



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 9/14/2015**  
**OPEN SESSION**

<b>SUBJECT</b>	Commissioners Court Meeting Minutes
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	County Clerk's Office Sally W. Peters, Deputy Clerk/Administrative Assistant
<b>PHONE # OR EXTENSION #</b>	830-249-9343, ext. 212
<b>TIME NEEDED FOR PRESENTATION</b>	1 minute
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on approval of the Minutes for August 24, 2015.
<b>REASON FOR AGENDA ITEM</b>	To approve the Minutes from previous Commissioners Court meeting.
<b>IS THERE DOCUMENTATION</b>	After approval, the minutes will be posted on the County website.
<b>WHO WILL THIS AFFECT?</b>	The public
<b>ADDITIONAL INFORMATION</b>	None



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 9/14/2015**  
**OPEN SESSION**

<b>SUBJECT</b>	FY2015 Budget Adjustments
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	County Auditor's Office Corinna Speer, County Auditor
<b>PHONE # OR EXTENSION #</b>	830-249-9343, Ext. # 240
<b>TIME NEEDED FOR PRESENTATION</b>	5 Minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on the approval of FY2015 Budget Adjustments and Emergency Declarations.
<b>REASON FOR AGENDA ITEM</b>	To correctly allocate funds needed in the budget.
<b>IS THERE DOCUMENTATION</b>	Yes Financial Transparency Link / County Auditor Web Page
<b>WHO WILL THIS AFFECT?</b>	Department Heads requesting adjustments
<b>ADDITIONAL INFORMATION</b>	None

TO: KENDALL COUNTY COMMISSIONER'S COURT

FROM: COUNTY AUDITOR'S OFFICE

DATE: SEPTEMBER 14, 2015

THE FOLLOWING BUDGET ADJUSTMENTS HAVE BEEN REQUESTED BY VARIOUS COUNTY OFFICIALS AND CAN BE MADE THROUGH NORMAL BUDGET AMENDMENT PROCEDURES.

A BUDGET ADJUSTMENT IS NEEDED IN THE COUNTY COMMISSIONERS BUDGET FOR CONTINGENCIES-JAIL EXPENSES.

10-401-56070	CONTINGENCIES - JAIL	+	84,000
10-401-56023	CONTINGENCIES - EMS	-	84,000

A BUDGET ADJUSTMENT IS NEEDED IN THE COUNTY CLERK'S BUDGET FOR POSTAGE EXPENSES.

10-403-53110	POSTAGE	+	1,000
10-409-54820	PROPERTY & LIAB INSURANCE	-	1,000

A BUDGET ADJUSTMENT IS NEEDED IN THE ANIMAL CONTROL'S BUDGET FOR MISCELLANEOUS EXPENSES.

10-408-53330	OPERATING	+	1,000
10-408-54240	INTERNET SERVICES	+	10
10-408-54300	BIDDING & NOTICES	+	25
10-408-54861	CONTRACT SERVICES	+	500
10-408-55200	VEHICLE PURCHASE	+	3,600
10-408-54050	MEDICAL-OTHER	-	1,535
10-408-53300	FUEL & OIL	-	3,600

A BUDGET ADJUSTMENT IS NEEDED IN THE NON-DEPARTMENTAL BUDGET FOR AUTOPSY EXPENSES.

10-409-54051	AUTOPSY	+	7,000
10-409-54820	PROPERTY & LIAB INSURANCE	-	7,000

A BUDGET ADJUSTMENT IS NEEDED IN THE DISTRICT CLERK'S BUDGET FOR MISCELLANEOUS EXPENSES.

10-450-53100	OFFICE SUPPLIES	+	200
10-450-53110	POSTAGE	+	150
10-450-54620	LEASE-OFFICE EQUIPMENT	+	20
10-450-53330	OPERATING	-	200
10-450-54270	CONFERENCE/TRAINING	-	170

A BUDGET ADJUSTMENT IS NEEDED IN THE JUSTICE OF THE PEACE PRECINCT THREE'S BUDGET FOR POSTAGE EXPENSES.

10-457-53110	POSTAGE	+	30
10-457-54200	TELEPHONE	-	30

A BUDGET ADJUSTMENT IS NEEDED IN THE COUNTY ATTORNEY'S BUDGET FOR MISCELLANEOUS EXPENSES.

10-475-54020	LEGAL	+	310
10-475-54240	INTERNET SERVICES	+	200
10-475-54270	CONFERENCE/TRAINING	-	510

A BUDGET ADJUSTMENT IS NEEDED IN THE COUNTY AUDITOR'S BUDGET FOR MISCELLANEOUS EXPENSES.

10-495-53100	OFFICE SUPPLIES	+	400
10-495-54200	TELEPHONE	+	25
10-495-54061	COUNTY APPRAISAL DISTRICT	-	400
10-495-54300	BIDDING & NOTICES	-	25

TO: KENDALL COUNTY COMMISSIONER'S COURT

FROM: COUNTY AUDITOR'S OFFICE

DATE: SEPTEMBER 14, 2015

THE FOLLOWING BUDGET ADJUSTMENTS HAVE BEEN REQUESTED BY VARIOUS COUNTY OFFICIALS AND CAN BE MADE THROUGH NORMAL BUDGET AMENDMENT PROCEDURES.

A BUDGET ADJUSTMENT IS NEEDED IN THE HUMAN RESOURCE'S BUDGET FOR POSTAGE EXPENSES.

10-496-53110	POSTAGE	+	25
10-496-54300	BIDDING & NOTICES	-	25

A BUDGET ADJUSTMENT IS NEEDED IN THE TREASURER'S BUDGET FOR AWARDS EXPENSES.

10-497-53130	AWARDS	+	30
10-497-53100	OFFICE SUPPLIES	-	30

A BUDGET ADJUSTMENT IS NEEDED IN THE COURTHOUSE & RELATED BUILDINGS BUDGET FOR MISCELLANEOUS EXPENSES.

10-510-53330	OPERATING	+	1,000
10-510-54240	INTERNET SERVICES	+	700
10-510-54400	UTILITIES	+	66,000
10-510-54500	BUILDINGS - REPAIR & MAINT	+	5,000
10-510-55900	OTHER CAPITAL OUTLAY	+	10,100
10-510-53360	UNIFORMS	-	2,000
10-510-54860	CONTRACT LABOR	-	4,800
10-401-56023	CONTINGENCIES -EMS	-	75,300
10-409-54820	PROPERTY & LIAB INSURANCE	-	700

A BUDGET ADJUSTMENT IS NEEDED IN THE LAW ENFORCEMENT CENTER'S BUDGET FOR MISCELLANEOUS EXPENSES.

10-512-53330	OPERATING	+	3,000
10-512-54050	MEDICAL - OTHER	+	100,000
10-512-54630	RENT - OTHER EQUIPMENT	+	10
10-512-56072	PRISONER HOUSING	+	16,350
10-512-53315	FOOD	-	10,010
10-512-54076	JAIL BILLING COLLECTIONS	-	3,000
10-512-54270	CONFERENCE/TRAINING	-	3,000
10-512-54523	SOFTWARE MAINTENANCE	-	2,350
10-512-54290	PRISONER TRANSPORT	-	1,000
10-401-56023	CONTINGENCIES - EMS	-	100,000

A BUDGET ADJUSTMENT IS NEEDED IN THE EMS'S BUDGET FOR VEHICLE REPAIR AND MAINTENANCE EXPENSES.

10-540-54540	VEHICLE - REPAIR & MAINT	+	1,000
10-540-54270	CONFERENCE/TRAINING	-	1,000

A BUDGET ADJUSTMENT IS NEEDED IN THE BERGHEIM VFD'S BUDGET FOR MISCELLANEOUS EXPENSES.

10-542-53330	OPERATING	+	3,176
10-542-54500	BUILDINGS - REPAIR & MAINT	+	3,335
10-542-54200	TELEPHONE	-	95
10-542-54240	INTERNET SERVICES	-	80
10-542-54999	OTHER SERVICES & CHARGES	-	333
10-542-54540	VEHICLE - REPAIR & MAINT	-	4,919
10-542-56510	ALLOCATIONS - CAPITAL EXPENSES	-	1,084



TO: KENDALL COUNTY COMMISSIONER'S COURT

FROM: COUNTY AUDITOR'S OFFICE

DATE: SEPTEMBER 14, 2015

THE FOLLOWING BUDGET ADJUSTMENTS HAVE BEEN REQUESTED BY VARIOUS COUNTY OFFICIALS AND CAN BE MADE THROUGH NORMAL BUDGET AMENDMENT PROCEDURES.

A BUDGET ADJUSTMENT IS NEEDED IN THE RURAL FIRE BUDGET FOR ALLOCATIONS - WARING EXPENSES.

10-545-56516	ALLOCATIONS - WARING	+	2,282
10-549-53300	FUEL & OIL	-	233
10-549-53330	OPERATING	-	701
10-549-54240	INTERNET SERVICES	-	50
10-549-54510	MACHINERY - REPAIR & MAINT	-	841
10-549-54531	SMALL EQUIP-REPAIR & MAINT	-	63
10-549-54540	VEHICLE - REPAIR & MAINT	-	394

A BUDGET ADJUSTMENT IS NEEDED IN THE KENDALIA VFD'S BUDGET FOR MISCELLANEOUS EXPENSES.

10-547-53330	OPERATING	+	2,097
10-547-54540	VEHICLE - REPAIR & MAINT	+	484
10-547-53100	OFFICE SUPPLIES	-	484
10-547-54050	MEDICAL - OTHER	-	52
10-547-54200	TELEPHONE	-	324
10-547-54270	CONFERENCE/TRAINING	-	322
10-547-54500	BUILDINGS - REPAIR & MAINT	-	698
10-547-54530	RADIO/RADAR - REPAIR & MAINT	-	530
10-547-54531	SMALL EQUIP - REPAIR & MAINT	-	171

A BUDGET ADJUSTMENT IS NEEDED IN THE WARING VFD'S BUDGET FOR MISCELLANEOUS EXPENSES.

10-549-54200	TELEPHONE	+	20
10-549-54400	UTILITIES	+	150
10-549-53330	OPERATING	-	170

A BUDGET ADJUSTMENT IS NEEDED IN THE CONSTABLE PRECINCT TWO'S BUDGET FOR TELEPHONE EXPENSE.

10-552-54200	TELEPHONE	+	20
10-552-53300	FUEL & OIL	-	20

A BUDGET ADJUSTMENT IS NEEDED IN THE SHERIFF DEPARTMENT'S BUDGET FOR VEHICLE REPAIR & MAINTENANCE EXPENSES.

10-560-54540	VEHICLE - REPAIR & MAINTENANCE	+	3,000
10-560-55510	DATA PROCESSING EQUIPMENT	-	3,000

A BUDGET ADJUSTMENT IS NEEDED IN THE DEVELOPMENT MANAGEMENT'S BUDGET FOR MISCELLANEOUS EXPENSES.

10-590-53100	OFFICE SUPPLIES	+	100
10-590-53110	POSTAGE	+	60
10-590-53300	FUEL & OIL	+	1,000
10-590-54200	TELEPHONE	+	30
10-590-54210	CELLULAR PHONES	+	200
10-409-54820	PROPERTY & LIAB INSURANCE	-	1,390

TO: KENDALL COUNTY COMMISSIONER'S COURT

FROM: COUNTY AUDITOR'S OFFICE

DATE: SEPTEMBER 14, 2015

THE FOLLOWING BUDGET ADJUSTMENTS HAVE BEEN REQUESTED BY VARIOUS COUNTY OFFICIALS AND CAN BE MADE THROUGH NORMAL BUDGET AMENDMENT PROCEDURES.

A BUDGET ADJUSTMENT IS NEEDED IN THE COUNTY SOLID WASTE BUDGET FOR WASTE DISPOSAL - SPANISH PASS EXPENSES.

10-595-54430	WASTE DISPOSAL - SPANISH PASS	+	12,000
10-401-56023	CONTINGENCIES - EMS	-	12,000

A BUDGET ADJUSTMENT IS NEEDED IN THE COUNTY HEALTH & WELFARE'S BUDGET FOR SOFTWARE MAINTENANCE EXPENSES.

10-635-54523	SOFTWARE MAINTENANCE	+	64
10-635-54520	OFFICE EQUIP - REPAIR & MAINT	-	64

A BUDGET ADJUSTMENT IS NEEDED IN THE PARKS DEPARTMENT'S BUDGET FOR OTHER CAPITAL OUTLAY EXPENSES.

10-660-55900	OTHER CAPITAL OUTLAY	+	5,500
10-401-56094	CONTINGENCIES - RENOVATIONS	-	5,500

A BUDGET ADJUSTMENT IS NEEDED IN THE COUNTY EXTENSION SERVICE'S BUDGET FOR VEHICLE REPAIR AND MAINTENANCE EXPENSES.

10-665-54540	VEHICLE - REPAIR & MAINT	+	2,000
10-665-53300	FUEL & OIL	-	2,000

A BUDGET ADJUSTMENT IS NEEDED IN THE ROAD & BRIDGE FUND'S BUDGET FOR OPERATING EXPENSES.

11-620-53330	OPERATING	+	2,500
11-620-53615	AGGREGATES & EMULSIONS	-	2,500

A BUDGET ADJUSTMENT IS NEEDED IN THE COURT REPORTER SERVICE FUND'S BUDGET FOR OTHER SERVICES & CHARGES EXPENSES.

16-435-54999	OTHER SERVICES & CHARGES	+	356
16-435-53100	OFFICE SUPPLIES	-	356

A BUDGET ADJUSTMENT IS NEEDED IN THE JUVENILE PROBATION'S BUDGET FOR POSTAGE EXPENSES.

35-570-53110	POSTAGE	+	20
35-570-54540	VEHICLE - REPAIR & MAINT	-	20

A BUDGET ADJUSTMENT IS NEEDED IN THE HERFF ROAD FUND'S BUDGET FOR RIGHT OF WAY EXPENSES.

71-409-55160	RIGHT OF WAY EXPENSES	+	126,070
71-409-54861	CONTRACT SERVICES	-	126,070

TO: KENDALL COUNTY COMMISSIONER'S COURT

FROM: COUNTY AUDITOR'S OFFICE

DATE: SEPTEMBER 14, 2015

THE FOLLOWING BUDGET ADJUSTMENTS REQUIRE EMERGENCY DECLARATIONS FOR BUDGETARY PURPOSES DUE TO FUNDS NEEDED IN EXCESS OF BUDGETED AMOUNT.

