

**NOTICE OF MEETING
COMMISSIONERS' COURT OF LAVACA COUNTY**

Notice is hereby given that a Regular Meeting of the Lavaca County Commissioners' Court will be held on the 13th day of October, 2020 @ 10:00 AM, Lavaca County Commissioners' Courtroom, 1st Floor, Lavaca County Courthouse. This meeting will be streamed live via www.facebook.com/LavacaTX/. If any member of the public would like to submit a question regarding an Agenda Item, a Public Participation Form can be found on our website at <https://www.co.lavaca.tx.us/page/lavaca.Commissioners.Court> and submitted via email to comm@co.lavaca.tx.us. No electronic forms will be accepted after 9AM on the day of the meeting.

Pursuant to the authority granted under Government Code, Chapter 551, the Commissioners' Court may convene in a closed meeting to discuss any of the agenda items listed below. Immediately before any closed session, the specific section or sections of Government Code, Chapter 551, which provide statutory authority will be announced.

Confirm Quorum with Roll Call (please turn off cell phones and sign in)

Call to Order and Welcome

Invocation, Pledge of Allegiance and Pledge to the Texas Flag by Commissioner Edward Pustka

Discussion and/or action agenda:

1. Approve Memorandum of Understanding with the Department of Public Safety of the State of Texas for Driver Records under Tex. Transportation Code Chapters 521 and 720. **(Auditor)**
2. Request of Festival of Lights Committee to continue the use of the Lavaca County Courthouse and grounds for the seasonal display. **(Judge)**
3. Approve bond for Lisa Lowe, Records Management Officer. **(Judge)**
4. Declare the items listed on the attached Exhibit A as surplus property. **(JP#4)**
5. Declare the items listed on the attached Exhibit B as surplus property. **(Probation)**
6. Emergency Management Update. **(EOC)**
7. Discuss and/or approve or make changes to the proposed Lavaca County Development Regulations Manual. **(Judge)**
8. Acknowledge Stryker (ProCare Services) as Sole Source provider in the Hospital, Emergency Response Training markets in the U.S. and Canada for emergency services and products. **(Auditor)**
9. Acknowledge PeaceMaker Technologies, LLC as the Sole Source provider of the DT Research 311Y anti-microbial version 2-in-1 Rugged Tablet for state, local, and municipal government entities. **(Auditor)**

10. EMS Update. (EMS)
11. Discuss/approve the "Center for Tech and Civic Life" grant in the amount of \$11,360.00. (Elections)


Consent Agenda – Unless a member of the Court requests a separate consideration of any items, all under the Consent Agenda are considered to be of routine nature or have been previously deliberated by the Court in an open meeting and therefore may be approved by one motion, second and vote.

12. Minutes of September 28, 2020 Regular Called Commissioners Court Meeting.
13. File of record the Personnel Policy for the County of Lavaca.
14. File of record the County Boat Agent Agreement between Lavaca County Tax Assessor-Collector and Texas Parks and Wildlife Department.
15. Ratify Proclamation signed by Lavaca County Judge proclaiming October 6, 2020 as German American Day.
16. Summarized Statements Showing Transactions in Lavaca County for the Year October 1, 2019 through September 30, 2020.
17. County Auditor Monthly Report.
18. County Treasurer Monthly Report, Quarterly Investment Report and Public Financial Report.
19. Tax Assessor/Collector Report as per 31.10 of the Property Tax Code.
20. County Officials' Reports.
21. Claims and/or Payroll.
22. Budget Amendments, if any.

Court members signing of paperwork related to items above

Adjournment by Presiding Officer

**COMMISSIONERS' COURT OF
LAVACA COUNTY, TEXAS**



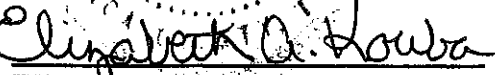
 Keith Mudd
 Lavaca County Judge

FILED FOR RECORD
 At 1:30 O'Clock P M

OCT 09 2020

ELIZABETH A. KOUBA, CLERK
 COUNTY COURT LAVACA CO, TEXAS
 By Barbara Steffek Deputy

I, the undersigned, do hereby certify this notice was posted at 1:30 o'clock P M on the 9th day of October, 2020, which is at least 72 hours prior to the scheduled meeting.



 Elizabeth A. Kouba Lavaca County Clerk
 by Barbara Steffek

Exhibit "A"

HALLIE HALL
Justice of the Peace
Precinct Four

113 Nelson Street * Yoakum, TX 77995 * 361-293-9146 * Fax 361-293-5818

LOT #1

Computers

1. IBM Thinkcentre	Serial #KCWX6VH	Tag #001603
2. IBM Thinkcentre	Serial #LKNV776	Tag #004604
3. IBM Thinkcentre	Serial # LKNV802	Tag #004605
4. Dell Optiplex GX280	Serial #DVV9V71	Tag #004606
5. HP Compaq Elite 8300	Serial #MXL3260XM3	Tag #016005
6. HP Compaq Pro 6300 (all in one)	Serial #MXL32114GP	Tag #016006

* ALL HARD DRIVES HAVE BEEN REMOVED,

#2 has monitor, #3 has monitor, keyboard and mouse, #4 has 2 monitors, #5 has monitor and keyboard, #6 has wireless keyboard.

Printers

1. Lexmark MX410de	Serial #701520M00B42	Tag #016007
2. HP Laserjet 3390	Serial #CNLJP19952	Tag #004603
3. HP Laserjet 1300	Serial #CNBJN322826	Tag #012119
4. HP Laserjet M2727nf	Serial #CNBJ405755	Tag #012128
5. Xerox Workcentre XD100	Serial #1998AUGUST053878	Tag #004602
6. Lexmark Z43	Serial #21240300316	Tag #012121
7. HP Officejet Pro 8000 (color)	Serial #MY97K2402T	No Tag

Miscellaneous Equipment

1. Brother Fax machine	Serial #U61227LK502885	Tag #012125
2. Canon P1011D adding machine	Serial #112891	Tag #012103
3. Duofone TAD274 deskphone	Serial #TO1917895CT	Tag #012114
4. Uniden Trunktracker IV scanner	Serial #359Z18002059	Tag #012130
5. Uniden Trunktracker IV scanner	Serial #388Z84001104	Tag #004607
6. 2 (Two) APC surge/battery		

*Status of equipment is unknown.

"EXHIBIT B"

The 2nd 25th Judicial District respectfully request the Lavaca County Commissioners' Court declare the following two items as surplus property.

