: Dwayn Boos
PHONE: (830) 997-8191
EMAIL: dboos@gillespiecounty.org

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: OAMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 6/27/2023 To: 9/25/2023

Subtotal:	\$1,371.21
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$1,371.21

This quote is subject to the terms and conditions of the State of Texas contract DIR-CPO-4699, Esri contract 00298018.0 with the State of Texas. Please reference the contract on your Purchase Order; no other terms shall apply.

New purchases of ArcGIS Desktop include 12 months of complimentary maintenance. The included maintenance provides you access to several benefits, including Product and Technical Support per the Esri Product Support Lifecycle. Please be advised that specific components of ArcGIS Desktop (ArcMap, ArcScene, ArcGlobe, ArcCatalog, ArcMap Extensions) are no longer in the General Availability stage of the lifecycle. However, the latest versions of the ArcGIS Pro component of the ArcGIS Desktop bundle (and extensions for ArcGIS Pro) remain in General Availability. Please familiarize yourself with the Esri Product Lifecycle Support Policy (<http://downloads2.esri.com/support/techarticles/product-life-cycle.pdf>) to understand the level of support included with each component of the ArcGIS Desktop bundle, and ask your Sales Representative if you have questions.

The ArcGIS Desktop license includes 100 service credits for the ArcGIS Online Creator entitlement. These service credits refresh annually with license renewal; unused entitlement service credits do not roll over. Additional service credits can be purchased in blocks of 1000 credits for \$118.89 per the DIR contract. For additional information regarding service credits please reference this link <https://www.esri.com/en-us/arcgis/products/arcgis-online/pricing/credits>

In accordance with Section 10.12(D) of Appendix A of the DIR Contract No. DIR-CPO-4699 (Esri Agreement No. 00298018.0), Esri requests countersignature of the attached "Texas DIR-CPO-4699 Customer Addendum to Purchase Order." Please include the countersigned addendum within your purchase order in order for Esri to process the order.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Paul Delagarza	Email: pdelagarza@esri.com	Phone: (909) 793-2853 x5755
<p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.</p>		

DELAGARZAP

This offer is limited to the terms and conditions incorporated and attached herein.

Texas DIR-CPO-4699 Customer Addendum to Purchase Order

Pursuant to Section 10.12 (“Limitation of Liability”) of Appendix A to the DIR Contract No. DIR-CPO-4699, the parties agree to the following:

Limitation of Liability

- A. For any claim or cause of action arising under or related to the Contract, to the extent permitted by the Constitution and the laws of the State, none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages.
- B. Successful Respondent’s liability for damages in any claim or cause of action arising under or related to the Purchase Order or quotation shall not exceed two-times the total value of the Purchase Order. Such value includes all amounts paid and amounts to be paid over the life of the Purchase Order to Successful Respondent by such Customer as described in the Purchase Order. If included in a quotation, such term shall not be valid unless it is attached to or incorporated by reference into the corresponding Purchase Order.
- C. Notwithstanding the foregoing or anything to the contrary herein, any limitation of Successful Respondent’s liability contained herein or in a Purchase Order shall not apply to: claims of bodily injury; violation of intellectual property rights including but not limited to patent, trademark, or copyright infringement; indemnification requirements under the Contract, except as allowed by subsection 10.12(D) below; and violation of State or Federal law including but not limited to disclosures of confidential information and any penalty of any kind lawfully assessed as a result of such violation.
- D. Successful Respondent’s liability to for damages in any claim or cause of action arising under or related to the Purchase Order or quotation for indemnification requirements under Section 10.1.1(A)(iii); shall not exceed (i) \$1 million or (ii) two-times the total value of the Purchase Order, whichever is greater. Such limitation shall be distinct and calculated separately from any limitation included in such Purchase Order or quotation pursuant to Section 10.12(B) above. Such term shall not be valid unless it is stated on a standalone page signed by both parties and attached to or incorporated by reference into the corresponding Purchase Order. CUSTOMER SHOULD CONSULT WITH LEGAL COUNSEL AND CAREFULLY CONSIDER POTENTIAL RISKS ASSOCIATED WITH A DATA BREACH TO DETERMINE LIMITATIONS APPROPRIATE FOR SUCH PURCHASE ORDER OR QUOTATION.