**REVENUE:**

10-333-43210	SHERIFF -NRA FOUNDATION GRANT	+	2,789
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**EXPENSE:**

10-560-53900	GRANT EXPENDITURES	+	2,789
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**REVENUE:**

16-390-46750	FUND BALANCE TO BE EXPENDED	+	4,825
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**EXPENSE:**

16-435-55900	OTHER CAPITAL OUTLAY	+	4,825
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**KENDALL COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

**COMMISSIONER COURT DATE: 9/14/2015**

**OPEN SESSION**

<b>SUBJECT</b>	Accounts Payable Claims
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Auditor's Office Corinna Speer, County Auditor
<b>PHONE # OR EXTENSION #</b>	830-249-9343, Ext. 240
<b>TIME NEEDED FOR PRESENTATION</b>	5 Minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on the approval of accounts payable claims for purchases, services and vendors.
<b>REASON FOR AGENDA ITEM</b>	To pay current accounts payable claims.
<b>IS THERE DOCUMENTATION</b>	Yes Financial Transparency Link / County Auditor Web Page
<b>WHO WILL THIS AFFECT?</b>	Departments that have AP claims
<b>ADDITIONAL INFORMATION</b>	None



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 9/14/2015**

**OPEN SESSION**

<b>SUBJECT</b>	Use of County Facility for Monthly VFW Meetings
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Frank Hill, VFW Post 688 Adjutant Darrel L. Lux, County Judge
<b>PHONE # OR EXTENSION #</b>	830-249-9343, ext. 213
<b>TIME NEEDED FOR PRESENTATION</b>	3 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action to allow VFW Post 688 to hold monthly meetings at the County Courthouse or a County-owned facility.
<b>REASON FOR AGENDA ITEM</b>	VFW Post 688 currently meets at the Boerne Civic Center. The Civic Center is scheduled to become the new location for the YMCA and will no longer be available as a meeting space.
<b>IS THERE DOCUMENTATION</b>	No
<b>WHO WILL THIS AFFECT?</b>	VFW Post 688
<b>ADDITIONAL INFORMATION</b>	None



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 9/14/2015</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	August 2015 Sales tax report
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Treasurer's office Sheryl D'Spain
<b>PHONE # OR EXTENSION #</b>	830-249-9343 ext. 220
<b>TIME NEEDED FOR PRESENTATION</b>	2 minutes
<b>WORDING OF AGENDA ITEM</b>	Presentation of August 2015 Sales Tax report
<b>REASON FOR AGENDA ITEM</b>	To report on the portion of sales tax reimbursed from the State Comptroller's office.
<b>IS THERE DOCUMENTATION</b>	Yes, the report is on the County Website under departments, County Treasurer
<b>WHO WILL THIS AFFECT?</b>	Countywide
<b>ADDITIONAL INFORMATION</b>	None



**Sheryl D'Spain**

Kendall County Treasurer

201 E. San Antonio, Suite 302 • Boerne, TX. 78006

830-249-9343 ext. 220 • Fax 830-249-9340

sheryl.dspain@co.kendall.tx.us

September 14, 2015

TO: Honorable Darrel Lux, County Judge  
Honorable Mike Fincke, Commissioner, Pct. 1  
Honorable Richard Elkins, Commissioner, Pct. 2  
Honorable Tommy Pfeiffer, Commissioner, Pct. 3  
Honorable Royce Steubing, Commissioner, Pct. 4

RE: Comparison report for the collection of sales tax in Kendall County

In August, Kendall County received collections of \$ 294,856.33 for the month of June 2015. This figure is up 13.87 % from June collections the previous year. Our year-to-date collections are \$ 1,962,213.76 an increase of 8.26 % from last year.

A handwritten signature in cursive script that reads "Sheryl D'Spain".

Sheryl D'Spain  
Treasurer

Sales Tax Report-2015

Sales tax collection for month	Month collection received	Sales Tax Collection 2014	Sales Tax Collection 2015	% change from 2014	% change from previous month collection	2014 sales tax collections Year to date	2015 sales tax collections year to date	% change from 2014
Nov 2014	JANUARY 2015	202,556.19	230,013.56	13.55%	5%	202,556.19	230,013.56	13.55%
Dec 2014	FEBRUARY 2015	258,401.26	303,520.45	17.46%	32%	460,957.45	533,534.01	15.74%
Jan 2015	MARCH 2015	176,917.89	209,022.49	18.14%	31%	637,875.34	742,556.50	16.41%
Feb 2015	APRIL 2015	208,281.16	204,156.87	-1.98%	-2%	846,156.50	946,713.37	11.88%
Mar 2015	MAY 2015	238,820.91	260,450.72	9.05%	28%	1,084,977.41	1,207,164.09	11.26%
Apr 2015	JUNE 2015	245,872.37	237,537.22	-3%	-9%	1,330,849.78	1,444,701.31	8.55%
May 2015	JULY 2015	222,710.27	222,656.12	-.02%	-6.2%	1,553,560.05	1,667,357.43	7.32%
Jun 2015	AUGUST 2015	258,922.32	294,856.33	13.87%	14%	1,812,482.37	1,962,213.76	8.26%
Jul 2015	SEPTEMBER 2015	240,661.23				2,053,143.60		
Aug 2015	OCTOBER 2015	220,789.67				2,273,933.27		
Sep 2015	NOVEMBER 2015	254,621.53				2,528,554.80		
Oct 2015	DECEMBER 2015	242,623.76				2,771,178.56		

\*\*covering payments from Nov 2014-Oct 2015





## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 9/14/2015</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	Cash Summary June 2015
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Sheryl D'Spain Treasurer
<b>PHONE # OR EXTENSION #</b>	830-249-9343 ext 220
<b>TIME NEEDED FOR PRESENTATION</b>	2 minutes
<b>WORDING OF AGENDA ITEM</b>	Discuss and approve cash summary for June 2015
<b>REASON FOR AGENDA ITEM</b>	This report is made in compliance with the provisions of Chapter 114.026 of the Local Government Code, which requires regular reporting of financial transactions for the County funds to the Commissioners Court.
<b>IS THERE DOCUMENTATION</b>	Yes, the report is on the County website under departments, County Treasurer
<b>WHO WILL THIS AFFECT?</b>	Countywide
<b>ADDITIONAL INFORMATION</b>	None

**KENDALL COUNTY SUMMARY OF CASH BALANCES**  
**FOR THE MONTH ENDING June 30, 2015**

FUNDS	BEG BALANCE	REVENUES	EXPENDITURES	*TRANSFERS IN	*TRANSFERS OUT	ENDING BALANCE
10-General*	\$ 691,936.88	\$ 595,688.82	\$ 2,066,045.89	\$ -	\$ -	\$ (778,420.19)
11-Road and Bridge*	\$ 773,166.42	\$ 799,183.31	\$ 75,550.19	\$ -	\$ -	\$ 1,496,799.54
12-EMS Donations*	\$ 25,021.85	\$ -	\$ 139.96	\$ -	\$ -	\$ 24,881.89
13-Courthouse Security*	\$ 118,360.63	\$ 1,797.81	\$ 1,321.46	\$ -	\$ -	\$ 118,836.98
14-Animal Facility Donations*	\$ 11,969.85	\$ 480.03	\$ -	\$ -	\$ -	\$ 12,449.88
15-Lateral Road & Bridge*	\$ 129,335.80	\$ -	\$ -	\$ -	\$ -	\$ 129,335.80
16-Court Reporter Service*	\$ 59,763.75	\$ 1,155.00	\$ 360.00	\$ -	\$ -	\$ 60,558.75
17-Hot Check*	\$ 20,815.60	\$ 105.04	\$ -	\$ -	\$ -	\$ 20,920.64
18-911 Project*	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
19-Records Mgmt(Cnty Clerk)*	\$ 322,465.66	\$ 8,928.70	\$ -	\$ -	\$ -	\$ 331,394.36
20-Law Library*	\$ 10,662.41	\$ 2,695.00	\$ 1,640.37	\$ -	\$ -	\$ 11,717.04
21-Justice Court Technology*	\$ 17,853.19	\$ 627.16	\$ -	\$ -	\$ -	\$ 18,480.35
22-Justice Court Bldg Security*	\$ 19,641.26	\$ 154.77	\$ -	\$ -	\$ -	\$ 19,796.03
23-County & District Technology*	\$ 6,723.52	\$ 337.00	\$ -	\$ -	\$ -	\$ 7,060.52
24-Alternative Dispute Resolution*	\$ 4,535.21	\$ 1,200.00	\$ -	\$ -	\$ -	\$ 5,735.21
25-District Clerk Records Mgmt*	\$ 63,227.15	\$ 1,698.18	\$ 773.43	\$ -	\$ -	\$ 64,151.90
26-County Clerk Rec. Archive Fund*	\$ 113,972.82	\$ 8,490.00	\$ -	\$ -	\$ -	\$ 122,462.82
27-Vital Statistics Records*	\$ 816.00	\$ 53.00	\$ -	\$ -	\$ -	\$ 869.00
28-Pre Trial Intervention*	\$ 4,174.00	\$ 1,324.00	\$ -	\$ -	\$ -	\$ 5,498.00
29-LEOSE Training*	\$ 41,473.14	\$ -	\$ -	\$ -	\$ -	\$ 41,473.14
33-Juv Probation-State Grant*	\$ 22,874.44	\$ 17,804.11	\$ 12,820.58	\$ -	\$ -	\$ 27,857.97
34-Juv Probation Title IV E*	\$ 84,633.48	\$ 3.51	\$ -	\$ -	\$ -	\$ 84,636.99
35-Juvenile Probation*	\$ (85,580.48)	\$ 130.00	\$ 4,422.78	\$ -	\$ -	\$ (89,873.26)
41-MVDIT Interest*	\$ 787.12	\$ -	\$ -	\$ -	\$ -	\$ 787.12
42-Special Election Fund*	\$ 13,938.17	\$ 5,511.25	\$ -	\$ -	\$ -	\$ 19,449.42
50-Crime Victims Grant*	\$ (31,261.96)	\$ -	\$ 9,972.96	\$ -	\$ -	\$ (41,234.92)
80-Tobacco Settlement *	\$ 35,280.24	\$ -	\$ -	\$ -	\$ -	\$ 35,280.24
81-Historical Commission*	\$ 12,283.38	\$ -	\$ -	\$ -	\$ -	\$ 12,283.38
82-Economic Development Corp.*	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
84-S.O. Abandoned Vehicles*	\$ 4,952.75	\$ -	\$ -	\$ -	\$ -	\$ 4,952.75
93-Texas State Fees*	\$ 216,478.87	\$ 29,888.38	\$ 16.00	\$ -	\$ -	\$ 246,351.25
62-Series 2007 Lim.TaxGen	\$ 26,701.92	\$ 3,249.25	\$ -	\$ -	\$ -	\$ 29,951.17
63-Series 2013 UnLim.Tax Road Bond	\$ 78,088.51	\$ 8,181.12	\$ -	\$ -	\$ -	\$ 86,269.63
64-Series 2014 Limited Tax Rfnding	\$ 65,602.10	\$ 6,797.61	\$ -	\$ -	\$ -	\$ 72,399.71
71-Herff Road Project**	\$ (240,099.83)	\$ 1.60	\$ 117,921.56	\$ 500,000.00	\$ -	\$ 141,980.21
90-Trust Account	\$ 745.38	\$ 0.01	\$ -	\$ -	\$ -	\$ 745.39
96-TCDP Disaster Recovery	\$ (2,946.47)	\$ -	\$ -	\$ -	\$ -	\$ (2,946.47)
85-Local S.O. Forfeiture	\$ 2,477.74	\$ 0.02	\$ -	\$ -	\$ -	\$ 2,477.76
87-Federal S.O. Forfeiture	\$ 233,960.98	\$ 1.74	\$ 469.99	\$ -	\$ -	\$ 233,492.73
<b>CASH BALANCES</b>	<b>\$ 2,874,831.48</b>	<b>\$ 1,495,486.42</b>	<b>\$ 2,291,455.17</b>	<b>\$ 500,000.00</b>	<b>\$ -</b>	<b>\$ 2,578,862.73</b>

\* Note-General Fund Bank Account Total \$2,014,492.60, \*\* Transfer from Logic

*Phyllis A. Spurr*

8-27-15



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 9/14/2015**  
**OPEN SESSION**

<b>SUBJECT</b>	Investment Report April, May & June 2015 (3rd Qtr FY 2015)
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Sheryl D'Spain Treasurer
<b>PHONE # OR EXTENSION #</b>	830-249-9343 ext 220
<b>TIME NEEDED FOR PRESENTATION</b>	2 minutes
<b>WORDING OF AGENDA ITEM</b>	Discuss and approve Investment Report for April, May & June (3rd Qtr FY 2015 )
<b>REASON FOR AGENDA ITEM</b>	This report is made in compliance with the provisions of Chapter 2256 of the Local Government Code, the Public Funds Investment Act, which requires quarterly reporting of the investment transactions for County funds to the Commissioners Court
<b>IS THERE DOCUMENTATION</b>	Yes, the report is located on the County website under departments, County Treasurer
<b>WHO WILL THIS AFFECT?</b>	Countywide
<b>ADDITIONAL INFORMATION</b>	None

Kendall County Investment Summary FY 2015

**INTEREST ON INVESTMENTS**

**3rd Qtr Apr-Jun FY 2015**

Total interest on Frost accounts	\$	73.53
Total interest on Logic Accounts	\$	6,279.77
Total interest on savings account	\$	149.59
Total interest on CD's	\$	2,260.41
<b>TOTAL INTEREST</b>	<b>\$</b>	<b>8,763.30</b>

**TOTAL INVESTMENTS at QTR END**

Total investments in Logic	\$	20,556,692.74
Total investment in Savings	\$	200,000.00
Total invesment in CD's	\$	1,550,000.00
<b>TOTAL INVESTMENTS</b>	<b>\$</b>	<b>22,306,692.74</b>

Investment report examined and approved by the Auditor's office

*Corinna Speer*

Date:

*8/31/2015*

Investment report prepared by the Treasurer

*[Signature]*

Date:

*8/31/15*

## FROST BANK INTEREST FY 2015

3rd Qtr Apr-Jun FY 2015	Apr. Int	May. Int.	Jun. Int	Total Qtr Int Earned
	0.01%	0.01%	0.01%	
Account Name				
General (10)	\$18.61	\$16.64	\$26.03	\$61.28
Ambulance Collections	\$0.08	\$0.01	\$0.00	\$0.09
Local (85)	\$0.02	\$0.02	\$0.02	\$0.06
Federal (87)	\$1.65	\$1.82	\$1.74	\$5.21
2007 Ltd Tax Ob Bond (62)	\$0.18	\$0.21	\$0.24	\$0.63
2013 Unlim Tax Rd Bond (63)	\$0.48	\$0.56	\$0.62	\$1.66
2014 Ltd Tax Ref Bond(64)	\$0.40	\$0.47	\$0.52	\$1.39
Herff Road Project (71)	\$1.30	\$0.28	\$1.60	\$3.18
Trust Account (90)	\$0.01	\$0.01	\$0.01	\$0.03
<b>Total</b>	<b>\$22.73</b>	<b>\$20.02</b>	<b>\$30.78</b>	<b>\$73.53</b>

## Logic FY 2015

3rd Quarter FY 2015 April-June	Beginning Balance	Apr. Int. .1130%	May Int. .1122%	June Int. .1249%	Deposits	Withdrawals	Ending Qtr. Balance
General	\$17,143,143.18	\$1,535.75	\$1,520.58	\$1,554.65		\$2,000,000.00	\$15,147,754.16
Herff Road Project	\$3,718,188.18	\$345.46	\$354.50	\$332.03		\$500,000.00	\$3,219,220.17
Tobacco Settlement	\$61,654.96	\$5.74	\$5.88	\$6.33			\$61,672.91
2007 Lim Tax Obl	\$334,359.88	\$31.07	\$31.89	\$34.33			\$334,457.17
2013 Unlim Tax Rd Bd	\$11,134.79	\$1.03	\$1.02	\$1.18			\$11,138.02
2014 Lim Tax Ref Bond	\$202,771.26	\$18.83	\$19.34	\$20.81			\$202,830.24
Trust Account	\$1,579,160.72	\$146.70	\$150.56	\$162.09			\$1,579,620.07
<b>TOTAL</b>	<b>\$23,050,412.97</b>	<b>\$2,084.58</b>	<b>\$2,083.77</b>	<b>\$2,111.42</b>	<b>\$0.00</b>	<b>\$2,500,000.00</b>	<b>\$20,556,692.74</b>

## INVESTMENTS FY 2015

3rd Qtr FY 2015 April-June	ACCT NUMBER	INTEREST RATE	BEG. BALANCE	Apr-Jun Int	Deposit	ENDING BALANCE
Centennial	32535		\$200,000.00	\$149.59		\$200,000.00
*Savings interest sent to the County						

