

COLORADO COUNTY COMMISSIONERS COURT
NOTICE OF OPEN MEETING

DATE OF MEETING: MARCH 25, 2019 – 9:00 A. M.
BUILDING: Colorado County Courthouse, County Courtroom
STREET LOCATION: 400 Spring Street
CITY OF LOCATION: Columbus, Texas

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

On this the 25th day March 2019, the Commissioners Court of Colorado County, Texas met in Special Session at 9:00 A.M., in their regular meeting place at the Colorado County Courthouse, County Courtroom, 400 Spring Street, in the City of Columbus, Texas.

The Following Members were present, to wit:

Honorable Ty Prause	County Judge
Honorable Doug Wessels	Commissioner Precinct #1
Honorable Darrell Kubesch	Commissioner Precinct #2
Honorable Tommy Hahn	Commissioner Precinct #3
Honorable Darrell Gertson	Commissioner Precinct #4
Honorable Kimberly Menke	County Clerk

County Judge Ty Prause called the meeting to order at 9:07 A.M., followed by Pledges to the United States Flag and Texas Flag.

DELIBERATE AND CONSIDER ACTION ON THE FOLLOWING ITEMS:

__1. Agenda as posted.

Motion by Commissioner Wessels to approve Agenda; seconded by Commissioner Kubesch; 5 ayes 0 nays; motion carried, it was so ordered.

(See Attachment)

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING**

MARCH 25, 2019

FILED FOR RECORD
COLORADO COUNTY, TX

COLORADO COUNTY COMMISSIONERS COURT 2019 MAR 21 PM 3:48
NOTICE OF OPEN MEETING

KIMBERLY MENKE
COUNTY CLERK

DATE OF MEETING: MARCH 25, 2019 – 9:00 A. M.
BUILDING: Colorado County Courthouse, County Courtroom
STREET LOCATION: 400 Spring Street
CITY OF LOCATION: Columbus, Texas

N.D.

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

DELIBERATE AND CONSIDER ACTION ON THE FOLLOWING ITEMS:

1. Agenda as posted.
2. Public comment.
3. Resolution of Respect for Howard Chollett, former Colorado County Constable, Precinct No. 1.
4. Proclamation designating the month of April as "Autism Awareness Month".
5. Appoint Dr. Ramon Cantu, Dr. R. Russell Thomas, Jr., and Dr. Curtis Van Houten as Assistant Medical Directors for Colorado County EMS and provide a yearly stipend of \$1,500.00 to each Assistant Medical Director. (Furrh)
6. Increase salary of the Medical Director from \$3,500.00 to \$5,000.00 per year. (Furrh)
7. Amend the Colorado County EMS Standard Operating Procedures 35 to reflect the addition of Assistant Medical Director(s) and their job descriptions. (Furrh)
8. Grant Contract between Texas Commission on Environmental Quality and Colorado County to grant Colorado County Local Emergency Planning Committee partial funding to purchase eDispatch Alerting System (Contract Number 582-19-91782). (Kana)
9. Resolution and Waiver requesting waiver of local match fund participation requirement on Federal Off-System Bridge Program Project for the construction of bridge in Precinct No. 2:

West Sandy Creek on County Road 221, National Bridge Inventory (NBI) Structure No. 13-045-0-AA02-22-001, State Control-Section-Job (CSJ) No. 0913-26-064 in the amount of \$36,960.00. (Kubesch)
10. Renew Direct Agreement for Medical Services between Columbus Community Hospital and Colorado County to provide medical services to the county's indigent enrollees using Colorado County's Indigent Healthcare rates. (Prause)
11. Lease Agreement with Xerox for nine copiers at various county offices. (Kana)
12. Proposal from MCCi for Laserfiche annual software support/subscription. (Menke)
13. Consignment Agreement with Duncan Auctioneers to auction county property on May 4, 2019 at 927 Kirtley Road in Smithville.
14. Proposal from QT Petroleum on Demand (QTpod) to upgrade airport self-serve fuel system. (Kana)
15. Appoint the County Judge as signatory to secure the most favorable agreement for electricity. (Kana)
16. Budget Calendar for 2019 fiscal year. (Kana)

**MINUTES OF THE COLORADO COUNTY
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- _17. Appoint Joyce Guthmann as Colorado County Investment Officer.
- _18. Adopt Investment Policy for 2019. (Guthmann)
- _19. Appoint Investment Committee for 2019. (Guthmann)
- _20. Consent:
 - a. Acknowledgment from the Texas Commission on Jail Standards that Colorado County Jail is in compliance with Texas Minimum Jail Standards.
 - b. Gus Seaholm agrees to serve on Salary Grievance Committee.
 - c. Certificate of Achievement awarded to Joyce Guthmann for completing the County Investments Course and passing the County Investment Academy Final Assessment.
 - d. Certificate of Participation awarded to Darrell Kubesch for completing 16 hours of educational training during the V. G. Young School for County Commissioners Courts.
 - e. Certificate of Participation awarded to Tommy Hahn for completing 16 hours of educational training during the V. G. Young School for County Commissioners Courts.
 - f. Certificate of Participation awarded to Darrell Gertson for completing 16 hours of educational training during the V. G. Young School for County Commissioners Courts.
 - g. Continuation of Superheavy or Oversize Permit Bond No. 022219908 posted by Magnum Producing, LP (3/13/2019-3/13/2020).
 - h. Continuation of Superheavy or Oversize Permit Bond No. LPM9032867 posted by Magnum Producing, LP (3/7/2019-3/7/2020).
 - i. Certificate of Liability Insurance posted by Viper Oil & Gas, a Division of Viper S.W.D, LLC (8/1/2018-8/1/2019).
- _21. Examine and approve all accounts payable and budget amendments.
- _22. Announcements (without discussion and no action) by elected officials/department heads.
- _23. Commissioners Court Members sign all documents and papers acted upon or approved.
- _24. Adjourn.

The Colorado County Courthouse is wheelchair accessible and accessible parking spaces are available.

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__2. Public comment.

There were no Public Comments.

__3. Resolution of Respect for Howard Chollett, former Colorado County Constable, Precinct No. 1.

Judge Prause read Resolution of Respect for Howard Chollett to the Court.

Motion by Judge Prause to approve Resolution of Respect for Howard Chollett, former Colorado County Constable, Precinct No. 1; seconded by Commissioner Wessels;

5 ayes 0 nays; motion carried, it was so ordered.

(See Attachment)

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

MARCH 25, 2019

RESOLUTION OF RESPECT

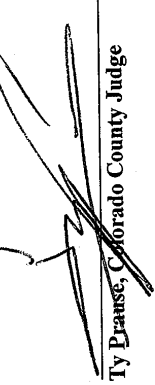
WHEREAS, Almighty God, in His wisdom, has called our friend and associate, Howard F.W. Chollett to his eternal home on March 16, 2019; and

WHEREAS, Mr. Chollett faithfully served the Citizens of Colorado County as Colorado County Constable, Precinct No. 1 from July 1, 1962 to December 31, 1992 with effectiveness and devotion, with honor to himself and to his position; and

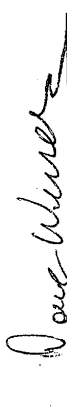

NOW, THEREFORE, BE IT RESOLVED: That the Commissioners Court of Colorado County, Texas, adopt this Resolution of our respect and esteem for Mr. Chollett as a testimonial to his honorable and effective service to the Citizens of Colorado County; and

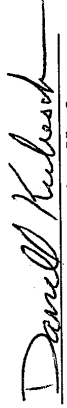
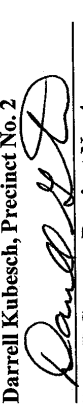
BE IT, THEREFORE RESOLVED: That this Resolution be recorded in the official minutes of Commissioners Court.

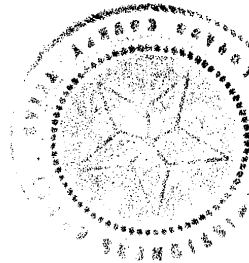
The above Resolution was moved by County Judge Ty Prause and seconded by County Commissioner Doug Wessels and unanimously adopted by the Commissioners Court of Colorado County, Texas, meeting in Regular Session on this 25th day of March, 2019.


Ty Prause, Colorado County Judge

County Commissioners


Doug Wessels, Precinct No. 1

Tommy Hahn, Precinct No. 3


Darrell Kubesch, Precinct No. 2

Darrell Gertson, Precinct No. 4



ATTEST:

Kimberly Menke, County Clerk

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4. Proclamation designating the month of April as "Autism Awareness Month".

Present today was Phyliss Fritsch, Outreach Coordinator for the Turtle Wing Foundation. The primary service areas are Fayette, Lavaca and Colorado counties, with helping approximately (300) families as a non-profit organization.

Motion by Judge Prause to approve Proclamation designating the month of April as "Autism Awareness Month"; seconded by Commissioner Kubesch; 5 ayes 0 nays; motion carried, it was so ordered.

(See Attachment)

**MINUTES OF THE COLORADO COUNTY
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**PROCLAMATION
COLORADO COUNTY, TEXAS**

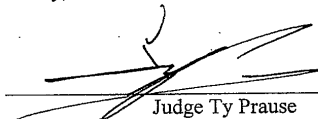
- WHEREAS,** Turtle Wing Foundation was founded in 2011 by DeeAnn Hooper in memory of her son Jackson Allan Hooper who passed away on April 5, 2011 of a viral-like syndrome of unknown origin. Jackson was diagnosed with high functioning autism at the age of six and due to various academic and social skill supplemental services was able to find success as an elementary student. Inspired by his life, Turtle Wing received its 501c3 status on September 12, 2012.
- WHEREAS,** the mission of Turtle Wing Foundation is to help children with learning challenges in rural areas achieve their full potential. Turtle Wing programming strives to help children "grow wings and fly."
- WHEREAS,** the service area of Turtle Wing Foundation is Colorado, Fayette, Lavaca and surrounding counties with over 298 children presently receiving direct services due to Turtle Wing programming. Key programming areas for Turtle Wing includes Early Intervention, Supplemental Services and Community Education & Advocacy.
- WHEREAS,** April is Autism Awareness month. Autism is a general term used to describe a group of complex developmental brain disorders – autism spectrum disorders – caused by a combination of genes and environmental influences. These disorders are characterized, in varying degrees, by communication difficulties, social and behavioral challenges, and repetitive behaviors. An estimated 1 in 59 children in the U.S. is on the autism spectrum.
- WHEREAS,** nearly a quarter century ago, the Autism Society launched a nationwide effort to promote autism awareness, inclusion and self-determination for all, and assure that each person with ASD is provided the opportunity to achieve the highest possible quality of life.
- WHEREAS,** this year we want to go beyond simply promoting autism awareness to encouraging friends and collaborators to become partners in movement toward acceptance and appreciation; to embrace a new perspective to ensure acceptance and inclusion in schools and communities that result in true appreciation of the unique aspects of all people; and to get one step closer to a society where those with ASDs are truly valued for their unique talents and gifts.

**NOW, THEREFORE, I, Ty Prause, Judge of Colorado County, Texas, do hereby
proclaim the month of April 2019**

AUTISM AWARENESS MONTH

which represents an excellent opportunity to promote autism awareness, autism acceptance and to draw attention to the tens of thousands facing an autism diagnosis each year.

**IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of
Colorado County, Texas to be affixed at on this day of March 25, 2019.**

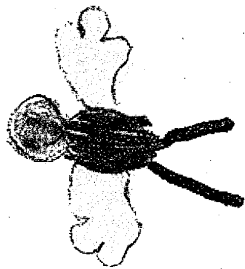


Judge Ty Prause



MINUTES OF THE COLORADO COUNTY
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Jack's Story



Jack was born on May 15th, 2001 to Chris and DeeAnn (Fike) Hooper. And on April 5th 2011, Jack died suddenly. The autopsy report concluded that the cause of death was "a viral-like syndrome of unknown etiology".

Jack was not a typical child, he was remarkable. At age 6, Jack was diagnosed with high-functioning Autism. This disorder was the cause of his odd social behaviors and difficulties with comprehension and attention. Jack's parents wrestled with the diagnosis, struggled to find resources and questioned the need to move to the city to get the help Jack needed. They survived and after many years of therapy and specialized instruction; Jack became a very successful elementary student.

For those who spent time with Jack and really got to know him, his greatest gift was that he made all of us better. He made better parents, better teachers, better coaches, better friends and especially better Christians.

JOIN US FOR OUR ANNUAL



turtle wing
FOUNDATION



Helping children
grow wings
and fly

Visit turtlewingfoundation.org for more information

PO Box 631
Schulenburg, TX 78956
turtlewingfoundation.org

Turtle Wing is dedicated to
changing lives. Our goal is to
help children "fly" academically,
socially and spiritually.

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Early Intervention

- HATCH Ahead
- Developmental Screenings
- Behavior Coaching
- Day Care Collaboration

Supplemental Services

- Mobile Learning Labs
- Scholarships for Supplemental Services
- Local Provider Network

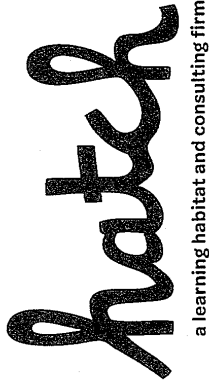
Community Education & Advocacy

- Seminars
- Autism Awareness Games
- Community Outreach
- Parent Support Network
- Turtle Wing Days

Mission

Helping children with learning challenges in rural areas achieve their full potential

Providers



visit turtletwingfoundation.org for additional providers

FAQs

Does Turtle Wing only help children with Autism?

No – Turtle Wing was founded in memory of Jackson Allan Hooper, who was diagnosed with high-functioning Autism. However, the mission of Turtle Wing is to help all children within our service area who face learning challenges. This might mean a child who has Autism, a child who has Down Syndrome, a child who has learning or other developmental disabilities, or a child who is simply struggling with reading.

Which communities does Turtle Wing serve?

The primary service area for Turtle Wing is Fayette, Lavaca & Colorado counties. Exceptions may be made beyond those borders if services are unavailable in the rural community the child resides in and it is more practical for them to drive to one of our approved local providers rather than drive to a provider in a metro market.

Who can apply for Turtle Wing scholarships?

If a family has a child with a learning challenge and it is difficult for them to afford the necessary supplemental services that their child needs in order to maximize their development and reach for goals realistic for their unique needs, then the family should apply. Applications are available upon request and from approved local providers.

What therapies are considered with Turtle Wing?

- ABA Therapy (Applied Behavioral Analysis)
- Speech Therapy
- Occupational Therapy
- Vision Therapy
- Academic Coaching
- Social Skills Coaching
- Executive Skills Coaching
- Counseling

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- __5. Appoint Dr. Ramon Cantu, Dr. R. Russell Thomas, Jr., and Dr. Curtis Van Houten as Assistant Medical Directors for Colorado County EMS and provide a yearly stipend of \$1,500.00 to each Assistant Medical Director. (Furrh)**

Michael Furrh, EMS Director was present stating the appointment of the added Assistant Medical Directors will be a big asset to our EMS program and the county. Commissioner Hahn asked the question, so Columbus Community Hospital is not in this at all? Michael replied their main concern was with the contract doctors that work the ER and may be uncomfortable with making these decisions.

Judge Prause informed that he has reached out to Methodist West in Katy and will be in further contact with them to possibly partner with them for training and backup.

Motion by Commissioner Hahn to approve to appoint Dr. Ramon Cantu, Dr. R. Russell Thomas, Jr., and Dr. Curtis Van Houten as Assistant Medical Directors for Colorado County EMS and provide a yearly stipend of \$1,500.00 to each Assistant Medical Director; seconded by Commissioner Wessels; 5 ayes 0 nays; motion carried, it was so ordered.

- __6. Increase salary of the Medical Director from \$3,500.00 to \$5,000.00 per year. (Furrh)**

Motion by Commissioner Hahn to approve to increase salary of the Medical Director from \$3,500.00 to \$5,000.00 per year; seconded by Commissioner Wessels; 5 ayes 0 nays; motion carried, it was so ordered.

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- __7. Amend the Colorado County EMS Standard Operating Procedures 35 to reflect the addition of Assistant Medical Director(s) and their job descriptions. (Furrh)**

Raymie Kana, County Auditor informed the Court there is money in the budget that could be transferred from the part-time floater position which this money is used when the Judge's secretary is out, which there is \$5,800.00 in this line item and it would cover Items 5 and 6.

Motion by Commissioner Hahn to approve to amend the Colorado County EMS Standard Operating Procedures 35 to reflect the addition of Assistant Medical Director(s) and their job descriptions; seconded by Commissioner Wessels; 5 ayes 0 nays; motion carried, it was so ordered.

(See Attachment)

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Colorado County EMS	Medical Staff Delegation
Standard Operating Procedures	SOP 35

MEDICAL DIRECTOR(S):

The Medical Director of Colorado County EMS has control over your ability to use advanced skills since EMS personnel work under the auspices of the Medical Director's license. Therefore, the Medical Director's may deny you the right to use advanced skills at any time during employment. Colorado County EMS Employs a Medical Director and Assistant Medical Director(s). The Medical Directors perform a wide variety of tasks up to and including hiring of employees, Quality Assurance, on-line medical control (OLMC) and off line medical control.

The Medical Director and Assistant Medical Director(s) are on call for Colorado County EMS to provide OLMC as needed and update EMS Command Staff of the on call schedule.

The EMS Medical Director may take the following disciplinary steps regarding EMS personnel:

1. Counseling
2. A report documenting the medical error
3. Probation
4. Denial of your use of advanced skills

*HIGHLIGHTED ARE ADDITIONS
TO REFLECT ASSI-MEDICAL
DIRECTOR(S) AND JOB ROLE*

Michael Frank

He/She may also require the individual to take appropriate remedial or corrective measures, which may include but not be limited to retaining, testing, and/or field/hospital preceptorship. Depending upon the severity of the medical error, the Medical Director may skip any step and deny your use of advanced and or basic skills. He/She may also recommend disciplinary action to the Texas Department of Health, including revocation of certification. Personnel may be subject for probation of skills, retraining and/or denied use of advanced/basic skills, by the Director's at the order of the EMS Director for not attending training sessions, mistakes in the field, and not attending Medical staff meeting, etc.

DELEGATED PRACTICE:

Texas Board of Medical Examiners, Chapter 197.1: Emergency Medical Services; The purpose of this chapter is to facilitate the most appropriate utilization of the skills of physicians who delegate health care tasks to qualified emergency medical services (EMS) technicians. Implementation of this chapter will enhance the ability of EMS system to assure adequate medical direction of all advanced pre-hospital providers and many basic level providers as compliance by personnel and facilities with minimum criteria to implement medical direction of pre-hospital services.

Advanced life support is any treatment above the level of the Emergency Medical Technician Basic (invasive medical procedures). **Section 197.2 states that "basic life support may be under the medical direction and/or supervision and control of a licensed physician."** The Medical Director(s) also oversees all basic life support care at Colorado County EMS.

The Texas Health and Safety Code, Section 773.061: gives disciplinary power to the Texas

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Department of Health, in stating that given a "violation of....a rule adopted under this chapter, the department (TDH) may decertify, suspend, place on emergency suspension, or place on probation EMS personnel....."

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CLEARANCE TO PRACTICE PROCESS:

This process is how new employees are oriented. It is also for current employees who lack preparedness to practice. Administration will assign a Field Training Officer (FTO) to these employees. To determine clearance to practice the following process is completed:

1. The employees will complete the hiring process and perform orientation with an FTO. Reference the FTO's Operational & Training Manual.
2. During the orientation all aspects of patient care, EMS and County policies will be reviewed with the FTO.
3. The new employee will be requested to demonstrate skills to the FTO and show proficiency.
4. Upon completion of this orientation the FTO will issue a written and/or oral exam (this is an evaluation tool, not a pass/fail exam). The results are forwarded to the Director via chain of command.
5. The clearance to practice process includes training in quality patient care and/or documentation (billing/paperwork).
6. When a current employee lacks preparedness to practice he/she will be assigned to the FTO for re-orientated.

PRACTICING OUT OF SERVICE AREA:

When Colorado County EMS employees are out of this provider's service area the employee will only practice BLS skills under the Colorado County EMS Basic Protocol. The Colorado County EMS Medical Director(s) will not be held responsible for any employee choosing to follow an out of service area physician order and/or protocol.

OFF DUTY PERSONNEL (PRACTICING IN SERVICE AREA):

When off duty personnel come upon an ambulance call they are to use the following policies:

1. If a crew is on scene the duty personnel will report to the senior paramedic for direction.
2. If the off duty personnel is first on scene they will provide BLS care under the Colorado County EMS Basic Protocol and once the on duty crew arrives they will take direction from the senior provider on scene.

ALLIED HEALTH PERSONNEL AND/OR PERSONNEL FROM OTHER SERVICES:

Allied health personnel (i.e. nurses) are not necessarily trained in pre-hospital care and in addition may not be state (TDH) certified/licensed to deliver pre-hospital care. The on scene Colorado County crew will solely determine the participation of patient care administered by any allied health personnel. Before allowing these personnel to assist with patient care, verify that they are certified/licensed in an allied profession.