The parties may sign this Addendum in counterparts or via electronic signatures; such execution is valid even if an original paper document bearing both parties' original signatures is not delivered. This Addendum is executed and effective as of the date of Customer signature below.

The authorized representatives of each party accept and agree to the terms of this Addendum by signing below:

(Customer)

Legal Address: _____

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

ENVIRONMENTAL SYSTEMS RESEARCH
INSTITUTE, INC. (Esri)

380 New York Street, Redlands, CA 92373-8100

By: Tamisa Greening
Authorized Signature

Printed Name: Tamisa Greening

Title: Managing Attorney, Contracts & Legal



Esri Inc
380 New York St
Redlands CA 92373-8118

Subject: Renewal Quotation

Date: 06/23/2023
To: Dwayn Boos
Organization: County of Gillespie
Floodplain/Sanitation Dept
Fax #: **Phone #:** 830-997-8191

From: Barbara Walker
Fax #: 909-307-3083 **Phone #:** + 19093693936 Ext. 3936
Email: bwalker@esri.com

Number of pages transmitted
(including this cover sheet): 4

Quotation #26152900
Document Date: 06/23/2023

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.



esri[®] 380 New York St
 Redlands, CA 92373-8118
 Phone: + 190936939363936
 Fax #: 909-307-3083

Quotation

Date: 06/23/2023

Quotation Number: 26152900

Contract Number: 00298018.0

Send Purchase Orders To:

Environmental Systems Research Institute, Inc.
 380 New York Street
 Redlands, CA 92373-8100
 Attn: Barbara Walker

Please include the following remittance address on your Purchase Order:

Environmental Systems Research Institute, Inc.
 P.O. Box 741076
 Los Angeles, CA 90074-1076

County of Gillespie
 Floodplain/Sanitation Dept
 Mail Unit 9 Rm B-101
 101 W Main St
 Fredericksburg TX 78624-3745

Attn: Dwain Boos

Customer Number: 551227

For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
Subject to terms and conditions of State of Texas DIR-CPO-4699				
10	1	87192 ArcGIS Desktop Basic Single Use Primary Maintenance Start Date: 09/22/2023 End Date: 09/21/2024 Subscription ID: 3941846554	443.30	443.30
1010	1	87193 ArcGIS Desktop Basic Single Use Secondary Maintenance Start Date: 09/22/2023 End Date: 09/21/2024 Subscription ID: 3941846554	332.48	332.48
			Item Subtotal	775.78
			Estimated Tax	0.00
			Total	USD 775.78

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

Please note Esri has introduced a price change and this quote reflects current pricing for your organization. It is important to us that we are able to continue to deliver value through enhancements to products, solutions, and capabilities.

Your renewal provides access to all the benefits you are familiar with, which you can review at <https://go.esri.com/maintenance>
 For questions related to the price change, please reach out to your assigned Esri Account Manager.

Quotation is valid for 90 days from document date.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

To expedite your order, please reference your customer number and this quotation number on your purchase order.



esri[®]

380 New York St
Redlands, CA 92373-8118
Phone: + 190936939363936
Fax #: 909-307-3083

Quotation

Page 2

Date: 06/23/2023

Quotation Number: 26152900

Contract Number: 00298018.0

Item Qty Material#

Unit Price

Extended Price

Renewal Options:

- Online: Renew through My Esri site at <https://my.esri.com>
 - Credit Card
 - Purchase Order
 - Email Authorization
- Email or Fax: Email Authorization, Purchase Order or signed quote to:
 - Fax: 909-307-3083
 - Email: service@esri.com

Requests via email or signed quote indicate that you are authorized to obligate funds for your organization and your organization does not require a purchase order.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf> , and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <http://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy GSA, BPA) on your ordering document.



esri[®]

380 New York St
Redlands, CA 92373-8118
Phone: + 190936939363936
Fax #: 909-307-3083

Quotation

Page 3

Date: 06/23/2023

Quotation No: 26152900

Customer No: 551227

Contract No: 00298018.0

Item Qty Material#

Unit Price

Extended Price

US FEDERAL CUSTOMERS: If you are a federal customer or a contractor purchasing on behalf of a federal customer a purchase order is required to receive an invoice. Please email the purchase order to service@esri.com

By signing below, you are authorizing Esri to issue a software support invoice in the amount of USD _____ plus sales tax, if applicable.