## CD INVESTMENT LIST

BANK NAME	ACCT NUMBER	AMOUNT	MATURITY DATE	INTEREST PAID BACK TO COUNTY	INTEREST RATE
Bank of Sonora	51143	\$250,000.00	1/3/2016	Qtr	0.40%
Blanco	20521	\$250,000.00	1/4/2016	Qtr	0.45%
Blanco	20647	\$250,000.00	11/27/2015	Qtr	0.65%
Centennial Bank (HCSB)	46027	\$50,000.00	11/4/2016	Qtr	0.70%
Hondo	50946	\$250,000.00	5/5/2017	Qtr	0.80%
Randolph Brooks	143831	\$250,000.00	1/9/2016	Monthly	0.76%
Security Service	9080	\$250,000.00	1/19/2016	Monthly	0.70%



## CD Interest FY 2015

3rd Qtr FY 2015 April- June					Total CD interest earned	
BANK NAME	ACCT NUMBER	April Int.	May Int.	June Int.		
Bank of Sonora	51143			\$ 249.32	\$ 249.32	
Blanco	20521			\$ 280.48	\$ 280.48	
Blanco	20647		\$ 396.24		\$ 396.24	
Centennial	46027		\$ 85.34		\$ 85.34	
Hondo	50946		\$ 334.25		\$ 334.25	
Randolph Brooks	143831	\$ 156.16	\$ 161.37	\$ 156.16	\$ 473.69	
Security Service	9080	\$ 148.63	\$ 143.83	\$ 148.63	\$ 441.09	
				Total Int	\$ 2,260.41	



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 9/14/2015  
OPEN SESSION

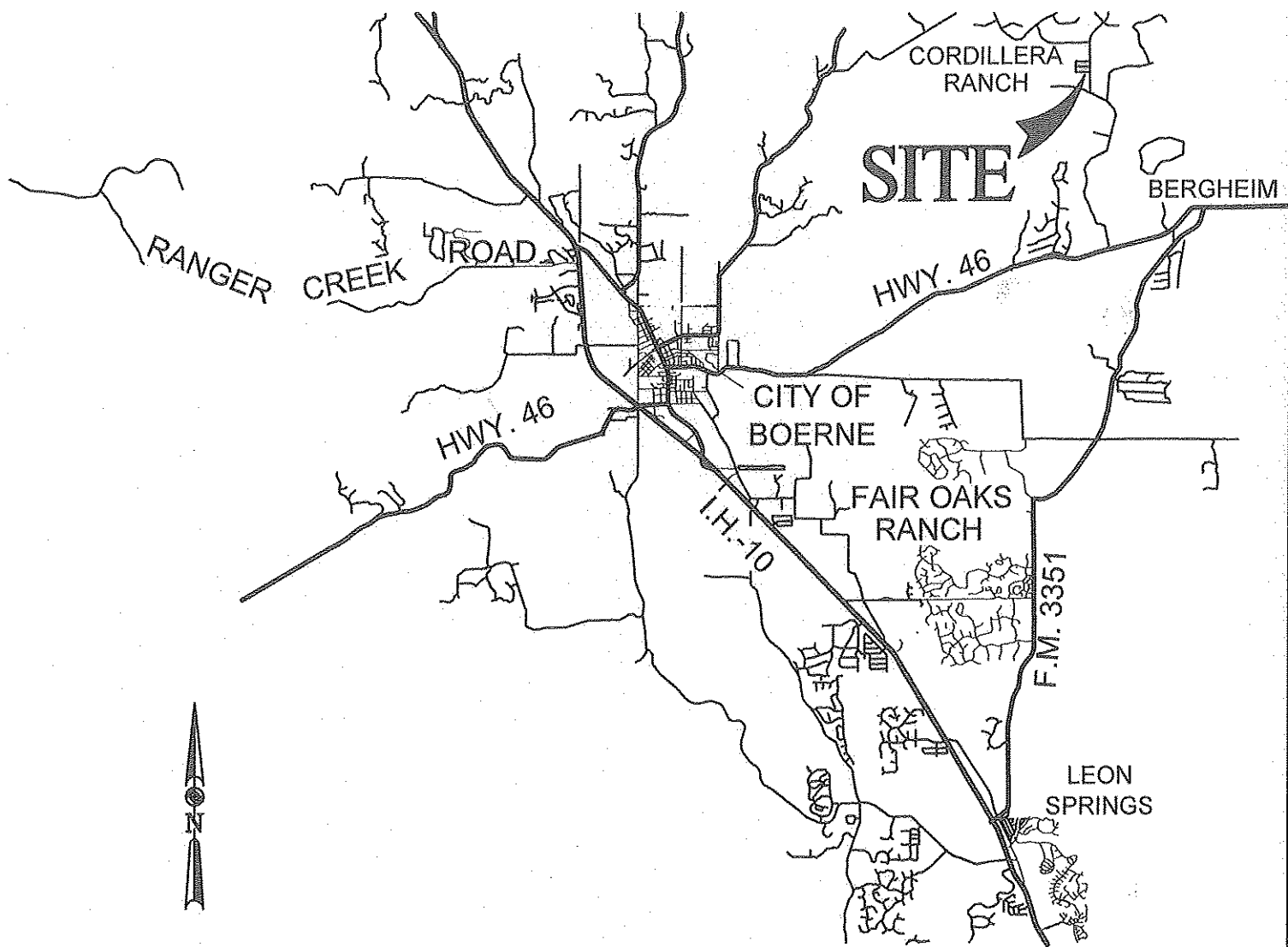
SUBJECT	Burn Ban
DEPARTMENT & PERSON MAKING REQUEST	Darrel L. Lux, County Judge Jefferey Fincke, Fire Marshal
PHONE # OR EXTENSION #	830-249-9343, ext. 213
TIME NEEDED FOR PRESENTATION	3 minutes
WORDING OF AGENDA ITEM	Consideration and action on the burn ban (Authority Section 352.081, Texas Local Government Code)
REASON FOR AGENDA ITEM	To determine whether or not there is a need for a ban on burning
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	None



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

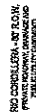
**COMMISSIONER COURT DATE: 9/14/2015**  
**OPEN SESSION**

<b>SUBJECT</b>	Amending Plat Lots 10 & 11, Block A, Unit 101, Cordillera Ranch
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Development Management - Richard Tobolka
<b>PHONE # OR EXTENSION #</b>	830-249-9343 Ext. 250
<b>TIME NEEDED FOR PRESENTATION</b>	5 Minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on an Amending Plat of Lots 10 and 11, Block A of Cordillera Ranch, Unit 101, Kendall County, Texas, in accordance to Section 209 of the Kendall County Development Rules and Regulations. The purpose of the Amending Plat is to combine Lots 10 and 11 into Lot 10A (Irene Kazhdan, Alexander Zweibach).
<b>REASON FOR AGENDA ITEM</b>	Combining 2 lots into 1 lot
<b>IS THERE DOCUMENTATION</b>	Yes
<b>WHO WILL THIS AFFECT?</b>	Pct #2
<b>ADDITIONAL INFORMATION</b>	None

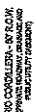


LOCATION MAP—N.T.S.

SCALE: 1" = 10'



- SCALE 1" = 100'



**SHEET 2 OF 2**



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 9/14/2015  
OPEN SESSION

<b>SUBJECT</b>	Request for Relief from Road Frontage & Platting Requirements
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Development Management - Richard Tobolka
<b>PHONE # OR EXTENSION #</b>	830-249-9343 Ext. 250
<b>TIME NEEDED FOR PRESENTATION</b>	5 Minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on a request for relief from road frontage and platting requirements in accordance to Sections 101 and 102 of the Kendall County Development Rules and Regulations. The proposed tracts of 95± and 118.5± acres would be accessed by a 60ft easement for roadway purposes with the 55± acre tract having fee simple access. Proposed tracts are located at 507 Upper Sisterdale Road (Sharon L. Bechtold).
<b>REASON FOR AGENDA ITEM</b>	Request for Relief from road frontage & platting requirements
<b>IS THERE DOCUMENTATION</b>	Yes
<b>WHO WILL THIS AFFECT?</b>	Pct #4
<b>ADDITIONAL INFORMATION</b>	None

REQUEST FOR RELIEF (Variance)

From the Kendall County (KC) Development Rules and Regulations  
(Section 106)

1. Date: September 2, 2015
2. Location of Property: 507 Upper Sisterdale Road
3. Name of Subdivision (If Applicable) NA
4. Property Owner/Developer Name: Sharon Lynn Bechtold and husband, James D. Wetz
5. Relief Requested (Reference the specific Section/Paragraph of the current KC Development Rules and Regulations and state the relief requested:
  - A. 102.1000.3 and 300.1100.1 We are requesting relief to road frontage requirements for two of the tracts. The two tracts would be served by a 60 foot wide ingress-egress road easement. The two tracts will be 95.0 and 118.5 acres.
  - B. Further we are requesting that the county recognize the existing driveway that serves the entire total 268.5 acre ranch, and will continue to serve the 118.5 acre tract and the 55 acre tract. This driveway has served as the only ingress-egress for the entire 268.5 acre ranch since upper Sisterdale Road was built. If this request (B) is granted then only the 95.0 acres track requires the new easement mentioned in request A above.
6. Reason(s) for Requesting Relief: (Please refer to Section 106, Relief by County Commissioners Court in answering these questions)
  - a. Are there special circumstances or conditions affecting the land involved such that the strict interpretation of the provisions of these regulations would deprive you of the reasonable use of this land: Yes (If "yes" please state the special circumstances or conditions.)  
Per the County Staff's interpretation, the parent tract of 268.5 acres only has fee simple road frontage totaling about 107 feet, which is the NW corner of the 55 acre tract. That interpretation fails to recognize the existing driveway, which has always been the ingress/egress for the 268.5 acres, since the driveway does not fall within the 107 feet.
  - b. Is relief necessary for the preservation and enjoyment of a substantial property right of yours?  
Yes (if "yes", please state the substantial property right involved.)  
We have a right to sell off or gift to heirs portions of this property as long as the division does not create adverse effects on the health and the welfare of the public.

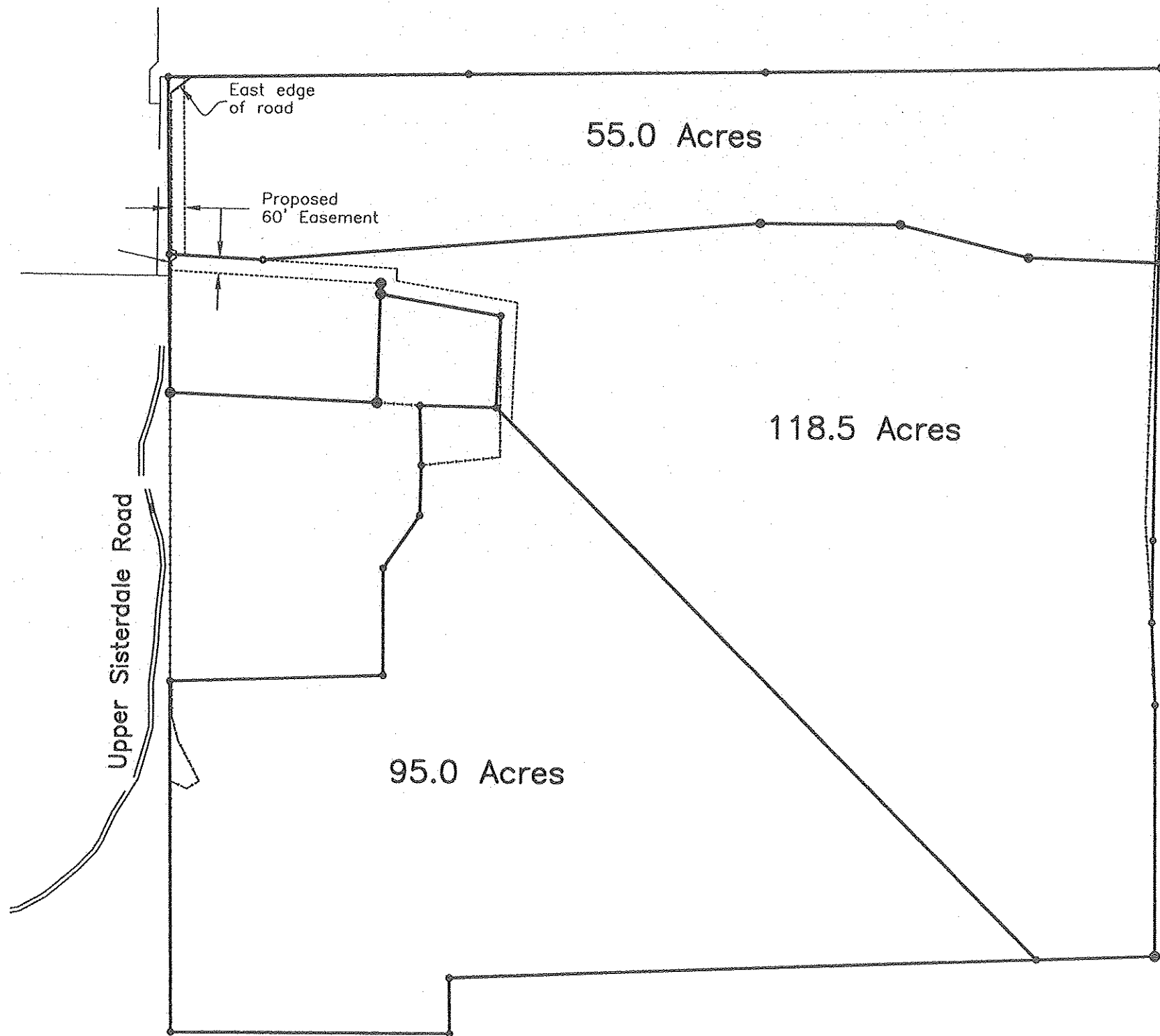
Sharon Lynn Bechtold

Property Owner Signature

Phone Number 830 798 2235

Property Owner Name

Date September 2, 2015





# DETAIL OF ENTRY AREA

Remaining portion of the  
Ernst Biermann Estate

Upper Sisterdale Road

East edge  
of road

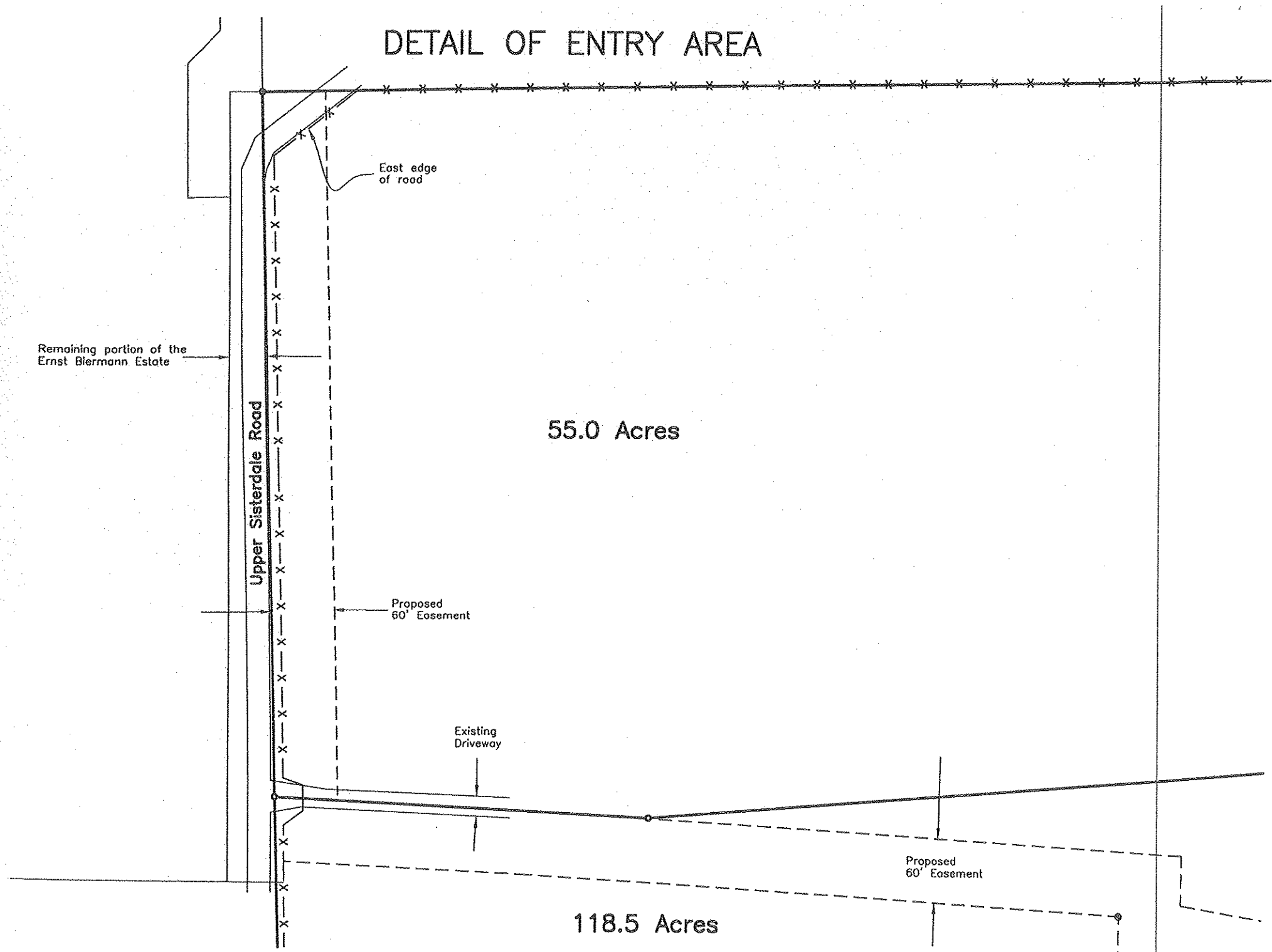
55.0 Acres

Proposed  
60' Easement

Existing  
Driveway

Proposed  
60' Easement

118.5 Acres





## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

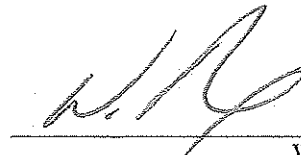
COMMISSIONER COURT DATE: 9/14/2015  
OPEN SESSION