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- __8.** Grant Contract between Texas Commission on Environmental Quality and Colorado County to grant Colorado County Local Emergency Planning Committee partial funding to purchase eDispatch Alerting System (Contract Number 582-19-91782). (Kana)

Raymie Kana, County Auditor informed that Chuck Rogers has secured this grant in the amount of \$10,000.00.

Motion by Judge Prause to approve Grant Contract between Texas Commission on Environmental Quality and Colorado County to grant Colorado County Local Emergency Planning Committee partial funding to purchase eDispatch Alerting System (Contract Number 582-19-91782); seconded by Commissioner Gertson; 5 ayes 0 nays; motion carried, it was so ordered.

(See Attachment)

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Colorado County LEPC

TCEQ Contract 582-19-91782

Texas Commission on Environmental Quality
CONTRACT SIGNATURE PAGE

Contract Name: Colorado County LEPC
Contract Number: 582-19-91782
Performing Party: Colorado County
Performing Party Identification Number: 17460005444 - 035
Maximum Authorized Reimbursement: \$10,000.00
Effective Date: Date of last signature or September 1, 2018, whichever is later
Expiration Date: 08/31/2019 Last day of Fiscal Year in which the Contract was signed
This Contract is entered under: Gov't Code ch. 771 (Interagency) Gov't Code ch. 791 (Interlocal)
 Water Code § 5.229 (Intergovernmental) Water Code § 5.124 (Grant)

The Texas Commission on Environmental Quality (TCEQ), an agency of the State of Texas, and the named Performing Party, a state agency or local government of the State of Texas, enter this agreement (Contract) to cooperatively conduct authorized governmental functions and activities under the laws of the State of Texas.

The Parties agree as follows: (a) to be effective, the Contract must be signed by an authorized official of the TCEQ and the Performing Party; (b) this Contract consists of all documents specified in the list of Contract Documents following this page; and (c) as authorized by TCEQ, Performing Party will conduct Contract Activities as part of its own authorized governmental functions and TCEQ will fund Allowable Costs subject to the Texas Uniform Grant Management Standards (UGMS) and this Contract.

Texas Commission on
Environmental Quality (TCEQ)

) Colorado County
(Performing Party)

Authorized Signature
Hoyt Henry

Printed Name
Section Manager

Title

Date

Authorized Signature
Ty Prause

Printed Name
County Judge

Title
3-25-19

Date

Procurements & Contracts Representative
Sergio Vasquez, CTCM, CTCD

Printed Name

Date

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Colorado County LEPC

TCEQ Contract 582-19-91782

**CONTRACT DOCUMENTS LIST
Cooperative Reimbursement Contract
for State Agencies and Local Governments**

This Contract between TCEQ and Performing Party consists of the Contract Documents listed on this page. Documents on this list include all amendments. In the event of a conflict of terms, the Contract Documents as amended control in the descending order of the list, subject to provisions in the Special Terms and Conditions, if any. All Contract provisions, however, are subject to control by the latest amendment and most specific provision and by the applicable state and federal laws, rules and regulations.

- Contract Signature Page
- Contract Documents List (this page)
- Special Terms and Conditions
- Scope of Work (Includes Cost Budget)
- General Terms and Conditions
- Notices, Project Representatives and Records Locations
- TCEQ - Approved Grant Application and Budget (incorporated by reference)
- Attachment A - Financial Status Report (FSR)
- Attachment B - Budget Revision Request (BBR)
- Attachment C - Release of Claims
- Attachment D - Performing Party Performance Evaluation

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Colorado County LEPC

TCEQ Contract 582-19-91782

Special Terms and Conditions

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Colorado County LEPC

TCEQ Contract 582-19-91782

SPECIAL TERMS AND CONDITIONS

ARTICLE 1. SPECIAL CONDITIONS

The Performing Party agrees to these Special Conditions.

ARTICLE 2. DEFINITIONS

Unless defined herein, terms in this Agreement will have their plain meaning. The following terms have the meanings indicated.

2.1 Approved Grant Application- The grant application submitted by the Performing Party listing the requested grant activities proposed for grant funding, including any amendments or supplemental conditions added to the application. The Application is used to develop the Scope of Work of this contract. In case of conflict between the application and the Scope of Work, the Scope of Work will take precedence.

2.2 Approved Grant Application Summary- The contract document listing the Grant Activities from the Approved Grant Application that have been approved for funding, also referred to in this contract as the Scope of Work.

2.3 Financial Status Report (FSR) - Form and supporting documentation tracking overall budget compliance and documenting expenditure of grant funds. This term may be used interchangeably with Request for Reimbursement for projects where funds have been advanced to the Performing Party.

2.4 Grant Activities - activities the Performing Party has agreed to perform under this contract that are detailed in the Scope of Work.

2.5 Request for Reimbursement (RFR) - Forms and documentation required to be submitted in order to receive reimbursement for allowable costs incurred and paid by the Performing Party, also referred to in this contract as an "invoice". For grants where advance payments have been provided, this term is synonymous with Financial Status Report (FSR).

ARTICLE 3. PERFORMING PARTY'S CERTIFICATIONS.

By signing this Contract, the Performing Party certifies that the following are true and acknowledges that the Contract may be terminated and payment may be withheld if these certifications are inaccurate. Performing Party agrees to give prompt written notice to the TCEQ if there is any material change in these representations or certifications.

- a. **Debt to State.** The Performing Party is not indebted to the state and does not have an outstanding tax delinquency. The Performing Party understands that the Texas Comptroller is precluded by state law from paying any person who is indebted to the state or has a tax delinquency. The Performing Party must comply with all state and federal tax laws and fee

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MARCH 25, 2019

Colorado County LEPC

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requirements and is solely responsible for filing all required state and federal tax and fee forms.

- b. **Child Support Payments.** The Performing Party is neither an individual nor a business organization with an ownership interest of at least 25% by an individual who is in arrears on child support payments. Under Texas Family Code Section 231.006 (relating to child support), the Performing Party certifies that the individual or business entity named in this contract is not ineligible to receive the specified grant and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. If the Performing Party is subject to § 231.006, prior to signing this Contract, Performing Party must provide TCEQ the names and Social Security numbers of each person with at least 25% ownership of the Performing Party.
- c. **Nondiscrimination.** The Performing Party will comply with all state and federal statutes relating to nondiscrimination.
- d. **Grant Administration.** The Performing Party will maintain an appropriate grant management administration system to ensure that all terms, conditions, and specifications of the Contract, including these certifications and assurances, are met.
- e. **Contracting with a Current or Former Executive Head of a State Agency.** The Performing Party certifies that it complies with Texas Government Code Section 669.003, relating to contracting with a current or former executive head of a state agency. Performing Party represents that no person who is serving or in the past four years served as an executive head of the TCEQ or any other state agency was involved with or has any interest in this Contract, including being an employee of the Performing Party. If the Performing Party employs or has used the services of a current or former executive head of TCEQ or other state agency, the Performing Party will provide the following information to TCEQ prior to executing this Contract: Name of Former Executive, Name of State Agency, Date of Separation from State Agency, Position with Performing Party, and Date of Employment with Performing Party.
- f. **Suspension, Debarment, and Terrorism.** The Performing Party certifies that it and its principals are eligible to participate in this Contract and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity, and that the Performing Party is in compliance with the State of Texas statutes and rules relating to procurement, and that the Performing Party is not listed on the federal government's terrorism watch list as described in Executive Order 13224.
- g. **Hurricane Katrina and Other Natural Disasters.** Under Section 2155.006(b) of the Texas Government Code, a state agency may not award a grant that includes proposed financial participation by a person who, during the five-

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year period preceding the date of the award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Texas Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006, Government Code, the vendor certifies that the Performing Party is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

- h. **Texas Government Code Chapter 573.** Performing Party must comply with Texas Government Code Chapter 573, by ensuring that no officer, employee, or member of the Performing Party's governing body or of the Performing Party's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

ARTICLE 4. ADVANCE PAYMENT

4.1 The TCEQ may provide the funds in advance of the Performing Party's incurring anticipated costs of Contract Activities (Advance Payment).

4.2 By making Advance Payments, the TCEQ does not waive any requirements for the reimbursement of costs. The TCEQ may at any time before or after any advance payment request additional evidence concerning costs. The TCEQ may audit the records of the Performing Party and may also audit the Performing Party's performance as to any Contract activity and any other Contract requirement.

4.3 Advance Payments are conditioned on the approval of a FSR. If the FSR does not demonstrate Performing Party has complied with the Contract requirements, the TCEQ may withhold approval or reject the FSR.

4.4 If the Performing Party falls behind in the schedule of the Grant Activities or fails to utilize the amount of any Advance Payment, the TCEQ may reduce the amount of the next Advance Payment by a comparable sum or require the return of previously advanced funds.

4.5 All Advance Payments must be expended by May 31, 2019. Any unspent Advance

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Payment must be returned to the TCEQ within 45 days of the Contract's expiration or upon written request by TCEQ within 30 days after receipt of notice by the Performing Party, whichever occurs first.

4.6 Performing Party may, but is not required to, place Advanced Payments into an interest-bearing account. If Advanced Payments are placed into an interest-bearing account, Performing Party may apply up to one hundred dollars (\$100.00) of accrued interest towards administrative expenses. Accrued interest in excess of one hundred dollars (\$100.00) is considered program income and must be returned to TCEQ with in the same manner as unspent Advance Payment.

ARTICLE 5. ELIGIBILITY FOR COST REIMBURSEMENT

5.1. The TCEQ will reimburse the Performing Party for those costs which are eligible for reimbursement in accordance with all requirements of this Contract. Costs are considered eligible for reimbursement when the TCEQ, in its sole discretion, determines that the costs are the reasonable, necessary, actual, and allowable costs of implementing the Grant Activities approved by the TCEQ. Costs must be included in the Scope of Work to be eligible for reimbursement. Determinations of eligibility for reimbursement are solely within the discretion of the TCEQ.

Procurement

5.2. The requirements of the Texas Uniform Grants Management Standards (UGMS), Part III. State Uniform Administrative Requirements for Grants, Subpart C, Post-Award Requirements _____ .36 Procurement, will apply within the discretion of the TCEQ.

Reasonable Costs

5.3. To be reimbursable, a cost must be reasonable. Criteria for determining reasonableness of costs include the following:

5.3.1. Whether it is the type of cost generally recognized as ordinary and necessary for the conduct of the Performing Party's business or the performance of the Grant Activities;

5.3.2. Generally accepted sound business practices, competitive procurement, arm's length bargaining, and Federal and State laws and regulations;

5.3.3. The Performing Party's responsibilities to the TCEQ, other customers, the owners of the business, employees, and the public at large; and

5.3.4. Any significant deviations from accepted industry-established practices.

5.4. In general, for the cost of the Performing Party's goods and services to be reasonable, they must be procured through a competitive process in which bids, quotes, or proposals are solicited from an adequate number of qualified suppliers. Where competition is not feasible, UGMS _____ .36 permits non- competitive procurement. For non-competitively procured items, the reasonableness of the Performing Party's costs must be established through a price analysis, which the Performing Party shall submit to the TCEQ upon request. A price analysis analyzes a vendor's price in comparison to other market prices for similar

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goods and services. A price analysis should compare at least three vendors' prices. For non-competitively procured items, the Performing Party must perform a cost analysis analyzing the vendor's costs to produce the goods & services, which the Performing Party shall submit to the TCEQ upon request.

Necessary Costs

5.5. Necessary costs include costs which are directly attributable to the implementation of the Grant Activities and must be included in the original application and the Scope of Work.

Actual Costs

5.6. The criteria for actual costs include:

5.6.1. the direct costs paid for implementing the Grant Activities; or

5.6.2. the true price charged by a vendor/contractor to the Performing Party for implementing the Grant Activities.

5.7. Unless expressly authorized by the TCEQ, actual costs do not include:

5.7.1. amounts which the Performing Party owes or agrees to pay the vendor or contractor for any purpose other than the implementation of Grant Activities;

5.7.2. amounts in the charges which the vendor/contractor intends to return to the Performing Party in the form of cash, goods, services, gifts, intangibles, discounts or any other items of value; and

5.7.3. amounts which are reimbursed by other public sources or for which tax credits or other public financial incentives are received by the Performing Party.

5.8. The Performing Party's and its subcontractors' documentation of expenses is required under the General Conditions.

Allowable Costs

5.9. In order to be allowable, costs must be included in the Scope of Work, and must satisfy the requirements of: this Contract, the UGMS, state agency rules, and all applicable state and federal laws.

5.10. If travel costs are authorized in the Scope of Work, reimbursement of travel costs may not exceed the amounts explained in this section.

5.10.1. Reimbursement for lodging and meals within the State of Texas is to be equal to the rates allowed for state employees under the State of Texas Travel Allowance Guide.

5.10.2. Reimbursement for lodging and meals when traveling outside of the State of Texas is to be equal to the rates allowed for state employees under the State of Texas Travel Allowance Guide and may not exceed the maximum established in the federal General Services Administration travel regulations.

5.10.3. Mileage reimbursement rates are also established in the State of Texas Travel Allowance Guide.

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5.10.4. Expenses for lodging and meals are limited to only actual expenses and must be supported by receipts to be reimbursable.

Indirect Costs

5.11. Indirect costs are not reimbursable under the terms of this Contract.

Preapproval of Costs

5.12. If the specific details of costs to be incurred under the "Travel," "Equipment," "Contractual," or "Other" costs categories are not already explained in the Scope of Work, then prior to incurring those costs, the Performing Party must submit revised forms to show those details and receive authorization from the TCEQ for those expenses.

5.13. Upon TCEQ request, prior to signing a subcontract to be funded under this Contract, the Performing Party must submit the subcontract to the TCEQ for review and must receive approval from the TCEQ before entering into the subcontract.

Additional Evidence

5.14. The TCEQ may at any time before or after receiving invoices, as necessary in its sole discretion, request additional evidence concerning costs.

Additional Criteria for Reimbursement

5.15. The TCEQ may at any time, in its sole discretion, establish additional criteria and requirements for reimbursement of costs as serves the best interest of the State.

Costs in Scope of Work are Maximum Amounts, Not a Guarantee

5.16. Amounts of costs stated in the Scope of Work are maximum amounts of reimbursement. By stating the amounts, the TCEQ does not 1) guarantee payment of those amounts or 2) waive the requirements for invoicing which must subsequently and continually be satisfied by the Performing Party. The amount of costs for which invoices may be submitted is the lesser of: 1) the costs stated in the Scope of Work or 2) the actual eligible costs.

No Entitlement to Funds

5.17. The Performing Party has a continuing obligation to satisfy the requirements for reimbursement. Neither a request for reimbursement nor the TCEQ's payment of reimbursement nor any other action will establish an entitlement in the Performing Party to payment from the TCEQ.

5.18. By paying a request for reimbursement or advancing funds, the TCEQ does not waive any requirements for the reimbursement of costs. The TCEQ may at any time before or after reimbursement, in its sole discretion, request additional evidence concerning costs. The TCEQ may audit the records of the Performing Party and may also audit the Performing Party's performance as to the Grant Activities, and the Administrative Requirements.

Offsets for debts owed to the State

5.19. The TCEQ may offset against reimbursement payments, any amounts owed by the Performing Party or its principals to the TCEQ, the State of Texas, or for child support.

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ARTICLE 6. REQUEST FOR REIMBURSEMENT

6.1. In order to receive reimbursement for eligible expenses and document expenditure of advanced funds, the Performing Party shall submit monthly, a completed TCEQ Request for Reimbursement (RFR) form, to be made available to the Performing Party by the TCEQ. The RFR shall be submitted no later than 15 days after the end of the following month. Each RFR shall be accompanied by a properly completed FSR for each activity for which reimbursement is requested. For a RFR solely documenting expenditure of advanced funds and not requesting payment, only submission of an FSR is necessary. The request and forms shall be mailed or delivered to:

Texas Commission on Environmental
Quality ATTN: Deanna Sivek
Critical Infrastructure
Division, MC-177 Texas LEPC
Grant Program
PO Box 13087
Austin, TX 78711-3087

6.2 Performing Party may submit requests and forms electronically via email. The scanned copies of the request, forms, and Supporting Documents in pdf format shall be emailed to LEPCGRANTS@tceq.texas.gov and Deanna.Sivek@tceq.texas.gov

6.3. All RFR's shall be completed on forms provided by the TCEQ. The report shall also list and explain any additional financial incentive received by the Performing Party that directly offsets the activity costs reported by the PERFORMING PARTY, including tax credits or deductions, other grants, or any other public financial assistance.

6.4. If not previously required to be submitted prior to execution of this Contract, a properly completed Texas Application for Payee Identification Number must be completed and submitted with the first invoice, or prior to request for advanced funds.

6.5. A final RFR, indicating in the appropriate box that it is the final request, shall be submitted to the TCEQ by no later fifteen (15) days after the date listed in Article 4.5 of the Special Terms of this Contract.

6.6. All RFR's shall contain sufficient identification of and information concerning the costs incurred and paid so as to enable the TCEQ to ascertain the eligibility of a particular cost and to enable subsequent audit thereof. Supporting documentation materials, as directed by the TCEQ in the instructions accompanying the forms, shall be attached to the report forms to clearly show that the cost was incurred and paid.

6.7. If an RFR does not satisfactorily demonstrate the accomplishment of the required tasks, or that costs are allowable, eligible, actual, and incurred and paid costs, the TCEQ may reject the RFR, or FSR in the case of advanced funds, until such time as the deficiencies have been corrected. Satisfactory accomplishment of a task

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is within the judgment of the TCEQ; however, such judgment must be reasonable.

6.8. The TCEQ is not obligated to make payment until the RFR is approved by the TCEQ. Further, the TCEQ reserves the right to suspend or withhold all or part of a payment or all payments as authorized by the Contract.

6.9. All RFR's under this Contract shall be submitted in accordance with the requirements set forth in this Contract. Such submittals shall contain sufficient detail for audit thereof.

6.10. The TCEQ may at any time before or after approval of the RFR or FSR, as necessary in its sole discretion, request additional evidence concerning costs.

6.11. The reimbursement of funds is contingent upon the Performing Party's satisfactory adherence to the terms of this Contract. Failure to adhere to the terms of this Contract, in particular those requirements concerning progress and financial reporting or the documentation of reported expenditures, shall be grounds for the TCEQ to: suspend payments pending the Performing Party's satisfactory completion, revision, or correction of services or reports; request return of unexpended advanced funds; or for termination of this Contract in accordance with the General Conditions and for such other remedies as are allowed by law.

6.12. Required Forms: The Performing Party, and any subcontractor or subrecipient if any, in order to obtain reimbursement for those expenditures authorized under this Contract, shall submit, pursuant to the Grant Activities, a fully completed and legible:

- 6.12.1. Progress Report;
- 6.12.2. Reimbursement Forms, including an FSR;
- 6.12.3. Supplemental Request for Reimbursement Form(s) for those budget categories with expenses; and
- 6.12.4. Release of Claims (the PERFORMING PARTY only and only with final RFR).

Reimbursement Forms

6.13. Request for Reimbursement: Each filed TCEQ RFR shall contain sufficient identification of, and information concerning, the costs incurred so as to enable the TCEQ to ascertain the eligibility of a particular expenditure and to enable subsequent audit thereof. Each RFR shall indicate, for each budget category the Performing Party's project expenditures for the period in question, the cumulative expenditures with respect to each budget category, and the balance remaining in each budget category following reimbursement of the amount being requested.

6.14. Historically Underutilized Business (HUB): The Performing Party will use its best efforts to provide opportunities for HUBs to participate in subcontracting under this Contract. The Performing Party must notify the TCEQ of the steps it has taken to provide opportunities for HUBs to participate, and the extent to which HUBs are being utilized as subcontractors under this Contract.

6.15. Required Documentation: When the Performing Party is required to attach source documentation for a reimbursable cost that documentation shall:

- 6.15.1. be legible;

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6.15.2. identify the specific equipment received or the services provided;

6.15.3. clearly identify the vendor or subcontractor who provided the equipment or services (the Performing Party shall require all subcontractors to use the Financial Status Report forms and Request for Reimbursement forms to file for reimbursement of services and equipment); and

6.15.4. confirm the reimbursable amount listed on the form.

The documentation shall consist of a dated invoice that shows the amount billed to the Performing Party, any "past due" amount from previous invoices, and explanation of services provided. The Performing Party or subcontractor must provide any other documentation requested by the TCEQ. Although canceled checks represent the preferred types of documentation for purposes of this section, the Performing Party or subcontractor may substitute/attach other records or documents that provide the same type of information, such as issued purchase orders and/or invoices marked "received/paid", or other evidence of payment. The Performing Party or subcontractor shall not intentionally break up single orders of identical or similar items, materials, or supplies simply for the purpose of avoiding the above requirement to provide confirming documentation when submitting reimbursement requests to the TCEQ.

6.16. Vendor or Sub-grantee Services Not Procured Using Price Competition: Information detailing the expenses incurred shall be submitted along with an explanation of the services provided. For any expenses (goods or services) which are not procured using price competition, the Performing Party must perform a price or cost analysis to determine the reasonableness of the price and maintain documentation of such analysis which shall be produced to the TCEQ upon request.