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

Signature of Authorized Representative

Date

Name (Please Print)

Title



COMMISSIONERS' COURT AGENDA REQUEST

MADE BY: Jennifer Doss

Office: Human Resources

MEETING DATE: July 10, 2023

SUBJECT: Consider approval of hiring personnel in the Road & Bridge Precinct 3 department.

NAME OF PERSON ADDRESSING COURT: Jennifer Doss

ESTIMATED LENGTH OF PRESENTATION: 5 minutes

EXECUTIVE SESSION REQUESTED: (PLEASE STATE REASON): No

Time for submitting this request for Court to assure that the matter is posted in accordance with Title 5, Chapter 551 and 552, Government Code, is as follows:

Meeting schedule for Mondays: 12:00 P.M. previous Tuesday

DATE REQUEST SUBMITTED: July 3, 2023

THIS REQUEST APPROVED BY: _____



COMMISSIONERS' COURT AGENDA REQUEST

MADE BY: Jennifer Doss

Office: Human Resources

MEETING DATE: July 10, 2023

SUBJECT: Consider approval of authorizing a county phone for the County Engineer.

NAME OF PERSON ADDRESSING COURT: Jennifer Doss

ESTIMATED LENGTH OF PRESENTATION: 5 minutes

EXECUTIVE SESSION REQUESTED: (PLEASE STATE REASON): No

Time for submitting this request for Court to assure that the matter is posted in accordance with Title 5, Chapter 551 and 552, Government Code, is as follows:

Meeting schedule for Mondays: 12:00 P.M. previous Tuesday

DATE REQUEST SUBMITTED: July 3, 2023

THIS REQUEST APPROVED BY: _____



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000151592111.3	Sales Rep	Brianna Arnold
Total	\$75,738.90	Phone	(800) 456-3355, 6186193
Customer #	7717228	Email	Brianna.Arnold@Dell.com
Quoted On	Jun. 21, 2023	Billing To	ROGER BUNKER
Expires by	Jul. 21, 2023		COUNTY OF GILLESPIE
Contract Name	Texas Department of Information Resources (TX DIR)		101 WEST MAIN ST UNIT 4
Contract Code	C000000006841		RM 108
Customer Agreement #	TX DIR-TSO-3763		FREDERICKSBURG, TX 78624
Deal ID	25785832		

Message from your Sales Rep

All Orders are now being processed thru Self-Checkout Online. Simple, Fast and Secure. • Log into Premier Portal to place your order. If you do not have one, ask me how you can get a personalized page. • If you do not have a Premier Page set up yet, You can click & process your order at www.dell.com/qto choose 'Checkout as a Guest'

Regards,
Brianna Arnold

Shipping Group

Shipping To	Shipping Method
ROGER BUNKER COUNTY OF GILLESPIE 97 FREDERICK RD FREDERICKSBURG, TX 78624 (830) 307-6181	Standard Delivery

Product	Unit Price	Quantity	Subtotal
Dell Latitude 5430 Rugged	\$2,524.63	30	\$75,738.90

Subtotal:	\$75,738.90
Shipping:	\$0.00
Non-Taxable Amount:	\$75,738.90
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
<hr/>	
Total:	\$75,738.90

Shipping Group Details

Shipping To

ROGER BUNKER
 COUNTY OF GILLESPIE
 97 FREDERICK RD
 FREDERICKSBURG, TX 78624
 (830) 307-6181

Shipping Method

Standard Delivery

	Quantity	Subtotal
Dell Latitude 5430 Rugged	30	\$75,738.90
Estimated delivery if purchased today: Jul. 10, 2023 Contract # C000000006841 Customer Agreement # TX DIR-TSO-3763		\$2,524.63