SUBJECT	Request for Relief Estate of Ernest Palmer Giles
DEPARTMENT & PERSON MAKING REQUEST	Development Management - Richard Tobolka
PHONE # OR EXTENSION #	830-249-9343 Ext. 250
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action on a Request for Relief from road frontage and platting requirements in accordance to Sections 101 and 102 of the Kendall County Development Rules and Regulations. The proposed tracts of 787± acres and 562± acres is the result of inheritance. The parent tract does not have recorded access (Estate of Ernest Palmer Giles, Robin Giles Executor).
REASON FOR AGENDA ITEM	Request for Relief from road frontage and platting requirements
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Pct #4
ADDITIONAL INFORMATION	None

## REQUEST FOR RELIEF (Variance)

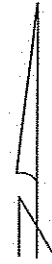
From the Kendall County (KC) Development Rules and Regulations  
(Section 106)

1. Date: August 2, 2015
2. Location of Property: North of the end of Flat Rock Creek Road and west of the end of Giles Ranch Road
3. Name of Development (If Applicable)
4. Property Owner/Developer Name: Robin Giles as the Executor of the Estate of Ernest Palmer Giles
5. Relief Requested (Reference the specific Section/Paragraph of the current KC Development Rules and Regulations:  
  
Relief from minimum road frontage – Section No. 300.1100  
  
Also requesting that the 60' wide easement for roadway purposes inside of the parent tract be reduced to 30' wide
6. Reason(s) for Requesting Relief: (Please refer to Section 106, Relief by County Commissioners Court in answering these questions)
  - a. What special circumstances or conditions affecting the land involved such that the strict interpretation of the provisions of these regulations would deprive you of the reasonable use of this land.  
  
The parent tract does not have road frontage and cannot obtain legal access through other properties
  - b. Why is relief necessary for the preservation and enjoyment of a substantial property right of yours?  
  
The subject tract does not meet the Kendall County requirements for land division
  - c. Will the granting of relief not be detrimental to the public's health, safety, and welfare? Please explain.  
  
Not to my knowledge
  - d. Will the granting of relief not have the effect of preventing the orderly subdivision of other land in the area? Please explain.  
  
Not to my knowledge



Wes Rexrode  
For Robin Giles

# LOCATION MAP



NOT TO SCALE

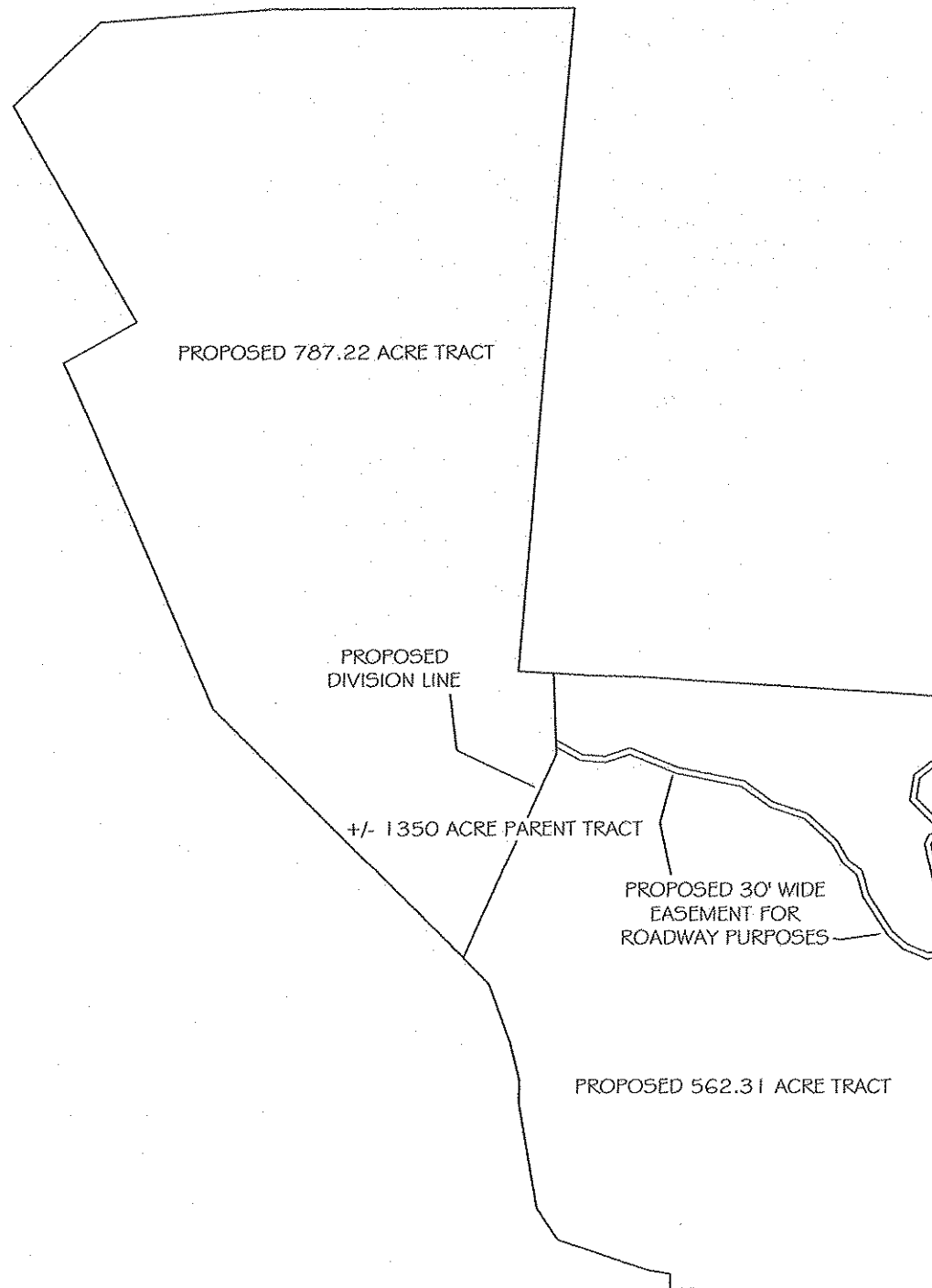
SUBJECT TRACT

OLD HIGHWAY  
NO. 9

FLAT ROCK  
CREEK ROAD

HIGHWAY NO. 87

KENDALL COUNTY  
KERR COUNTY



NOT TO SCALE

PROPOSED DIVISION OF +/- 1350 ACRES



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 9/14/2015**  
**OPEN SESSION**

<b>SUBJECT</b>	Sheriff and Constable Fees for 2016
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	County Judge Darrel L. Lux
<b>PHONE # OR EXTENSION #</b>	830-249-9343 ext. 213
<b>TIME NEEDED FOR PRESENTATION</b>	2 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action to set the Sheriff and Constable fees for 2016.
<b>REASON FOR AGENDA ITEM</b>	To review the existing fees and then set them for 2016 as per Texas Local Government Code Section 118.131.
<b>IS THERE DOCUMENTATION</b>	Yes
<b>WHO WILL THIS AFFECT?</b>	County offices and the public
<b>ADDITIONAL INFORMATION</b>	None

KENDALL COUNTY

Justice of the Peace, County and District Courts

Subpoenas	\$ 60.00
Summons	\$ 60.00
All Writs	\$200.00
Orders of Sale	\$200.00
All Citations	\$ 60.00
Forcible Detainer (Eviction Citation)	\$ 60.00
Temporary Restraining Order	\$ 75.00
Temporary Protective Order	\$ 75.00

New: Order Authorizing Entry and Retrieval of  
Personal Property (Requires a peace officer to  
accompany person retrieving property) \$200.00

For each Livestock Estray – Sheriff's Fee:

Hauling (for single load)	\$110.00
<u>Feed, per day/per head:</u>	
For cattle	\$ 15.00
For horses/mules	\$ 15.00
For goats/sheep	\$ 10.00
For hogs	\$ 10.00
Catch Fee for contained area/per head	\$ 25.00
Additional Fee if horse is required to catch estrays	\$100.00
County Fee/per head	\$ 25.00

Collecting money on an Execution of Order of Sale:

When the same is made by a sale,  
10 percent of the first \$10,000;  
all sums over \$10,000, but not exceeding \$15,000 is  
6 percent;  
all sums over \$15,000, but not exceeding \$25,000 is  
3 percent;  
all sums exceeding \$25,000 is 2 percent;  
when the money is collected by the Sheriff or Constable  
without a sale but levied upon, half of the above rates  
shall be allowed.  
Sheriff/Constable/Deputy may charge a fee per officer  
after the first two hours for an Eviction, Forcible Detainer,  
or any Writ served and or executed by  
the departments \$ 30.00

Address:

County Clerk, Kendall County  
201 E. San Antonio Street, #127  
Boerne, Texas 78006  
Telephone: (830) 249-9343



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 9/14/2015</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	Office Space Lease for Cow Creek Groundwater Conservation District
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	CCGCD, Micah Voulgaris Darrel L. Lux, County Judge
<b>PHONE # OR EXTENSION #</b>	830-249-9343, ext. 213
<b>TIME NEEDED FOR PRESENTATION</b>	3 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on the lease agreement with Cow Creek Groundwater Conservation District (CCGCD) for lease of office space.
<b>REASON FOR AGENDA ITEM</b>	Renewal of lease agreement.
<b>IS THERE DOCUMENTATION</b>	Yes
<b>WHO WILL THIS AFFECT?</b>	Countywide
<b>ADDITIONAL INFORMATION</b>	None



**STATE OF TEXAS  
KENDALL COUNTY**

**AGREEMENT**

WHEREAS, the Cow Creek Groundwater Conservation District (hereinafter "CCGCD") is a political subdivision and/or agency of the State of Texas; and

WHEREAS, the CCGCD performs a public function, to wit, conserving, preserving, recharging, protecting, and preventing waste of groundwater from aquifers within Kendall County, including the regulation of water well drilling and production; and

WHEREAS, the CCGCD is in need of office space; and

WHEREAS, Kendall County has available suitable office space in the Kendall County Courthouse owned by Kendall County and subject to the control of the Commissioners Court of Kendall County; and

WHEREAS, the Commissioners Court finds and determines that it will promote a public purpose of Kendall County to lease property belonging to Kendall County to CCGCD and provide office space to CCGCD subject to the terms of the following agreement so as to promote and maintain a public purpose;

NOW THEREFORE, Kendall County and the CCGCD enter into the following agreement to promote and maintain a public purpose:

PARTIES: The parties to this agreement are the owner of the Property, Kendall County, Texas (hereinafter "COUNTY") and the lessee of the Property, CCGCD.

PURPOSE OF AGREEMENT: Pursuant to the provisions of Section 272.005, Texas Local Government Code, COUNTY leases to CCGCD, office space in the Kendall County Courthouse subject to the terms and conditions stated in this agreement.

PROPERTY: COUNTY rents to CCGCD that real property located at 201 East San Antonio Avenue, Boerne, Kendall County, Texas further identified as Suite 100, Kendall County Courthouse.

TERM: This agreement commences on October 1, 2015 and ends on September 30, 2016, unless renewed, extended or terminated earlier in accordance with the terms set out herein.

TERMINATION: Either party may terminate this agreement. The party desiring to terminate the agreement shall give the other party ninety (90) days written notice of its intent to terminate the agreement. The agreement shall terminate upon the expiration of ninety (90) days following notice with no further obligation on either party provided that all amounts owed to COUNTY by CCGCD shall be paid in full.

RENT: Rental shall be at the rate of One thousand, three hundred and no/100 dollars (\$1,300.00) per month. Rent payments are due in advance and shall be paid by CCGCD to COUNTY on or before the first day of each month with the first payment being due on or before October 1, 2015 and subsequent payments being due on or before the first day of each succeeding month. Payments shall be made by checks payable to "Kendall County, Texas" and mailed or delivered to the County Treasurer, Suite 302, Kendall County Courthouse, 201 East San Antonio Avenue, Boerne, Texas 78006

#### UTILITIES - RESPONSIBILITY FOR PAYMENT:

1. COUNTY shall pay fees and charges for the following utilities: Electricity, water, trash pick up and sewage disposal.
2. CCGCD shall pay fees and charges for telephone and computer services, including any connection fee, monthly service charges, and any other charges and/or costs related to the provision of telephone, computer, Internet, television services, and any other services desired by CCGCD and not provided by COUNTY.

#### USE AND OCCUPANCY:

1. ALLOWABLE USES: CCGCD shall use the premises for the following purposes: Office spaces for CCGCD. (Note: It is understood by the parties that CCGCD will hold meetings of its Board of Directors, hearings and other CCGCD functions in the Commissioners Court meeting room, Suite 300, Kendall County Courthouse. Scheduling of meetings by CCGCD shall be made with the County Judge's office. In the event of a conflict for use of the Commissioners Court meeting room due to the use of that room by COUNTY or by another party authorized to use the room by COUNTY, COUNTY will provide CCGCD with another suitable meeting room either in the Courthouse or in the Historic Courthouse.
2. PROHIBITIONS: CCGCD may not use the premises or permit the premises to be used for any activity that is unlawful, offensive, dangerous or that constitutes a nuisance.

ACCESS BY COUNTY: Officers, agents or employees of COUNTY may enter the premises to clean the premises and for other lawful purposes, provided that such entry is done at a time and in a manner acceptable to CCGCD, and provided further that such entry shall not interfere with use of the premises by CCGCD. In addition, at its option, CCGCD may prevent or restrict access to one or more rooms or offices in the premises as necessary to protect privileged or confidential information.