- 1. 2001 Ford Crown Victoria/4-Door; VIN# 2FAFP71W31X201885;
White Exterior/Grey Interior
-177,015 miles
-Fair condition**

- 2. 2006 Ford E350, 15 Passenger Van;
VIN# 1FBSS31L96HA54067;White Exterior/Grey Interior
-111,785 miles
-Fair condition**

**MEMORANDUM OF UNDERSTANDING
FOR DRIVER RECORDS UNDER TEX. TRANSP. CODE CHAPTERS 521 AND 730**

This Memorandum of Understanding (MOU) is entered into between the Department of Public Safety of the State of Texas (DPS) and LAVACA COUNTY, TEXAS (Governmental Entity) collectively referred to as the Parties under the authority of Tex. Transp. Code Chapters 521 and 730. DPS will deliver Driver Records in an electronic format to Governmental Entity, subject to the following terms and conditions.

I. BACKGROUND

A. Texas Law

Texas law authorizes DPS to: (1) provide Driver Records individually and in bulk for specified permissible purposes; and (2) establish an Interactive System to provide the release of Driver Records.

Texas law requires each prospective Governmental Entity to execute a written agreement containing safeguards DPS considers necessary or reasonable to ensure that Driver Records obtained are used only for permissible purposes and that the rights of individuals and DPS are protected before the Governmental Entity receives any Driver Records.

B. State and federal law

State and federal law, including the federal Driver's Privacy Protection Act of 1994 (18 U.S.C. § 2721 *et seq.*) and the Texas Motor Vehicle Records Disclosure Act (Tex. Transp. Code § 730) extend privacy protections to Personal Information maintained in the files of state motor vehicle agencies such as DPS.

C. Interactive System for Driver Records

The Interactive System for Driver Records, by which DPS supplies Driver Records in an electronic format including real-time and batch web-based applications, is operated and controlled by a State of Texas vendor. The State of Texas vendor is the duly authorized service agent of DPS responsible for processing electronically submitted Driver Records requests and delivering Driver Records in a secure, electronic format utilizing the Interactive System. The State of Texas vendor is obligated to specific performance level requirements. As such, the State of Texas vendor has the authority to suspend any Governmental Entity account or access to the Interactive System when such access compromises the operation of the Interactive System. Suspension of such account or access will continue until the compromising condition is resolved to the satisfaction of DPS.

II. DEFINITIONS

- A. Driver Records** means a record that pertains to a motor vehicle operator or driver license or permit, or identification document issued by DPS for all license holders in Texas as described in Tex. Transp. Code § 521.050.
- B. Personal Information** means information that identifies an individual, including but not limited to an individual's date of birth, driver license number or identification card number, name, and address.

III. CERTIFICATION OF PERMISSIBLE USE(S)

By signing this MOU, the Governmental Entity, certifies compliance with all provisions of the federal Driver's Privacy Protection Act of 1994, the Texas Motor Vehicle Records Disclosure Act, and with all other state and federal laws applicable to this MOU. The Governmental Entity certifies that its use of Driver Records obtained under this MOU is for the following permissible purpose(s) only and for no others.

Check all that apply:

- 1. For use in connection with any matter of:
 - (a) motor vehicle or motor vehicle operator safety;
 - (b) motor vehicle theft;
 - (c) motor vehicle emissions;
 - (d) motor vehicle product alterations, recalls, or advisories;
 - (e) performance monitoring of motor vehicles or motor vehicle dealers by a motor vehicle manufacturer;
 - (f) removal of non-owner records from the original owner records of a motor vehicle manufacturer to carry out the purposes of: the Automobile Information Disclosure Act, 15 U.S.C. Section 1231 *et seq.*; 49 U.S.C. §§ 301, 305, 323, 325, 327, 329, and 331; the Anti Car Theft Act of 1992, 18 U.S.C. §§ 553, 981, 982, 2119, 2312, 2313, and 2322; 19 U.S.C. §§ 1646b and 1646c; and 42 U.S.C. § 3750a *et seq.*, all as amended; the Clean Air Act, 42 U.S.C. § 7401 *et seq.*, as amended; and any other statute or regulation enacted or adopted under or in relation to a law included in this subsection;
 - (g) child support enforcement under Tex. Family Code § 231; or
 - (h) enforcement by the Texas Workforce Commission under Title 4, Labor Code.
- 2. For use by a government agency, including any court or law enforcement agency, in carrying out its functions or a private person or entity acting on behalf of a government agency in carrying out the functions of the agency.
- 3. For use in connection with a matter of:
 - (a) motor vehicle or motor vehicle operator safety;
 - (b) motor vehicle theft;
 - (c) motor vehicle product alterations, recalls, or advisories;
 - (d) performance monitoring of motor vehicles, motor vehicle parts, or motor vehicle dealers;
 - (e) motor vehicle market research activities, including survey research; or
 - (f) removal of non-owner records from the original owner records of motor vehicle manufacturers.
- 4. For use in the normal course of business by a legitimate business or an authorized agent of the business, but only to verify the accuracy of Personal Information submitted by the individual to the business or the authorized agent of the business; and, if the information is not correct, to obtain the correct information for the sole purpose of preventing fraud by pursuing a legal remedy against or recovering on a debt or security interest against the individual.
- 5. For use in conjunction with a civil, criminal, administrative, or arbitral proceeding in any court or government agency or before any self-regulatory body, including service of process, investigation in anticipation of litigation, execution or enforcement of a judgment or order, or under an order of any court.

- 6. For use in research or in producing statistical reports, but only if the Personal Information is not published, re-disclosed, or used to contact any individual.
 - 7. For use by an insurer or insurance support organization, or by a self-insured entity, or an authorized agency of the entity in connection with claims investigation activities, antifraud activities, rating, or underwriting.
 - 8. For use in providing notice to an owner of a towed or impounded vehicle.
 - 9. For use by a licensed private investigator agency or licensed security service for a purpose permitted as stated in this MOU.
 - 10. For use by an employer or an authorized agent or insurer of the employer to obtain or verify information relating to a holder of a commercial driver's license that is required under 49 U.S.C. § 313.
 - 11. For use in connection with the operation of a private toll transportation facility.
 - 12. For use by a consumer reporting agency, as defined by the Fair Credit Reporting Act (15 U.S.C. § 1681 *et seq.*), for a purpose permitted under that Act.
 - 13. For use in the prevention, detection, or protection against personal identity theft or other acts of fraud. Prior to release of Personal Information, DPS may require additional information.
 - 14. For any other purpose specifically authorized by law that relates to the operation of a motor vehicle or to public safety. Provide the statutory authority:
-

Governmental Entity must restrict access to, use of, and disclosure of Driver Records, including Personal Information, to designated personnel solely for the purposes as identified in this MOU. Access to and use of Driver Records by the Government Entity's personnel that are not authorized is strictly prohibited. Any access, use, or disclosure not required for the purposes of this MOU or for any unofficial purpose is strictly prohibited. Violation of the federal Driver's Privacy Protection Act or the Texas Motor Vehicle Records Disclosure Act may result in civil and criminal penalties.