6.17. All requests for reimbursement of expenditures that fall within either the Personnel/Salary categories of the Scope of Work, if authorized and included, shall be itemized by the Performing Party or subcontractor.

6.17.1. Personnel/Salary: No supporting documentation is required to be attached invoice with respect to reported "Personnel/Salary" expenditures on the invoice. The Performing Party or subcontractor is expected to maintain signed time sheets that can serve to verify the total, overall hours of staff time being directly billed to this Contract.

6.18. Travel: If employee travel costs are authorized and included in the Scope of Work, all costs listed in the invoices must be documented with information that identifies the name of the traveler(s), dates of travel, purpose/location of travel, costs for meals, transportation, and lodging to substantiate the reported reimbursable costs. If TCEQ waives the requirement for submitting the following travel documentation with the RFR, documentation which must be maintained by the Performing Party or subcontractor and made available during an on-site audit/monitoring visit, or upon request, for the purpose of substantiating travel-related costs, includes the following: (1) legible copies of the Performing Party- or subcontractor-approved travel vouchers, or other equivalent documentation, signed by the employees who traveled; and (2) any travel-related expenses under this Contract borne directly by the Performing Party or subcontractor (and for which reimbursement by the Performing Party to the traveler was not required). Receipts

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should be separate and show, at a minimum, the traveler's name, the travel location, and the travel date(s).

6.19. All FSR's with expenditures that fall within the Equipment, Supplies, Other, Contractual, and Construction categories of the Scope of Work shall be itemized by the Performing Party or subcontractor on the FSR. In addition, the Performing Party or subcontractor shall attach, for each reimbursable cost listed, documentation as specified in the Required Documentation paragraph in this section.

6.20. The TCEQ may reject requests for reimbursement that fail to demonstrate that costs are eligible for reimbursement or which fail to conform to the requirements of the Contract.

6.21. In determining the amount of the final payment, the TCEQ may withhold from reimbursement the amount of any over payment and any reasonable amount until the TCEQ is satisfied that all conditions and requirements are completed and accepted.

6.22. All FSR's must be signed by an authorized representative of the Performing Party.

6.23. Documentation of Project Expenses. The Performing Party shall maintain accurate and detailed documentation to evidence the payment of expenses. The Performing Party shall provide such documentation upon request and for any audit purposes. This documentation shall be maintained for at least three (3) years after the end of this Contract.

ARTICLE 7. PERFORMING PARTY'S PERFORMANCE EVALUATION

Performance evaluations are a part of the TCEQ review of the Performing Party and may be a factor in the selection of future grants. TCEQ may provide this information to state agencies and, upon request, to others. The Performing Party consents to the disclosure of any information or opinion contained in the evaluations. (Attachment D)

ARTICLE 8. MISCELLANEOUS

8.1 General Terms and Conditions, Article 1, Section 1.2 Amendments, is replaced in its entirety by the following:

1.2 Amendments.

1.2.1 This Contract may be amended by mutual agreement. Except as specifically allowed by the Contract, all changes to the Contract require a written amendment and agreement by both parties.

1.2.2 A formal Amendment to the Contract signed by authorizing officials of both Parties is required for changes to the substantive obligations of the Performing Party and/or TCEQ, including the following:

1.2.2.1 Changes in the total amount of funds in the Budget or

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the Contract;

- 1.2.2.2 Changes to the Contract's Expiration Date;
- 1.2.2.3 Changes to the Scope of Work that affect TCEQ obligations in this Contract and in other Contracts with the funding source such as EPA, and obligations to another state or federal agency or the Texas Legislature; and
- 1.2.2.4 Changes that affect the material obligations of the Performing Party in this Contract.

8.2 General Terms and Conditions, Article 8 is replaced in its entirety by the following:

8. CONFLICT OF INTEREST

The Performing Party will timely notify TCEQ in writing of any actual, apparent, or potential conflict of interest regarding the Performing Party or any related entity or individual. No entity or individual with any actual, apparent, or potential conflict of interest will take part in the performance of any portion of the Scope of Work, nor have access to information regarding any portion of the Scope of Work, without TCEQ's written consent in the form of a unilateral amendment. The Performing Party agrees that TCEQ has sole discretion to determine whether a conflict exists, and that a conflict of interest is grounds for termination for cause.

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Scope of Work

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**Scope of Work
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I. Facts and Purpose

The Texas Commission on Environmental Quality (TCEQ) proposes to grant Colorado County Local Emergency Planning Committee (LEPC) funding to purchase goods and services listed in **Table 1. Approved Purchase List** to allow the LEPC to establish, maintain, and/or improve their implementation of Emergency Planning and Community Right-to-Know Act (EPCRA).

Purchases must be made in accordance to the application amounts and quotes in the Approved Grant Application. **Any purchases that differ from the quotes submitted must be approved, in writing, by the TCEQ Grant Manager prior to purchase.** If this process is not followed it will be documented on the evaluation and used during future grant rounds to evaluate applications.

An amendment will be required if new items are added to **Table 1. Approved Purchase List**. The LEPC must retain documentation of these purchases and submit them with the quarterly Financial Status Reports (FSR).

Table 1. Approved Purchase List

Item #	Item Type	Item Description	Amount per Item	Quantity	Total
1	Other	eDispatch Alerting System (Partial Funding)*	\$6,100.00	2 years	\$12,200.00 \$10,000.00
Total:					\$10,000.00

*The total approved funding for this item is less than the amount requested in the original grant application. The grantee agrees and acknowledges that the remaining costs for purchase of the item in the quantity listed are the sole responsibility of the grantee.

II. Schedule of Quarterly Reports:

During this grant round all purchases must take place between September 1, 2018 or date of last signature (contract execution) and May 31, 2019.

- **1st Report Period:** September 1, 2018 or date of last signature - November 30, 2018 - Due by December 15th
- **2nd Report Period:** December 1, 2018 - February 28, 2019 - Due by March 15th

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- **3rd and Final Report Period:** March 1, 2019 - May 31, 2019 - Due by June 15th

Once the final FSR is submitted no further reports will be required. The final report is denoted in box six on the FSR.

All Terms and Conditions listed in this grant contract must be followed. It is the responsibility of the grantee to adhere all grant Terms and Conditions. This Scope of Work does not override any of the Terms and Conditions listed in this grant contract.

III. Description of Deliverables

Grantee must initial next to each line item as indication of understanding and agreement to complete each deliverable.

- TP a. Purchase goods and services in accordance with grant application. Any **deviations must be approved**, in writing, by the TCEQ Grant Manager **PRIOR** to purchase.
- TP b. Adhere to all terms and conditions listed in this contract including the timeline listed in the "Timeline of Deliverables", Section III.
- TP c. Effectively communicate with the TCEQ Grant Manager regarding any questions, comments, issues, or deficiencies.
- TP d. Submit FSRs in accordance with the Schedule of Quarterly Reports ("Timeline of Deliverables", Section III). FSRs must be accompanied by supporting documentation including, but not limited to, receipts, training certificates, invoices, and proof of purchase. The TCEQ reserves the right to request FSRs more frequently than quarterly.
- TP e. Retain all documentation associated with this grant application and all FSRs submitted to TCEQ as part of this contract. Documentation must be available upon request from the TCEQ Grant Manager.
- TP f. **Travel Expenses:** All travel expenses must take place during the purchasing period. Travel expenses can only be funded for actual costs. No flat rate per diems will be allowed. All expenses charged to this grant must have itemized receipts documenting the actual expenditures. This includes hotel, meal, and fuel receipts. Any meal receipts without an itemized list of what was actually purchased may require additional documentation detailing what was purchased or be denied.

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- TP g. All funds must be expended or returned to the TCEQ in accordance with the deadlines stated within Section 4.5 of the Special Terms and Conditions of the Contract. An extension to the purchasing period can be approved in writing by the TCEQ Grant Manager to the contract expiration date of August 31, 2019. Any extension past the contract expiration date must be done through a formal amendment.

IV. Timeline of Deliverables

- a. Any changes to the approved purchase list must be approved in writing from the TCEQ Grant Manager prior to purchase under all circumstances.
- b. Submit initial FSR to allow upfront funding: by September 30, 2018
- c. First Quarter FSR Due: by December 15, 2018
- d. Second Quarter FSR Due: by March 15, 2019
- e. Purchasing Extension Requests Due: by May 1, 2019
- f. Purchasing deadline: by May 31, 2019
- g. Third Quarter, and Final, FSR Due: by June 15, 2019
- h. Contract Extension Requests Due: by August 1, 2019
- i. Contract End Date: August 31, 2019

V. TCEQ Responsibilities/Designation of Staff

A. TCEQ responsibilities:

- Review all FSRs and request any edits necessary for approval.
- Complete a performance evaluation after the contract is closed out.

B. Designation of staff

- Deanna Sivek, (512) 239-5074 or Deanna.Sivek@tceq.texas.gov, will be the TCEQ Grant Manager and point of contact for this contract. Other TCEQ staff will be available in her absence.
- Paul Groves, (512) 239-6761 or Paul.Groves@tceq.texas.gov, will be the Contract Manager.

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General Terms and Conditions

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GENERAL TERMS AND CONDITIONS

1. CONTRACT PERIOD

- 1.1. **Contract Period.** The Contract begins on the Effective Date and ends on the Expiration Date as provided on the Contract Signature Page. If no Effective Date is provided, the Effective Date of the Contract is the date of last signature. If no Expiration Date is provided, the Expiration Date is August 31 of the same Fiscal Year in which the Contract is signed.
- 1.2. **Amendments.** This Contract is not subject to competitive selection requirements and may be amended by mutual agreement. Except as specifically allowed by the Contract, all changes to the Contract require a written amendment and agreement by both parties.
- 1.3. **Extensions.** TCEQ may by unilateral written amendment extend the Expiration Date for a period of up to 90 days. Unless otherwise indicated in the applicable contract amendment, an extension does not extend any other deadlines or due dates other than the expiration of the Contract Period.

2. FUNDS

- 2.1 **Availability of Funds.** This Contract and all claims, suits or obligations arising under or related to this Contract are subject to the receipt and availability of funds appropriated by the Texas Legislature for the purposes of this Contract or the respective claim, suit or obligation, as applicable. Performing Party will ensure that this article is included in any subcontract it awards.
- 2.2 **Maximum Authorized Reimbursement.** The total amount of funds provided by TCEQ for the Contract will not exceed the amount of the Maximum Authorized Reimbursement as shown on the Contract Signature Page.
- 2.3 **Fiscal Year Restrictions.** In order to be reimbursed under this Contract, costs must be incurred during the Contract Period and within the time limits applicable to the funds from which the Contract is being paid. TCEQ is under no obligation to offer deadline extensions which extend to the maximum availability of the contract funding source.
- 2.4 **Grants.** If this Contract was entered under the TCEQ's authority to award grants, TCEQ is providing financial assistance to the recipient to undertake its own project.
- 2.5 **No Debt against the State.** This Contract is contingent on the continuing appropriation of funds. This Contract shall not be construed to create debt against the State of Texas.

3. ALLOWABLE COSTS

- 3.1 **Conforming Activities.** TCEQ will reimburse the Performing Party for necessary and reasonable Allowable Costs that are incurred and paid by the Performing Party in performance of the Scope of Work as authorized by this Contract in the Cost Budget or Fixed Payment Amounts.
- 3.2 **UGMS.** Allowable Costs are restricted to costs that comply with the Texas Uniform Grant Management Standards (UGMS) and applicable state and federal rules and law. The parties agree that all the requirements of the UGMS apply to this Contract, including the criteria for Allowable Costs. Additional federal

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requirements apply if this Contract is funded, in whole or in part, with federal funds.

4. REIMBURSEMENT

- 4.1. **Reimbursement Requests.** Performing Party shall invoice TCEQ to request reimbursement for its Allowable Costs for performing the Scope of Work. Performing Party's invoice shall conform to all reimbursement requirements specified by TCEQ.
- 4.2. **Conditional Payments.** Reimbursements are conditioned on the Scope of Work being performed in compliance with the Contract. Performing Party shall return payment to TCEQ for either overpayment or activities undertaken that are not compliant with the Scope of Work. This does not limit or waive any other TCEQ remedy.
- 4.3. **No Interest for Delayed Payment.** Because the Performing Party is not a vendor of goods and services within the meaning of Texas Government Code Chapter 2251, no interest is applicable in the case of late payments.
- 4.4. **Release of Claims.** As a condition to final payment or settlement, or both, the Performing Party shall execute and deliver to the TCEQ a release of all claims against the TCEQ for payment under this Contract.
- 4.5. **State agencies/Institutions of Higher education.** If the Contractor is a State agency or institution of higher education payments must be made via interagency transaction voucher (ITV), please provide a Recurring Transaction Index (RTI) number on the face of the invoice OR if payments are to be deposited into a local bank account, the following statement must be placed on the face of the invoice: "Funds to be deposited into local bank account." For additional information, please refer to the Texas Comptroller's Accounting Policy Statement (APS) 014.

5. FINANCIAL RECORDS, ACCESS AND AUDITS

- 5.1 **Audit of Funds.** The Performing Party understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Performing Party further agrees to fully cooperate with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Performing Party shall ensure that this clause concerning the audit of funds accepted under this Contract is included in any subcontract it awards.
- 5.2 **Financial Records.** Performing Party shall establish and maintain financial records including records of costs of the Scope of Work in accordance with generally accepted accounting practices. Upon request Performing Party shall submit records in support of reimbursement requests. Performing Party shall allow access during business hours to its financial records by TCEQ and other state agencies for the purpose of inspection and audit. Financial records regarding this contract shall be retained for a period of three (3) years after date of submission of the final reimbursement request.

6. PERFORMING PARTY'S RESPONSIBILITIES

- 6.1 **Performing Party's Responsibility for the Scope of Work.** Performing Party undertakes performance of the Scope of Work as its own project and does not

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act in any capacity on behalf of the TCEQ nor as a TCEQ agent or employee. Performing Party agrees that the Scope of Work is furnished and performed at Performing Party's sole risk as to the means, methods, design, processes, procedures and performance.

- 6.2 **Independent Contractor.** The parties agree that the Performing Party is an independent contractor. Nothing in this Contract shall create an employee-employer relationship between Performing Party and TCEQ. Nothing in this Contract shall create a joint venture between TCEQ and the Performing Party.
- 6.3 **Performing Party's Responsibilities for Subcontractors.** All acts and omissions of subcontractors, suppliers and other persons and organizations performing or furnishing any of the Scope of Work under a direct or indirect contract with Performing Party shall be considered to be the acts and omissions of Performing Party.
- 6.4 **No Third Party Beneficiary.** TCEQ does not assume any duty to exercise any of its rights and powers under the Contract for the benefit of third parties. Nothing in this Contract shall create a contractual relationship between TCEQ and any of the Performing Party's subcontractors, suppliers or other persons or organizations with a contractual relationship with the Performing Party.

7. TIME

- 7.1 **Time is of the Essence.** Performing Party's timely performance is a material term of this Contract.
- 7.2 **Delays.** Where Performing Party's performance is delayed, except by Force Majeure or act of the TCEQ, TCEQ may withhold or suspend reimbursement, terminate the Contract for cause, or enforce any of its other rights (termination for convenience may be effected even in case of Force Majeure or act of TCEQ).

8. CONFLICT OF INTEREST

Performing Party shall have a policy governing disclosure of actual and potential conflicts of interests. Specifically, for work performed under this Contract by Performing Party or any related entity or individual, Performing Party shall promptly disclose in writing to TCEQ any actual, apparent, or potential conflicts of interest, including but not limited to disclosure of:

- i. Any consulting fees or other compensation paid to employees, officers, agents of Performing Party, or members of their immediate families, or paid by subcontractor or subrecipients; or
- ii. Any organizational conflicts of interest between Performing Party and its subcontractors or subrecipients under a subaward.

No entity or individual with any actual, apparent, or potential conflict of interest will take part in the performance of any portion of the Scope of Work, nor have access to information regarding any portion of the Scope of Work, without TCEQ's written consent in the form of a unilateral amendment. Performing Party agrees that TCEQ has sole discretion to determine whether a conflict exists, and that a conflict of interest is grounds for termination of this Contract.

9. DATA AND QUALITY

- 9.1 **Quality and Acceptance.** All work performed under this Contract must be complete and satisfactory in the reasonable judgment of the TCEQ. All

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materials and equipment shall be handled in accordance with instructions of the applicable supplier, except as otherwise provided in the Contract.

- 9.2 **Quality Assurance.** All work performed under this Contract that involves the acquisition of environmental data will be performed in accordance with a TCEQ-approved Quality Assurance Project Plan (QAPP) meeting all applicable TCEQ and EPA requirements. Environmental data includes any measurements or information that describe environmental processes, location, conditions, ecological or health effects and consequences. Environmental data includes information collected directly from measurements, produced from models, and compiled from other sources such as databases or literature. No data collection or other work covered by this requirement will be implemented prior to Performing Party's receipt of the QAPP signed by TCEQ and, if necessary, the EPA. Without prejudice to any other remedies available to TCEQ, TCEQ may refuse reimbursement for any environmental data acquisition performed prior to approval of a QAPP by TCEQ and, if necessary, the EPA. Also, without prejudice to any other remedies available to TCEQ, Performing Party's failure to meet the terms of the QAPP may result in TCEQ's suspension of associated activities and non-reimbursement of expenses related to the associated activities.
- 9.3 **Laboratory Accreditation.** Any laboratory data or analyses provided under this Contract must be prepared by a laboratory that is accredited by TCEQ according to 30 Texas Administrative Code Chapter 25, subchapters A and B, unless TCEQ agrees in writing to allow one of the regulatory exceptions specified in 30 Texas Administrative Code Section 25.6.

10. INTELLECTUAL PROPERTY

- 10.1 **Third Party Intellectual Property.** Unless specifically modified in an amendment or waived in a unilateral amendment, Performing Party must obtain all intellectual property licenses expressly required in the Scope of Work, or incident to the use or possession of any deliverable under the Contract. Performing Party shall obtain and furnish to TCEQ: documentation on the use of such intellectual property, and a perpetual, irrevocable, enterprise-wide license to reproduce, publish, otherwise use, or modify such intellectual property and associated user documentation, and to authorize others to reproduce, publish, otherwise use, or modify such intellectual property for TCEQ non-commercial purposes, and other purposes of the State of Texas.
- 10.2 **Grant of License.** Performing Party grants to TCEQ a nonexclusive, perpetual, irrevocable, enterprise-wide license to reproduce, publish, modify or otherwise use for any non-commercial TCEQ purpose any preexisting intellectual property belonging to the Performing Party that is incorporated into any new works created as part of the Scope of Work, intellectual property created under this Contract, and associated user documentation.

11. INSURANCE AND INDEMNIFICATION

- 11.1 **Insurance.** Unless prohibited by law, the Performing Party shall require its contractors to obtain and maintain during the Contract Period adequate insurance coverage sufficient to protect the Performing Party and the TCEQ from all claims and liability for injury to persons and for damage to property arising from the Contract. Unless specifically waived by the TCEQ, sufficient coverage shall include Workers Compensation and Employer's Liability

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Insurance, Commercial Automobile Liability Insurance, and Commercial General Liability Insurance.

- 11.2 **Indemnification.** TO THE EXTENT AUTHORIZED BY LAW, THE PERFORMING PARTY SHALL REQUIRE ALL CONTRACTORS PERFORMING CONTRACT ACTIVITIES ON BEHALF OF PERFORMING PARTY TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE TCEQ AND PERFORMING PARTY AND THEIR OFFICERS, AND EMPLOYEES, FROM AND AGAINST ALL LOSSES, LIABILITIES, DAMAGES, AND OTHER CLAIMS OF ANY TYPE ARISING FROM THE PERFORMANCE OF CONTRACT ACTIVITIES BY THE CONTRACTOR OR ITS SUBCONTRACTORS, SUPPLIERS AND AGENTS, INCLUDING THOSE ARISING FROM DEFECT IN DESIGN, WORKMANSHIP, MATERIALS, OR FROM INFRINGEMENT OF ANY PATENT, TRADEMARK OR COPYRIGHT; OR FROM A BREACH OF APPLICABLE LAWS, REGULATIONS, SAFETY STANDARDS OR DIRECTIVES. THE DEFENSE OF TCEQ SHALL BE SUBJECT TO THE AUTHORITY OF THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS TO REPRESENT TCEQ. THIS COVENANT SURVIVES THE TERMINATION OF THE CONTRACT.

12. TERMINATION

- 12.1 **Termination for Cause.** TCEQ may, upon providing 10 days' written notice and the opportunity to cure to the Performing Party, terminate this Contract for cause if Performing Party materially fails to comply with the Contract including any one or more of the following acts or omissions: nonconforming work, or existence of a conflict of interest. Termination for cause does not prejudice TCEQ's other remedies authorized by this Contract or by law.
- 12.2 **Termination for Convenience.** TCEQ may, upon providing 10 days' written notice to the Performing Party, terminate this Contract for convenience. Termination shall not prejudice any other right or remedy of TCEQ or the Performing Party. Performing Party may request reimbursement for: conforming work and timely, reasonable costs directly attributable to termination. Performing Party shall not be paid for: work not performed, loss of anticipated profits or revenue, consequential damages or other economic loss arising out of or resulting from the termination.
- 12.3 If, after termination for cause by TCEQ, it is determined that the Performing Party had not materially failed to comply with the Contract, the termination shall be deemed to have been for the convenience of TCEQ.