#### MAINTENANCE AND UPKEEP OF THE PREMISES:

1. CCGCD'S RESPONSIBILITIES: CCGCD shall ensure that the premises are maintained in the same condition as such existed at the beginning of each tenancy period. CCGCD shall promptly notify COUNTY of any needed repairs or maintenance.
2. COUNTY'S RESPONSIBILITIES: COUNTY shall be responsible for cleaning and maintaining the premises and for making any repairs to the premises, provided that COUNTY, in its sole discretion, shall decide what repairs are required and the time and manner of making such repairs.

#### DEFAULT:

1. Default by COUNTY: If COUNTY breaches this agreement, CCGCD shall be entitled to terminate this agreement.
2. Default by CCGCD: If CCGCD breaches this agreement, COUNTY shall be entitled to terminate this agreement and recover any damages to premises caused by the fault or negligence of CCGCD.
3. Attorney's fees and costs: The prevailing party in any litigation brought by either party against the other party to enforce any provision of this agreement, or to seek any remedy or relief pursuant to this agreement, shall be entitled to collect reasonable and necessary attorney's fees and costs of court from the losing party.

ASSIGNMENT AND SUBLETTING: CCGCD shall not assign or sublet the premises or any part thereof.

INSURANCE: COUNTY shall be responsible for insuring the premises against fire and any other casualty loss in an amount determined by COUNTY. CCGCD shall be responsible for insuring any property, including personal property, of CCGCD located on the premises.

INDEMNIFICATION: CCGCD does hereby agree to indemnify and hold harmless COUNTY, its officers, agents and employees, against any and all claims, demands or causes of action that may be made against COUNTY, its officers, agents or employees, by reason of, or in any way arising from this agreement or the performance of the terms of this agreement or CCGCD's use and/or occupancy of the premises or arising from third parties use or presence on the premises during the term of this agreement, it being CCGCD's intention to fully indemnify COUNTY, its officers, agents and employees from any liability arising from this agreement.

EXTENSION, RENEWAL: The parties may extend this agreement for any term of less than twelve (12) months by an agreement in writing approved by the governing body of each party and signed by the authorized representative of each party. Unless either party notifies the other party in writing at least ninety (90) days prior to the end of the term of its desire to terminate or modify the terms of this agreement, this agreement will be automatically renewed for a period of twelve (12) months.

MISCELLANEOUS PROVISIONS:

1. LAW: The provisions of this agreement shall be interpreted in accordance with the laws of the State of Texas. Venue for any suit arising from this agreement shall be in Kendall County, Texas.
2. ENTIRE AGREEMENT: This document contains the entire agreement between the parties concerning the rental of the premises by CCGCD. No amendment to this agreement shall be valid unless it is in writing, signed by both parties or their authorized agent and dated subsequent to the date of this agreement.
3. BINDING EFFECT: This agreement is binding upon and inures to the benefit of the parties to this agreement and to their respective and permitted successors and assigns.
4. NOTICES: All notices under this agreement shall be delivered to the respective party at the addresses indicated herein or such other addresses that the parties may designate in writing.

\_\_\_\_\_  
DARREL L. LUX  
COUNTY JUDGE

KENDALL COUNTY, TEXAS  
Suite 122, 201 E. San Antonio Ave.  
Boerne, Texas 78006

Date: \_\_\_\_\_

\_\_\_\_\_  
MILAN MICHALEC  
PRESIDENT

COW CREEK GROUNDWATER  
CONSERVATION DISTRICT  
Suite 100, 201 E. San Antonio Ave.  
Boerne, Texas 78006

Date: \_\_\_\_\_

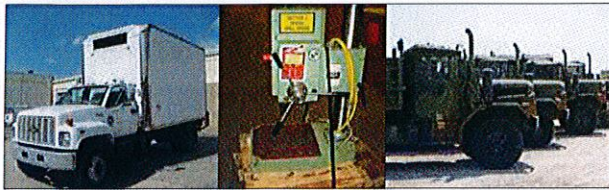


## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 9/14/2015  
OPEN SESSION

SUBJECT	Federal Surplus Property Program
DEPARTMENT & PERSON MAKING REQUEST	Al Auxier, County Sheriff Darrel L. Lux, County Judge
PHONE # OR EXTENSION #	830-249-9343 ext. 213
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Consideration and action on the Application for Eligibility to the Texas Facilities Commission Federal Surplus Property Program.
REASON FOR AGENDA ITEM	To be able to participate in purchasing surplus property.
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	County offices
ADDITIONAL INFORMATION	None





## Who We Are

The **Federal Surplus Property Program** is a program which makes surplus property from federal agencies available to a variety of eligible participants, including cities, counties, state agencies, schools, museums, SBA 8(a) companies, fire departments, nonprofit organizations, and Service Educational Activities such as the Boys & Girls Scouts of America and American Red Cross.

The Program receives goods from all parts of the federal government, including all branches of the military, and is funded entirely by handling fees that are paid by program participants for items they acquire. The Program saves organizations millions of dollars each year.

The Program has a wide variety of property available including heavy equipment, office supplies, vehicles, tools, furniture and much more.



## Contact Us

### North District Warehouse

2826 N. Beach Street  
Fort Worth, TX 76111-6201  
Phone (817) 831-6767 / Fax (817) 838-6428  
Email: FortWorth.Surplus@tfc.state.tx.us  
Hours: Monday - Friday, 8AM - 5PM

### South District Warehouse

2103 Ackerman Road  
San Antonio, TX 78219-3017  
Phone (210) 661-2381 / Fax (512) 236-6186  
Email: SanAntonio.Surplus@tfc.state.tx.us  
Hours: Monday - Friday, 8AM - 5PM

### Central District Warehouse / Headquarters

6506 Bolm Road  
Austin, TX 78721-1990  
Phone (512) 475-3705 / Fax (512) 236-6173  
Email: Federal.Surplus@tfc.state.tx.us  
Hours: Monday - Friday, 8AM - 4:30PM

## Visit our website

<http://tfc.state.tx.us/divisions/supportserv/prog/fedsurplus/>

### It is the Law

*In accordance with Federal Law and this state agency regulations and policies, TFC and its donees are prohibited from discriminating on the basis of race, color, national origin, sex, age, and disability. Additionally, the Texas Facilities Commission is in compliance with the Americans with Disabilities Amendments Act (ADA). If you need a reasonable accommodation while visiting our warehouses, please contact the warehouse staff.*



**Texas Facilities Commission**

# Federal Surplus Property Program



*Serving the State of Texas for over 60 years*



**[www.tfc.state.tx.us](http://www.tfc.state.tx.us)**





## How to Join

**It's easy and it's free**—all you have to do is submit an application.

An application can be downloaded from our Web site, <http://www.tfc.state.tx.us>. The Federal Surplus Property link can be found on the left-hand side, under "Support Services." Click on Federal Surplus Property, Forms, and select "Application for Eligibility."

## Who Is Eligible to Receive Donated Property?

- Public agencies including counties, cities, state agencies, airports & other political subdivisions
- Schools, colleges & universities
- Museums, libraries & other educational agencies
- Police, volunteer fire departments & other emergency management agencies
- Housing authorities
- Nonprofit & public health organizations including hospitals, clinics, nursing facilities & Red Cross Chapters
- Nonprofit & public programs for the elderly
- Nonprofit & public programs for the homeless or impoverished
- Dept. of State Health Services (DSHS) & Dept. of Aging & Disability Services (DADS) programs
- Service Educational Activities (i.e. Little League Baseball, Inc., Boy & Girl Scouts) *Dept. of Defense property only*
- SBA 8 (a) companies
- Utility providers & conservation districts
- Veterans' Organizations *(as designated by FOR VETS Act of 2013)*

**Do you have questions about eligibility?** Call our office at (512) 463-4551 or e-mail at:

[federal.surplus@tfc.state.tx.us](mailto:federal.surplus@tfc.state.tx.us)



## What Do We Offer?

Thousands of items are available, including:

- |                               |  |
|-------------------------------|--|
| - Vehicles                    | - Camping equipment                    |
| - Furniture                   | - Aircraft & aircraft parts            |
| - Generators                  | - Fire trucks & firefighting equipment |
| - Medical & lab equipment     | - Food preparation & serving equipment |
| - Office equipment & supplies | - Mobile homes & trailers              |
| - Clothing                    |  |
| - Tools & heavy equipment     |  |

## First, browse our inventory online...

All currently available property is listed on our website (with pictures!!)

<http://tfc.state.tx.us/divisions/supportserv/prog/fedsurplus/>

## ...then visit one of our Warehouses

We have warehouses in San Antonio, Ft. Worth and Austin.

*Please contact us with any questions about available property. If we do not have what you need, please let us know! Our warehouse staff is here to assist you.*

## Tips for Success

- Keep your contact information up-to-date (especially email addresses!!)
- Spread the word within your organization. Share information on current specials with other departments, and ask around to determine your organization's needs.
- Look for creative, non-traditional ways to utilize property.
- Check the TFC website regularly for new property.
- Keep in touch with the Warehouse in your area.
- Unsure if the program can benefit you? Contact our Warehouse Staff to discuss how FSP can meet your needs.

## Feedback & Success Stories

A Piper Aztec 250 airplane was donated to **Del Mar College** in Corpus Christi in 2009. It was confiscated by Immigration & Customs Enforcement in Mobile, AL. The plane is now being used as a training tool for the Aviation Maintenance Technician Program.



*"The aircraft has an integral role and position in the education of future technicians in the aviation program. The Texas Federal Surplus Property Program is one of the best instruments for educational institutions to reclaim equipment and proved an outlet to reclaim taxpayer dollars."*

- Joseph Dudek, Aviation Maintenance Program Coordinator, Del Mar College

The **H.E.A.R.T.S. Veterans Museum of Texas** in Huntsville has received military equipment from the Dept. of Defense to use for outdoor displays including a cargo truck, Gamma Goat off-road vehicle, Huey helicopter (pictured), and Cobra Gun Ship helicopter. The outside displays have helped pull in visitors from nearby IH-45.



After an arson fire in 2006, the nonprofit **Community Food Bank** in Fort Worth reopened on May 18, 2010 with the help of items from FSP.

*"All of our equipment was burned and damaged; it was like starting all over...Our budget was low but the staff at the Federal Surplus Office worked with us on a weekly basis to get the necessary items we needed. The staff was most friendly and always followed up with our demands. Today we have two trucks, various tables, and all the necessary items needed to start up a food bank. When I say that we partner with the Federal Surplus, I mean they were the driving force in helping a nonprofit get back on its feet."*

-Regina Taylor, Exec. Director, Community Food Bank

The **Reagan Wells Volunteer Fire Department** in Uvalde County received a 1982 tanker truck in April 2011 from the USDA. It is now being used to provide water to brush trucks when fighting fires, as well as to transport water to residents during a drought.



Before

After





## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 9/14/2015**  
**OPEN SESSION**

<b>SUBJECT</b>	Animal Control Truck
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	County Auditor's Office Corinna Speer, County Auditor
<b>PHONE # OR EXTENSION #</b>	830-249-9343, Ext. # 240
<b>TIME NEEDED FOR PRESENTATION</b>	5 Minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action to award the bid for the Animal Control Truck to Jennings Anderson Ford in the amount of \$24,498.
<b>REASON FOR AGENDA ITEM</b>	To award the bid.
<b>IS THERE DOCUMENTATION</b>	No
<b>WHO WILL THIS AFFECT?</b>	Animal Control
<b>ADDITIONAL INFORMATION</b>	We sent 9 bid packages and received 2 responses. Jennings Anderson Ford is the low bidder.



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 9/14/2015</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	Move Firehouse Software to Cloud
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Jeffery Fincke, Fire Marshal
<b>PHONE # OR EXTENSION #</b>	830 249-3721 ext. 451
<b>TIME NEEDED FOR PRESENTATION</b>	10 minutes
<b>WORDING OF AGENDA ITEM</b>	Discussion and Action to move current Firehouse Software off server and move to Firehouse hosted cloud.
<b>REASON FOR AGENDA ITEM</b>	Will not need a static IP address, IT would like to use server in Courthouse
<b>IS THERE DOCUMENTATION</b>	Yes
<b>WHO WILL THIS AFFECT?</b>	Alamo Springs, Bergheim, Comfort, Kendalia, Sisterdale, Waring Fire Department and the Fire Marhsal's Office
<b>ADDITIONAL INFORMATION</b>	Cost is \$10,794 which is budgeted in the upcoming budget. This will allow us to not have to manually provide updates as this will become automatic. We no longer need a server with static IP address. We will not have to pay for offsite backup and yearly server licenses.



## **AGREEMENT FOR APPLICATION HOSTING AND TECHNOLOGY SUPPORT SERVICES**

This Agreement for Application Hosting and Technology Support Services (hereinafter the "Agreement") is entered into by and between Kendall County with offices located at 1175 N Main Boerne, TX 78006 (hereinafter "Customer"), and Xerox Government Systems, LLC. with offices located at 8260 Willow Oaks Corporate Drive, Fairfax, VA 22031 (hereinafter "Xerox"), referred to individually as Party and collectively as Parties.

### **1.0 BACKGROUND AND OBJECTIVES**

This Agreement is entered into in connection with Customer's decision to engage Xerox to provide certain information technology hosting and support services related to Customer's business operations. This Agreement and the Exhibits set forth all terms and conditions governing the relationship between Xerox and Customer.

### **2.0 TERM**

The term of this Agreement (the "Term") will be for 5 years, from 10/1/2015 to 9/30/2020, unless earlier terminated or renewed in accordance with the provisions of this Agreement.

### **3.0 SERVICES**

Xerox shall provide all services, personnel, materials, equipment, and tools (hereinafter jointly referred to as the "Services") as set forth in Exhibit A – Statement of Work, attached hereto and made a part hereof. The Statement of Work constitutes the minimum quantity and level of services and deliverables to be provided in connection with this Agreement. Supplemental services may be procured by Customer in accordance with 4.0 hereof.

### **4.0 SUPPLEMENTAL SERVICES**

Any effort, which does not fall within the Statement of Work set forth in Exhibit A, will be subject to the change order process. Xerox will be responsible for assisting Customer in defining, documenting and quantifying the change order. A detailed change order proposal will be prepared by Xerox and submitted to Customer for its review and approval. Customer will be responsible for timely turnaround of a decision on the approval of the change order request. All terms and conditions of the change order proposal (including any applicable payment terms) will be incorporated into a Supplemental Service Agreement ("SSA"). Xerox will not be required to perform activities that are not specifically stated in the Statement of Work without a fully executed SSA signed by both Parties.

### **5.0 CONFIDENTIALITY**

#### **5.1 Customer Confidential Information**

With respect to information relating to Customer's business which is confidential and clearly so designated ("Customer Confidential Information"), Xerox will instruct its personnel to keep such information confidential by using the same degree of care and discretion that they use with similar information of Xerox which Xerox regards as confidential. However, Xerox shall not be required to





keep confidential any information which: (i) is or becomes publicly available; (ii) is already in Xerox's possession; (iii) is independently developed by Xerox outside the scope of this Agreement; or (iv) is rightfully obtained from third parties. In addition, Xerox shall not be required to keep confidential any ideas, concepts, methodologies, inventions, discoveries, developments, improvements, know-how or techniques developed by Xerox in the course of its services hereunder.

## **5.2 Xerox Confidential Information**

Customer agrees that Xerox's methodologies, tools, concepts, know-how, structures, techniques, inventions, developments, processes, discoveries, improvements, proprietary data and software programs, and any other information identified as proprietary or confidential by Xerox, which may be disclosed to the Customer, are confidential and proprietary information ("Xerox Confidential Information"). With respect to Xerox Confidential Information, the Customer shall keep such information confidential by using the same degree of care and discretion that it uses with similar information of its own which Customer regards as confidential. However, Customer shall not be required to keep confidential any information which: (i) is or becomes publicly available; (ii) is already in Customer's possession; (iii) is independently developed by the Customer outside the scope of this Agreement and without any reliance on Xerox Confidential Information; (iv) is rightfully obtained from third parties; or (v) as required by law.