IV. RESPONSIBILITIES OF GOVERNMENTAL ENTITY

A. Resell or Re-disclosure

Governmental Entity will not resell or re-disclose Personal Information obtained under this MOU to third parties in the identical or a substantially identical format. Governmental Entity may resell or re-disclose Personal Information only for a use authorized by Tex. Transp. Code, § 730.007, and in compliance with the sections of this MOU entitled "Record Creation and Retention" and "Provide Copies of Records and Notification of Release." Personal Information under the Driver's Privacy Protection Act and the Texas Motor Vehicle Records Disclosure Act is excepted from disclosure under the Texas Public Information Act.

B. Record Creation and Retention

If Governmental Entity legally resells or re-discloses Personal Information obtained from Driver Records under this MOU, Governmental Entity must create a record identifying each person or entity that obtained Personal Information from Governmental Entity and the legally permissible purpose for which Driver Records were obtained. Governmental Entity must ensure that any third party to whom it releases any Driver Records will comply with all federal and state laws on the release of the information and all terms, conditions, and obligations of this MOU. Governmental Entity must retain such records for a period of not less than seven years following transfer of Driver Records to the third party of the following: the name of any person or entity to whom the release was made; the date the

release was made; the permitted use for which Driver Records were released; the written agreement with the third party; and contact information for the person or entity Driver Records were released to.

C. Unauthorized Disclosure

Governmental Entity will immediately, but no later than two calendar days, notify DPS of any inadvertent or unauthorized release, disclosure, breach, or compromise of Driver Records obtained under this MOU as soon as Governmental Entity knows or should have known of such unauthorized or inadvertent release, disclosure, breach, or compromise of security. This obligation applies whether the action or omission was by Governmental Entity, its employees or agents, or by any person or entity that acquired Driver Records from Governmental Entity, either directly or indirectly. Governmental Entity must notify DPS of any breach of system security as required by Tex. Bus. & Comm. Code § 521.053(c), and will cooperate fully with DPS in any investigation required by this statute.

D. Consumer Protection

Driver Records furnished under this MOU will not be used by Governmental Entity to engage in any method, act, or practice that is unfair or deceptive, nor will Driver Records be used for marketing, solicitations, or surveys not authorized by law.

E. Direct Access to Driver Records

No member of the public or any person outside the direct employ or control of Governmental Entity will be permitted direct access to Driver Records through Governmental Entity under this MOU for any reason other than Governmental Entity's intended and legitimate use of Driver Records.

F. Provide Copies of Records and Notification of Release

If Governmental Entity re-discloses any Driver Records obtained under this MOU to a third party, Governmental Entity must provide access to or copies of those records required in the section of this MOU entitled "Record Creation and Retention" to DPS immediately upon DPS's request. DPS retains the right to require the records in any applicable format, including electronic or paper. Governmental Entity will bear the expense of providing this information to DPS, including any postage or shipping charges.

G. Assignability

Governmental Entity will not assign, license, or transfer any of its rights, duties, and obligations under this MOU without the prior written consent of DPS. An attempted assignment in violation of this section is null and void. Any approved assignment will not relieve the assignor of any liability or obligation under this MOU.

V. TERM of MOU

The effective date of this MOU will begin on the execution date and will continue in effect until four years from the execution date.

VI. CONSIDERATION

Under Tex. Transp. Code § 521.049, DPS will not charge a fee for Driver Records disclosed to a law enforcement or other governmental agency for an official purpose, unless the government agency requests Driver Records sold in bulk for research purposes. If Governmental Entity wishes to obtain Driver Records for research, it must first enter into a separate contract with DPS to purchase Driver Records for a fee.

VII. TERMS AND CONDITIONS

A. Termination

1. **For Convenience:** either Party may terminate this MOU for convenience at any time for any reason by giving the other Party 30 calendar days' written notice. If a Party elects to terminate this MOU for convenience, all unfilled obligations will remain in full force. In no event will termination for convenience by DPS give rise to any liability whatsoever on the part of DPS.
2. **For Cause:** DPS may immediately terminate this MOU for cause for any violation of the terms of this MOU or for any violation of any state or federal law or regulation relating to the subject matter of this MOU. DPS will provide Governmental Entity with written notice to terminate this MOU, which termination will become effective immediately upon Governmental Entity's receipt of the notice. If this MOU is terminated for cause, DPS may refuse to provide Driver Records to Governmental Entity in any format.
3. **Mutual Termination:** this MOU may further be terminated by mutual agreement and consent, in writing, by both Parties.

B. Amendments

DPS may amend the terms and conditions of this MOU from time to time in order to accommodate changes in the records or information furnished under this MOU and for other reasons deemed appropriate by DPS. No modification or amendment to this MOU will become valid unless in writing and signed by both Parties. All correspondence regarding modifications or amendments to this MOU will be forwarded to DPS for prior review and written approval. Only an authorized representative or an authorized designee will be authorized to sign changes or amendments.

C. Notice

Any notice required or permitted under this MOU must be directed to the Parties at the addresses shown below. The following contact person is designated by Governmental Entity to receive all notices regarding this MOU.

DPS License and Record Service / Online Services	P.O. Box 4087 Austin, TX 78773- 0360	PH: 512-424-5967 FAX: 512-424-7456	e.commerce@dps.texas.gov
Contact Name and Title SHANA R. OPELA COUNTY AUDITOR	Address P.O. BOX 283 HALLETTSVILLE, TX 77964	PH: (361) 798-2711 FAX: (361) 798-5046	E-mail
Alternate Point of Contact Name and Title DENISE BARTON ASST. COUNTY AUDITOR	Address P.O. BOX 283 HALLETTSVILLE, TX 77964	PH: (361) 798-2711 FAX: (361) 798-5046	E-mail

Notices to the Parties at the addresses shown above will be deemed received: (i) when delivered in hand and a receipt granted; (ii) three calendar days after it is deposited in the United States mail by certified mail, return receipt requested; or (iii) when received if sent by confirmed facsimile or confirmed email. Either of the Parties may change its address or designated individual(s) to receive notices by giving the other Party written notice as provided above, specifying the new address and/or

individual and the date upon which it will become effective.