13. DISPUTES, CLAIMS AND REMEDIES

- 13.1 **Payment as a Release.** Neither payment by TCEQ nor any other act or omission other than an explicit written release, in the form of a unilateral amendment, constitutes a release of Performing Party from liability under this Contract.
- 13.2 **Schedule of Remedies available to the TCEQ.** In accordance with Texas Government Code Chapter 2261 the following Schedule of Remedies applies to this Contract. In the event of Performing Party's nonconformance, TCEQ may do one or more of the following:
- 13.2.1. Issue notice of nonconforming performance;
 - 13.2.2. Reject nonconforming performance and request corrections without charge to the TCEQ;

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- 13.2.3. Reject a reimbursement request or suspend further payments, or both, pending accepted revision of the nonconformity;
- 13.2.4. Suspend all or part of the Contract Activities or payments, or both, pending accepted revision of the nonconformity;
- 13.2.5. Demand restitution and recover previous payments where performance is subsequently determined nonconforming;
- 13.2.6. Terminate the contract without further obligation for pending or further payment by the TCEQ and receive restitution of previous payments.
- 13.3 Opportunity to Cure. The Performing Party will have a reasonable opportunity to cure its nonconforming performance, if possible under the circumstances.
- 13.4 Cumulative Remedies. Remedies are cumulative; the exercise of any remedy under this Contract or applicable law does not preclude or limit the exercise of any other remedy available under this Contract or applicable law.

14. SOVEREIGN IMMUNITY

The parties agree that this Contract does not waive any sovereign immunity to which either party is entitled by law.

15. SURVIVAL OF OBLIGATIONS.

Except where a different period is specified in this Contract or applicable law, all representations, indemnifications, and warranties made in, required by or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, survive for four (4) years beyond the termination or completion of the Contract, or until four (4) years after the end of a related proceeding. A related proceeding includes any litigation, legal proceeding, permit application, or State Office of Administrative Hearings proceeding, which is brought in relation to the Contract or which in TCEQ's opinion is related to the subject matter of the Contract. Either party shall notify the other of any related proceeding if notice of the proceeding has not been provided directly to that other party.

16. CONTRACT INTERPRETATION

- 16.1 **Definitions.** The word "include" and all forms such as "including" mean "including but not limited to" in the Contract and in documents issued in accordance with the Contract, such as Work Orders or Proposals for Grant Activities (PGAs).
- 16.2 **Headings.** The headings of the sections contained in this Contract are for convenience only and do not control or affect the meaning or construction of any provision of this Contract.
- 16.3 **Delivery of Notice.** Notices are deemed to be delivered three (3) working days after postmarked if sent by U.S. Postal Service certified or registered mail, return receipt requested. Notices delivered by other means are deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, facsimile transmission, email, or other commercially accepted means.
- 16.4 **Interpretation of Time.** All days are calendar days unless stated otherwise. Days are counted to exclude the first and include the last day of a period. If the last day of the period is a Saturday or Sunday or a state or federal holiday, it is omitted from the computation.

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- 16.5 **State, Federal Law.** This Contract is governed by, and interpreted under the laws of the State of Texas, as well as applicable federal law.
- 16.6 **Severability.** If any provision of this Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void or unenforceable, it shall be deemed severable (to the extent of such illegality, invalidity or unenforceability) and the remaining part of the provision and the rest of the provisions of this Contract shall continue in full force and effect. If possible, the severed provision shall be deemed to have been replaced by a valid provision having as near an effect to that intended by the severed provision as will be legal and enforceable.
- 16.7 **Assignment.** No delegation of the obligations, rights, or interests in the Contract, and no assignment of payments by Performing Party will be binding on TCEQ without its written consent, except as restricted by law. No assignment will release or discharge the Performing Party from any duty or responsibility under the Contract.
- 16.8 **Venue.** Performing Party agrees that the Contract is being performed in Travis County, Texas, because this Contract has been performed or administered, or both, in Travis County, Texas. The Performing Party agrees that any cause of action involving this Contract arises solely in Travis County, Texas.
- 16.9 **Publication.** Performing Party agrees to notify TCEQ five (5) days prior to the publication or advertisement of information related to this Contract. Performing Party agrees not to use the TCEQ logo or the TCEQ graphic as an advertisement or endorsement without written permission signed by the appropriate TCEQ authority.
- 16.10 **Waiver.** With the exception of an express, written waiver in the form of a unilateral amendment signed by TCEQ, no act or omission will constitute a waiver or release of Performing Party's obligation to perform conforming Contract Activities. No waiver on one occasion, whether expressed or implied, shall be construed as a waiver on any other occasion.
- 16.11 **Compliance with Laws.** TCEQ relies on Performing Party to perform all Contract Activities in conformity with all applicable laws, regulations, and rules and obtain all necessary permits and licenses.
- 16.12 **Counterparts.** This Contract may be signed in any number of copies. Each copy when signed is deemed an original and each copy constitutes one and the same Contract.
- 16.13 **Accessibility.** All electronic content and documents created as deliverables under this Contract must meet the accessibility standards prescribed in 1 Texas Administrative Code sections 206.50 and 213 for state agency web pages, web content, software, and hardware, unless TCEQ agrees that exceptions or exemptions apply.

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**Notices, Representatives,
and Records Locations**

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NOTICES, REPRESENTATIVES, AND RECORDS LOCATION

Contract Number: 582-19-91782

Contract Name: Colorado County LEPC

1. **Representatives.** The individual(s) named below are the representatives of TCEQ and Contractor. They are authorized to give and receive communications and directions on behalf of the TCEQ and Contractor as indicated below. All communications including official contract notices must be addressed to the appropriate representative or his or her designee.
2. **Changes in Representatives.** Either party may change its representatives by unilateral amendment.

3. TCEQ Representatives.

**TCEQ CONTRACT MANAGER
(for Contractual Matters)**

Paul Groves

Contract Specialist 177
(Title) (Mail Code)

Texas Commission on Environmental Quality
P.O. Box 13087
Austin, Texas 78711-3087
Telephone No.: (512)239-6761
Facsimile No.: (512)239-0404
Paul.Groves@tceq.texas.gov

**TCEQ PROJECT MANAGER
(For Homeland Security)**

Michelle Havelka, Manager

Homeland Security Section 177
(Title) (Mail Code)

Texas Commission on Environmental Quality
P.O. Box 13087
Austin, Texas 78711-3087
Telephone No.: (512)239-3134
Facsimile No.: (512)239-0404
Michelle.Havelka@tceq.texas.gov

TCEQ PROJECT MANAGER

Deanna Sivek

Grant Manager 177
(Title) (Mail Code)

Texas Commission on Environmental Quality
P.O. Box 13087
Austin, Texas 78711-3087
Telephone No.: (512)239-5074
Facsimile No.: (512)239-0404
Deanna.Sivek@tceq.texas.gov

4. Contractor Representatives.

For Contractual Matters:

Ty Prause
(Name)

County Judge
(Title)

P.O. Box 236
(Mailing Address)
Columbus TX 78934
(City) (State) (Zip Code)

Telephone No.: (979) 733-2604
Facsimile No.: (979) 733-9329

For Technical Matters:

Charles Rogers
(Name)

EMC
(Title)

305 Radio Lane Rm 103
(Mailing Address)
Columbus TX 78934
(City) (State) (Zip Code)

Telephone No.: (979) 733-0184
Facsimile No.: (979) 733-2924

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Responsible Party for submitting Financial Status Reports:

Raymie Kana
(Signature)

Raymie Kana
(Name)

County Auditor
(Title)

318 Spring St. Ste 104
(Mailing Address)

Columbus TX 78934
(City) (State) (Zip Code)

Telephone No.: (979) 732-2791
Facsimile No.: (979) 732-2924

List of Authorized Officials (please print or type):

Amendments:

Ty Prause, County Judge
Raymie Kana, County Auditor
Charles Rogers, EMC

Budget Revisions:

Ty Prause, County Judge
Raymie Kana, County Auditor
Charles Rogers, EMC

5. Invoice Submittal. Invoices must be submitted to the TCEQ Grant Manager.
6. Designated Location for Records Access and Review. Contractor designates the physical location indicated below for record access and review pursuant to any applicable provision of this contract:

318 Spring St., Ste 104

(Physical Location Address Line 1)

(Physical Location Address Line 2)

Columbus, TX 78934

(City), (State) (Zip Code)

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**Attachment A:
Financial Status Report**

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**Texas Commission on Environmental Quality
FINANCIAL STATUS REPORT** (Instructional Use Only)

1. STATE AGENCY ORGANIZATION UNIT TO WHICH REPORT IS SUBMITTED: TCEQ	
2. GRANT/CONTRACT NAME: See page one of your contract	
3. PAYEE IDENTIFICATION NUMBER: See page one of your contract	4. RECIPIENT ORGANIZATION (NAME AND COMPLETE ADDRESS, INCLUDING ZIP CODE): This address must match the address from the AP 152 - Application for Texas Identification Number form that was submitted for this grant.
5. TCEQ CONTRACT NUMBER: See page one of your contract	
6. FINAL REPORT: (Select one) YES NO	
7. ACCOUNTING BASIS: (Select one) CASH ACCRUAL	
8. TOTAL PROJECT/GRANT PERIOD: FROM See page one of your contract TO See page one of your contract	
9. PERIOD COVERED BY THIS REPORT: FROM Report Start Date TO Report End Date	

10. Item Description:	Approved Budget	Project Cost This Report	Cumulative Project Cost	Balance **
List every item from Table 1 in your Scope of Work (even if you have not purchased it yet)	Application Total (\$)	Total amount spent during the reporting period (box 9) (\$)	Total amount spent on the grant to date (\$)	Amount remaining on the line item (Approved Budget minus Cumulative Project Cost)
Total:				

*List (itemize) on the appropriate supplemental form all component expenses comprising the total for each of these categories. Please attach receipts, as required, in accordance with your contract.
 **Negative balances are not allowed. If there is a negative balance a Budget Revision Request must be completed. Negative balances are not justification for a late Financial Status Reports.

11. CERTIFICATION I certify to the best of my knowledge and belief that this report is correct and complete and that all outlays and unliquidated obligations are for the purposes set forth in the award document.

Only personnel authorized to sign for budget documentation may sign:

Signature of Authorized Certifying Official	
Signer name and title	
Typed or Printed Name and Title	
Signers telephone number	The date this document was signed
Telephone (Area code, number and ext.)	Date Submitted

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ITEMIZATION OF ALL COSTS

(Instructional Use Only)

ALL PURCHASES (during this report period)

NUMBER PURCHASED	ITEM DESCRIPTION (Should match description provided for approval)	UNIT COST	TOTAL COST
	All expenditures during the reporting period must be listed here.		
	If there were no expenditures during the reporting period this report can be left blank.		
TOTAL EQUIPMENT EXPENDITURES			\$

*LEGIBLE PURCHASE ORDER AND/OR INVOICES MUST BE ATTACHED TO THIS FORM FOR EACH LISTED ITEM OR EXPENDITURE.

*LEGIBLE PROOFS OF PURCHASE MUST BE ATTACHED FOR ALL LISTED EXPENDITURES. This includes zero-dollar balance invoices, invoices with a "PAID" stamp and payment date written in, or copies of cancelled checks.

*SUBSTANTIATING DOCUMENTATION (time sheets, travel receipts, etc.) MAY BE REQUIRED TO BE ATTACHED TO THIS FORM

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**Texas Commission on Environmental Quality
FINANCIAL STATUS REPORT**

1. STATE AGENCY ORGANIZATION UNIT TO WHICH REPORT IS SUBMITTED: TCEQ				
2. GRANT/CONTRACT TITLE:				
3. PAYEE IDENTIFICATION NUMBER:		4. RECIPIENT ORGANIZATION (NAME AND COMPLETE ADDRESS, INCLUDING ZIP CODE):		
5. TCEQ CONTRACT NUMBER:				
6. FINAL REPORT: YES NO				
7. ACCOUNTING BASIS: CASH ACCRUAL				
8. TOTAL PROJECT/GRANT PERIOD: FROM TO		9. PERIOD COVERED BY THIS REPORT: FROM TO		
10. Item Description:	Approved Budget	Project Cost This Report	Cumulative Project Cost	Balance **
Total:				
<p>*List (itemize) on the appropriate supplemental form all component expenses comprising the total for each of these categories. Please attach invoices and proofs of payment in accordance with your contract.</p> <p>**Negative balances are not allowed. If there is a negative balance a Budget Revision must be completed. Negative balances are not justification for a late financial Status Report.</p>				
11. CERTIFICATION I certify to the best of my knowledge and belief that this report is correct and complete and that all outlays and unliquidated obligations are for the purposes set forth in the award document.				
Signature of Authorized Certifying Official				
Typed or Printed Name and Title				
Telephone (Area code, number and ext.)			Date Submitted	

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**Attachment B:
Budget Revision Request**

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BUDGET REVISION REQUEST FORM			
<p>Purpose: For TCEQ review and approval of recipient organization proposed budget changes to ensure project deliverables are met and fiscal accountability. Prior TCEQ review and approval is required before incurring specific costs which would result in cumulative transfers of 10% or more of total budget.</p> <p>Instructions: Fill in each line item from your grant contract as shown in your Scope of Work. If this document does not have enough room for all the line items, please request a customized form from the Grant Manager.</p>			
1. Recipient Organization (Name & Complete Address Including Zip Code):			
2. Grant/ Contract Title:		3. Payee Identification No.:	
4. TCEQ Contract No.:		5. Total Project/ Grant Period:	
6. Item Description:	7. Approved Budget	8. Change Requested (+ or -)	9. New or Revised Budget
Total:			
Justification (Attach additional sheets, if necessary):			
<p>***Budget Revision Request must contain both the TCEQ Grant Manager and TCEQ Contract Manager signatures to be valid.***</p>			
Signature of Authorized Representative		Type or Printed Name and Title	
Date			
Signature of TCEQ Grant Manager		Type or Printed Name and Title	
Date			
Signature of TCEQ Contract Manager		Type or Printed Name and Title	
Date			

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**Attachment C:
Release of Claims**

(Must be returned with last invoice per General Term and Condition Section 4.4)

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TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Conditional Final Waiver and Release of Claims

Upon receipt and clearance of payment from the Texas Commission on Environmental Quality (TCEQ) in the sum of \$_____, which constitutes final payment to *Colorado County* (hereinafter referred to as "Performing Party"), Performing Party and its successors and assigns, release, discharge and relinquish the TCEQ, its officers, agents, and employees from all claims, known or unknown, arising out of or relating to TCEQ Contract Number 582-19-91782 (Contract).

It is expressly agreed and understood that this conditional FINAL waiver and release of all claims is effective, without any further action of any party, only upon clearance of final payment to Performing Party in the above-mentioned amount. Performing Party warrants that it has completed all activities described in the Contract.

Executed on this _____ day of _____, 20_____.

By: _____

(signature)

(name)

(title)

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Colorado County LEPC

TCEQ Contract 582-19-91782

**Attachment D:
Performing Party's Performing
Evaluation Form**

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MARCH 25, 2019**

Colorado County LEPC

TCEQ Contract 582-19-91782

PERFORMING PARTY'S PERFORMANCE EVALUATION REPORT

<input type="checkbox"/> Final Report (Check only if the Agreement has ended and this is the last Performance Report)	
Contract Name:	
Grantee:	Contract Number:
Performing Party Identification Number:	Date of Last Report:
Contract Start Date:	Contract End Date:

Brief Description of Work / Services (optional):

Performance Category	Ratings				Comments
	Exceeds Expectations Score=3	Satisfactory Performance Score=2	Marginal Performance Score=1	Unsatisfactory Performance Score=0	
<i>Quality & Accuracy</i>					Please provide a narrative description for ratings of one or below (attachments are acceptable.)
<i>Timeliness</i>					
<i>Reports</i>					
<i>Communication</i>					
<i>Other (describe)</i>					
<i>XXX</i>					

Evaluator's Name: _____
(Printed or Typed)

Signature: _____

Division: _____

Section: _____

XXX Requires an attachment describing category and rating description which corresponds.

Note: Please see reverse side for specific definitions for each performance category and an explanation for each score.

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Colorado County LEPC

TCEQ Contract 582-19-91782

PERFORMING PARTY'S PERFORMANCE EVALUATION REPORT - Category Descriptions

PERFORMANCE CATEGORY	EXCEEDS EXPECTATIONS (Score = 3)	SATISFACTORY PERFORMANCE (Score = 2)	MARGINAL PERFORMANCE (Score = 1)	UNSATISFACTORY PERFORMANCE (Score = 0)
1. Quality and Accuracy Quality, sufficiency, and accuracy of contract required work, including contract required notifications, financial reports, invoices, proof of payments and other required documents.	Work product always, with rare exceptions, of excellent quality. Revisions rarely or never required.	Work product of satisfactory quality with only typical errors and omissions, which were corrected upon request.	Work product is acceptable, although many errors and/or omissions had to be corrected prior to product being acceptable.	Work product not acceptable or of very low quality, with many errors and omissions noted. Not all errors and omissions corrected.
2. Timeliness with respect to completing contract required work and/or work related tasks, including work performed by subcontractors	All tasks and contract deliverables on time or ahead of schedule. Quality of work did not suffer as a result of the time line.	Some intermediate task delays, not expected to cause major deadlines to be missed or to require contract extension. Prior approval granted for any other delays.	Some major work performance delays caused (or expected to cause) delivery schedules to be missed.	Required work product not completed on time, due to factors that should have been under contractor's control.
3. Reports Accuracy, adequacy, and timeliness of contract required notifications, financial reports, invoices, proof of payments and other required documents.	All reports accurate and complete, as well as on time. No rewrites or additional information required.	Reports satisfactory with respect to both quality and timeliness. Contractor responded quickly and appropriately to questions or comments raised.	Numerous errors and/or omissions corrected prior to reports being acceptable (or reminders of reports due were required to be sent). Reports not later than 5 working days.	Reports consistently of poor quality and/or late. Contents inadequate to permit interpretation or analysis. Reports more than 5 working days late.
4. Communication Contractor's accessibility, responsiveness, and cooperativeness with respect to any contract related concerns communicated by the TCEQ Grant Manager.	Contractor consistently maintains excellent communication with the TCEQ Grant Manager and is responsive to changes in circumstances or scope of work.	Contractor is usually flexible and responsive to changes in circumstances or scope of work.	Contractor is only intermittently responsive to changes in circumstances or scope of work.	Not flexible to changes in circumstances or scope of work. Not cooperative or accessible.

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Colorado County LEPC

TCEQ Contract 582-19-91782

5. <u>Other</u> DESCRIBE	DESCRIBE	DESCRIBE	DESCRIBE	DESCRIBE

**MINUTES OF THE COLORADO COUNTY
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- 9.** Resolution and Waiver requesting waiver of local match fund participation requirement on Federal Off-System Bridge Program Project for the construction of bridge in Precinct No. 2:

West Sandy Creek on County Road 221, National Bridge Inventory (NBI) Structure No. 13-045-0-AA02-22-001, State Control-Section-Job (CSJ) No. 0913-26-064 in the amount of \$36,960.00. (Kubesch)

Commissioner Kubesch reported due to past rains a bridge in the Osage area, wooden bridge walls are rotten. The estimated cost to replace bridge on CR 205 is \$118,980.00; \$36,960.00 out of the \$118,980.00 will go towards West Sandy Creek on County Road 221 bridge to be replaced in 2023.

Motion by Commissioner Kubesch to approve Resolution and Waiver requesting waiver of local match fund participation requirement on Federal Off-System Bridge Program Project for the construction of bridge in Precinct No. 2; seconded by Commissioner Wessels; 5 ayes 0 nays; motion carried, it was so ordered.

(See Attachment)

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

MARCH 25, 2019



Colorado County, Texas

TY PRAUSE
County Judge

Ph. (979) 732-2604
Fax (979) 732-9389
ty.prause@co.colorado.tx.us
March 25, 2019

P.O. Box 236
400 Spring Street, Rm. 107
Columbus, Texas 78934

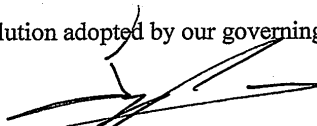
Paul Reitz, P.E.
Yoakum District Engineer
Texas Department of Transportation
403 Huck Street
Yoakum, TX 77995

SUBJECT: Request for Waiver of Local Match Fund Participation Requirement on Federal
Off-System Bridge Program Project
CR 221/West Sandy Creek, 13-045-0-AA02-22-001, 0913-26-064

Dear Mr. Reitz:

Under the provisions of Texas Administrative Code, Title 43, Section 15.55(d), this Local Government requests waiver of the local match fund participation requirement on the above referenced federal off-system bridge program project referred to as the "participation-waived" project. In return for waiver of this participation, it is proposed that our governing body perform, or cause to be performed, an equivalent dollar amount of structural improvement work on other deficient bridge(s) or deficient mainlane cross-drainage structure(s), referred to as "equivalent-match project(s)", within the jurisdiction of our governing body.