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5430 Rugged	210-BCFW	-	30	-
Intel Core Processor i5-1135G7, (QC, 2.4 to 3.8 GHz, 28W, non-vPro)	379-BERT	-	30	-
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP	-	30	-
No Microsoft Office License Included	658-BCSB	-	30	-
Intel® Core™ non-vPro i5-1135G7 with Iris Xe Graphics	338-CCRK	-	30	-
ME Lockout MOD - Manageability	631-ADED	-	30	-
16GB, 2x8GB, 3200 MHz DDR4 Non-ECC	370-AGTH	-	30	-
512GB M.2 PCIe NVMe Class 35 Solid State Drive	400-BMRW	-	30	-
14" Touch 1100 nits WVA FHD (1920 x 1080) 100% sRGB Anti-Glare, Outdoor Viewable	391-BGGI	-	30	-
English US RGB Backlit Sealed Internal keyboard	583-BILF	-	30	-
Intel AX210 WLAN Driver	555-BHCC	-	30	-
Intel AX210 Wireless Card with Bluetooth	555-BHCH	-	30	-
Hot surface warning label	389-ECGC	-	30	-
Primary 3 Cell 53.5 Whr ExpressCharge Capable Battery	451-BCWC	-	30	-
65W Type-C EPEAT Adapter	492-BCXP	-	30	-
No Fingerprint, no Smartcard reader	346-BHQQ	-	30	-
E4 Power Cord 1M for US	537-BBBL	-	30	-
Setup and Features Guide	340-CXCE	-	30	-
Dummy Airbay Cover	325-BEIV	-	30	-
ENERGY STAR Qualified	387-BBPC	-	30	-
Custom Configuration	817-BBBB	-	30	-
Dell Applications for Windows 10	658-BFIO	-	30	-
Mix Ship, Notebook, 5430 Rugged	340-CYJC	-	30	-
CyberLink PowerDirector 21 and PhotoDirector 14 Ultra	634-BYFS	-	30	-
Microphone + IR FHD camera; Touch; WLAN/WWAN antennae; Pogo vehicle docking and RF passthrough	319-BBHT	-	30	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	30	-
Dedicated u-blox NEO GPS Card	540-BDCC	-	30	-
Additional USB-A rear port	590-TFHR	-	30	-

Additional TBT/Type-C port	325-BEJZ	-	30	-
Rigid handle	750-ADPK	-	30	-
ProSupport Plus: Next Business Day Onsite, 2 Years Extended	808-6796	-	30	-
ProSupport Plus: Next Business Day Onsite, 3 Years	808-6797	-	30	-
Dell Limited Hardware Warranty Initial Year	808-6805	-	30	-
ProSupport Plus: Accidental Damage Service, 5 Years	808-6826	-	30	-
ProSupport Plus: Keep Your Hard Drive, 5 Years	808-6827	-	30	-
ProSupport Plus: 7X24 Technical Support, 5 Years	808-6845	-	30	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	30	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	30	-

Subtotal:	\$75,738.90
Shipping:	\$0.00
Estimated Tax:	\$0.00
<hr/>	
Total:	\$75,738.90

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^DELL BUSINESS CREDIT (DBC): Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either \$20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.

Daniel Jones

From: Makenna Parsons <mparsons@jbi-ltd.com>
Sent: Friday, June 16, 2023 9:38 AM
To: Daniel Jones
Subject: JBI SCAAP and SSI Contract Extension
Attachments: Gillespie County SCAAP Renewal 2023.pdf

Good morning Judge Jones,

I'm Makenna Parsons the Regional Account Manager for JBI. The contract between Gillespie County and JBI for our services with the SCAAP and SSI programs will expire on July 9th, 2023. We wish to continue working with you and renew the contract for another 2-year term keeping the same terms and conditions. I have attached the new contract for your review and approval. If you have any questions or need additional information, please feel free to contact me.

Have a great weekend!

Thank you,

Makenna Parsons

Junior Regional Account Manager
972-406-3745
mparsons@jbi-ltd.com

AGREEMENT FOR PROFESSIONAL SERVICES

between
Justice Benefits, Incorporated
and
Gillespie County, Texas

This Agreement is entered into by and between Gillespie County, Texas (hereinafter referred to as the “County”) and Justice Benefits, Inc. as the general partner of JBI, LTD, a Texas limited partnership (hereinafter, collectively referred to as “JBI” or “Contractor”), located at 1711 E. Belt Line Road, Coppell, Texas 75019.