D. Compliance with Law

The Parties will comply with all local, state, and federal laws and regulations applicable to the subject matter of this MOU, including but not limited to, the federal Driver's Privacy Protection Act of 1994 and the Texas Motor Vehicle Records Disclosure Act.

E. Survival

Any provisions of this MOU that impose continuing obligations on the Parties, including the following, will survive the expiration or termination of this MOU for any reason: confidentiality and security obligations; notice regarding any unauthorized disclosure or breach; resell or re-disclosure obligations; audit obligations; and any other provision that imposes a continuing obligation on Governmental Entity.

F. Change of Status

This MOU will automatically terminate if Governmental Entity ceases to exist, substantially changes the nature of its governing business, or if it ceases to qualify for Driver Records under the permissible use(s) certified in the section of this MOU entitled "Certification of Permissible Uses(s)." Governmental Entity must immediately notify DPS in writing of any such change in status.

G. No Liability for Employees and Officers

Each Party to this MOU will have no liability whatsoever for the actions or omissions of an individual employed or contracted by the other Party, regardless of where the individual's action or omissions occurred. Each Party is solely responsible for the actions or omissions of its employees and agents; however, such responsibility is only to the extent required by Texas law. Where injury or property damage results from the joint or concurring acts or omissions of the Parties; liability, if any, will be shared by each Party in accordance with the applicable laws of the State of Texas, and subject to all defense, including governmental immunity. These provisions are solely for the benefit of the Parties to this MOU and not for the benefit of any person or entity not a Party to this MOU; nor will any provision of this MOU be deemed a waiver of any defenses available by law.

H. Incorporation of Other Documents

This MOU, including "Attachment A, Governmental Entity Information Form," constitutes the entire agreement between the Parties with regard to the matters made the subject of this MOU. There are no verbal representations, inducements, agreements, understandings, representations, warranties, or restrictions between the Parties other than those specifically set forth within this MOU.

I. Acknowledgements and Disclaimer

Governmental Entity acknowledges that DPS is furnishing Driver Records on an "as is" basis and DPS makes no representation or warranty as to the accuracy of any Driver Records furnished. DPS expressly disclaims responsibility for any failure to deliver Driver Records in a timely manner, or at all, in the event of staff shortages, failures of appropriations, breakdown of equipment, compliance with new or amended laws, acts of authority exercised by a public official, acts of God, or other circumstances which may delay or preclude furnishing Driver Records in a timely fashion. If Driver Records are not furnished, DPS has no further responsibility or liability to Governmental Entity with respect to undelivered Driver Records and has no liability or responsibility whatsoever for delayed Driver Records.

VIII. TYPE OF DRIVER RECORDS TO BE RELEASED:

IX. SIGNATURE AUTHORITY AND EXECUTION

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

DEPARTMENT OF PUBLIC SAFETY:

GOVERNMENTAL ENTITY:

Authorized Signatory _____

Authorized Signatory _____

Linda Boline, SR. Manager
Name and Title

KEITH MUDD, COUNTY JUDGE
Name and Title

Date _____

9/30/20
Date

**ATTACHMENT A
GOVERNMENTAL ENTITY INFORMATION FORM**

Nature of the Governmental Entity's Activities:

Building and maintaining county roads, constructing and operating a criminal justice center, law enforcement, maintaining public records, tax assessing and collecting property taxes, providing emergency medical services.

List all Social Media accounts used or possessed by Governmental Entity:

<http://www.co.lavaca.tx.us>

facebook

Intended use of Driver Records obtained from DPS (Describe how the exemption qualifies for obtaining Driver Records):

Verify employee driving records for insurance and liability purposes.

If Governmental Entity intends to release Driver Records obtained from DPS, explain what safeguards and assurances are in place to meet the requirements of this MOU:

Lavaca County does not intend to release the driver records obtained from TXDPS.

If Governmental Entity does not intend to release Driver Records to another entity, check this box .



3800 E. Centre Ave.
Portage MI 49002 USA
1-800-STRYKER
stryker.com

To:	Whom it may concern
Subject:	Emergency Care Parts and Service
Date:	February 6, 2020

Stryker's Medical division certifies that it is the original equipment manufacturer (OEM) or sole source distributor of parts for Stryker's Emergency Care products. All parts are manufactured at Stryker or by an outside supplier specifically for Stryker.

Stryker employs its own field service team (known as ProCare Services) to service its products. Stryker only uses OEM parts for repairs and has exclusive use of certain proprietary tools for diagnostics and repairs. Stryker Emergency Care products that require the use of such proprietary tools include, but are not limited to:

- Power-LOAD fastener
- Power-PRO cot
- Stair-PRO
- LUCAS 3 chest compression system
- LIFEPAK 15 monitor/defibrillator
- LIFEPAK 20e monitor/defibrillator
- LIFEPAK 1000 defibrillator
- LIFEPAK CR Plus / LIFEPAK CR2 defibrillator

Tooling is calibrated, documented and controlled by Stryker's home offices in Portage, MI, USA and Redmond, WA, USA. Calibration records and training records are available upon request.

Service repairs are documented and reviewed by Stryker's quality team. To help ensure Stryker's commitment to quality, Stryker tracks and trends its service to help ensure the highest level of product performance for its customers. Preventive maintenance (PM) and service history documentation is available upon request.

Please contact your local Stryker representative with questions.

Stryker Corporation or its divisions or other corporate affiliated entities own, use or have applied for the following trademarks or service marks: CR Plus, LIFEPAK, LUCAS, Power-LOAD, Power-PRO, ProCare, Stryker. All other trademarks are trademarks of their respective owners or holder.