A copy of the appropriate required resolution adopted by our governing body is attached.


Ty Prause
Colorado County Judge

Attachment: Resolution

For TxDOT Use Only

_____ Waiver Approved
_____ Waiver Disapproved _____

Paul Reitz, P.E.
Yoakum District Engineer

**MINUTES OF THE COLORADO COUNTY
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RESOLUTION

The State of Texas
County of **Colorado**

WHEREAS, the federal off-system bridge program is administered by the Texas Department of Transportation (the State) to replace or rehabilitate structurally deficient and functionally obsolete (collectively referred to as deficient) bridges located on public roads and streets off the designated state highway system; and

WHEREAS, **Colorado County**, hereinafter referred to as the Local Government owns a bridge located at **West Sandy Creek on County Road 221**, National Bridge Inventory (NBI) Structure Number **13-045-0-AA02-22-001**; and

WHEREAS, a project to remedy the bridge is included in the currently approved program of projects as authorized by Texas Transportation Commission Minute Order Number **115291**, dated **8/30/2018**, State Control-Section-Job (CSJ) Number **0913-26-064**; and

WHEREAS, the usual fund participation ratio for projects on such program is 80 percent federal, 10 percent state and 10 percent Local Government; and

WHEREAS, Texas Administrative Code, Title 43, Section 15.55(d) (43 TAC Section 15.55(d)) provides that under specified conditions the 10 percent Local Government match fund participation requirement may be waived with agreement by the Local Government to perform, or cause to be performed, an equivalent dollar amount of structural improvement work on other deficient bridges or deficient mainlane cross-drainage structures within its jurisdiction, such a project of structural improvement work being referred to as an "equivalent-match project"; and

WHEREAS, the estimated local match fund participation requirement on the approved federal off-system bridge project is **\$36,960.00** (dollars), hereinafter referred to as the "participation-waived" project, such participation requirement the Local Government proposes be waived and in return perform or cause to be performed equivalent-match project structural improvement work.

THEREFORE, BE IT RESOLVED that the Local Government perform, or cause to be performed, the following equivalent-match project(s) in return for waiver of the local match fund participation requirement on the approved federal off-system bridge program (participation-waived) project not yet awarded:

LOCATION (and NBI structure identification number, if applicable)	ON SCHOOL BUS ROUTE?	DESCRIPTION OF STRUCTURAL IMPROVEMENT WORK	ESTIMATED COST
County Road 205 over Draw (0.85 mi W of CR 201)	Yes	Replace Bridge	\$118,980.00

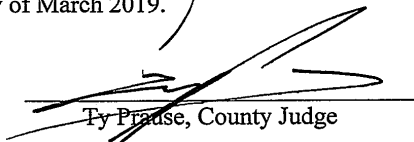
MINUTES OF THE COLORADO COUNTY
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BE IT FURTHER RESOLVED that in receiving this waiver the Local Government acknowledges its obligation to conform with all conditions of 43 TAC Section 15.55(d); such conditions that include but are not restricted to the following:


1. The Local Government must be currently in compliance with load posting and closure regulations as defined in National Bridge Inspection Standards under US Code of Federal Regulations, Title 23, Section 650.303.
2. The equivalent-match project work increases the load capacity of the existing bridge or other mainlane cross-drainage structure, or upgrades the structure to its original load capacity with a minimum upgrade to safely carry school bus loading if located on a school bus route.
3. In performing, or causing to be performed, the equivalent-match project(s), the Local Government assumes all responsibilities for engineering and construction, and complying with all applicable state and federal environmental regulations and permitting requirements for the structures being improved.
4. The work on the proposed equivalent-match project(s) has not begun and will not begin until the local match fund participation waiver approval process has been completed.
5. The Local Government will be allowed three years after the contract award of the participation-waived project to complete the structural improvement work on the equivalent-match project(s).
6. Should this waiver request be approved, an appropriate written agreement or amendment to a previously executed agreement will be executed between the State and Local Government.

Approved this the 25th day of March 2019.

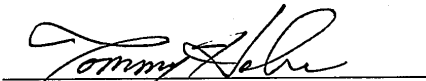


Ty Pradse, County Judge

County Commissioners



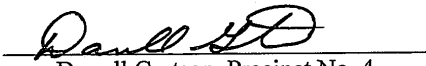
Doug Wessels, Precinct No. 1



Tommy Hahn, Precinct No. 3



Darrell Kubesch, Precinct No. 2



Darrell Gertson, Precinct No. 4

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING**

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- _10. Renew Direct Agreement for Medical Services between Columbus Community Hospital and Colorado County to provide medical services to the county's indigent enrollees using Colorado County's Indigent Healthcare rates. (Prause)

Judge Prause informed that there is an attachment added using Colorado County's Indigent Healthcare rates, which is attached to the same agreement that the County has had in the past.

Motion by Commissioner Wessel to approve to Renew Direct Agreement for Medical Services between Columbus Community Hospital and Colorado County to provide medical services to the county's indigent enrollees using Colorado County's Indigent Healthcare rates; seconded by Commissioner Gertson; 5 ayes 0 nays; motion carried, it was so ordered.

(See Attachment)

MINUTES OF THE COLORADO COUNTY
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MARCH 25, 2019



Colorado County, Texas

TY PRAUSE
County Judge

Ph. (979) 732-2604
Fax (979) 732-9389
ty.prause@co.colorado.tx.us

P.O. Box 236
400 Spring Street, Rm. 107
Columbus, Texas 78934

March 25, 2019

Ms. Nelda Bardin
Administrative Assistant
Columbus Community Hospital
110 Shult Drive
Columbus, Texas 78934

Re: Medical services provided to Colorado County Indigent Enrollees

Dear Nelda:

Enclosed are two originals of the Direct Agreement for Medical Services between Columbus Community Hospital and Colorado County. Once Mr. Vanek has signed the Agreement, please return one original to our office and retain one for your records.

Sincerely,

A handwritten signature in black ink, appearing to read "Ty Prause", is written over a horizontal line.

Ty Prause
Colorado County Judge

TP:sam
Enclosures

**MINUTES OF THE COLORADO COUNTY
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DIRECT AGREEMENT FOR MEDICAL SERVICES

This Direct Agreement for Medical Services ("Agreement") effective as of March 25, 2019 by and between Columbus Community Hospital ("Hospital"), a corporation duly organized under the laws of the State of Texas and Colorado County, Texas ("Colorado County").

RECITALS

WHEREAS, Colorado County offers indigent care medical coverage for qualified beneficiaries ("Enrollees");

WHEREAS, Hospital (and its contracted employees) are in the business of providing various medical services in the geographic area in which Enrollees reside; and

WHEREAS, Hospital has legal authority to enter into this Agreement; and

WHEREAS, Hospital, and not Colorado County is entirely responsible for the quality and outcome of medical services provided to the Enrollee; and

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, Colorado County and Hospital hereby agree as follows:

I. PROVISION OF SERVICES

- A. During the term of this Agreement, Hospital agrees to provide medical services to Colorado County Indigent Enrollees within the scope of Hospital's licensing, based on the Enrollee's medical needs. Hospital shall comply with all federal, state and local laws, statutes, ordinances, and orders and regulations applicable to the provision of medical services.
- B. Hospital shall maintain a uniform medical record system with respect to services provided to Enrollees in accordance with state and federal standards, shall maintain the confidentiality of such medical records, and shall permit the inspection by Colorado County authorized representative of such records and information relating to services provided under this Agreement. Hospital shall also provide, without additional charge, medical records requested by Colorado County authorized representative, if needed to accurately process claims.

II. COMPENSATION FOR SERVICES

- A. Reimbursement for services will be at current Medicaid rates.
- B. Hospital shall submit all claims for payment for Covered Services directly to Colorado County no later than six (6) months following either: (a) the date of the Enrollee's discharge from the hospital for a claim involving inpatient services or (b) the date on which outpatient services were provided to the Enrollee.

**MINUTES OF THE COLORADO COUNTY
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- C. Colorado County will calculate the agreed upon fees using Indigent Healthcare Solutions Program which utilizes rates downloaded by HHSC (Medicaid) and shall reimburse Hospital according to the language and intent of Colorado County's Indigent Health Care Plan.
- D. If payment to Hospital for Covered Services has been made in error or an overpayment has been made based on incorrect, missing, or false information, Hospital agrees to return all monies pertaining to such payments in full to Colorado County upon Hospital's receipt of written notification from Colorado County. Such notification shall include a description of the payment error or overpayment, as well as all information necessary to substantiate and support Colorado County's right to recover those monies paid in error or overpaid to Hospital. Hospital shall return all such monies to Colorado County within thirty (30) days of Hospital's receipt of the written notification.

III. SERVICES TO BE PROVIDED BY COLORADO COUNTY

Colorado County shall provide each Enrollee with an authorization sheet that provides necessary information including, but not limited to telephone number for Hospital's use in verifying Enrollee eligibility and benefits and claim submission address.

IV. MISCELLANEOUS

- A. The relationship between Hospital and Colorado County under this Agreement shall be that of Hospital and purchaser, respectively, of medical services. Each party hereto is and shall continue to be an independent entity, and neither party is or shall be deemed the agent or representative of the other. Neither Hospital nor Colorado County shall have any express or implied rights or authority to assume or create any obligation or responsibility on behalf of the other party.
- B. Both parties recognize and acknowledge the proprietary nature of information and materials made available and disclosed by both parties in performance of this Agreement. By this Agreement, both parties expressly represent, warrant, covenant, promise and agree not to disclose to any other person, entity or party not related to either party, any of the proprietary information provided, disclosed or made available to either party pertaining to the operations and business of either party, without the written authorization of the other party. Both parties will comply fully with all HIPAA privacy laws.

V. TERM

The initial term of this Agreement shall be for one (1) year from the date hereof, and thereafter shall renew automatically unless either party gives notice to the other at least sixty (60) days before the end of the respective term; however, this Agreement may be terminated at any time on sixty (60) days written notice by either party without cause. Either party may request in writing renegotiation of the payment terms at least sixty (60) days prior to each anniversary of the effective date of the Agreement. Notwithstanding the

**MINUTES OF THE COLORADO COUNTY
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foregoing, either Hospital, or Colorado County may terminate this Agreement at any time upon a breach by the other party of a material term of this Agreement.

VI. AMENDMENT

This Agreement may be amended from time to time as mutually agreed to by the parties, but no such amendment shall be effective unless reduced to writing and signed by an officer of each party.

VII. ASSIGNMENT

Neither party may assign or transfer any rights or obligations of such party without the written consent of the other party.

VIII. NOTICE

Any notice required under the terms of this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, postage prepaid, addressed to the other party at its last known address.

IX. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties and supersedes all prior agreements, either oral or in writing, with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of date written above.

COLORADO COUNTY, TEXAS

COLUMBUS COMMUNITY HOSPITAL

By:  _____

By: _____

Printed Name: Ty Prause

Printed Name: _____

Title: County Judge

Title: _____

Date Executed: March 25, 2019

Date Executed: _____

**MINUTES OF THE COLORADO COUNTY
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MARCH 25, 2019

_11. Lease Agreement with Xerox for nine copiers at various county offices. (Kana)

Raymie Kana, County Auditor reported the agreement will cost \$35.00 more a month than what we pay now, and the monthly payment will be \$1,627.77 for all (9) machines. If approved the changes will take place April 1st.

Motion by Judge Prause to approve Lease Agreement with Xerox for nine copiers at various county offices; seconded by Commissioner Hahn; 5 ayes 0 nays; motion carried, it was so ordered.

(See Attachment)

**MINUTES OF THE COLORADO COUNTY
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Xerox Financial Services LLC
45 Glover Avenue
Norwalk, CT 06856

**COST PER COPY AGREEMENT
Fixed Purchase Option
(State and Local Governmental Transactions Only)**



Dealer		Lease Agreement Number				
CUSTOMER INFORMATION						
Full Legal Name County of Colorado, Texas		DBA				
Billing Address 400 Spring Street 318 Spring St. Ste 104		City Columbus	State ZIP Code Texas 78934			
Phone 979-732-2791	Contact Name Raymie Kana	Contact Email raymie.kana@co.colorado.tx.us	Customer PO# (Optional)			
EQUIPMENT						
Qty	Equipment Description	Qty	Equipment Description			
8	Xerox VersaLink B7035					
1	Xerox AltaLink C8045					
Equipment Location (if different from Billing Address)						
TERM AND PAYMENT	PURCHASE OPTION	IMAGE TYPE	IMAGES INCLUDED	EXCESS CHARGE	PRINTS INCLUDED	EXCESS CHARGE
Monthly Lease Payment 1,677.77 plus applicable taxes	Fixed Purchase Option: \$1	B&W	19,000	.0085		
		Color	3,500	.055		
Term in months: 60		Everyday Color			N/A	N/A
					N/A	N/A
					N/A	N/A
CUSTOMER ACCEPTANCE						
BY YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT YOU ARE ENTERING INTO A NON-CANCELLABLE LEASE AND THAT YOU HAVE READ AND AGREE TO ALL APPLICABLE TERMS AND CONDITIONS SET FORTH ON PAGES 1 AND 2 OF THIS LEASE.						
Authorized Signer X	Date 3-25-19	Federal Tax ID # (Required) 74-6000544				
Print Name Ty Prause	Title (Indicate President, Partner, Proprietor, etc.) County Judge					
LESSOR ACCEPTANCE						
Accepted By: Xerox Financial Services LLC	Name and Title	Date				

TERMS & CONDITIONS

- Definitions.** The words "you" and "your" mean the legal entity identified in "Customer Information" above, and "we," "us" and "our" means Xerox Financial Services LLC. "Party" means you or us, and "Parties" means both you and us. "Dealer" means the entity identified in "Dealer Name" above. "UCC" means the Uniform Commercial Code of the State of Connecticut (C.G.S.A. §542a-1-101 et seq.). "Equipment" means the items identified in "Equipment" above and in any attached Equipment Schedule. "Lease" means this Cost Per Copy Agreement, including any attached Equipment Schedule. "Excess Charges" means the applicable excess copies and/or prints charges. "Lease Payment" means the Monthly Lease Payment specified above, which includes the fixed component of maintenance charges and any included Images payable to Dealer, the Excess Charges (unless otherwise agreed by you, Dealer and us), and other charges you, Dealer and we agree will be invoiced by us on a monthly basis, plus Taxes. "Inception Date" means (a) the date the Dealer determines Equipment installed by the Dealer is operating satisfactorily and is available for your use, or (b) the date Equipment identified by the Dealer as being installable by you is delivered to your premises.
- Lease, Payments and Late Payments.** You agree and represent all Equipment was selected by you based upon your own judgment and has been, or is being, supplied by the Dealer. We have acquired, or will acquire, the same to lease to you under this Lease and you agree to lease the same from us. You agree to pay us each Lease Payment and all other amounts that become due and payable under this Lease. The first Lease Payment is due twenty (20) days after the invoice date on that invoice and each subsequent Lease Payment is due on the same date each month thereafter, whether or not we invoice you. Payment of other amounts payable under this Lease, which may include charges you, Dealer and we agree will be invoiced by us, is due twenty (20) days after the invoice date therefor. If any payment is not paid in full by sixty (60) days after its due date, you will pay a late charge in accordance with the laws of the state of Texas not to exceed the maximum amount permitted by law. For each dishonored or returned payment instrument, you will be assessed the applicable returned item fee, which shall not exceed \$35. Restrictive covenants on any payment instrument will not reduce your obligations or affect our rights.
- Equipment and Software.** Equipment may contain or have software delivered with it. You agree that as to software only that (a) you will execute a separate license agreement with the Dealer or a third party for such software, and (b) we have no responsibility whatsoever for any such software or license agreement under this Lease. You agree the Equipment (including software) is for your business use in the United States (including its possessions and territories), will not be used for personal, household or family purposes and is not being acquired for resale. You will not attach the Equipment as a fixture to real estate or make any permanent alterations to it.
- Non-Cancellable Lease.** THIS LEASE CANNOT BE CANCELLED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED HEREIN. YOUR OBLIGATION TO MAKE ALL LEASE PAYMENTS, AND TO PAY ALL OTHER AMOUNTS DUE OR TO BECOME DUE, IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOVERY FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF THE PERFORMANCE OF DEALER, ANY THIRD PARTY OR US.
- Lease Term.** The Initial Lease Term, which is indicated above or identified in any attached Equipment Schedule, commences on the Inception Date. If, during the Initial Lease Term, you enter into a new lease for upgraded or replacement equipment that incorporates the remaining payments under this Lease and the new lease is subsequently terminated, we may reinstate this Lease.
- Payment of Fixed Purchase Amount.** At the end of the Initial Lease Term, provided that you are not in default hereunder and amounts due under this Lease have been paid in full, you have the option to purchase the Equipment for one-dollar (\$1.00).

MINUTES OF THE COLORADO COUNTY
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7. Equipment Delivery and Maintenance. Equipment (including software) will be delivered to you by the Dealer at the location specified above or in an Equipment Schedule. Equipment (including software) may not be moved to another location without first obtaining our written consent. You shall permit us to inspect Equipment and any maintenance records relating thereto during your normal business hours. Dealer has agreed to provide full service maintenance during normal business hours, including all tone, developer and parts necessary to produce images and or prints. You must purchase copier paper separately. YOU ACKNOWLEDGE THAT WE ARE NOT RESPONSIBLE FOR ANY SUCH SERVICE, REPAIR OR MAINTENANCE OF THE EQUIPMENT, THAT WE ARE NOT A PARTY TO ANY SERVICE MAINTENANCE AGREEMENT THAT YOU MAY HAVE ENTERED INTO WITH THE DEALER, AND THAT PAYMENTS HEREUNDER MUST CONTINUE UNABATED, AS PER SECTION 4 HEREOF, REGARDLESS OF DEALER'S PERFORMANCE. You agree to pay for service maintenance outside of Dealer's normal business hours for service required as a result of your negligence or misuse of the Equipment at Dealer's customary rates. You understand we are only acting as administrator for the Dealer with respect to the billing and collecting of the maintenance charges, including Images if applicable, and Excess Charges included in the Lease Payments. In no event will we be liable to you for any breach by the Dealer of any of its obligations to you.

8. Equipment Ownership, Labeling and UCC Filing. Title to, and ownership of, the Equipment passes to you upon delivery thereof and you grant us a first priority security interest in the Equipment (including software) and all proceeds thereof in order to secure your performance of this Lease. You agree to keep the Equipment (including software) free from any liens or encumbrances and to notify us if there is a change in the jurisdiction of your organization. We may label the Equipment to identify our interest in it. You authorize us to file by any permissible means a UCC financing statement to show, and to do all other acts to protect, our interest in the Equipment.

9. Assignment. YOU MAY NOT ASSIGN, SELL, PLEDGE, TRANSFER, SUBLET OR PART WITH POSSESSION OF THE EQUIPMENT (INCLUDING SOFTWARE), THIS LEASE OR ANY OF YOUR RIGHTS OR OBLIGATIONS UNDER THIS LEASE (COLLECTIVELY "ASSIGNMENT") WITHOUT OUR PRIOR WRITTEN CONSENT. If we agree to an Assignment, you agree to pay the applicable assignment fee and reimburse us for any costs we incur in connection with that Assignment. We may sell, assign or transfer all or any part of the Equipment, this Lease and/or any of our rights or obligations under this Lease. Our assignee will have the same rights and obligations that we have to the extent assigned and you agree not to assert against such assignee any claims, defenses, counterclaims, recoupments, or set-offs that you may have against us. You agree and acknowledge that any Assignment by us will not materially change your obligations under this Lease.

10. Taxes. You will be responsible for, indemnify and hold us harmless from, all applicable taxes, fees or charges (including sales, use, personal property and transfer taxes (other than net income taxes), plus interest and penalties) assessed by any governmental entity on the Equipment (including software), this Lease or the amounts payable under this Lease (collectively, "Taxes"), which will be included in our invoice to you unless you timely provide proof of your tax exempt status. If Equipment (including software) is delivered to a jurisdiction where certain taxes are calculated and paid at the time of lease initiation, you authorize us to finance and adjust your Lease Payment to include such Taxes over the Initial Lease Term unless you require otherwise. In all taxing jurisdictions except CT, CO and OR, you shall file and pay all personal property taxes on the Equipment. In any taxing jurisdiction located within CT, CO or OR, we shall file, bill and collect from your account all personal property taxes on the Equipment.

11. Liability. WE ARE NOT RESPONSIBLE FOR ANY LOSSES, DAMAGES OR INJURIES OF ANY KIND OR TYPE, INCLUDING, BUT NOT LIMITED TO, ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, TO YOU OR ANY THIRD PARTY CAUSED BY THE EQUIPMENT (INCLUDING SOFTWARE) OR ITS USE, WHETHER ARISING FROM TORTIOUS CONDUCT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER LEGAL OR EQUITABLE THEORY. You agree to reimburse us for, and to defend, indemnify and hold us harmless on an after-tax basis against, any costs, expenses, damages, fines, settlements, claims or liability arising out of or relating to this Lease or the Equipment (including software) or its use, including reasonable attorneys' fees and disbursements. This does not affect any liability from the Dealer or manufacturer of the Equipment and software.