WITNESSETH

WHEREAS, many of the services provided by the County are funded directly by local and state funds when, in fact, some of those services are eligible for Federal Financial Participation (hereinafter “FFP”); and

WHEREAS, JBI is willing and able to provide professional assistance to explore opportunities for new state funding, to review prospects for expansion of existing and new state funding opportunities, new FFP, to review prospects for expansion of existing FFP, and to secure additional FFP as may be appropriate for the County;

NOW, THEREFORE, for and in consideration of these mutual covenants and promises recorded herein, the parties hereto agree as follows.

**ARTICLE I
RESPONSIBILITIES OF JBI**

JBI agrees to perform the following services:

1.01 JBI will review the policies and procedures used by the County to identify such additional Federal, State, and other revenue sources, if any, as may be available to the County through participation in new programs or expansion of existing FFP. These efforts may include any of the following activities: advising the County of the reimbursement opportunity, preparing or enhancing the claim, preparing or assisting with submittal packages, preparing audit files, assisting the County with submittals, assisting the County should it be audited for claims on which the Company assisted, or other related federal revenue enhancement activities.

1.02 JBI will continually monitor for new opportunities of funding. Whenever a new federal or state reimbursement opportunity arises, JBI may notify the County of that opportunity. JBI will strive to identify and optimize all federal and state reimbursement opportunities for the County; but is not obligated to make the County aware of all possible opportunities and shall have no liability for any omission to identify the same. Upon the County signing a written directive and/ or Initiative with JBI for the claiming of federal and/or state dollars, then JBI will be entitled to compensation for that Initiative as set forth in Article V of this Agreement.

**ARTICLE II
RESPONSIBILITIES OF THE COUNTY**

2.01 The County agrees to perform the following activities:

- a. Designate a properly authorized County representative to sign each JBI Initiative of which the County approves.
- b. Designate a contract monitor who shall:
 - i. Be the person responsible for monitoring JBI’s performance under the terms and conditions of this Agreement; and

- ii. Authorize payment for services rendered based upon properly submitted invoices to the County in accordance with Article V of this agreement (i.e. Compensation).
- c. Provide JBI with copies of or access to documents and databases that are necessary for the successful completion of work required by this Agreement.

**ARTICLE III
INITIAL TERM AND RENEWAL**

- 3.01 The term of this Agreement is four (4) years, commencing with the date of this Agreement.
- 3.02 Upon conclusion of the Initial Term, this Agreement may be renewed for two (2) additional two (2) year terms, under the same terms and conditions as set forth herein.
- 3.03 Either Party may terminate this Agreement for Professional Services upon thirty (30) days' written notice to the other Party. County will remain obligated to compensate JBI for any services provided to County prior to the terminated date and County will make payments as set forth in Section 5.

**ARTICLE IV
CONFIDENTIALITY**

- 4.01 The County and JBI mutually agree that the confidentiality of the information obtained by JBI shall be strictly observed, as permitted by law, in any reporting, auditing, invoicing, and evaluation, provided however, that this provision shall be construed as a standard of conduct and not a limitation upon the right to conduct the foregoing activities.

**ARTICLE V
COMPENSATION**

- 5.01 The intent of this Agreement is to compensate JBI for revenues received by the County that are a direct result of JBI's efforts. These efforts may include any or all of the following activities: advising the County of the reimbursement opportunity, preparing or enhancing the claim, preparing submittal packages, preparing audit files, assisting the County with submittals, assisting the County should it be audited for claims on which the Company assisted, or other related federal and/or state revenue enhancement activities. The parties agree JBI will be compensated for revenue sources that directly result from JBI's activities described in the Scope of Services at the rates included in each attached initiative and written directive signed by the county.

❖ Each Initiative and Written Directive signed by the County includes rates at which JBI will be paid.

- 5.02 Unless otherwise agreed or directed by JBI in writing, the County shall make payment to the order of JBI, at 1711 E. Belt Line Road, Coppell, Texas 75019.
- 5.03 Both parties recognize that delays in payment or reimbursement to the County by the Federal or State government may occur. JBI will be reimbursed within thirty (30) days after funds are actually received by the County and an accurate invoice is delivered to the County by JBI, even if those receipts occur beyond the term of this Agreement.
- 5.04 JBI shall have the right to review the County's claims, grant awards, and such books, records, and other documents as may be required to ensure that the payment of JBI's fees is in accordance with this Agreement.