Copyright © 2018 Stryker
Mkt Lit-1630 03 JUL 2018 Rev D



To whom it may concern:

Stryker is the sole-source provider in the Hospital (hospitals and hospital-owned facilities), Emergency Response Services and Emergency Response Training (paramedics, professional and volunteer fire) markets in the U.S. and Canada for the following products:

- New Emergency Relief Patient Cover
- New LIFEPAK® 15 monitor/defibrillators
- New LIFEPAK 20e defibrillator/monitors
- New LIFEPAK 1000 automated external defibrillators
- New LUCAS® chest compression system
- TrueCPR® coaching devices
- CODE-STAT™ data review software and service
- Power-PRO XT ambulance cot
- Performance-PRO XT ambulance cot
- Power-LOAD cot fastener
- Stair-PRO stair chair
- Performance-LOAD cot fastener
- LIFEPAK CR2 automated external defibrillator
- LIFEPAK CR Plus automated external defibrillator
-

Stryker is the sole-source provider in all markets for the following products and services:

- RELI™ (Refurbished Equipment from the Lifesaving Innovators) devices
- LIFENET® system and related software
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections and repairs
- HealthEMS® Software
- HomeSolutions.net® Software
- ACLS (non-clinical) LIFEPAK defibrillator/monitors
- Heart Safe SolutionSM Government Campus Solution
- MultiTech 4G and Titan III gateways

Stryker is also the sole-source distributor of the following products for EMS customers in the U.S. and Canadian markets:

- McGRATH™ MAC EMS video laryngoscope

Stryker does not authorize any third parties to sell these products or services in the markets listed above. We will not fulfill orders placed by non-authorized businesses seeking to resell our products or services. If you have questions, please feel free to contact your local Stryker customer service representative at 800.442.1142.

Sincerely,

Matt Van Der Wende, Senior Director, Americas Sales

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Stryker or its affiliated entities own, use, or have applied for the following trademarks or services marks: LIFEPAK, LUCAS, TrueCPR, CODE-STAT, RELI, LIFENET, HealthEMS, HomeSolutions.net, Heart Safe Solution, Stryker. All other trademarks are trademarks of their respective owners or holders. The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

11/18/2020 10:00 AM

11811 Willows Road NE, Redmond, WA 98052 USA | P +1 425 867 4000 | Toll-free +1 800 442 1142 | stryker.com



July 1, 2020

Leslee Martz
Peacemaker Technologies, LLC
1308 Common St #205
New Braunfels, TX 78130
(866) 222-6660 ext. 700
l.martz@peacemakertech.com

Subject: Letter of Sole Source Authorization – DT311Y Anti-Microbial Version

Dear Ms. Martz,

This letter is to confirm that PEACEMAKER TECHNOLOGIES, LLC located at 1308 Common St, Suite 205, New Braunfels, TX 78130 is an Authorized Premier Resell Partner for DT Research tablet product platforms and is the sole source provider of the DT Research 311Y anti-microbial version 2-in-1 Rugged Tablet for state, local and municipal government entities. PEACEMAKER TECHNOLOGIES, LLC is a partner in good standing and this agreement is reviewed annually. If there are any questions regarding this authorization, please contact me using the information provided below.

Sincerely,

A handwritten signature in black ink, appearing to read "Howard L. Pace".

Howard L. Pace
National Business Development Manager
DT Research
(214) 282-3411
howard_pace@dtri.com



CENTER FOR
TECH AND
CIVIC LIFE

September 24, 2020

Lavaca County, Texas
Elections Administrator
PO Box 727
Hallettsville, TX 77964

Dear Keith Mudd:

I am pleased to inform you that based on and in reliance upon the information and materials provided by Lavaca County, the Center for Tech and Civic Life ("CTCL"), a nonprofit organization tax-exempt under Internal Revenue Code ("IRC") section 501(c)(3), has decided to award a grant to support the work of Lavaca County ("Grantee").

The following is a description of the grant:

AMOUNT OF GRANT: \$11,360.00 USD

PURPOSE: The grant funds must be used exclusively for the public purpose of planning and operationalizing safe and secure election administration in Lavaca County in 2020 ("Purpose").

Before CTCL transmits these funds to Grantee, CTCL requires that Grantee review and sign this agreement ("Grant Agreement") and agree to use the grant funds in compliance with the Grant Agreement and with United States tax laws and the laws and regulations of your state and jurisdiction ("Applicable Laws"). Specifically, by signing this letter Grantee certifies and agrees to the following:

1. Grantee is a local government unit or political subdivision within the meaning of IRC section 170(c)(1).
2. This grant shall be used only for the Purpose described above, and for no other purposes.
3. Grantee has indicated that the amount of the grant shall be expended on the following specific election administration needs: Personal protective equipment (PPE)

for staff, poll workers, or voters, Temporary staffing, Vote-by-mail/Absentee voting equipment or supplies, and Election administration equipment. Grantee may allocate grant funds among those needs, or to other public purposes listed in the grant application, without further notice to or permission of CTCL.

4. Grantee shall not use any part of this grant to make a grant to another organization, except in the case where the organization is a local government unit or political subdivision within the meaning of IRC section 170(c)(1) or a nonprofit organization tax-exempt under IRC section 501(c)(3), and the subgrant is intended to accomplish the Purpose of this grant. Grantee shall take reasonable steps to ensure that any such subgrant is used in a manner consistent with the terms and conditions of this Grant Agreement, including requiring that subgrantee agrees in writing to comply with the terms and conditions of this Grant Agreement.
5. The grant project period of June 15, 2020 through December 31, 2020 represents the dates between which covered costs may be applied to the grant. The Grantee shall expend the amount of this grant for the Purpose by December 31, 2020.
6. Grantee is authorized to receive this grant from CTCL and certifies that (a) the receipt of these grant funds does not violate any Applicable Laws, and (b) Grantee has taken all required, reasonable and necessary steps to receive, accept and expend the grant in accordance with the Purpose and Applicable Law.
7. The Grantee shall produce a brief report explaining and documenting how grant funds have been expended in support of the activities described in paragraph 3. This report shall be sent to CTCL no later than January 31, 2021 in a format approved by CTCL and shall include with the report a signed certification by Grantee that it has complied with all terms and conditions of this Grant Agreement.
8. This grant may not supplant previously appropriated funds. The Grantee shall not reduce the budget of the Elections Administrator ("the Election Department") or fail to appropriate or provide previously budgeted funds to the Election Department for the term of this grant. Any amount supplanted, reduced or not provided in contravention of this paragraph shall be repaid to CTCL up to the total amount of this grant.
9. CTCL may discontinue, modify, withhold part of, or ask for the return all or part of the grant funds if it determines, in its sole judgment, that (a) any of the above terms and conditions of this grant have not been met, or (b) CTCL is required to do so to comply with applicable laws or regulations.
10. The grant project period of June 15, 2020 through December 31, 2020 represents the dates between which covered costs for the Purpose may be applied to the grant.