## **5.3 Use of Confidential Information**

Xerox and Customer shall use each other's confidential information only for the purposes of this Agreement and shall not disclose such confidential information to any third party, other than as set forth herein, or to each other's employees, Xerox permitted subcontractors, or Customer's permitted consultants on a need-to-know basis, without the other Party's prior written consent.

## **6.0 INTELLECTUAL PROPERTY RIGHTS**

### **6.1 Customer Content**

All data created or transmitted by Customer and stored on Xerox servers as part of the Services ("Customer Data") shall at all times be owned by Customer. Xerox shall not own or have any interest rights in the Customer Data. Except as instructed by Customer directly or indirectly through instructions provided to the servers through Customer's use of the Xerox Software, Xerox shall treat Customer Data as Customer Confidential Information. Xerox will upon (i) request of Customer at any time, and (ii) the cessation of all Termination/Expiration Assistance, promptly return to Customer, in the format and on the media in use as of the date of the request, all or any requested portion of the Customer Data. Archival tapes containing any Customer Data will be used by Xerox solely for back-up purposes. Any conversion of data for porting to other applications will not be provided under this contract.

### **6.2 Proprietary Rights of Xerox**

All materials, including but not limited to any computer software (in object code and source code form), data or information developed or provided by Xerox or its suppliers under this Agreement, and any know-how, methodologies, equipment, or processes used by Xerox to provide the Services to Customer, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other



proprietary rights inherent therein and appurtenant thereto (collectively “Xerox Materials”) shall remain the sole and exclusive property of Xerox or its suppliers. Customer acknowledges and agrees that Xerox is in the business of designing and hosting Web-based applications and Xerox shall have the right to provide services to third parties which are the same or similar to the Services and to use any Xerox Materials providing such services.

### **6.3 License Grant**

Xerox grants Customer a non-exclusive license throughout the Term to perform, display, transmit, participate in the transfer of Customer Data and otherwise use the Xerox Materials for the purposes of performing this Agreement. Customer shall have no residual rights to the Xerox Materials beyond the term of this Agreement. Customer grants Xerox the right to maintain administrative access to the Customer Data during the Term for purposes of performing this Agreement.

## **7.0 INSURANCE; RISK OF LOSS**

### **7.1 Required Insurance Coverage**

Throughout the Term, Xerox shall, at its own expense, carry and maintain at least the kinds and minimum amounts of insurance listed below.

1. **Workers' Compensation Insurance:** As required by law.
2. **Commercial General Liability Insurance:** with a combined single limit for bodily injury and property damage in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate.

Upon request Xerox will furnish proof of coverage, in the form of a standard certificate of insurance, to the Customer's Procurement Officer within ten (10) days of contract execution. If any material policy changes occur during the life of contract, Xerox shall provide updated proof of coverage, in the form of standard certificates of insurance, to Customer in a timely manner.

### **7.2 Risk of Loss**

As of the effective date, each Party will be responsible for risk of loss of, and damage to, any equipment, software or other materials in its possession or under its control.

## **8.0 CHARGES**

### **8.1 Charges**

Subject to the other provisions of this Agreement, Customer will pay to Xerox the amounts set forth in Exhibit B – Applicable Charges, attached hereto and made a part hereof. Services performed in connection with an authorized SSA may be performed either on a time and material (T&M) or fixed fee basis as specified in the SSA. The charges applicable during each renewal term will be mutually agreed to by the Parties and incorporated to this Agreement as an SSA.





## **8.2 Taxes**

- (a) Xerox will pay any sales, use, excise, value-added, services, consumption, and other taxes and duties imposed on any goods and services acquired, used or consumed by Xerox in connection with the Services if applicable.
- (b) If applicable, Customer will pay when due any sales, use, excise, value-added, services, consumption, or other tax imposed by any taxing jurisdiction as of the effective date on the provision of the Services or any component thereof, as the rate of such tax may change from time to time during the applicable Term. If applicable, such taxes will be in addition to the Applicable Charges listed in Exhibit B.
- (c) If any taxing jurisdiction imposes after the effective date a new sales, use, excise, value-added, services, consumption, or other tax on the provision of the Services or any component thereof, the Parties will cooperate in attempting to reduce the amount of such tax to the maximum extent feasible. Customer will be liable for any such new tax, which is imposed on the Charges for the provision of the Services, or any component thereof.

## **9.0 INVOICES AND PAYMENT**

### **9.1 Invoices and Payment**

Xerox will issue to Customer, on an annual basis, one (1) invoice for all amounts due with respect to services to be rendered and products to be delivered in the following calendar year. Payment terms for materials and services will be as specified in Exhibit B. Each invoice will separately state all applicable charges, reimbursable expenses and taxes payable. Invoices delivered pursuant to this Section 9.1 will be due and payable within thirty (30) days after invoice issuance, unless other payment terms are mutually agreed to. All periodic charges for any partial year under this Agreement and any applicable authorized SSA shall be prorated.

Invoices shall be submitted to:

Kendall County  
201 E San Antonio  
Boerne, TX 78006

Attn: County Auditor

## **10.0 WARRANTIES**

### **10.1 Xerox Warranties**

Xerox warrants that all Services will be provided in a good and workmanlike manner and in accordance with generally applicable industry standards. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 10.1, Xerox DOES NOT MAKE AND DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, OR ARISING BY LAW OR OTHERWISE,



REGARDING THE SERVICES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE.

#### **10.2 Disclaimed Warranties**

Xerox exercises no control over, and accepts no responsibility for, the content of the information passing through Xerox host computers, servers, network hubs and points of presence, or the Internet. As a convenience for Customer, Xerox shall perform regular daily backup of all Customer Data. Xerox shall use commercially reasonable efforts to recover any lost or corrupted data resulting from Xerox negligence. Should Xerox be unable to recover such lost or corrupted data, Xerox' responsibility and liability for the loss of Customer Data shall be limited to restoring the data to the last required daily back up. Further, Xerox and its suppliers are not liable for any temporary delay, outages or interruptions of the Services.

#### **10.3 Customer Warranties**

Customer warrants, represent and covenants to Xerox that: (a) Customer will use the Services only for lawful purposes and in accordance with this Agreement; (b) all Customer content, including the Customer Data, does not and will not infringe or violate any right of any third party (including any intellectual property rights) or violate any applicable law, regulation or ordinance.

### **11.0 INDEMNIFICATION**

Xerox will protect, defend, indemnify, and save whole and harmless the Customer and all of its officers, agents, and employees from and against:

- (a) Any third party claim brought against Customer relating to the death or bodily injury, or the damage, loss or destruction of real or tangible personal property, to the extent caused by the tortious acts or omissions of Xerox, its employees, contractors or agents in connection with the performance of the Services;
- (b) Any third party claim brought against Customer relating to the willful or fraudulent misconduct of Xerox, its employees, contractors or agents in connection with the performance of the Services;
- (c) Any third party claim brought against Customer relating to an actual infringement of any United States patent, copyright, or any actual trade secret disclosure, by Xerox, its employees, contractors or agents in connection with the performance of the Services.

Xerox will have a right of contribution from Customer with respect to any claim to the extent Customer is responsible for contributing to the alleged injury.

### **12.0 LIMITATION OF LIABILITY**





#### **12.1 Limit on Types of Damages Recoverable**

NOTWITHSTANDING ANYTHING TO THE CONTRARY ELSEWHERE IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### **12.2 Limit on Amount of Direct Damages Recoverable**

EACH PARTY'S TOTAL CUMULATIVE, AGGREGATE LIABILITY TO THE OTHER FOR ANY AND ALL ACTIONS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED AN AMOUNT EQUAL TO THE U.S. DOLLAR EQUIVALENT OF THE TOTAL AMOUNT OF SERVICES PURCHASED BY THE CUSTOMER PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE EITHER PARTY IS NOTIFIED BY THE OTHER OF ANY CLAIM. THIS LIMITATION WILL NOT APPLY TO ANY FEES OR CHARGES PAYABLE BY CUSTOMER UNDER THE AGREEMENT.

#### **12.3 Force Majeure**

- (a) Neither Party will be liable for any failure or delay in the performance of its obligations under this Agreement, if any, to the extent such failure is caused, directly or indirectly, without fault by such Party, by: fire, flood, earthquake, elements of nature or acts of God; labor disruptions or strikes; acts of war, terrorism, riots, civil disorders, rebellions or revolutions; quarantines, embargoes and other similar governmental action; or any other cause beyond the reasonable control of such Party. Events meeting the criteria set forth above are referred to collectively as "Force Majeure Events."
- (b) Upon the occurrence of a Force Majeure Event, the non-performing Party will be excused from any further performance or observance of the affected obligation(s) for as long as such circumstances prevail and such Party continues to attempt to recommence performance or observance whenever and to whatever extent possible without delay. Any Party so delayed in its performance will immediately notify the other by telephone or by the most timely means otherwise available (to be confirmed in writing within five (5) Business Days of the inception of such delay) and describe in reasonable detail the circumstances causing such delay.

#### **12.4 Actions of Other Party or Third Parties**

Neither Party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by causes beyond that Party's reasonable control and occurring without its fault or negligence, including, without limitation, failures caused by the other Party or by third party suppliers, subcontractors, and carriers. The Party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon.

#### **13.0 TERMINATION**





### **13.1 Termination for Cause**

- (a) Customer will have the option, but not the obligation, to terminate this Agreement for Cause for any material breach of the Agreement by Xerox that is not cured by Xerox within thirty (30) days of the date on which Xerox receives Customer's written notice of such breach, or if a cure cannot reasonably be fully completed within 30 days, a later date, provided Xerox has provided a plan acceptable to Customer for such cure. Customer will exercise its termination option by delivering to Xerox written notice of such termination identifying the scope of the termination and the termination date.
- (b) Xerox will have the option, but not the obligation, to terminate this Agreement if Customer fails to pay when due undisputed amounts owed to Xerox, and Customer fails to cure such failure within sixty (60) days after receipt from Xerox of written notice from Xerox.
- (c) In the event funds are not appropriated for any fiscal year by the Commissioners Court beyond the first year this Agreement is in effect, this Agreement will terminate at the end of the last fiscal year in which funds were appropriated by the Commissioners Court. Termination for non-appropriation of funds will be without additional costs or penalties to County; provided, however, that Xerox shall be paid for all services performed up to and including the effective date of termination. The County shall give Xerox notice of such non-appropriation of funds within 15 days of the Commissioners Court decision not to appropriate funds.

### **13.2 Effect of Termination**

Termination of this Agreement for any reason under this Section 13.0 will not affect (i) any liabilities or obligations of either Party arising before such termination or out of the events causing such termination, or (ii) any damages or other remedies to which a Party may be entitled under this Agreement, at law or in equity, arising from any breaches of such liabilities or obligations.

## **14.0 APPLICABLE LAW, JURISDICTION, VENUE, AND REMEDIES**

### **14.1 Applicable Law**

All questions concerning the validity, interpretation and performance of this Agreement will be governed by and decided in accordance with the laws of the State of Texas.

### **14.2 Jurisdiction and Venue**

The Parties hereby submit and consent to the exclusive jurisdiction of any state or federal court located in State of Texas and irrevocably agree that all actions or proceedings relating to this Agreement, will be litigated in such courts, and each of the Parties waives any objection which it may have based on improper venue or *forum non conveniens* to the conduct of any such action or proceeding in such court.



### **14.3 Equitable Remedies**

The Parties agree that in the event of any breach or threatened breach of any provision of this Agreement concerning (i) Confidential Information, or (ii) other matters for which equitable rights may be granted, money damages would be an inadequate remedy. Accordingly, such provisions may be enforced by the preliminary or permanent, mandatory or prohibitory injunction or other order of a court of competent jurisdiction.

## **15.0 MISCELLANEOUS**

### **15.1 Customer Provided Resources and Technical Working Environment**

Customer shall provide Xerox resources with reasonable access to Customer facilities, as well as secure storage areas for materials, equipment and tools. Other specific resource needs may be identified following contract award and will be commensurate with the level of effort required under the Statement of Work.

### **15.2 Binding Nature and Assignment**

Neither Party may assign, voluntarily or by operation of law, any of its rights or obligations under this Agreement without the prior written consent of the other Party; provided, that either may assign its rights and obligations under this Agreement to an affiliate, or to an entity which acquires all or substantially all of the assets or voting stock of that Party if such Affiliate or entity can demonstrate to the reasonable satisfaction of the other Party that it has the ability to fulfill the obligations of the assigning Party under this Agreement (and in the case of assignment by Customer, such third party agrees to pay any charges imposed by third parties relating to such assignments). No assignment by a Party will relieve such Party of its rights and obligations under this Agreement. Subject to the foregoing, this Agreement will be binding on the Parties and their respective successors and assigns.

### **15.3 Amendment and Waiver**

No supplement, modification, amendment or waiver of this Agreement will be binding unless executed in writing by the Party against whom enforcement of such supplement, modification, amendment or waiver is sought. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar) nor will such waiver constitute a continuing waiver unless otherwise expressly provided.

### **15.4 Further Assurances; Consents and Approvals**

Each Party will provide such further documents or instruments required by the other Party as may be reasonably necessary or desirable to give effect to this Agreement and to carry out its provisions. Whenever this Agreement requires or contemplates any action, consent or approval, such Party will act reasonably and in good faith and (unless the Agreement expressly allows exercise of a Party's sole discretion) will not unreasonably withhold or delay such action, consent or approval.

### **15.5 Severability**



Any provision in this Agreement which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction.

#### **15.6 Entire Agreement**

This Agreement, including the Exhibits thereto, constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the Parties pertaining to the subject matter hereof.

#### **15.7 Notices**

Any notice, demand or other communication required or permitted to be given under this Agreement will be in writing and will be deemed delivered to a Party (i) when delivered by hand or courier, (ii) when sent by confirmed facsimile with a copy sent by another means specified in this Section 15.7, or (iii) six (6) days after the date of mailing if mailed by United States certified mail, return receipt requested, postage prepaid, in each case to the address of such Party set forth below (or at such other address as the Party may from time to time specify by notice delivered in the foregoing manner):

If to Customer, to:

Kendall County  
1175 N Main  
Boerne, TX 78006

Attn: Jeffery Fincke

If to Xerox, to:

Xerox Government Systems, LLC.  
2900 100<sup>th</sup> Street, Suite 309  
Urbandale, IA 50322

Attn: Accounts Manager

#### **15.8 Survival**

Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement, will survive expiration or termination of this Agreement.

#### **15.9 Independent Contractors & Use of Subcontractors**

Xerox will perform its obligations under this Agreement as an independent contractor of Customer. Nothing in this Agreement will be deemed to constitute Xerox and Customer as partners, joint ventures, or principal and agent. Xerox has no authority to represent Customer as to any matters, except as expressly authorized in this Agreement or in an authorized Supplemental Service Agreement. Xerox has the right to use, if appropriate, qualified third party vendors.

#### **15.10 Counterparts**

This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which taken together will constitute one and the same instrument.



IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first above written.

**Kendall County****XEROX GOVERNMENT SYSTEMS, LLC**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: Darrel L. LuxPrinted Name: Shayne BoydTitle: Kendall County JudgeTitle: VP Public Safety & Justice

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**Exhibit A**  
**Statement of Work**

This Statement of Work describes the application hosting services that Xerox will provide to Customer in connection with this Agreement. Should additional services be required beyond or not defined in the scope of this Agreement, Customer and Xerox may enter into a Supplemental Services Agreement as further described in Section 4.0 of the Agreement, subject to required Customer approvals.

**1.0 Application Software and Related Services**

A key element of this Statement of Work is to provide Customer during the term of the Agreement with licensed access to web version of FIREHOUSE Software Version 7 or above for use in the daily operation of their agency.