ARTICLE VI NOTIFICATION

6.01 Any notice, specifications, reports, or other written communications from JBI to the County shall be considered delivered when posted by certified mail. Any notice, delivered by certified mail to JBI at the address on the first paragraph of this Agreement shall be considered delivered when posted.

ARTICLE VII MISCELLANEOUS PROVISIONS

7.01 **Authority.** All necessary approvals for the execution of this Agreement have been obtained and each person executing this agreement on behalf of the County is authorized to execute this Agreement as the binding act of the County. Some programs require a submission with digital signature from an authorized elected official of the County. Contractor will prepare the claim and then provide step-by-step instructions for the authorized County official to complete the online form.

7.02 **Changes to be in Writing.** This Agreement may be modified to include additional work the County desires to be completed on a fixed or contingent fee basis with the written consent of both parties.

7.03 **Choice of Law, Forum Selection and Alternative Dispute Resolution.** Once records are made available, the claim preparation work will be performed by the Contractor at its headquarters in Dallas County, Texas. This Agreement shall be governed by the laws of the State of California and any disputes shall be resolved in said state. The parties prefer informal resolution of any disputes. Prior to filing litigation, the parties shall discuss participating in alternative dispute resolution, including a pre-suit mediation or settlement conference.

7.04 **Counterparts.** This Agreement and the Initiatives that follow may be executed in separate counterparts, each of which shall be deemed to be an original, and such counterparts shall together constitute but one and the same document.

7.05 **Entire Agreement.** This Agreement and its attachments (including all approved Initiatives), if any, contain the entire Agreement between the Contractor and the County. Any previous proposals, offers, discussions, preliminary understandings, and other communications relative to this Agreement, oral or written, are hereby superseded by this Agreement.

7.06 **Force Majeure.** Contractor shall be excused from performance during any delay beyond the time named for the performance of this contract caused by any act of God, war, civil disorder, strike or other cause beyond its reasonable control.

7.07 **Headings.** The headings used herein are for convenience only and shall not limit the construction or interpretation hereof.

7.08 **Inconsistencies.** Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.

7.09 **Indemnification.** Contractor agrees to indemnify the County, its officers, employees, and agents for injury to persons or property, including contractor, its officers, employees or agents, the County, its officers, employees or agents, or other persons where such injury proximately results from an intentional act or omission of the Contractor or its employees.

7.10 **Independent Contractor.** Contractor shall be considered an independent contractor and not an employee of the County. Contractor shall be solely responsible for paying its own staff and the out-of-pocket expenses it incurs in providing services hereunder. Contractor shall also maintain general liability insurance at its own expense, in addition to workers' compensation coverages as may be required by law and will provide proof of insurance to the County upon twenty (20) days' notice.

7.11 **Interest.** In the event a written invoice for services provided under this Agreement remains unpaid for sixty (60) days, the claimant shall be entitled to interest at the highest rate allowed by law.

7.12 **Non-Discrimination.** In performing this Agreement, contractor agrees it will not engage in discrimination in employment of persons because of the race, color, sex, national origin or ancestry, or religion of such persons.

7.13 **Prohibition against Assignment.** There shall be no assignment or transfer of this Agreement without the prior written consent of both parties hereto, except as follows: Contractor shall be permitted to assign its right to be paid by the County after completing its work on an Initiative.

7.14 **Rule of Construction.** Each party and its legal counsel have been afforded the opportunity to review and revise this Agreement. The normal rule of construction to the effect that any ambiguities are to be resolved against

the drafting party shall not be employed in the interpretation of this Agreement or any amendments of exhibits hereto.

7.15 **Severability.** Each paragraph and provision hereof is severable from the entire Agreement and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

7.16 **Terminology and Definitions.** All personal pronouns used herein, whether used in the masculine, feminine or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

7.17 **Waiver.** The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

IN WITNESS WHEREOF, the undersigned parties are fully authorized by the County and the Company respectively to execute this Agreement as of the date written below, as well as JBI Initiatives as federal and/or state reimbursement opportunities arise from time to time.