12. Equipment Warranty Information and Disclaimers. WITH RESPECT TO EQUIPMENT (INCLUDING SOFTWARE), WE DISCLAIM, AND YOU WAIVE, ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE, AND WE MAKE NO REPRESENTATIONS OF ANY KIND OR TYPE, INCLUDING, BUT NOT LIMITED TO, ITS SUITABILITY, FUNCTIONALITY, DURABILITY, OR CONDITION. We hereby assign to you any warranty rights we have against any Dealer or manufacturer with respect to the Equipment and, if the Equipment is returned to us, such rights are deemed reassigned by you to us.

13. Default and Remedies. You will be in default under this Lease if (1) we do not receive any payment within ten (10) days after the date it is due, or (2) you breach any other obligation in this Lease or any other agreement with us. If you default, we may, in addition to other remedies (including having the Dealer cease performing Equipment maintenance), require you to promptly return the Equipment (including software) to a location we specify, at your expense, and require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of: (a) all amounts then due, plus interest from the due date until paid at the rate that will be in accordance to the laws of the State of Texas covering state agencies and the applicable codes covering political subdivisions; (b) the Lease Payments remaining in the Initial Lease Term (less the fixed maintenance component thereof as reflected on our books and records), discounted at four percent (4%) per annum, and (c) Taxes. If you do not return the Equipment as required above, you agree to pay us the then determined fair market value thereof as of the end of the Initial Lease Term, discounted at four percent (4%) per annum. You agree to pay all reasonable costs, including attorneys' fees and disbursements, incurred by us to enforce this Lease.

14. Risk of Loss and Insurance. You assume and agree to bear the entire risk of loss, theft, destruction or other impairment of the Equipment (including software) upon delivery. You shall, at your expense, (a) keep the Equipment insured against loss or damage for a minimum of its full replacement value under a comprehensive policy of insurance or other equipment replacement coverage with an insurance carrier of your choice, which coverage and carrier is satisfactory to us, (b) provide proof of insurance satisfactory to us within thirty (30) days after you execute this Lease. Insurance proceeds received shall be applied, at our option, to (x) restore the Equipment so that it is in the same condition as when delivered to you (normal wear and tear excepted), or (y) pay us (i) the Lease Payments remaining in the Initial Lease Term and the Equipment's then determined fair market value as of the end of the Initial Lease Term, both discounted at four percent (4%) per annum, and (ii) Taxes. No loss or damage to Equipment (including software), or our receipt of insurance proceeds, shall relieve you of any of your obligations under this Lease. No insurance coverage for the Equipment, or the loss of the Equipment, is provided under this Lease.

15. Customer Purchase Order. If a purchase order or other document is issued by you, none of its terms and conditions shall have any force or effect as the terms and conditions of this Lease exclusively govern the transaction documented herein. Our failure to object to terms contained in any communication from you will not be a waiver or modification of the terms of this Lease.

16. Finance Lease and Customer Waivers. If this Lease is not characterized as a secured transaction, you and we agree this Lease is a "finance lease" governed by UCC Article 2A. To the extent you are permitted by law, you waive any rights you now or later may have under any statute or otherwise which require us to sell, lease or otherwise use any Equipment to reduce our damages including our realization of the remaining value of the Equipment, or which may otherwise limit or modify any of our rights or remedies.

17. Authorization of Signer and Credit Review. You represent that you may lawfully enter into, and perform, this Lease, that the individual signing this Lease on your behalf has all necessary authority to do so, and that all financial information you provide completely and accurately represents your financial condition. By having your authorized representative sign this Lease, you agree to furnish financial information that we may request now and in the future, including your tax identification number, and you authorize us to obtain credit reports on you now and in the future.

18. Original Document. YOU AGREE THAT AN EXECUTED COPY OF THIS LEASE THAT IS SIGNED BY YOUR REPRESENTATIVE AND BY OUR REPRESENTATIVE (AN ORIGINAL MANUAL SIGNATURE OR SUCH SIGNATURE REPRODUCED BY MEANS OF A RELIABLE ELECTRONIC FORM, SUCH AS ELECTRONIC TRANSMISSION OF A FACSIMILE OR ELECTRONIC SIGNATURE) SHALL BE MARKED "ORIGINAL" BY US AND SHALL CONSTITUTE THE ONLY ORIGINAL DOCUMENT FOR ALL PURPOSES. ALL OTHER COPIES SHALL BE DUPLICATES. TO THE EXTENT THIS LEASE CONSTITUTES CHATTEL PAPER (AS DEFINED IN THE UCC), NO SECURITY INTEREST IN THIS LEASE MAY BE CREATED EXCEPT BY THE POSSESSION OR TRANSFER OF THE COPY MARKED "ORIGINAL" BY US. THIS LEASE MAY NOT BE AMENDED OR SUPPLEMENTED EXCEPT IN A WRITTEN AGREEMENT SIGNED BY AUTHORIZED REPRESENTATIVES OF THE PARTIES AND NO PROVISIONS CAN BE WAIVED EXCEPT IN A WRITING SIGNED BY US.

19. Jurisdiction, Venue and JURY TRIAL WAIVER. THIS LEASE IS GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS (WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD OTHERWISE REQUIRE APPLICATION OF LAWS OF ANOTHER JURISDICTION). THE JURISDICTION AND VENUE OF ANY ACTION TO ENFORCE THIS LEASE, OR OTHERWISE RELATING TO THIS LEASE, SHALL BE IN A FEDERAL OR STATE COURT WHERE THE EQUIPMENT IS LOCATED, AND YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS. YOU AND WE HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATED TO OR ARISING OUT OF THIS LEASE.

20. Miscellaneous. Your obligations under the "Taxes" and "Liability" Sections commence upon execution, and survive the expiration or earlier termination, of this Lease. This Lease constitutes the entire agreement between the Parties as to the subjects addressed herein, and representations or statements not included herein are not part of this Lease and are not binding on the Parties. Notices under this Lease must be in writing. Notices to you will be sent to the "Billing Address" provided above and notices to us shall be sent to our address provided above. Notices will be deemed given five (5) days after mailing by first class mail or two (2) days after sending by nationally recognized overnight courier. Invoices are not considered notices and are not governed by the terms hereof pertaining to notices. You authorize us to communicate with you by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address you provide to us. If a court finds any term of this Lease unenforceable, the remaining terms will remain in effect. The failure by either Party to exercise any right or remedy will not constitute a waiver of such right or remedy. The following four sentences control over every other part of this Lease. Both Parties will comply with applicable laws. We will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Lease that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable under this Lease to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally owed under this Lease or refunded to you. Further, you authorize us to make non-financial additions and/or modifications to this Lease in order to correct or complete same, including but not limited to lease number, serial numbers and signor titles.

21. Non-Appropriation. This Section is applicable only if the inclusion of a non-appropriation provision is legally required. Your obligation to pay the Lease Payments and any other amounts due is contingent upon approval of the appropriation of funds by your governing body. In the event funds are not appropriated for any fiscal period equal to amounts due under the Lease, and you have no other funds legally available to be allocated to the payment of your obligations under this Lease, you may terminate the Lease effective on the first day of such fiscal period ("Termination Date") if: (a) you have used due diligence to exhaust all funds legally available; and (b) we have received written notice from you at least thirty (30) days before the Termination Date. At our request, you shall promptly provide supplemental documentation as to such non-appropriation. Upon the occurrence of such non-appropriation, you shall not be obligated for payment of any Lease Payment for any fiscal period for which funds have not been so appropriated, and you shall promptly deliver the Equipment to the Dealer (or such other party as we may designate). If you terminate a Lease pursuant to this Section, unless the following would affect the validity and/or enforceability of this Lease, for a period of three hundred sixty (360) days from the Termination Date, you will not purchase, lease, rent, seek appropriations for, or otherwise obtain a system serving the same function as the Equipment, and such an obligation will survive termination of this Lease.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MARCH 25, 2019**

3/25/2019

Sales Order - 00117009



SALES ORDER

Austin 512-836-2100 • Houston 713-329-9909
Bryan/College Station 979-774-2200 • Laredo 956-724-8188
Corpus Christi 361-289-0900 • San Antonio 210-405-8200
Harlingen 956-425-3010 • El Paso 915-595-2250 • Waco 254-741-1458

Page: 1 of 2

00117009

SHIP TO	BILL TO
Customer Name COUNTY OF COLORADO	Customer Name COUNTY OF COLORADO
Address 318 SPRING ST STE 104 Columbus TX78934	Address 318 SPRING ST STE 104 Columbus TX78934
Point of Contact DHU-Natasha Kocian natasha.kocian@co.colorado.tx.us Coordinator	Contact Phone Number Phone: 979-732-8203x227

Order Date/Cust PO#: 3/15/2019 /	Rep: Kathy Cernosek	Meter Read:	Install Date:	Pickup Date:
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<input type="checkbox"/> IT INSTALL	<input type="checkbox"/> ON-SITE IT
<input type="checkbox"/> SURVEY	<input type="checkbox"/> STAIRS
<input type="checkbox"/> IN-HOUSE DEMO	<input type="checkbox"/> ELECTRICAL

<input type="checkbox"/> LEASE RETURN	<input type="checkbox"/> NATIONAL ACCOUNT/RETURN
<input type="checkbox"/> SHIP IN	<input type="checkbox"/> TRADE-IN
<input type="checkbox"/> EXCHANGE	<input type="checkbox"/> LOANER
<input type="checkbox"/> RENTAL RETURN	<input type="checkbox"/> DEALER SPLIT

Shaded Areas for In-House Use Only

N - New, R - Refurbished

EQUIPMENT AND ACCESSORIES (See Equipment List for Complete Breakdown of Models and Accessories)

Qty	Product Number/Model/Description	N/R	Serial No.	Equipment ID.	Meter	Price
1	B7035H2 with Postscript and Integrated Finisher- Cooperative					Incl.
1	B7035H2 with Postscript and Integrated Finisher- Cooperative					Incl.
7	Professional Services 1 Hour Block					Incl.
1	Workplace Cloud for County of Colorado 9 units 0 Readers 60 months - See Quote					Incl.
1	B7035H2 with Postscript and Integrated Finisher- Cooperative					Incl.
1	B7035H2 with Postscript and Integrated Finisher- Cooperative					Incl.
1	B7035H2 with Postscript and Integrated Finisher- Cooperative					Incl.
1	B7035H2 with Postscript and Integrated Finisher- Cooperative					Incl.
1	B7035H2 with Postscript and Integrated Finisher- Cooperative					Incl.
1	C8045H2 with BR Booklet Finisher- Cooperative					Incl.
1	B7035H2 with Postscript and Integrated Finisher- Cooperative					Incl.
1	B7035H2 with Postscript and Integrated Finisher- Cooperative					Incl.

Comments:						
Customer Acceptance		Date: 3-25-19	Credit Approval	Date	Sub-Total Sales Tax	N/A
Account Manager		Date	Manager Approval		TOTAL	N/A

By signing this Sales Order, you agree that you have read, and agree to be bound by, the Additional Terms & Conditions set forth on the reverse side.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MARCH 25, 2019**

3/25/2019

Sales Order - 00117009

SALES ORDER - ADDITIONAL TERMS AND CONDITIONS

1. **Equipment.** Dahill ("Seller") agrees to sell, and Buyer agrees to buy, the equipment ("Equipment") set forth on the first page of this Sales Order. This Sales Order (the "Agreement") shall become binding only after it is signed by Seller at its home office. This Agreement is written in plain English. Every attempt has been made to eliminate confusing language and create a simple, easy-to-read document.
2. **Transfer of Title.** If this is a cash transaction, title shall pass to you when the cash transaction is paid in full. If the sale is funded by a finance lease transaction, title shall pass to the leasing company when the sale's transaction is funded. Buyer acknowledges that until such time that this transaction is paid in full, Seller continues to own the Equipment and hereby grants, to the extent necessary for Seller to protect its ownership interest, a security interest in (a) the Equipment (to the extent of your interests in the Equipment), (b) anything attached or added to the Equipment at any time, (c) any money or property from the sale of the Equipment, and (d) any money received (and an assignment to receive money), from an insurance claim if the Equipment is lost or damaged. You agree that the security interest will not be affected if this Agreement is modified in any way. You hereby irrevocably appoint Seller (or Seller's agents) as your true and lawful attorney in fact to affix your signature to any UCC financing statements prepared and filed by, or on behalf of Seller and Buyer authorizes Seller (or Seller's agents) to file at any time and from time to time all appropriate or desirable financing statements, amendments and continuation statements which shall have the same force and effect as if you had signed such financing statements. Upon Seller's request, Buyer agrees to sign the financing statements in order for Seller to publicly record its security interest. This Agreement, or a copy of it, shall be sufficient to operate as a financing statement and it may be filed as such in any jurisdiction in order to perfect Seller's security interest. Upon Seller's request, Buyer agrees to promptly provide Seller with all information necessary to enable Seller to perfect such filing.
3. **Statement of Work.** This "Statement of Work" defines the scope of the services to be provided in the delivery and installation of the Equipment. Seller agrees to perform the following work: (a) remotely install print drivers on up to 5 desktop PCs or a Print Server for the device(s) purchased by the Buyer; and (b) set-up of up to 5 PC&E™s to scan via FTP or SMB or via e-mail if an on-site exchange server is available. Seller is not responsible for the following work: (a) making changes to Buyer's network environment, server operation, or e-mail server; (b) making changes to any server or desktop applications like firewalls or anti-virus software; (c) making any changes not approved by Buyer's external or internal IT department; and (d) installation of any software that is not included with the MFP or printer being installed.
4. **Binding Agreement.** This is a binding agreement and it is non-cancellable. This Agreement is a final sale, and not a sale on approval or on a trial basis. You agree that your obligation to pay Seller under this Agreement is unconditional and independent of (a) approval or disapproval of financing to fund this transaction, (b) any other agreements Buyer has with Seller, and (c) any other agreements Buyer has with anyone else.
5. **Delivery Delays.** Seller shall not be liable for failure to deliver or for delays occasioned by causes beyond Seller's control, including but not limited to, strikes, non-delivery or delays by shippers, carriers, or others, or by accidents, acts of government, or terrorist related acts.
6. **No Warranties.** Other than the obligations set forth herein and any manufacturer warranties that may apply, SELLER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. SUBJECT TO ANY MANUFACTURER WARRANTY THAT MAY EXIST, THE EQUIPMENT IS PURCHASED "AS-IS."
7. **Limitations of Liability.** SELLER SHALL NOT BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING FROM, OR RELATED TO, THIS AGREEMENT. BUYER ACKNOWLEDGES AND AGREES THAT IN ENTERING INTO THIS AGREEMENT BUYER DID NOT RELY ON ANY WRITTEN OR ORAL COMMUNICATIONS, REPRESENTATIONS, OR GUARANTEES (INCLUDING BUT NOT LIMITED TO BROCHURES OR PROPOSALS) NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. IN MAKING BUYER'S DECISION TO ENTER INTO THIS AGREEMENT, BUYER AGREES AND REPRESENTS THAT BUYER RELIED ONLY ON BUYER'S OWN INVESTIGATION REGARDING THIS AGREEMENT'S SUBJECT MATTER AND THE INFORMATION CONTAINED HEREIN.
8. **Indemnity.** Until such time that this transaction is paid in full, Buyer agrees to indemnify, defend and hold Seller harmless from any and all claims, demands, activities, suits, allegations, actions, or causes of action arising from or incident, whether directly or indirectly, to any misconduct, negligence, representation, or omission on the part of Seller, or anyone acting on Seller's behalf, in the conduct of its/their duties or any conduct outside the scope of its/their duties which may give rise to liability or potential liability on Seller, its subsidiaries, affiliates, directors, officers, agents, representatives, attorneys, employees, successors or assigns.
9. **Applicable Law; Venue; Jury Waiver.** This Agreement shall be deemed fully executed, performed, governed, and construed in, and under the laws of, the State of Texas. You agree that performance of your payment obligation under this Agreement shall be in San Antonio, Texas. BUYER AND SALE HEREBY WAIVE OUR RIGHT TO A TRIAL BY JURY.
10. **Severability.** If any provision of this Agreement is held unenforceable then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.
11. **Merger; Integration.** This Agreement, once accepted by Seller, contains the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements, representations, and understandings with respect thereto. This agreement may only be modified by a written document duly exercised by the parties.
12. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.
13. **End Agreement.**

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MARCH 25, 2019**

Managed Document Services Agreement
Shaded areas for in-house use only



Order Date:		Contract No:		Customer No:		Effective Date:		SK Trans #					
Service Location: <input checked="" type="checkbox"/> Multiple Locations (use Location Schedule)						Bill To:							
Name: County of Colorado, Texas						Name: County of Colorado, Texas							
Address: 400 Spring Street 318 Spring St., Ste 104						Address: 318 Spring Street, Suite 104							
City/State/Zip/County Columbus, Texas 78934						City/State/Zip/County Columbus, Texas 78934							
Contact: Raymie Kana		Phone: 979-732-2791		Contact: Raymie Kana		Phone: 979-732-2791							
Hours of Operation: 8-5		Email address: raymie.kana@co.colorado.tx.us		Email address: raymie.kana@co.colorado.tx.us									
See corresponding schedule(s) for included equipment													
SPECIAL INSTRUCTIONS:													
HCDE / Choice Partners Contract 13/051DG - Includes staples. — Please cancel existing maintenance contracts - CN28652-01, CN28741-01 and CN29167-01.													
PROGRAM: Includes all service and supplies; paper and staples are excluded.													
One Rate Pools													
Office A3 (OA3)		Included Pages _____		Overage _____		Office A4 (OA4)		Included Pages _____		Overage _____			
						Desktop (DSK)		Included Pages _____		Overage _____			
Unlimited Program (A3/A4)						Other							
Unlimited B&W (UBW)						# of Units _____							
Production Pools													
Color (PC)		B&W Allowance _____		Overage _____		B&W (PBW)		Allowance _____		Overage _____			
		Color Allowance _____		Overage _____		Specialty Finishing (SF)		_____		_____			
Volume Based (VB)		<input checked="" type="checkbox"/> MFP		B&W Allowance 19,000		Overage .0085		Color Allowance 3,500		Overage .055			
		<input type="checkbox"/> MPS		B&W Allowance _____		Overage _____		Color Allowance _____		Overage _____			
		<input type="checkbox"/> OOG		<input type="checkbox"/> PPO		B&W Allowance _____		Overage _____		Color Allowance _____		Overage _____	
PROGRAM MONTHLY BASE:													
Term: _____		Monthly Service Rate: _____		<input type="checkbox"/> Included in Lease Agreement		<input type="checkbox"/> Billable Monthly \$ _____							
APPROVALS: By signing below, you accept all terms and conditions of the contract, listed above and on reverse of agreement.													
Customer Signature: _____				Account Manager: _____				Date: _____					
Title: _____				Date: 3-25-19				Credit Approval Signature: _____		Date: _____			
Dahill Acceptance: _____				Title: _____				Date: _____					

DEVICE SCHEDULE

Location #	Location Description	Pool	Model	Serial/ID#*

*If available

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MARCH 25, 2019**

MANAGED DOCUMENT SERVICES AGREEMENT - TERMS AND CONDITIONS

In this agreement, the words "you" and "your" refer to the Customer. The words "we," "our" or "us" refer to Dahil. The word "parties" refer to you and us. The word "Agreement" refers to this Agreement. The word "Supplier" refers to the seller of the Equipment. The word "Equipment" refers to the Equipment identified above or in Exhibit A and which is covered by this Agreement. The word "Lease" or "Lease Agreement" refers to a lease that you have with a third party (or a Lease or Rental Agreement that you have with us provided a separate Lease or Rental Agreement is executed between you and us). This Agreement is written in plain English. Every attempt has been made to eliminate confusing language and create a simple, easy-to-read document.