Your acceptance of and agreement to these terms and conditions and this Grant Agreement is indicated by your signature below on behalf of Grantee. Please have an authorized

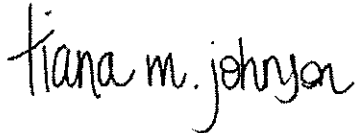


CENTER FOR TECH & CIVIC LIFE
233 N. MICHIGAN AVE., SUITE 1800
CHICAGO, IL 60601
HELLO@TECHANDCIVICLIFE.ORG

representative of Grantee sign below, and return a scanned copy of this letter to us by email at grants@techandcivicliflife.org.

On behalf of CTCL, I extend my best wishes in your work.

Sincerely,



Tiana Epps Johnson
Executive Director
Center for Tech and Civic Life

GRANTEE

By: _____

Title: _____

Date: _____

★

CENTER FOR TECH & CIVIC LIFE
233 N. MICHIGAN AVE., SUITE 1800
CHICAGO, IL 60601
HELLO@TECHANDCIVICLIFE.ORG

STATEMENT OF APPROVAL

THE STATE OF TEXAS |

COUNTY OF LAVACA |

We, the County Judge, and Commissioners of Lavaca County, Texas, majority being present, do hereby certify that the above and foregoing Minutes of the Commissioners' Court Meeting dated September 28, 2020 are this day approved as submitted.

Signed this the _____ day of _____, 2020, A.D.

_____, County Judge
Keith Mudd

ATTEST:

(Seal)

_____, County Clerk
Elizabeth A. Kouba

THE STATE OF TEXAS)(
COUNTY OF LAVACA)(

Regular Meeting Monday, September 28, 2020

Lavaca County Commissioners' Court met in a Regular Called Meeting on Monday, September 28, 2020 at 10:00 AM, in the Lavaca County Commissioners' Courtroom, 1st Floor, in Hallettsville, Texas,

Present:

- County Judge Keith Mudd
Edward Pustka, Commissioner Pct. 1
Ronald Berckenhoff, Commissioner Pct. 2
Neil F. Bates, Jr., Commissioner Pct. 3
Dennis W. Kocian, Commissioner Pct. 4
Elizabeth A. Kouba, Lavaca County Clerk

The attached sheets contain the names of the citizens and officials that were in attendance.

Roll Call:

All members of the court were present.

The meeting was called to order by Judge Keith Mudd.

Invocation, Pledge of Allegiance and Pledge to the Texas Flag by Commissioner Dennis Kocian.

Marie Day, Mary Lee Berger and Mark Myers addressed the court on agenda item number 5.

Discussion and/or action agenda

1. Discuss and/or approve the regular Term Meeting Schedule of Lavaca County Commissioners Court for fiscal year 2020-2021 as per LGC 81.005(a).

Moved by Commissioner Dennis Kocian, seconded by Commissioner Neil F. Bates.

"I make a motion to have a regular Term Meeting Schedule of Lavaca County Commissioners Court for fiscal year 2020-2021 as per LGC 81.005(a) as second and fourth Monday of each month at 10:00 AM unless Monday falls on a holiday it will fall on a Tuesday."

Table with 2 columns: Name and Response. Rows include County Judge Keith Mudd, Edward Pustka, Ronald Berckenhoff, Neil F. Bates, Jr., and Dennis W. Kocian, all with 'YES' responses.

Motion Carried
Court Order 18044

2. Discuss and/or approve the 2021 Lavaca County Holiday Schedule.

Moved by Commissioner Dennis Kocian, seconded by Commissioner Edward Pustka.

“Judge, I make a motion to accept the 2021 Lavaca County Holiday Schedule as presented and will give to the County Clerk.”

County Judge Keith Mudd	YES
Edward Pustka, Commissioner Pct. 1	YES
Ronald Berckenhoff, Commissioner Pct. 2	YES
Neil F. Bates, Jr., Commissioner Pct. 3	YES
Dennis W. Kocian, Commissioner Pct. 4	YES

Motion Carried
Court Order 18045

3. Certification of salaries for Lavaca County Officials and Employees and Lavaca County Rescue Service Employees for the 2020-2021 fiscal year.

Moved by Commissioner Ronald Berckenhoff, seconded by Commissioner Edward Pustka.

“Your Honor, I make a motion to approve certification of salaries for Lavaca County Officials and Employees and Lavaca County Rescue Service Employees for the 2020-2021 fiscal year.”

County Judge Keith Mudd	YES
Edward Pustka, Commissioner Pct. 1	YES
Ronald Berckenhoff, Commissioner Pct. 2	YES
Neil F. Bates, Jr., Commissioner Pct. 3	YES
Dennis W. Kocian, Commissioner Pct. 4	YES

Motion Carried
Court Order 18046

4. Set expenditure amount for all funds related to County Judge, County Attorney and Pct. #3 Road and Bridge for the 1st quarter (October, November & December) of Fiscal Year 2021 in accordance with LGC 130.908.

Moved by Judge Keith Mudd, seconded by Commissioner Edward Pustka.

“I recommend to the court, is that, we put a limit of the 3 officials can spend up to 25% of their budget which is one quarter of expenditures at will anything above and beyond the 25% will have to be brought back to the court to meet approval.”

County Judge Keith Mudd	YES
Edward Pustka, Commissioner Pct. 1	YES
Ronald Berckenhoff, Commissioner Pct. 2	YES
Neil F. Bates, Jr., Commissioner Pct. 3	YES
Dennis W. Kocian, Commissioner Pct. 4	YES

Motion Carried
Court Order 18047

NO DOCUMENTATION SUBMITTED TO THE MINUTES OF THE COURT.

5. Discuss and/or approve changes to the Lavaca County Personnel Policy Manual.

Moved by Commissioner Dennis Kocian, seconded by Commissioner Ronald Berckenhoff.

“Judge, at this point, I think that right now, change, not change, but the updates on the personnel policy that they are warranted and I will make a motion to approve changes to the Lavaca County Personnel Policy Manual.”

County Judge Keith Mudd	YES
Edward Pustka, Commissioner Pct. 1	YES
Ronald Berckenhoff, Commissioner Pct. 2	YES
Neil F. Bates, Jr., Commissioner Pct. 3	NO
Dennis W. Kocian, Commissioner Pct. 4	YES

Motion Carried
Court Order 18048

6. Approve Egon Barthel as Emergency Management Coordinator/Communications Director for Lavaca County, Grade 6 Mid-Quartile.