**1.1 FIREHOUSE Software Application**

Xerox will provide Customer with access to the Applications and modules set forth in Exhibit B during the term of the Agreement, including FIREHOUSE Software Web Version 7 or above. Pricing established in Exhibit B includes professional service to convert the existing customer FIREHOUSE Software data to the cloud environment.

**1.2 Key Assumptions Concerning Software**

- Xerox Software, subject matter experts and network services staff are available on a daily basis from 7:00 am to 7:00 pm (CST), Monday through Friday (except Xerox holidays) via a toll-free support number.
- Access to these applications will be provided during the Term of the Agreement, and via a browser based secure connectivity to a Xerox Data Center facility where all programs and data will be securely stored and accessible.
- All access to the Services shall be controlled by user names and passwords issued by Xerox to Customer from time to time upon request by Customer. Each user name and password will be unique to each staff member that Customer designates is authorized to access the Services. Customer is solely responsible for the security of the user names and passwords issued to Customer's staff members. Any access to the Services using such user names and passwords will be deemed access by Customer.
- All standard software upgrades will be provided to Customer at no additional charge during the term of the Agreement. Upgrades are implemented at Xerox' discretion in accordance with Xerox' standard general release schedule for upgrades.
- Subject to the clarification contained in the following sentence, Software will be modified for "mandated" State & Federal functional requirements that must be handled by or within the Xerox FIREHOUSE Software Application. These mandated modifications / enhancements will be provided by Xerox as long as they can reasonably be integrated into the base system architecture. At Xerox' discretion, if the requirements are such that they cause major



modification to either data structure or the systems base process flow architecture, then Xerox will inform the Customer of options, which may include additional cost, over and above the costs associated with this agreement.

- XEROX data center personnel will physically handle and coordinate all software upgrades for any Xerox directed base application enhancements or upgrades.
- In certain circumstances and/or to provide specific functionality, Xerox may utilize third party application software in conjunction with its own Xerox created software. In these instances, Xerox will inform the Customer of this third party relationship. Xerox will secure all necessary third party software licenses required to ensure proper and legal use by Customer during the Term in accordance with the Agreement.
- Unless otherwise specifically set forth in this Agreement, Xerox shall have no responsibility for the correctness, performance or underlying program code relating to third party software (not developed by Xerox) used in connection with the Services. However, the Xerox Account Manager, as part of this Agreement, will act as a liaison to the appropriate third party vendor/s when problems or concerns arise.

## **2.0 Hardware & Systems Accessibility**

### **Xerox Owned Equipment & Software**

- All software applications identified in Section 3 above will be hosted on remote data center computers provided by Xerox in a remote and secure data center where appropriate computer processing and wide-area network capabilities. Response times experienced by authorized users within Customer site will be maintained at commercially reasonable levels, and response time will be monitored and tuned by data center operations staff. Xerox is not responsible for network performance on network segments outside of Xerox control.
- If specific hardware is provided to the customer to connect Customer Local Area Network to Xerox data center, it will be properly maintained by Xerox. Any maintenance or upgrade needed to this equipment, to meet the deliverables of this agreement, will be the responsibility of Xerox.
- Customer will provide a safe, secure, and adequate environment to house necessary Xerox owned equipment. Customer will inform Xerox if/when these items are damaged or not operating properly.
- Xerox will be responsible for the repair or replacement of Xerox owned equipment if/when it is deemed not operating properly. Xerox owned equipment that is deemed not operating properly, will be repaired or replaced within two (2) business days of Xerox being notified of failure.
- The following equipment and software, if any, will be provided to the Customer for use as part of this Agreement. The equipment and software will be owned by Xerox, but will be located at a Customer facility. Customer will be responsible for the risk of loss or damage to the equipment and software located at its facility for as long as such equipment and software is within its care, custody or control. Xerox will be responsible for providing standard manufacturer maintenance coverage for all equipment supplied as part of this paragraph. Xerox will also be responsible for all shipment costs (both at the time of installation and at the



time of retrieval). Xerox will have no obligation to refresh the equipment or software in the absence of a contract amendment.

DESCRIPTION	MODEL	QUANTITY	MAINTENANCE
Not Applicable			

#### Customer Owned Equipment

- All required hardware, communication infrastructure, and related software will be the responsibility of the Customer.
- Customer will be responsible for maintaining or renewing any hardware maintenance agreements for their own equipment and at their own discretion.
- It is understood and agreed by Xerox and Customer that the Xerox services and equipment will integrate and connect to Customer equipment and/or network backbone, as a part of Customer's internal infrastructure.
- During the term of this Agreement, any upgrades, changes or additions to Customer owned equipment, or network environment that affects the connectivity, with Xerox equipment or communication infrastructure, must be reviewed and approved by Xerox. These upgrades, if approved, will be at Customer's expense unless otherwise mutually decided. If the Customer changes inhibit Xerox ability to provide the services of this Agreement, Xerox will work with the Customer on a best effort basis to resolve the underlying technical issues. However, if through these efforts a correction is not available, the Customer will be responsible to restore their environment to previous levels of service delivery.
- During the term of this Agreement, any expenses for maintenance, replacement, or repair, of Customer owned equipment or software will be at expense of Customer.

### **3.0 Customer Data**

- All data collected on tape or hard copy, or residing on Xerox data center computers supplied by Customer to be utilized by Xerox in the computer system data base to provide services herein, will remain the property of Customer, and no use will be made thereof beyond that listed in the Agreement, without written permission of Customer.
- Once per calendar year or upon expiration or termination of this Agreement, Xerox will upon written request of Customer return to Customer all Customer Data in a MS SQL Server database in MDF format. Any additional conversion of Customer Data to MS SQL Server database in MDF format shall be provided for the additional cost set forth in Exhibit B, Applicable Charges, under "Data Transfer." Any conversion of data for porting to other applications, including conversion to spreadsheet format, will not be provided under this Agreement.



- All Customer data located on Xerox computers in Xerox Data Center/s will be backed up routinely, professionally and daily and stored in secure off-site locations; retrievable by Xerox for Customer for any contingencies.
- Xerox shall be authorized to view and use all reports, data, or other material prepared by it for the Customer under this Agreement, but shall not disclose, nor permit disclosure of, any information designated by Customer as confidential, except authorized recipients as specifically and in writing designated by Customer.

#### **4.0 Professional Support Services**

- Xerox Software, subject matter expert and Network Services staff will be available daily from 7:00 am to 7:00 pm (CST), Monday through Friday (other than Xerox holidays) via toll free 800 support number. Call-back time from Xerox support will average at or under 1 hour.
- All monitoring of the XeroxWide Area Network communications environment and continuous operations, Xerox remote data Center operations and security, and secure back-ups and remote storage of Customer Data will be responsibility of Xerox.
- There will be no on-site visits by Xerox staff on Customer locations. Should Customer request such visits for any reason, Xerox will be entitled to compensation for the hours worked (as well as reasonable travel time), as well as reimbursement for travel and living expenses. Services will be billable at the then current Xerox labor rate, but not initiated without the written consent of Customer.
- Troubleshooting, repair, and replacement of Xerox provided equipment listed in section 2.0 above. Note: The removal of Spyware, Adware, Data Mining, and other infections are outside the scope of these support services and may incur standard time/material support charges. Customer will not incur any additional charges without prior written approval.

#### **5.0 Customer Responsibilities**

While Xerox will provide the account management, staffing, and computer hardware and software resources to provide the required services, Customer agrees to provide the following resources to support this effort:

- Identify the Customer Contract Administrator who will be the main contact for the Xerox Account Manager, for all service delivery issues.
- Identify Customer personnel in each department that can be the key contacts for the Xerox support team with regard to the specific software applications and functions related to the Xerox services.





- Customer is responsible for and controls all security on its internal Local Area Network/s, central computing, and desktop computing environments.
- Customer is responsible for all support services (technical and user) on its owned and internal LAN, other WAN connections outside of Xerox WAN, Central Computing, and desktop computing environments.
- Customer will provide, and is responsible for, the internal infrastructure necessary to allow Xerox to establish secure electronic communications and access to and from the Xerox remote data center.
- Customer is responsible for all Customer owned or purchased equipment set-up and integration into their own desktop or network environment.
- Customer shall, at its sole expense, at all times during the term of this Agreement, protect Xerox owned materials and/or equipment, which are located on Customer site, from deterioration other than normal wear and tear. Customer shall not use the Xerox owned items located on Customer premises for any purposes other than those for which they were designed hereunder. Customer shall bear the risk of loss or damage from fire, the elements, theft or otherwise from the time of and after the delivery of the items to the Customer's delivery address.
- Customer will not move any Xerox owned items or permit them to be moved from the original installation address without Xerox' prior written consent. Upon the request of Xerox, Customer shall make the materials available to Xerox during regular business hours for inspection at the place where it is normally located and shall make Customer's records pertaining to the materials available to Xerox for inspection.
- Except where the Parties mutually agree to extend the term of the Agreement past the initial term or any successive renewal period, upon termination (by expiration or otherwise) of this Agreement, Customer shall, pursuant to Xerox' instructions and at Customer's expense, return the materials and any documentation or other tangible manifestation of the materials to Xerox in the same operating order, repair, condition and appearance as when received, except for normal wear and tear. Customer shall return the materials to Xerox at its address set forth herein or at such other address within the United States as directed by Xerox.
- Customer shall not, without the prior written consent of Xerox, affix or install any accessory, equipment or device to any Xerox owned items which are located on the Customer site, which may either impair the originally intended function or that cannot be readily removed without causing material damages. The Customer will not, without the prior written consent of Xerox and subject to such conditions as Xerox may impose for its protection, affix these items to any real property if, as a result thereof, such materials will become a permanent fixture under applicable law.



**Exhibit B**  
**Applicable Charges**

**1.0 Based Yearly Fee**

Customer shall pay Xerox an annual fee as outlined below for 5 years for services starting on 10/1/2015 and ending on 9/30/2020. Services will be invoiced in advance at the start of the service year, and payments are due on a net 30 day basis.

**Payment Schedule:**

	Yearly Fee
Year 1	\$10,794.00
Year 2	\$10,794.00
Year 3	\$10,794.00
Year 4	\$10,794.00
Year 5	\$10,794.00

**Modules and Concurrent Users**

The following Firehouse Modules and licenses will be available to the customer:

ALAMO SPRINGS FIRE DEPT MODULES	Yes or No	# of Licenses
Incident Module	Yes	1
EMS Module	Yes	1
Staff, Training and Certifications	Yes	1
Occupancy Management	Yes	1
Inventory Management	Yes	1
Hydrant Module	Yes	1
Staff Scheduling	NO	0
Accounts Receivable	NO	0
Sketch	NO	0
Analytics	NO	0
CAD Monitor – Vendor	NO	N/A
VPN connection required for CAD data transfers	NO	N/A
Local Data Transfer	NO	N/A
Archived Database	NO	0



<b>BERGHEIM FIRE DEPT MODULES</b>	<b>Yes or No</b>	<b># of Licenses</b>
Incident Module	Yes	1
EMS Module	Yes	1
Staff, Training and Certifications	Yes	1
Occupancy Management	Yes	1
Inventory Management	Yes	1
Hydrant Module	Yes	1
Staff Scheduling	NO	0
Accounts Receivable	NO	0
Sketch	NO	0
Analytics	NO	0
CAD Monitor – Vendor	NO	N/A
VPN connection required for CAD data transfers	NO	N/A
Local Data Transfer	NO	N/A
Archived Database	NO	0

<b>COMFORT VOL FIRE DEPT MODULES</b>	<b>Yes or No</b>	<b># of Licenses</b>
Incident Module	Yes	1
EMS Module	Yes	1
Staff, Training and Certifications	Yes	1
Occupancy Management	Yes	1
Inventory Management	Yes	1
Hydrant Module	Yes	1
Staff Scheduling	NO	0
Accounts Receivable	NO	0
Sketch	NO	0
Analytics	NO	0
CAD Monitor – Vendor	NO	N/A
VPN connection required for CAD data transfers	NO	N/A
Local Data Transfer	NO	N/A
Archived Database	NO	0





<b>KENDALIA FIRE DEPT MODULES</b>	<b>Yes or No</b>	<b># of Licenses</b>
<b>Incident Module</b>	Yes	1
<b>EMS Module</b>	Yes	1
<b>Staff, Training and Certifications</b>	Yes	1
<b>Occupancy Management</b>	Yes	1
<b>Inventory Management</b>	Yes	1
<b>Hydrant Module</b>	Yes	1
<b>Staff Scheduling</b>	NO	0
<b>Accounts Receivable</b>	NO	0
<b>Sketch</b>	NO	0
<b>Analytics</b>	NO	0
<b>CAD Monitor – Vendor</b>	NO	N/A
<b>VPN connection required for CAD data transfers</b>	NO	N/A
<b>Local Data Transfer</b>	NO	N/A
<b>Archived Database</b>	NO	0

<b>SISTERDALE VOL FIRE DEPT MODULES</b>	<b>Yes or No</b>	<b># of Licenses</b>
<b>Incident Module</b>	Yes	1
<b>EMS Module</b>	Yes	1
<b>Staff, Training and Certifications</b>	Yes	1
<b>Occupancy Management</b>	Yes	1
<b>Inventory Management</b>	Yes	1
<b>Hydrant Module</b>	Yes	1
<b>Staff Scheduling</b>	NO	0
<b>Accounts Receivable</b>	NO	0
<b>Sketch</b>	NO	0
<b>Analytics</b>	NO	0
<b>CAD Monitor – Vendor</b>	NO	N/A
<b>VPN connection required for CAD data transfers</b>	NO	N/A
<b>Local Data Transfer</b>	NO	N/A
<b>Archived Database</b>	NO	0



WARING VOL FIRE DEPT MODULES	Yes or No	# of Licenses
Incident Module	Yes	1
EMS Module	Yes	1
Staff, Training and Certifications	Yes	1
Occupancy Management	Yes	1
Inventory Management	Yes	1
Hydrant Module	Yes	1
Staff Scheduling	NO	0
Accounts Receivable	NO	0
Sketch	NO	0
Analytics	NO	0
CAD Monitor – Vendor	NO	N/A
VPN connection required for CAD data transfers	NO	N/A
Local Data Transfer	NO	N/A
Archived Database	NO	0

## 2.0 Other Xerox Services

Services provided to Customer by Xerox, that are beyond the scope of this Agreement, or are in addition to or supplemental to the scope of this Agreement, will be provided at the then current Xerox labor rate during the Term. The Xerox Account Manager will always obtain prior approval from Customer on the nature of the services, personnel assigned and estimated time and expenses to be incurred. All such services will be performed in accordance with a fully executed Supplemental Service Agreement.

### Pricing Assumptions:

- Except as otherwise set forth herein, travel, lodging, meals and incidental expenses for Xerox staff that are directly related to performing the specific deliverables of this Agreement will be the responsibility of Xerox.
- Any other “expenses” that fall outside the deliverables of this Agreement will be the responsibility of Customer. The Xerox Account Manager will establish an approval process by Customer prior to incurring the expense.