- 1. Agreement for Service.** This Agreement is for the maintenance and service of the Equipment. This is not an agreement for the lease or for the purchase of the Equipment. We agree to maintain and service the Equipment and you agree to pay us for that maintenance and service. Unless otherwise provided herein, this Agreement is non-cancellable. This Agreement applies only to the service of Equipment, not software.
- 2. Service Guarantees.** This Agreement does not include any guarantees unless stated on the front page of this Agreement. If a service guarantee is included in this Agreement, it shall apply only if the Equipment is operated within the following guidelines: (a) the Equipment is used in a clean, well-ventilated environment and free from excessive dust and ammonia fumes; (b) the Equipment is used and operated according to the manufacturer's specifications; (c) the Equipment is operated within the specified contractual volume limitations; (d) only supplies that meet the manufacturer's required specifications are used; and (e) the Equipment is operated on an isolated electrical line. We guarantee to perform service in a good and workmanlike manner. This paragraph contains the only guarantees we offer.
- 3. Commencement of Agreement.** This Agreement becomes valid upon execution by us, and our mutual obligations commence when the Equipment is delivered to you, installed, and determined by you to be in good working condition. The Equipment will be considered in good working condition unless you notify us in writing within three (3) calendar days from the date of delivery that you do not accept the Equipment, that you wish to return it, and you specify the defect or malfunction.
- 4. Term; Automatic Renewal.** The "Initial Term" of this Agreement is for a period equal to the term of any Lease Agreement that you have with the Equipment; or for a period of twelve (12) months if the Equipment is not subject to a lease or the term of the Lease does not exceed twelve (12) months. Unless you notify us in writing at least sixty (60) days before the end of the Initial or any renewal term, that you intend not to renew this Agreement, then: (a) this Agreement shall automatically renew for an additional one-year period (a "Renewal Term") and (b) the payment and other terms of this Agreement will continue to apply.
- 5. Service Payments.** In consideration for our obligations under this Agreement, you agree to pay us for each service period the amount listed above and by the due date set forth on our invoice to you: (i) the Monthly Base Maintenance shown above; (ii) the applicable Overage Rate for each metered image in excess of the applicable number of the Included Impressions; (iii) any other costs for non-covered parts, supplies, and shipping and delivery fees and charges; (iv) applicable taxes and late fees; (v) and any other charges provided for herein. You agree that the monthly base amount(s) is(are) a minimum payment that you agree to pay even if you do not make the stated number of Included Impressions. You agree that we may, in our sole discretion, increase the monthly base amount(s) and the Overage Rate specified above once each year during the Initial Term and once each year during any Renewal Term, by an amount not to exceed 3.5% per year. You agree we may apply any base and overage payment first to any past-due amount owed. All payments made under this Agreement are non-refundable.
- 6. Parts; Supplies.** Unless otherwise stated above, the Supplies covered under this agreement are toner, PH kits, and developer. Staples and paper are not covered. All other parts and drums are included, unless the need for replacement is the result of your misuse or abuse. This Agreement does not cover any of the following: (a) damage to the Equipment caused by misuse, negligence, or intentional acts; or (b) repairs and parts necessitated by operation of the Equipment outside the service guarantee guidelines.
- 7. Limitations of Service.** Connected Equipment will be covered up to the computer/network connection. Service calls produced by computer/network problems may be billed at our hourly rate.
- 8. Late Charges.** If you do not pay all charges by the due date specified on an invoice, or within 30 days from the date of the invoice if it does not specify a due date, you agree to pay a late fee equal to 10% of the amount due under the invoice.
- 9. Meter Collection.** You agree to comply with our billing procedures, including but not limited to, providing us with monthly meter readings for each Equipment item. We will provide, at no cost to you, automated meter reading technology that will enable automatic periodic meter readings. However, if you elect not to use this technology, for each non-automated meter read, you agree to pay \$25 per device in addition to the periodic service payments stated above.
- 10. Service Hours.** Our "Standard Service Hours" are Monday-Friday, 8:00 a.m. - 5:00 p.m. local time. If you request service to occur outside standard hours, it will be provided within forty-eight hours after receiving such notice and with the following additional charges at a rate of: (a) one and one-half the prevailing hourly rate; and (b) twice the prevailing hourly rate if service is requested to occur after 5:00 p.m. on a Sunday or any time a holiday.
- 11. Relocation.** In the event you relocate the Equipment outside our service area, we shall have the sole right to either locate another qualified dealer to provide service for the Equipment at the new location or to cancel this Agreement.
- 12. Default.** Each of the following is a "Default" under this Agreement: (a) you fail to pay any Service Payment or any other payment due, under this or any other agreement you have with us, by the due date indicated on any invoice, or (b) you do not perform any of your other obligations under this Agreement or in any other agreement with us and this failure continues for ten (10) days after we have notified you. Our acceptance of a partial payment does not waive a default.
- 13. Remedies.** If you Default under this Agreement, we may do one or more of the following: (a) suspend service; (b) furnish service on a C.O.D. "per call" basis at our standard service rates; (c) cancel or terminate this Agreement and any or all other active agreements that you have with us; (d) require you, as liquidated damages for loss of bargain and not as a penalty, to pay us, on demand (i) any amount past due and owing, and (ii) an amount equal to the sum of remaining Service Payments for the remainder of the Initial or Renewal Term; and (e) exercise any other remedy available at law. You also agree to reimburse us, on demand, for all reasonable expenses of enforcement and/or collection including, but not limited to, reasonable attorneys' fees, court costs, and costs of collection. The remedies set forth herein are cumulative and are in addition to any other remedies allowed under law, and may be exercised concurrently or separately. Any failure or delay by us to declare default or to exercise any other right or remedy shall not operate as a waiver of any other right or future right. If this Agreement expressly provides for, or expressly incorporates, written guarantees, in the event we do not satisfy one or more of the guarantees, your sole remedy is the remedy in the guarantee. In the event we do not satisfy any other provision of this Agreement, and in the event we do not cure the deficiency within fourteen (14) days after receiving written notice of such deficiency, you may, as your sole remedy, cancel this Agreement without any further obligations.
- 14. NO WARRANTIES.** Other than any service guarantees provided in or through paragraph two herein and the obligations set forth herein, WE DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.
- 15. LIMITATIONS OF LIABILITY.** WE SHALL NOT BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING FROM, OR RELATED TO, THIS AGREEMENT. YOU ACKNOWLEDGE AND AGREE THAT IN ENTERING INTO THIS AGREEMENT YOU DID NOT RELY ON ANY WRITTEN OR ORAL COMMUNICATIONS, REPRESENTATIONS, OR GUARANTEES (INCLUDING BUT NOT LIMITED TO BROCHURES OR PROPOSALS) NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. IN MAKING YOUR DECISION TO ENTER INTO THIS AGREEMENT, YOU AGREE AND REPRESENT THAT YOU RELIED ONLY ON YOUR OWN INVESTIGATION REGARDING THIS AGREEMENT'S SUBJECT MATTER AND THE INFORMATION CONTAINED HEREIN.
- 16. MUTUAL INDEMNITY.** THE PARTIES MUTUALLY AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE OTHER PARTY, ITS PARENT CORPORATIONS, SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, AGENTS, REPRESENTATIVES, ATTORNEYS, EMPLOYEES, AND SUCCESSORS OR ASSIGNS (THE "INDEMNIFIED PARTIES") FROM ANY AND ALL CLAIMS, DEMANDS, ACTIVITIES, SUITS, ALLEGATIONS, ACTIONS, OR CAUSES OF ACTION ARISING FROM OR INCIDENT, WHETHER DIRECTLY OR INDIRECTLY, TO ANY MISCONDUCT, NEGLIGENCE, REPRESENTATION, OR OMISSION ON THE PART OF THE INDEMNIFYING PARTY, IN THE CONDUCT OF ITS/THEIR DUTIES OR ANY CONDUCT OUTSIDE THE SCOPE OF ITS/THEIR DUTIES WHICH MAY GIVE RISE TO LIABILITY OR POTENTIAL LIABILITY ON THE PART OF THE INDEMNIFIED PARTIES.
- 17. UNCONDITIONAL OBLIGATION.** YOU AGREE THAT YOUR OBLIGATION TO PAY US UNDER THIS AGREEMENT IS UNCONDITIONAL AND IS INDEPENDENT OF ANY LEASE OR OTHER MAINTENANCE AGREEMENT THAT YOU MAY HAVE WITH US OR ANYONE ELSE.
- 18. Notices.** All notices and other communications directed to us as required or permitted under this Agreement shall be deemed to have been duly given if made in writing via U.S. mail at the address provided on page one of this Agreement.
- 19. Assignment.** You may not assign any rights or obligations under this Agreement without our prior written consent. We may, without your consent and without prior notification, assign this Agreement, or any right or obligation thereof, to a third party.
- 20. Applicable Law; Venue; JURY WAIVER.** This Agreement shall be deemed fully executed, performed, governed, and construed in, and under the laws of, the State of Texas. You agree that performance of your payment obligation under this Agreement shall be in San Antonio, Texas, and that the State of Texas shall have sole jurisdiction of all matters relating to this Agreement. YOU AND WE HEREBY WAIVE OUR RIGHT TO A TRIAL BY JURY.
- 21. Severability.** If any provision of this Agreement is held unenforceable then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.
- 22. Merger; Integration.** This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements, representations, and understandings with respect thereto. This agreement may only be modified by a written document duly exercised by the parties.
- 23. Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.
- 24. End Agreement**

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Device Schedule



Customer Colorado County

Deal # 117009

Location #	Location Description	Pool	Model	Serial/ID*
1	Justice of the Peace 1 - 2215 Walnut Street, Columbus, Texas 78934		B7035	
2	County Attorney - 400 Spring Street, 3rd Floor, Columbus, Texas 78934		B7035	
3	County Attorney - 400 Spring Street, Rm 204, Columbus, Texas 78934		B7035	
4	Emergency Medical Services - 305 Radio Ln., Rm 101, Columbus, Texas 78934		B7035	
5	County Auditor - 318 Spring Street, Rm 104, Columbus, Texas 78934		B7035	
6	Justice of the Peace - 1119 Travis St., Columbus, Texas 78934		B7035	
7	Colorado Extension Service, Agriculture - 316 Spring Street, Columbus, Texas 78934		C8045	
8	Justice of the Peace 2 - 105 E. Main St., Weimar, Texas 78962		B7035	
9	Sheriff's Office (Jail) - 2215 Walnut St., Columbus, Texas 78962		B7035	

*if available

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_12. Proposal from MCCi for Laserfiche annual software support/subscription. (Menke)

Kimberly Menke, County Clerk reported we have had no support from Laserfiche since 2017, when we changed software companies. The version we use today is 9.1.1 and the newest version is 10.5. Nancy and I will be attending a training on April 2nd & 3rd for hands on training and hopefully this new version will be easier to do searches.

Motion by Judge Prause to approve the proposal from MCCi for Laserfiche annual software support/subscription; seconded by Commissioner Wessels; 5 ayes 0 nays; motion carried, it was so ordered.

(See Attachment)

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Prepared For:

Colorado County, TX

Presented By:

Russell Haddock

ECM SOLUTION

Issued: March 21, 2019



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CORPORATE OFFICE
Sales Department
1958A Commonwealth Lane • Tallahassee, FL 32303
Phone (800) 342-2633 • Fax (850) 564-7496

LAWRENCE STEED
Account Manager
(850)701-0725
lsteed@mccinnovations.com

March 21, 2019

Mr. Chip Schneider
Colorado County
315 Spring Street
Columbus, TX 78934

Dear Mr. Schneider:

I enjoyed speaking with you regarding MCCI's Laserfiche software and services. While reviewing the enclosed Professional Services Proposal, please keep in mind the following advantages of being a MCCI client:

Leading Provider - MCCI is the leading provider of Laserfiche in the world and a Laserfiche Platinum Solution Provider.

Professionals - All MCCI's professional services team members acquire and maintain Laserfiche Gold Certification. In addition, they have undergone a thorough background check and security awareness training.

Public Sector Focus - MCCI was created by Municipal Code Corporation to focus on innovative technologies for the public sector. MCCI provides Laserfiche software and services to entities including Cities, Counties, State Agencies, Special Districts, School Districts, Law Enforcement, and more.

Specialization in Enterprise Solutions - MCCI Project Managers provide implementation and training services to help deploy your Laserfiche solution across the Enterprise. We work with you on your initial project plan, knowing that one-day Laserfiche will be used across the entire organization. This methodology helps you meet this goal within your desired time frame, whether it be an immediate objective or part of a multi-year plan.

Superior Support - MCCI utilizes a multi-layered support team geared towards offering each client multiple contacts to enhance the usage of every product implemented. We offer support through our help desk, email, and toll-free number, and we also have an online support center that gives end users access to training manuals, "how to" checklists, training videos, a knowledge base, and software updates.

Robust Resources - Whether it is integration, scanning and indexing services, an electronic forms solution, etc., MCCI has additional solutions that are complementary to Laserfiche, while allowing you to work through one vendor for best of breed solutions.

If you have any questions concerning our proposal or desire additional information, please do not hesitate to contact me. We appreciate your interest and hope that we will have the pleasure of working with you.

Sincerely,

Lawrence Steed
Account Manager

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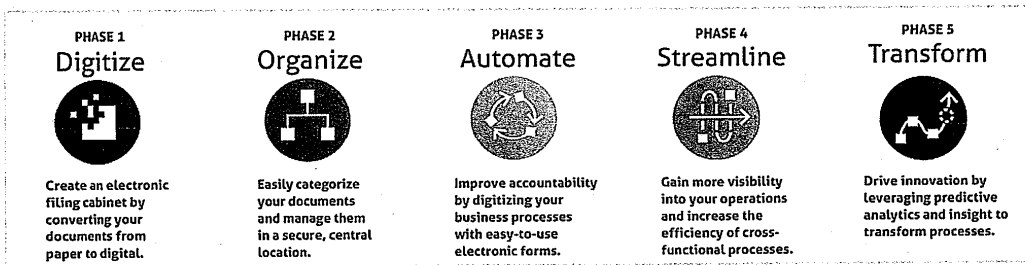
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EXECUTIVE SUMMARY

What once was a simple document imaging solution has evolved into a complete Content Services platform to serve the enterprise. In addition to native and core document/records management functionality, Content Services platforms continue to mature and address increasingly complex business processes and problems.

Where to start. MCCi leverages and recommends the Digital Transformation Model; an industry accepted five-phased approach to transform your office into a digital workplace. This model provides a structured framework for content services, process automation, analytics, and more. Often, technology is implemented in one department, and the interest of other departments quickly grows. The Digital Transformation Model provides guidance whether you are one department or looking to go enterprise-wide.



Selecting a solution. In 1999, we searched for a solution with company stability, growth, and service commitment to the clients. In our search for the best overall Content Services platform, Laserfiche made the decision easy as they are focused on the development of a solution that meets the demands of clients while being economical, scalable and usable.

Laserfiche is a unified solution that manages all documents and records, regardless of location or media type. Since 1987, Laserfiche has been a trusted solution of more than 35,000 organizations worldwide. As a privately-held company, Laserfiche is a platform for automating business processes from start to finish with the flexibility to integrate with your existing solutions. We strive to protect your current investments and create seamless integrations for the organization to maximize efficiencies and return on investment. Laserfiche is unique in the market in that every product created is done so from the ground up with an internal development team. This makes all solutions seamless and integrated, unlike other companies that tend to purchase other products and merge them into their platform resulting in cumbersome solutions that are not user-friendly.

Selecting the right service provider is equally important. The solution can be the best fit for your organization, but if you select the wrong service provider, you will be faced with unexpected challenges that result in a delayed or failed project. Your provider should be the best in the industry with in-depth expertise, resources and a steadfast commitment to client success. Gartner, Inc. cites this as the most important decision when embarking on a transformation project. Expertise does not come overnight; it comes with time, projects, and learning best practices over a wide range of clients. Part of evaluating the provider's stability should include how long the provider has been in business, their reputation in the industry, their knowledge about your business model, and the strength and size of their team members in support and client relations. A trusted partner is more than just another set of hands; it is a fresh set of eyes, ideas, and innovation they bring to the table. Partnering involves trust and commitment from both parties to achieve successful project implementation.

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ABOUT MCCI

Our story goes back to the 1950s. MCCI originated from Municode, who manages the code, ordinances, and websites of more than 4,500 municipalities. In 2003, the company's growth led to MCCI becoming a separate company and expanding its services to all types of government agencies, as well as commercial businesses.

Fast forward and look at us now! MCCI is committed to leading the industry, staying abreast of technology, and focusing on the needs of our clients so that everyone – our clients and our employees – flourish. **MCCI has grown to more than 85 employees nationwide.**

We pride ourselves in the fact that many of our clients' successes are widely recognized as **Laserfiche Run Smarter winners**, industry-specific award winners, and frequently published as leaders in their fields. Most recently, Inc. Magazine recognized MCCI as an **Inc. 5000** fastest-growing private company in the United States. Additional noteworthy recognition includes **Best Companies to Work**, Microsoft Gold Certified Partner, and the only **Laserfiche Platinum Certified Solution Provider**, to name a few.



WHY OUR CLIENTS LOVE US?

It is no secret. The answer is in the numbers. **MCCI serves more than 1,100 clients nationwide in 46 states.** We are focused on providing top-notch service to fit the needs of our clients in the best way. We are more than their service provider; we are their partner. Our culture is to put the client's needs first.

OUR CULTURE

We are fanatical about client success. Success starts with our eagerness to understand our client's goals.

We don't just want to date our clients. We demand every member of our team understands and practices the foundation of a long-term relationship: communication, caring, and commitment.

We innovate and evolve. Our growth initiatives are based on what our clients need and where they are headed.

We understand that we must continuously evolve and improve to support our clients.

We are unreasonably picky about our teammates. We believe the execution of team goals requires excellence at every level. Each team member must enjoy hard work and excel at doing their part. We expect and empower our team to grow, professionally and personally.



OUR TEAM

MCCI is a leading Laserfiche provider, focusing on customer service in every aspect of your project. As a client, you will receive access to our highly trained staff and support services, such as:

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PROFESSIONAL SERVICES

Our Project Services team is made up of Laserfiche Gold Certified, highly-trained professionals in the areas of implementation, workflow processes, integrations, and more to help you implement a well-thought-out enterprise system based on your organization's needs and business processes.

TRAINING SERVICES

Before, during, and after your project, we focus on ensuring the users are trained on the software and stay up-to-date on the features available. In addition to our online Training Center for Laserfiche resources, remote and onsite training options are available.

TECHNICAL SUPPORT

Once your project is complete, you will have access to our technical support team for troubleshooting and for support your Laserfiche solution. Our team can be easily reached by email, phone, or our online support center.

The **Laserfiche Software Assurance Plan (LSAP)** helps preserve and extend the benefits of your original solution investment by providing you access to the assistance needed to ensure that you maximize system uptime. When you subscribe to an LSAP, you receive the following benefits:

- First-tier support from MCCi to resolve Laserfiche software errors
- 100% upgrade credit for your existing software (in the event of a platform upgrade)
- 24-hour FTP and Laserfiche support website for downloading free Laserfiche software updates
- Technical bulletins, newsletters, and educational webinars

CLIENT RELATIONS

You will have a dedicated team of an account executive and account manager that you can directly contact. We believe in a proactive support methodology, which begins with client education, excellent service, and communication.

- Identify any needs that could easily be addressed by the current system
- Available as a resource for questions and answers, best practices, how other clients are using the system with the use of documented case studies, support center, etc.
- Available for continued education for existing and new users within the organization with webinars, seminars, workshops, user groups, and more
- Dedicated sales support team for pricing inquiries and budgetary information
- Annual support renewal notifications to ensure your renewal process is timely and accurate

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PRICING



**Support
Reinstatement**

PRICING PROPOSAL

Product Description:

ANNUAL SOFTWARE SUPPORT/SUBSCRIPTION - BASIC LSAP

	Qty.	Cost	Total
<input checked="" type="checkbox"/> Laserfiche Team Server	1	\$472.50	\$472.50
<input checked="" type="checkbox"/> Laserfiche Full User	2	\$136.50	\$273.00
<input checked="" type="checkbox"/> Laserfiche Retrieval User	5	\$52.50	\$262.50
<input checked="" type="checkbox"/> Laserfiche Snapshot Plug-in	2	\$21.00	\$42.00
<input checked="" type="checkbox"/> Laserfiche ScanConnect	1	\$35.70	\$35.70
Annual Support Total			\$1,085.70

For budgetary purposes, the Client should include \$1,085.70 in annual budget for renewal of the items quoted above. Please note that if you subscribe to MCCI's SLA or Training Center, additional user licenses may increase the cost of these items at the time of your next annual renewal.

Total Project Cost **\$1,085.70**

All Quotes Expire in 30 Days

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PAYMENT & BILLING TERMS

MCCi will invoice the total contract amount 60 days prior to the renewal date. If support is expired or nearing expiration, MCCi will invoice upon receipt of contract. If support is currently expired, or if it expires prior to MCCi receiving payment, reinstatement fees charged by Laserfiche corporate will be applied. Sales tax will be included where applicable. Payment is due upon receipt of an invoice.

Laserfiche software and help files are provided electronically. Hard copy manuals or software are available upon request, for a \$50 additional charge.

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MCCI PROJECT-BASED SERVICES

To determine which services are included with your project, please refer to the Pricing Section.

MCCI PROFESSIONAL SERVICES

MCCI's Laserfiche certified Team Member administer these services and concentrate on defining business requirements and the deliverables that follow. The MCCI Team Member will work with the Client's point of contact to put together a project plan that clearly defines the scope of the Professional services, ensuring the Client is prepared for the final project implementation. The total number of service hours is limited to the total fee quoted, divided by MCCI's current Professional Services rate.

CLIENT CONSULTATION

The assigned MCCI Project Manager will perform a consultation including a review of current document organization and retrieval practices to determine desired indexing methods, security rules, and other basic system set up needs. Once this information has been gathered and provided to the MCCI Project Manager, the basic folder structure, document naming conventions, and template set-up will be configured prior to onsite training.