EXECUTED THIS _____ DAY OF _____, 2023

AGREED:

Gillespie County, TX

ACCEPTED BY:

**JBI, LTD., a Texas Limited Partnership
By: Justice Benefits, Inc., a Texas Corporation
Its: Corporate General Partner**

Signature

Print Name

Title

Address: _____

By: 
Kelsey Frye

**Vice President
1711 East Belt Line Road
Coppell, Texas 75019**

A) Description of JBI's Contribution:

JBI recognizes that Gillespie County, Texas is being underpaid for housing undocumented criminal aliens. JBI will develop the cost data, secure the necessary data required to document qualified inmates, and prepare the Alien Assistance claims. JBI will work with the Sheriff's Department to optimize future claims by securing 100% allowable data related to inmates.

B) Fee Structure:

- ❖ JBI will be paid its fees per its contract with Gillespie County, Texas on all amounts generated from this program. The contingency fee is twenty-two percent (22%)
- ❖ Payments shall be made within thirty (30) days of invoicing.
- ❖ In the unlikely event any funds recovered through this program by the County is subsequently disallowed, the related fees paid to JBI will be credited against future payments or promptly repaid to County. JBI's liability is limited to the amount paid or owed to JBI.

C) Agreed, JBI may proceed with this Initiative:

Gillespie County, TX:

Name

Date

Title

Justice Benefits, Inc.:

Kelsey Frye
Kelsey Frye
Vice President

6/15/2023
Date

A) Description of JBI's Contribution:

Justice Benefits, Inc. (JBI) recognizes that Gillespie County, Texas qualifies for awards from the Social Security Administration (SSA) on the Supplemental Security Income (SSI) program. Gillespie County, Texas will submit data to JBI for preparation and submittal of the SSI claim. JBI will sort the inmate data to identify those inmates that may be submitted for SSI, prepare the application, format the data according to guidelines established by SSA, and submit all necessary information to SSA on a monthly basis. If needed, JBI will assist Gillespie County, Texas in putting a contract in place with SSA to file these claims.

B) Fee Structure:

- ❖ JBI will be paid its fees per its contract with Gillespie County, Texas on all amounts generated from this program. The contingency fee is twenty-two percent (22%).
- ❖ Payments shall be made within thirty (30) days of invoicing.
- ❖ In the unlikely event any funds recovered through this program by the County is subsequently disallowed, the related fees paid to JBI will be credited against future payments or promptly repaid to County. JBI's liability is limited to the amount paid or owed to JBI.

C) Agreed, JBI may proceed with this Initiative:

Gillespie County, TX:

Name

Date

Justice Benefits, Inc.:

Title

Kelsey Frye
Kelsey Frye
Vice President

6/15/2023
Date



End-User AED TRADE-IN PROGRAM

Jan 1st 2023 – Jun 30th 2023

Max Trade Values

Cardiac Science		
<input type="checkbox"/>	Powerheart G3 Plus* <small>*Model # must begin w/ 9390 *Manufacture date must be 2011-newer</small>	\$100
<input type="checkbox"/>	Powerheart G3 Pro	\$200
<input type="checkbox"/>	Powerheart G5	\$400
ZOLL		
<input type="checkbox"/>	AED Plus	\$300
<input type="checkbox"/>	AED Pro	\$500
Physio-Control		
<input type="checkbox"/>	LIFEPAK CR Plus* <small>*MFR date 2014 – current yr \$275 **MFR date 2013 – older = \$100</small>	\$275 \$100
<input type="checkbox"/>	LIFEPAK Express	\$50
<input checked="" type="checkbox"/>	LIFEPAK 1000	\$300
HeartSine		
<input type="checkbox"/>	Samaritan Pad 450	\$250
<input type="checkbox"/>	Samaritan Pad 350/360	\$150
Philips		
<input type="checkbox"/>	FRx	\$150
<input type="checkbox"/>	Onsite	\$150
Defibtech		
<input checked="" type="checkbox"/>	Lifeline	\$50
<input type="checkbox"/>	Lifeline VIEW	\$200

Company/Name to Appear on Check (Please Print): Gillespie County Sheriff's Office

Contact: Lt. Brian Pehl Company: _____

Address: 1601 East Main Street

City: Fredericksburg State: TX Zip: 78624

Phone: (830) 997-7585 Email: bpehl@gillespiecounty.org

Check beside eligible AED model being traded and provide serial number of trade-in unit(s) below. If more than 4 units, please send separate attachment of all serial numbers.