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 9/14/2015</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	Capital Outlay/Budget adjustment
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Kendall County Operations Jean Maxwell, Operations Supervisor
<b>PHONE # OR EXTENSION #</b>	830-249-9343, ext 652
<b>TIME NEEDED FOR PRESENTATION</b>	5 Minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and Action to approve the purchase of a sign cutter in place of a computer and to do a budget adjustment for \$1,000 from data Processing, 11-620-55510 to 11-620-55400.
<b>REASON FOR AGENDA ITEM</b>	Capital outlay Budget Adjustment
<b>IS THERE DOCUMENTATION</b>	No
<b>WHO WILL THIS AFFECT?</b>	Road and Bridge Operations
<b>ADDITIONAL INFORMATION</b>	None

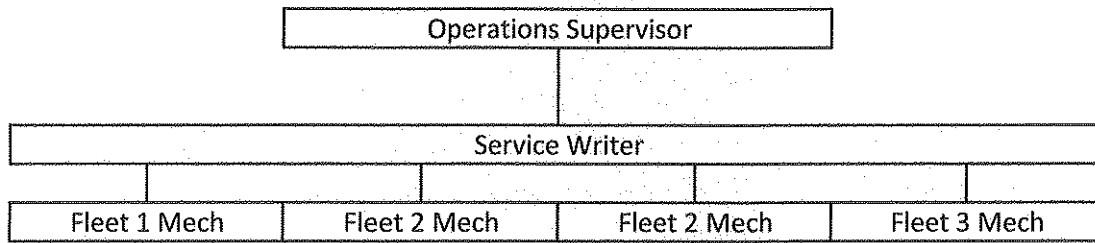


## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 9/14/2015**  
**OPEN SESSION**

<b>SUBJECT</b>	Operations Department Flow Chart
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Kendall County Operations Jean Maxwell, Operations Supervisor.
<b>PHONE # OR EXTENSION #</b>	830-249-9343, ext 652
<b>TIME NEEDED FOR PRESENTATION</b>	5 Minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and Action to approve the revision of job descriptions and titles.
<b>REASON FOR AGENDA ITEM</b>	Operations Department Flow Chart
<b>IS THERE DOCUMENTATION</b>	Yes
<b>WHO WILL THIS AFFECT?</b>	Road and Bridge Operations
<b>ADDITIONAL INFORMATION</b>	None

# Operations



Fleet 1: Will be responsible for SO maintenance and some minor R&B repairs.

Fleet 2: One mech will be responsible for the fuel truck and some minor field repairs along with County vehicle and equip maintenance.

Fleet 2: One mech will be responsible for vehicle and equip repairs along with field repairs. County vehicle and equip maintenance is also included.

Fleet 3: Will be responsible for more of the heavy equip repairs along with field repairs. County vehicle and equip maintenance is also included. Limited supervisory capacity.

All mechanics will assist or perform the necessary repairs or maintenance to the County VFD departments as well as other departments within the county.



## **KENDALL COUNTY CLASS SPECIFICATION**

### **FLEET MECHANIC I**

**Grade: 7**

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#### **GENERAL SUMMARY**

Under general supervision of the Service Writer, the purpose of the position is to ensure proper maintenance and repair of County vehicles and equipment for efficient and safe use. Employees in this classification are responsible for mechanical work on vehicles and equipment.

#### **EXAMPLES OF ESSENTIAL FUNCTIONS**

**Duties may include but are not limited to the following:**

Maintains and repairs County vehicles and equipment for the Sheriff's office patrol fleet; diagnoses mechanical problems on small engines; works on and installs various mechanical parts on small engines; completes parts runs as needed.

Maintains cleanliness of shop; maintains inventory of necessary materials and supplies.

Assists other mechanics as needed.

Completes required paperwork such as completing work order documents.

#### **EXPERIENCE AND TRAINING**

High school diploma or GED; supplemented by two (2) to four (4) years previous experience or trade school or technical training that includes equipment and vehicle maintenance and repair including fueling and lubrication.

#### **LICENSES AND CERTIFICATIONS**

Must possess valid commercial driver's license with tanker endorsement. Must possess or obtain AC Recovery certification, motor vehicle inspector's license, and ICS 100 and 700 certifications.

#### **KNOWLEDGE, SKILLS AND ABILITIES**

**Knowledge of:**

- Maintenance and repair of vehicles and equipment and various systems associated with each.

**Lube Technician Class Specification**  
**KENDALL COUNTY**

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- Vehicle inspections and equipment inspections for safe operation.
- Various tools and computer equipment used to diagnose vehicle and equipment problems.
- Correct English usage and grammar.

**Ability to:**

- Utilize various advisory and design data and information such as maintenance manuals and vehicle and equipment design and repair manuals.
- Communicate verbally and in writing so as to allow comprehension by receiving party.
- Understand and exchange information with supervisors and co-workers when receiving assignments and instructions.
- Communicate and interact with public and work crews.
- Follow safe work practices including workplace safety policies and procedures.
- Walk, stand, sit, kneel, push, stoop, crawl, twist, reach above the shoulder, grasp, pull, bend repeatedly, climb stairs and ladders.
- Use shop tools, lifts, jacks, forklifts and specialty repair and maintenance tools.
- Operate a motor vehicle and heavy equipment.
- Exert heavy physical effort involving objects and materials of 50 pounds to 100 pounds.
- Work outdoors in all types of inclement weather. Cold weather and rain gear will be issued.

Kendall County is an Equal Opportunity Employer and maintains compliance with the Americans with Disabilities Act by providing reasonable accommodations to qualified individuals and employees with disabilities.



## **KENDALL COUNTY CLASS SPECIFICATION**

### **FLEET MECHANIC II – LUBE TECH**

**Grade: 8**

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#### **GENERAL SUMMARY**

Under general supervision of the Service Writer the position is to ensure proper maintenance and repair of County vehicles and equipment for efficient and safe use. Employees in this classification are responsible for maintenance and operation of the County fuel and lubrication truck while carrying out preventative and corrective maintenance including fueling and lubrication of equipment and vehicles.

#### **EXAMPLES OF ESSENTIAL FUNCTIONS**

**Duties may include but are not limited to the following:**

Maintains the County fuel and lubrication truck; maintains County vehicles and equipment by fueling and lubricating; completes oil changes and greasing within repair shop and at work sites; performs welds as required for repairs.

Delivers fuel to job sites as needed.

Completes required paperwork such as completing work order documents.

Assists other mechanics as needed.

Maintains cleanliness of repair shop.

#### **EXPERIENCE AND TRAINING**

High school diploma or GED; supplemented by two (2) to four (4) years previous experience or trade school or technical training that includes equipment and vehicle maintenance and repair including fueling and lubrication.

#### **LICENSES AND CERTIFICATIONS**

Must possess valid commercial driver's license with tanker and Hazmat endorsements. Must possess or obtain AC Recovery certification, motor vehicle inspector's license, and ICS 100 and 700 certifications.

## **KNOWLEDGE, SKILLS AND ABILITIES**

### **Knowledge of:**

- Maintenance and repair of vehicles and heavy equipment and various systems associated with each.
- Vehicle inspections and equipment inspections for safe operation.
- Various tools and computer equipment used to diagnose vehicle and equipment problems.
- Correct English usage and grammar.

### **Ability to:**

- Utilize various advisory and design data and information such as maintenance manuals and vehicle and equipment design and repair manuals.
- Communicate verbally and in writing so as to allow comprehension by receiving party.
- Understand and exchange information with supervisors and co-workers when receiving assignments and instructions.
- Communicate and interact with public and work crews.
- Follow safe work practices including workplace safety policies and procedures.
- Walk, stand, sit, kneel, push, stoop, crawl, twist, reach above the shoulder, grasp, pull, bend repeatedly, climb stairs and ladders.
- Use shop tools, lifts, jacks, forklifts and specialty repair and maintenance tools.
- Operate a motor vehicle and heavy equipment.
- Exert heavy physical effort involving objects and materials of 50 pounds to 100 pounds.
- Work outdoors in all types of inclement weather. Cold weather and rain gear will be issued.

Kendall County is an Equal Opportunity Employer and maintains compliance with the Americans with Disabilities Act by providing reasonable accommodations to qualified individuals and employees with disabilities.

## **KENDALL COUNTY CLASS SPECIFICATION**

### **FLEET MECHANIC II**

**Grade: 8**

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#### **GENERAL SUMMARY**

Under general supervision of the Service Writer, the purpose of the position is to ensure proper maintenance and repair of County vehicles and equipment for efficient and safe use. Employees in this classification are responsible for the carrying out preventative and corrective maintenance and lubrication of County equipment and vehicles.

#### **EXAMPLES OF ESSENTIAL FUNCTIONS**

**Duties may include but are not limited to the following:**

Maintains County vehicles and heavy equipment for road maintenance; diagnoses mechanical problems; works on and installs various parts including engines, transmissions, drivelines, brakes, and exhaust systems; completes oil changes and greasing within repair shop and at work sites; performs welds as required for repairs.

Completes required paperwork such as completing work order documents.

Assists other mechanics as needed.

Maintains cleanliness of repair shop.

#### **EXPERIENCE AND TRAINING**

High school diploma or GED; supplemented by two (2) to four (4) years previous experience or trade school or technical training that includes equipment and vehicle maintenance and repair including fueling and lubrication.

#### **LICENSES AND CERTIFICATIONS**

Must possess valid commercial driver's license with tanker and Hazmat endorsements. Must possess or obtain AC Recovery certification, motor vehicle inspector's license, and ICS 100 and 700 certifications.

#### **KNOWLEDGE, SKILLS AND ABILITIES**

**Knowledge of:**

**Lube Technician Class Specification**  
**KENDALL COUNTY**

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- Preventive and corrective maintenance and repair of vehicles and heavy equipment and various systems associated with each.
- Vehicle inspections and equipment inspections for safe operation.
- Various tools and computer equipment used to diagnose vehicle and equipment problems.
- Correct English usage and grammar.

**Ability to:**

- Use various advisory and design data and information such as maintenance manuals and vehicle and equipment design and repair manuals.
- Communicate verbally and in writing so as to allow comprehension by receiving party.
- Understand and exchange information with supervisors and co-workers when receiving assignments and instructions.
- Communicate and interact with public and work crews.
- Follow safe work practices including workplace safety policies and procedures.
- Walk, stand, sit, kneel, push, stoop, crawl, twist, reach above the shoulder, grasp, pull, bend repeatedly, climb stairs and ladders.
- Use shop tools, lifts, jacks, forklifts and specialty repair and maintenance tools.
- Operate a motor vehicle and heavy equipment.
- Exert heavy physical effort involving objects and materials of 50 pounds to 100 pounds.
- Work outdoors in all types of inclement weather. Cold weather and rain gear will be issued.

Kendall County is an Equal Opportunity Employer and maintains compliance with the Americans with Disabilities Act by providing reasonable accommodations to qualified individuals and employees with disabilities.

## **KENDALL COUNTY CLASS SPECIFICATION**

### **FLEET MECHANIC III**

**Grade: 10**

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#### **GENERAL SUMMARY**

Under general supervision of the Service Writer, the purpose of the position is to ensure proper maintenance and repair of County vehicles and equipment for efficient and safe use. Employees in this classification perform mechanical work on vehicles and heavy equipment associated with road maintenance. This position will also include limited supervisory duties.

#### **EXAMPLES OF ESSENTIAL FUNCTIONS**

**Duties may include but are not limited to the following:**

Maintains and repairs County vehicles and heavy equipment for road maintenance; diagnoses mechanical problems; works on and installs various mechanical parts including engines, transmissions, drivelines, brakes, and exhaust systems; fabricates and welds parts.

Troubleshoots equipment and truck problems at work sites and repairs on site.

Installs optional parts on equipment such as lights, fuel tanks, tool boxes and other various options.

Conducts on-site maintenance such as oil changes.

Maintains cleanliness of maintenance and repair shop; maintains inventory of necessary materials and supplies.

Completes required paperwork such as completing work order documents.

Answers phones; places calls to vendors for pricing and availability of parts.

Assists in training of new mechanics.

Completes repairs of shop facility including building repairs and yard maintenance.

#### **EXPERIENCE AND TRAINING**

High school diploma or GED; supplemented by four (4) to six (6) years previous experience or trade school or technical training that includes equipment and vehicle maintenance and repair including fueling and lubrication.

### **LICENSES AND CERTIFICATIONS**

Must possess valid commercial driver's license with tanker and Hazmat endorsements. Must possess AC Recovery certification, motor vehicle inspectors license, and ICS 100 and 700 certifications.

### **KNOWLEDGE, SKILLS AND ABILITIES**

#### **Knowledge of:**

- Maintenance and repair of vehicles and heavy equipment and various systems associated with each.
- Vehicle inspections and equipment inspections for safe operation.
- Various tools and computer equipment used to diagnose vehicle and equipment problems.
- Correct English usage and grammar.

#### **Ability to:**

- Utilize various advisory and design data and information such as maintenance manuals and vehicle and equipment design and repair manuals.
- Communicate verbally and in writing so as to allow comprehension by receiving party.
- Understand and exchange information with supervisors and co-workers when receiving assignments and instructions.
- Communicate and interact with public and work crews.
- Follow safe work practices including workplace safety policies and procedures.
- Walk, stand, sit, kneel, push, stoop, crawl, twist, reach above the shoulder, grasp, pull, bend repeatedly, climb stairs and ladders.
- Use shop tools, lifts, jacks, forklifts and specialty repair and maintenance tools.
- Operate a motor vehicle and heavy equipment.
- Exert heavy physical effort involving objects and materials of 50 pounds to 100 pounds.



**Heavy Equipment Mechanic Class Specification**  
**KENDALL COUNTY**

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Kendall County is an Equal Opportunity Employer and maintains compliance with the Americans with Disabilities Act by providing reasonable accommodations to qualified individuals and employees with disabilities.

Revised



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 9/14/2015  
OPEN SESSION

SUBJECT	Emergency Response
DEPARTMENT & PERSON MAKING REQUEST	Robert Kinsey, Facilities Maintenance Manager
PHONE # OR EXTENSION #	830-249-9343 ext 380
TIME NEEDED FOR PRESENTATION	2 minutes
WORDING OF AGENDA ITEM	Consideration and action to pay Facilities Maintenance employees for emergency call out time.
REASON FOR AGENDA ITEM	Special compensation for emergency call out for water problem at Jail.
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Facilities Maintenance Department
ADDITIONAL INFORMATION	None

**KENDALL COUNTY  
Facilities Maintenance Department**

**EMERGENCY CALL OUT  
Summary: August 2015**

<b>Employee Name</b>	<b>Date</b>	<b>Total Call Out Hrs</b>	<b>Compensated Time</b>
Pedro Fernandez	8/29/2015	2.0	2.0
Robert Kinsey	8/29/2015	2.0	2.0

The above listed employee(s) were called out due to: Plumbing Problem at Jail

Call out pay is time and a half of the employee's current hourly rate.

Approximate grand total amount: \$123.03

Commissioners Court: 09/14/2015



**KENDALL COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

**COMMISSIONER COURT DATE: 9/14/2015  
OPEN SESSION**

<b>SUBJECT</b>	Improvement of Traffic at IH 10 and Hwy 87 in Comfort, TX
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Royce Steubing, Commissioner Pct 4 Don Durden, Civil Engineer
<b>PHONE # OR EXTENSION #</b>	210-867-3094
<b>TIME NEEDED FOR PRESENTATION</b>	30 minutes
<b>WORDING OF AGENDA ITEM</b>	(3:00 p.m.) Presentation of proposed project to improve the traffic flow at the intersection of IH10 and Hwy 87 near Love's Truck Stop.
<b>REASON FOR AGENDA ITEM</b>	To inform the Court of a future proposal for a joint project with Kendall County and the Texas Department of Transportation (TXDOT) concerning the intersection of IH10 and Hwy 87.
<b>IS THERE DOCUMENTATION</b>	No
<b>WHO WILL THIS AFFECT?</b>	Precinct 4
<b>ADDITIONAL INFORMATION</b>	None



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 9/14/2015  
OPEN SESSION

SUBJECT	Joint Workshop with Cow Creek Groundwater Conservation District on Proposed Rules
DEPARTMENT & PERSON MAKING REQUEST	CCGCD, Micah Voulgaris Darrel L. Lux, County Judge
PHONE # OR EXTENSION #	830-249-9343, ext. 213
TIME NEEDED FOR PRESENTATION	45 minutes
WORDING OF AGENDA ITEM	(4:00 p.m.) Workshop with Cow Creek Groundwater Conservation District (CCGCD) Board of Directors to discuss potential changes to the CCGCD rules.
REASON FOR AGENDA ITEM	Workshop needed for coordination between the County and the Groundwater District on potential new rules.
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	None