Moved by Commissioner Edward Pustka, seconded by Commissioner Ronald Berckenhoff.

“Your Honor, I make a motion to approve Egon Barthel as Emergency Management Coordinator/Communications Director for Lavaca County, Grade 6 Mid-Quartile.”

County Judge Keith Mudd	YES
Edward Pustka, Commissioner Pct. 1	YES
Ronald Berckenhoff, Commissioner Pct. 2	YES
Neil F. Bates, Jr., Commissioner Pct. 3	YES
Dennis W. Kocian, Commissioner Pct. 4	YES

Motion Carried
Court Order 18049

NO DOCUMENTATION SUBMITTED TO THE MINUTES OF THE COURT.

7. EMS Update.

Michael Furrh, EMS Director, updated the court on schedules, furniture replacement, response time, policy manuals given to employees, staffing, NIMS compliance, meeting with Lavaca Medical Center and Yoakum Community Hospital, and electronic reporting.

NO DOCUMENTATION SUBMITTED TO THE MINUTES OF THE COURT.

8. Discuss and/or approve Senior Citizens Center Updates and requests for improvements.

Becky Janak, Lavaca County Community Connections Director, updated the court on a fence to secure vehicles, the wiring of the center in Hallettsville, H & C Construction Estimate on the parking lot, getting a quote on the installation of a grease trap, and repair of the restrooms.

Moved by Commissioner Dennis Kocian, seconded by Commissioner Ronald Berckenhoff.

“I make a motion to go ahead and accept the estimate from H & C Construction to redo the parking lot.”

*Estimate – Lavaca County Office Bldg./Senior Citizens Center

- 1. Remove all grass from edges & haul off.
- 2. Sweep all areas to be paved.
- 3. Patch & Level Up areas where existing pavement has deteriorated mainly along perimeter edges.
- 4. Apply one course surface treatment of AC5/10 liquid asphalt followed by Type PB Grade 4 cover stone.

Total Estimate for \$23,866.00

Price does not include stripping.

Existing car stops are in poor condition.

County Judge Keith Mudd	YES
Edward Pustka, Commissioner Pct. 1	YES
Ronald Berckenhoff, Commissioner Pct. 2	YES
Neil F. Bates, Jr., Commissioner Pct. 3	YES
Dennis W. Kocian, Commissioner Pct. 4	YES

Motion Carried
Court Order 18049A

9. Discuss and/or approve Building Maintenance and Repairs.

Lavaca County Judge Keith Mudd address the court on Grant Monies for the Courthouse for renovations, leaks at the Lavaca County Building, and Tax Office entrance ramp.

10. Texas Indigent Defense Commission Fiscal Year 2021 Statement of Grant Award for Regional Public Defender Program.

Moved by Commissioner Dennis Kocian, seconded by Commissioner Neil F. Bates.

“I make a motion to approve Texas Indigent Defense Commission Fiscal Year 2021 Statement of Grant Award for Regional Public Defender Program.”

County Judge Keith Mudd	YES
Edward Pustka, Commissioner Pct. 1	YES
Ronald Berckenhoff, Commissioner Pct. 2	YES
Neil F. Bates, Jr., Commissioner Pct. 3	YES
Dennis W. Kocian, Commissioner Pct. 4	YES

Motion Carried
Court Order 18050

11. Allocation of Cares Act Funds for EMS and Sheriff’s Office.

Sgt. Anthony Vacarro and Michael Furrh addressed the court about allocations of the Cares Act Funds for the Sheriff’s Office and EMS.

12. Approve the Voting Precinct Poll Judges, Alternate Judges, Early Voting Ballot Board and Central Count for the 2020-2022 term.

Moved by Commissioner Dennis Kocian, seconded by Commissioner Neil F. Bates.

“I make a motion to approve the Voting Precinct Poll Judges, Alternate Judges, Early Voting Ballot Board and Central Count for the 2020-2022 term presented in this document which with the County Clerk.”

County Judge Keith Mudd	YES
Edward Pustka, Commissioner Pct. 1	YES
Ronald Berckenhoff, Commissioner Pct. 2	YES
Neil F. Bates, Jr., Commissioner Pct. 3	YES
Dennis W. Kocian, Commissioner Pct. 4	YES

**Motion Carried
Court Order 18051**

13. Proclamation declaring the week of October 4-10, 2020 as National 4H Week.

Moved by Commissioner Edward Pustka, seconded by Commissioner Ronald Berckenhoff.

“Yes, Your Honor, I move we proclaim the week of October 4-10, 2020 as National 4H Week.”

County Judge Keith Mudd	YES
Edward Pustka, Commissioner Pct. 1	YES
Ronald Berckenhoff, Commissioner Pct. 2	YES
Neil F. Bates, Jr., Commissioner Pct. 3	YES
Dennis W. Kocian, Commissioner Pct. 4	YES

**Motion Carried
Court Order 18052**

14. Adoption of 2021 Sheriff’s and Constables’ Fees per Texas Local Government Code, Section 118.131.

Moved by Commissioner Ronald Berckenhoff, seconded by Commissioner Edward Pustka.

“Your Honor, I make a motion to Adoption of 2021 Sheriff’s and Constables’ Fees as per Texas Local Government Code, Section 118.131 include the fees are the same fees as adopted in 2020 as presented on the list..”

County Judge Keith Mudd	YES
Edward Pustka, Commissioner Pct. 1	YES
Ronald Berckenhoff, Commissioner Pct. 2	YES
Neil F. Bates, Jr., Commissioner Pct. 3	YES
Dennis W. Kocian, Commissioner Pct. 4	YES

**Motion Carried
Court Order 18053**

15. Accept the monetary donation of \$250.00 from Jerry Lee and Brenda K. Migl to the Lavaca County Sheriff’s Office as unbudgeted revenue.

Moved by Commissioner Edward Pustka, seconded by Commissioner Ronald Berckenhoff

“Your Honor, I make a motion to move to accept the monetary donation of \$250.00 from Jerry Lee and Brenda K. Migl to the Lavaca County Sheriff’s Office as unbudgeted revenue.

County Judge Keith Mudd	YES
Edward Pustka, Commissioner Pct. 1	YES
Ronald Berckenhoff, Commissioner Pct. 2	YES
Neil F. Bates, Jr., Commissioner Pct. 3	YES
Dennis W. Kocian, Commissioner Pct. 4	YES

Motion Carried
Court Order 18054

16. Approve contract with Fort Bend County Medical Examiner.

Table and wait for contract to approve.