**For trade-ins of 25+ units, please contact to verify price eligibility for large quantity.*

SN 38349553 (Lifepak 1000) SN 38349551 (Lifepak 1000)

SN 40842368 (Lifepak 1000) SN 40725509 (Lifepak 1000)

38349549 (Lifepak 1000) 101211088 (Defibtech Lifeline)

Please include completed form with your eligible trade-in AED(s) and mail to the address below to obtain a rebate check. Check will be sent to the name and address completed on form above within 2-4 weeks of receipt of AED(s). Customer is responsible for all shipping costs.

If check should be sent to separate location than AED source, please attach additional address info.

For questions, please contact distributorsupport@zoll.com or 888-851-8584.

Send completed form with eligible AEDs to:

ZOLL AED Rebate Center
1001 Flagpole Ct.
Brentwood, TN 37027

To Qualify: Units must be U.S. units, currently supported, not have any major cosmetic issues, pass self-test and not be on any recall list.

****Pricing & specific eligibility subject to change based on market conditions.**

Free Disposal For:

- Cardiac Science G3 9300 model
- Cardiac Science G3 9390 model
Manufacture date 2010 and older
- CardioVive
- LIFEPAK 500
- HeartSine 300
- Philips ForeRunner or FR-2
- Philips FR-3
- Welch Allyn AED 10 or 20

Purchased ZOLL AED Serial # _____



QUOTE

22 Years at the **Heart** of Business

sales@safetymed.com
800.398.8911

Our approved BuyBoard Vendor Number is 704-23, providing you with the lowest prices available.

Quote No. 2302487-1287
Expiration Date 7/29/2023
Terms NET30

Prepared By Tad Overstreet
Email tad@safetymed.com
Phone (800) 398-8911

Contact Name Brian Pehl
Email bpehl@gillespiecounty.org
Phone (830) 997-7585

Bill To:
Gillespie County Sheriff's Office
1601 East Main Street
Fredericksburg, TX 78624
bpehl@gillespiecounty.org

Ship To:
Gillespie County Sheriff's Off
Brian Pehl
Brian Pehl 1601 East Main Street
Fredericksburg, TX 78624

Product	Product Description	Item #	Item Quantity	Sales Price	Total Price
Cardiac Science G5 Powerheart AED Device, Fully-Automatic Bundle	- AED Automatically delivers Defibrillation - 8 Year Manufacturer's AED Device Warranty - 1 Pair of iCPR Feedback Electrode Pads - Lithium Battery (4 year warranty) - Owners Manual - AED Demo DVD - AED Inspection Tag - CPR Rescue Kit includes: CPR Mask, Protective Gloves, Emergency Scissors, Prep Razor, & Disinfect Wipes	G5A-80C-S-SM	5	\$1,599.00	\$7,995.00
Shipping		Shipping	5	\$25.00	\$125.00

Subtotal \$8,120.00
Grand Total \$8,120.00

Quote Notes Authorized ZOLL Cardiac Science Vendor # 148891

Order today, ship within 24 hours based on product availability at time of order.

Payment terms are as stated plus ship fee & applicable sales tax • Return Policy available at safetymed.com/about-us/returns

SafetyMed • 5773 Woodway Drive, Suite 214 • Houston, TX 77057-1501

Daniel Jones

From: Dennis Neffendorf
Sent: Thursday, July 6, 2023 10:28 AM
To: Pansy Benedict; Keith Crenwelge; Daniel Jones
Subject: Agenda for 7/10/2023

Pansy please place on the agenda.

*Ranger Excavating Inc has offered topsoil to Gillespie County at the Fredericksburg Middle School on Friendship Lane for use on county roads.

Dennis W. Neffendorf
Gillespie County Commissioner #3