NO DOCUMENTATION SUBMITTED TO THE MINUTES OF THE COURT.

17. Emergency Management Update.

Egon Barthels, Emergency Management Coordinator, addressed the court with updates on Covid – 19 case count numbers, Governor Greg Abbott 9-17-2020 Executive Orders and Tropical Storm Beta rainfall amounts.

NO DOCUMENTATION SUBMITTED TO THE MINUTES OF THE COURT.

Consent Agenda

18. Minutes from the September 14, 2020 Commissioners Court Meeting.

19. Colorado Valley Cooperative, Inc. requests approval from the Commissioners court for the installation of new Buried Fiber Optic cable within the corridors of LCR #532A and #232.

20. Proclamation Declaring September 2020 as Life Insurance Awareness Month.

21. County Officials Reports.

- Hallie Hall, JP#4, Money Distribution Report - August 2020
- Charles Grieve Constable Pct #2, Process Service Report – August 2020
- Elizabeth A. Kouba, Lavaca County Clerk, LGS Total Collections - August 2020
- Elizabeth A. Kouba, Lavaca County Clerk, Tyler Total Collections - August 2020

22. Claims and/or Payroll.

23. Budget Amendments, if any.

Moved by Commissioner Ronald Berckenhoff, seconded by Commissioner Edward Pustka.

“Your Honor, I make a motion to approve the Consent Agenda as it is.”

County Judge Keith Mudd	YES
Edward Pustka, Commissioner Pct. 1	YES
Ronald Berckenhoff, Commissioner Pct. 2	YES
Neil F. Bates, Jr., Commissioner Pct. 3	YES
Dennis W. Kocian, Commissioner Pct. 4	YES

Motion Carried
Court Order 18055

Court members signing of paperwork related to items above.

“I move we adjourn”

Moved by Commissioner Dennis Kocian, seconded by Commissioner Edward Pustka.

County Judge Keith Mudd	YES
Edward Pustka, Commissioner Pct. 1	YES
Ronald Berckenhoff, Commissioner Pct. 2	YES
Neil F. Bates, Jr., Commissioner Pct. 3	YES
Dennis W. Kocian, Commissioner Pct. 4	YES

Motion Carried
Court Order: 18056

Adjournment by Presiding Officer at 12:00 P.M.

Signature Roster

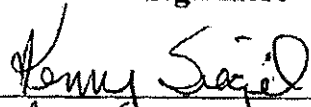
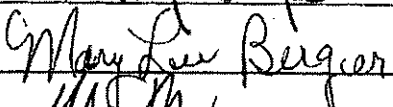




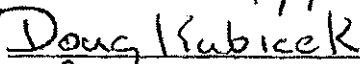

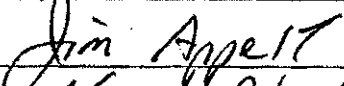
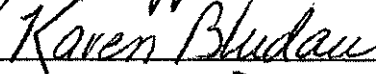
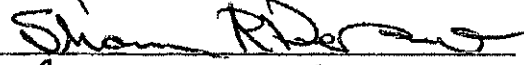



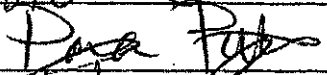



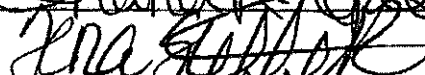
Attendance at Commissioner's Court Meeting

September 28, 2020

Regular Called

Sign Here

Print Name Here

1		Kenny Siegel
2		MARY Lee Berger
3		MARK MYERS
4		Hallie Hall
5		Anthony Vocen
6		Nailene Ruppert
7		Doug Kubicek
8		Deborah A Sercik
9		Jim Appelt
10		Karen Bludau
11		Shannon R DeForest
12		Becky Janak
13		Natalie Knesek
14		Lori A. Wenske
15		PAULA PATTERSON
16		STUART FRYER
17		Shana R. Speck
18		Shana R. Speck
19		Tena Steffer
20		

Minutes of Elizabeth A. Kouba, County Clerk, Lavaca County:

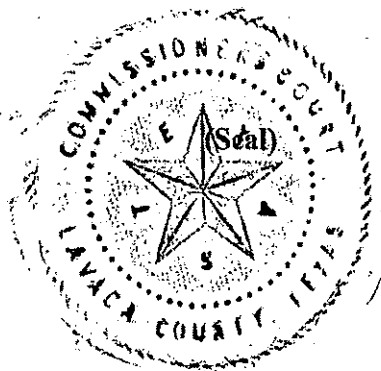
I, Elizabeth A. Kouba, County Clerk of Lavaca County, Texas, do hereby certify that the following Commissioners' Court Minutes are a true and correct record of the proceedings from the Commissioners Court Meeting on September 28, 2020.

ATTEST

**Elizabeth A. Kouba, County Clerk
& Ex-Officio Clerk of
Commissioners' Court of
Lavaca County, Texas**

Signed this 1 day of Oct, 2020

Elizabeth A. Kouba, County Clerk
Elizabeth A. Kouba





German American Day Proclamation

German immigrants were among the first settlers of the United States. Like other immigrants, they came to America seeking a better life for themselves and their families. As citizens, they have immeasurably enriched the lives of their fellow Americans.

From the beginning of the colonial period and throughout the history of America, German Americans have contributed their intellect, wealth and culture to building, defending and improving American life.

After the arrival in 1683 of German Mennonites in Pennsylvania, German settlements spread to Maryland and the other original colonies. The first permanent settlement of Germans in Texas was at Industry, in the Austin Colony, in the 1830's. Stephen F. Austin especially valued the character, work ethic, and diligence of the German people. German immigration to Texas began in earnest in the 1840's, due to the organization of the various "Adelsvereine" and their agents. Prince Karl Solms zu Solms Braunsfels established New Braunsfels, and later, John C. Neusebach established Fredericksburg. The success of these large colonies led to more German communities sprouting up throughout Texas.

Whereas, the strength of character and personal honor so important in the German cultural tradition have found their way into the core values of American society. Large numbers of American citizens, and especially Texans, claim German heritage. And, each successive generation of German Americans contribute new heroes and heroines, who earn the admiration of a grateful world.

NOW, Therefore, I, Keith Mudd, County Judge of Lavaca County, Texas, by virtue of the authority vested in me do hereby proclaim, 06 October 2020, as German American Day. I witness thereof, I have hereunto set my hand and seal this day, 06 October 2020, in the year of our Lord.

Signature *Keith Mudd*