REMOTE INSTALLATION AND CONFIGURATION

Software installation and configuration may occur remotely as part of the Professional Services to ensure the onsite time purchased is focused on the direct objectives. Please refer to the Pricing Section to determine if the onsite time will include installation and configuration.

REMOTE TRAINING

Professional Services may be utilized for training administrators or users remotely if onsite training is not included. Please refer to the Pricing Section to determine if training was quoted.

LASERFICHE FILING WORKFLOW CONFIGURATION

MCCI's Laserfiche Filing Workflow Configuration Services are designed to be highly collaborative. The goal is to provide a customized process that allows your organization to archive specified records in a proper format and location that is consistent with your organization's standards. To execute, MCCI's team of expert Project Managers and System Engineers will work with the Client's Project Manager to build a Business Process in the Client's Laserfiche environment.

MCCI DELIVERABLES

- Configure a Laserfiche Workflow including (Up To 15 Documents) for archival
 - Includes renaming of documents
 - Routing to appropriate folder structure
- Consultation with a MCCI Project Manager

CLIENT DELIVERABLES

- Provide MCCI with a mapped out narrative and flowchart of the specified business process
- Thoroughly define each resource and activity in the business process, including any exceptions
- Respond in a timely fashion to questions posed by MCCI's Business Process Configuration team
- Appointment of Client Project Manager
- Availability of IT resources as needed and end users for interviews and Business Process testing
- Required Laserfiche software licensing

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BUSINESS PROCESS CONFIGURATION SERVICES

Business Process Configuration Services are designed as an option for organizations that require advanced system configuration but may lack the time or expertise necessary to configure Workflow, Quick Fields, or any of Laserfiche's other advanced modules. MCCi's team of expert Project Managers and System Engineers will work in concert with the Client's Project Manager to build a Business Process in the Client's Laserfiche environment.

CLIENT DELIVERABLES

- Provide MCCi with a mapped out narrative and flowchart of the specified business process
- Thoroughly define each resource and activity in the business process, including any exceptions
- Respond in a timely fashion to questions posed by the Business Process Configuration team
- Appointment of Client Project Manager
- Availability of IT resources as needed
- Availability of end users for interviews and Business Process testing
- Required Laserfiche software licensing

MCCI DELIVERABLES

- Install and configure Laserfiche modules that are relevant to the implementation
- Consultation with a Laserfiche Project Manager
- Business Process Configuration Managed Services post implementation
 - The scope of Managed Services will be limited to supporting the process(es) implemented through this contract.
- Roll-out Assistance is an optional service if included in the scope of services.
- The scope of Managed Services will be limited to supporting the process(es) implemented through this contract.
Note: This service will be billed separately and is billed upon completion.

LASERFICHE FORMS SERVICES

MCCi's Laserfiche Forms Services are designed to be highly collaborative. The goal is to provide a customized package for your organization. Whether you need direct assistance implementing Laserfiche Forms, or hands-on training to empower your organization to create and maintain electronic forms, or both, MCCi has options available. Please see your Pricing Section for the specific Laserfiche Forms Services quoted.

Forms Configuration Services Per Form	Level 1	Level 2	Level 3
Forms Design Services Create/modify form from the Business Process Library 10.1+	Up to 15 Fields	Up to 30 Fields	Up to 50 Fields
Form Field and Data Look-up Rules*	Up to 10 Rules	Up to 20 Rules	Up to 40 Rules
Process Modeler Configuration	Up to 5 Steps	Up to 10 Steps	Up to 20 Steps
Workflow Configuration for Forms Process Modeler Integration, Filing Only	No	Yes	Yes
Custom Scripting (JScript or CSS) *	Call for Quote	Call for Quote	Call for Quote

- Users submitting through the Forms Portal are limited to forms submission. Users cannot participate in the workflow/routing process within Laserfiche Forms Process Modeler or Laserfiche Workflow, unless they have a Laserfiche Named User License.
- All Forms Configuration Services are conducted remotely due to multiple decision points throughout the configuration, which may cause delays.
- Field Look-ups: Database Views and Queries must exist or be created by the Client prior to MCCi database lookup configuration.
- Java Script and CSS Scripting (if needed) are not included, unless otherwise notated in the Pricing Section.

LASERFICHE CONNECTOR INTEGRATION CONFIGURATION & TRAINING

INCLUDES

- Configuration of integration for up to one application screen with 3 standard actions on one machine
- Standard Actions Included: Scan, Import, Search Client, Search Weblink, and/or Search Web Access, launching from the desired application to Laserfiche

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- Remote "Train the Trainer" training for up to half a business day to empower the Client to configure other integrations
- All data used for configuration must be available from the Application Screens
- All services are conducted remotely, unless a MCCi representative is onsite for other implementation needs and onsite time permits

CLIENT DELIVERABLES

- Application to be integrated with and user's machine must meet Laserfiche Connector requirements set forth in the hardware requirements
- Testing – A test utility to ensure that the application screen is viable is available prior to purchase. Client is responsible for ensuring compatibility of applications prior to purchase
- IT resources – Appointment of Laserfiche Connector Administrator
- Laserfiche metadata requirements

MCCI DELIVERABLES

- Install and integrate Laserfiche connector within current Laserfiche system environment pursuant to the Laserfiche Connector requirements
- Assistance in configuring integration for one application screen with 3 standard action Connector Profiles on one machine
- Define Laserfiche metadata structure to support the specified integration
- Define Laserfiche security to support the integration
- Professional Services
- Remote Laserfiche Connector Administrator Training

RATCHET-X CONFIGURATION SERVICES

INCLUDES

- Configuration of integration for one application with up to three screen configurations identified during initial implementation
- Configuration pricing is based upon one application and up to three screens being configured at one time. Additional charges may apply if configurations of screens need to be broken up at different time frames.
- Base installation and configuration for actions that jump from the Application to Laserfiche
- Standard Actions Included: Scan, Import, Search Client, Search Weblink, and/or Search Web Access, launching from the desired application to Laserfiche
- All data used for configuration must be available from the Application Screens
- All services are conducted remotely, unless a MCCi representative is onsite for other implementation needs and onsite time permits
- For web-based solutions, screen configuration will be done based on Microsoft's Internet Explorer Browser only. If other and/or multiple browser configurations are required, it must be stated in the Pricing Section.

*Client is responsible for testing to make sure needs are met prior to purchase.

RATCHETX PER CUSTOM ACTIVITY DEVELOPMENT/CONFIGURATION:

Includes any "Action" that is not listed as a Standard Action above, or any configuration that is required to have the integration points launch from Laserfiche back to the desired application, rather than from the application back to Laserfiche – Contact MCCi for Pricing Proposal.

LASERFICHE – SHAREPOINT INTEGRATION ASSISTANCE

MCCi's Laserfiche SharePoint 2013 Integration Assistance service is designed to be highly collaborative. The goal is to provide the Client with a fully functional Laserfiche SharePoint Integration for the Client's existing SharePoint 2013 implementation, along with the necessary knowledge to support the integration once the installation and configuration engagement is complete.

CLIENT DELIVERABLES

- Existing and stable on-premise on SharePoint 2013 or SharePoint 2010 solution. SharePoint Foundation is acceptable but does not include Search functionality.

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- Provide a dedicated point of contact with sufficient server and directory services administrative rights to facilitate the required configuration tasks.
- Existing and stable Laserfiche Server and Web Access (9.1 or later) installation on Windows Server 2008 R2 or Windows Server 2012.
- Identify existing or configure new SharePoint site where the Laserfiche SharePoint Integration for SharePoint Repository and/or Search Web Parts will be installed and configured. Note: If the Laserfiche SharePoint Search integration is to be configured, SharePoint federated search feature must be configured and working properly.
- Troubleshoot and resolve server operating system, Internet Information Services, network or Kerberos related issues affecting the installation, configuration or functionality of any component of the Laserfiche SharePoint Integration for SharePoint. Note: If the client does not have the necessary skill set available to address these types of issues, the client should be prepared to engage a third-party support provider to assist.

MCCI DELIVERABLES (REMOTE DELIVERY)

- Installation of Laserfiche SharePoint Integration for SharePoint
- Configuration of Laserfiche SharePoint Repository and Search Web Parts
- Remote training on the use and configuration of Laserfiche SharePoint Repository and Search Web Parts
- In the event MCCI and the Client are unable to determine or agree on the root cause of an issue affecting the installation, configuration, or functionality of the Laserfiche SharePoint Integration for SharePoint and/or the Laserfiche SharePoint Repository and Search Web Parts, MCCI is responsible for opening the escalation case with Laserfiche Support.
 - In the event Laserfiche Support determines the root cause of an issue affecting the installation, configuration, or functionality of the Laserfiche SharePoint Integration for SharePoint and/or the Laserfiche SharePoint Repository and Search Web Parts to be related to the server operating system, Internet Information Services, network or Kerberos, MCCI will remain available as necessary to assist the Client (if Client has expertise in these areas) or the Client's third-party support provider to resolve the Laserfiche related components of the problem.

LASERFICHE ENERGOV INTEGRATION CONFIGURATION & TRAINING

INCLUDES

- Configuration services for up to 3 EnerGov Entity Types (EnerGov Plan, EnerGov Permit, etc.)
- Remote "Train the Trainer" training for up to half a business day to empower the Client to configure other available EnerGov Entity Types.
- All services are conducted remotely, unless a MCCI representative is onsite for other implementation needs and onsite time permits

CLIENT DELIVERABLES

- Desired EnerGov Fields for mapping metadata to Laserfiche
- IT resources – Appointment of a resource to work with MCCI for configuration and training
- Laserfiche metadata requirements
- Access to EnerGov technical staff and resources as needed
- If EnerGov "Intelligent Object" configuration is desired, it is the Client's responsibility to configure the appropriate settings in EnerGov, or to work with EnerGov to do so. Intelligent Objects is the EnerGov feature that allows for creating letters and other documents and having them attached to EnerGov records. EnerGov configuration is needed to set this up and to have these documents treated as attachments to be stored in Laserfiche.

MCCI DELIVERABLES

- List of EnerGov fields available for mapping to Laserfiche
- Install integration (may require EnerGov technical resources for installation)
- Assistance in configuring up to 3 EnerGov Entity Types (EnerGov Plan, EnerGov Permit, etc.)
- Define Laserfiche metadata structure to support the specified integration
- Remote Configuration Training

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LASERFICHE NEOGOV INTEGRATION IMPLEMENTATION SERVICES

MCCi's Integration Implementation Services include the following tasks:

- Installation of NEOGOV Integration Utility.
- Configuration of Integration Utility to pair core NEOGOV metadata fields to Laserfiche metadata fields.
- Configuration of NEOGOV Integration properties in the NEOGOV module, to enable "Send to Laserfiche" buttons in appropriate NEOGOV module(s).

If Client requires assistance setting up Laserfiche metadata, filing workflows, retention schedules, and naming conventions specific to Human Resources records as part of this implementation, Client is encouraged to also utilize MCCi's Filing Workflow Configuration or Transparent Records Management implementation services as part of this project. Configuration of metadata, filing workflows, retention schedules, and naming conventions would not otherwise be included in the scope of this implementation without those additional services. Current clients using Laserfiche in HR may also need a cleanup of their metadata prior to implementation. Please review your pricing proposal for details on what has been included.

DOCS ON THE CLOUD SERVER INSTANCES

MCCi offers Docs On The Cloud server instances to clients that would rather not acquire the physical or virtual infrastructure themselves. MCCi offers this service through a partner (Gordon Flesch Company, Inc.). They are the leading provider of hosted Laserfiche server instances. Unless noted otherwise, Docs On The Cloud server instances are hosted in AWS and include the creation, maintenance, and upgrades of purchased virtual machines, maintenance of operating system software, and daily backup snapshots of the hosted infrastructure. In addition, MCCi and the client have the following responsibilities:

MCCI RESPONSIBILITIES

Initial installation of Laserfiche software components and ongoing application of Laserfiche upgrades if client subscribes to MCCi's Managed Services or Laserfiche Administration Services package. MCCi also serves as first tier for support issues and handles all billing related to the service.

CLIENT RESPONSIBILITIES

Serves as server and database administrator; maintains all non-Laserfiche and non-operating system applications, to include required database software acquisition, installation, maintenance, upgrades, and database maintenance routines.

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MCCI CONSULTING SERVICES

To determine which services are included with your project, please refer to the Pricing Section.

BUSINESS PROCESS REQUIREMENTS GATHERING

The MCCI Business Process Requirement Gathering includes analysis by a senior project manager. MCCI staff will interview stakeholders regarding a defined department and/or business process that the organization desires to be automated through Laserfiche ECM. The deliverable of this on-site engagement will be a Statement of Work documenting cost, hours, and desired configuration of the defined business process.

BUSINESS PROCESS ANALYSIS

MCCI will work with the Client to document a current business process. By interviewing stakeholders and documenting facts and feedback, MCCI will deliver a comprehensive report. This engagement is typically done as a needs analysis exercise prior to automating an existing business process.

MCCI DELIVERABLES

Assignment of a project manager who will be responsible for:

- Acting as the main point of contact for MCCI
- Identifying and providing contact information for process stakeholders
- Coordinating and scheduling site visits so stakeholders are aware and set aside the appropriate amount of time to focus on working with MCCI
- Coordinating and scheduling conference calls/web meetings between process stakeholders and MCCI as part of the document review process
- Facilitating access to any/all resources needed for a thorough analysis
- Full participation by all process stakeholders in the interview, review, and finalizations stages

CLIENT DELIVERABLES

Coordinating Introductory Call: Share contact information and review scope of project

Stakeholder Interviews: Up to two days onsite with a business analyst

- Conducting workshops and interviews with clients
- Document business processes on whiteboard during workshops and interviews
- Business Process Report Drafting & Review: Up to 30 hours
- Draft a business process/requirements document
- Review document with Client and make revisions where necessary.
- Business Process Report Delivery: Up to one day on-site with Business Analyst
- Onsite review and presentation of finalized report
- Editable copy of Business Process Report for future use

GAP ANALYSIS

The MCCI Gap Analysis is the study of the differences between two information systems or applications, often for determining how to bridge the space between where we are and where we want to be.

New Clients may be new to ECM or could be transitioning from another system. Existing Clients may consider Gap Analysis when looking to expand their system into other departments or enterprise-wide. It is also an opportunity to investigate and report on how Laserfiche is being used versus how it was intended to be used. Either way, Gap Analysis not only serves the consulting needs, but can also mitigate inherent risks in a new project. Risks such as scope creep, unforeseen needs (people, conversions, integrations, equipment), and unknown stakeholders can be identified and cleared up at the very beginning of the project.

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MCCI DELIVERABLES

The Gap Analysis process involves determining, documenting, and approving the variance between business requirements and current capabilities. MCCI takes it a step further by providing recommendations and an action plan. The final deliverable is a report that is delivered to the Client in a format that can be edited. Any future changes to the report are the responsibility of the Client. The report will detail the following:

- A summary of the current document flow path with recommended changes/requirements
- Equipment, software, and staffing recommendations
- Storage needs for each department
- Recommendations on the timing of phasing in departments (based on needs/complexity)
- Implementation recommendations

The amount of time/cost of the Gap Analysis is dependent upon the system size and number of departments to be involved.

LASERFICHE CONSULTING SERVICES

MCCI's Laserfiche Consulting Services are designed to leverage MCCI Laserfiche Certified Professionals on an annual basis. We consider ourselves an extension of your project team and assist in accomplishing your organization's Laserfiche goals. Your organization is assigned a project manager to assist with designated projects, for up to an annual dollar amount each year. Rates charged are based on the type of resources required. Consulting services can be used for, but are not limited to:

- Business Process Requirements Gathering and SOW Drafting
- Status and Strategy Meetings (Required)
- Configuration of Client-Owned Laserfiche Components
- Training on Laserfiche Components and/or Configured Laserfiche Business Processes
- Laserfiche Integration/Developer Assistance

RECORDS MANAGEMENT CONSULTING

When implementing an enterprise-wide Electronic Records Management system, it is important for a Records Program and Records Policies to be in place beforehand. MCCI's Records Management Consulting service focuses on revision and/or creation of such programs and policies. If needed, the service should be completed prior to implementing MCCI's Laserfiche Records Management module. Pricing is dependent on the level of service needed and can be determined by setting up a meeting with MCCI and the appropriate Records Consultant. Services cover a broad spectrum including designing records management plans, designing systems, identifying records eligible for destruction, assisting with legal compliance, providing training and any other records and information related service requirement.

ENTERPRISE SYSTEM REVIEW OF LASERFICHE

AREAS OF REVIEW INCLUDE:

- Review of data structure (folder structure, metadata, etc.)
- Security review and configuration
- Current paper/electronic Forms review
- Current Workflow/Capture review
- Assess current training needs
- Interviews with departments not using Laserfiche
- Utilization of Laserfiche Records Management Module
- Integration/Mobile Access Needs

MCCI DELIVERABLES:

- Verbal report of findings while onsite
- Up to 5 hours of consulting for up to 30 days after onsite consultation

CLIENT REQUIREMENTS:

Attendance by CIO/IT Director, Application administrators, departmental managers, and any other leadership members

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MCCI TRAINING SERVICES

The scope of all onsite or remote training services to be performed is notated in the Pricing Section.

LASERFICHE TRAINING SERVICES

The Client is provided with instructor-led Laserfiche training, hands-on or train-the-trainer.

SYSTEM ADMINISTRATION TRAINING

- Client and Server Installation Procedure
- Security
- Tags
- Records Management
- System Settings
- Troubleshooting Procedures
- Users and Groups – Active Directory
- Templates
- Document Relationships
- Volumes
- Back Up Procedures
- Technical Support Overview

FULL USER TRAINING

- Introduction to Laserfiche
- OCR and Full Text Indexing
- Searching & Annotations
- Briefcases and Migrating
- Scanning and Importing
- Extracting a Document
- Folders and the Folder Browser
- Document Display
- Security
- Customize Laserfiche
- Index Card/Templates
- Volumes

RECORDS MANAGEMENT MODULE TRAINING

The Client should have full knowledge of internal records management policies and have prior experience in records management. This training will be quoted for clients with the Records Management functionality of Laserfiche.

BASIC OVERVIEW TRAINING FOR RECORDS MANAGEMENT

- Records Series
- Versioning
- Cutoff Criteria
- Hold Period
- Event Dispositions
- Destruction
- Records Folders
- Security Tags
- Cutoff Eligibility
- Disposition Actions
- Interim Transfers
- Permanent Records
- Document Links
- Vital Records
- Retention Period
- Time Dispositions
- Final Disposition
- Accession / Freezing

ADMIN CONSOLE SETUP FOR RECORDS MANAGEMENT

- Cycle Definitions Setup
- Retention Schedules Setup
- Locations Setup
- Cutoff Instructions Setup

BUSINESS PROCESS AUTOMATION TRAINING

Our Business Process Automation Training is designed to be highly collaborative. The goal is for the client to have a trained Business Process Automation Configuration Administrator specifically in Laserfiche Forms and Workflow. As a prerequisite, the clients Business Process Automation Configuration Administrator should be a business process savvy individual with good technical skills. This is the person tasked with handling future workflow and forms configurations, including any modifications needed to the configuration focused on during training.

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CLIENT DELIVERABLES

- Provide MCCi with a mapped out/narrative of specified business process including metadata requirements and sample reports from functional activities involved. This will be used as an example for the training process, in an effort to leave the client with a start of a workflow configuration.
- Appointment of Business Process Automation Configuration Administrator who has been through Laserfiche Administrator training
- IT resources

MCCI DELIVERABLES

- Install and configure Laserfiche Workflow and Laserfiche Forms with current Laserfiche system
- Onsite Workflow Configuration Administrator Training
- Onsite Forms Designer and Process Modeler Training
- Workflow and Forms Managed Services post onsite training
- Configuration assistance for a period of time immediately following onsite training
- Developer Training (Applicable to Level 2 training package)

Services Provided	Level 1	Level 2
Remote Installation	Included	Included
Onsite Training Days	4	5
Workflow and Forms Configuration Assistance Post Onsite Training	Remote 30 Days	Remote 45 Days
Developer Training	None	Remote 1/2 Day
Developer Assistance Post Developer Training	None	Remote 15 Days

LASERFICHE WORKFLOW CONFIGURATION TRAINING

MCCi's Laserfiche Workflow Configuration Training service is designed to be highly collaborative. The goal is for the Client to have a trained Workflow Configuration Administrator. As a prerequisite, the Client's Workflow Configuration Administrator should be a business process savvy individual with good technical skills. This is the person tasked with handling future workflow configurations.

CLIENT DELIVERABLES

- Provide MCCi with a mapped-out narrative of specified business process including metadata requirements and sample reports from functional activities involved. This will be used as an example for the training process, so the Client will be left with a start of a workflow configuration.
- Appointment of Workflow Configuration Administrator who has been through Laserfiche Administrator training / IT resources

MCCI DELIVERABLES

- Install and configure Laserfiche Workflow with current Laserfiche system
- Onsite Workflow Configuration Administrator Training
- Workflow Managed Services post onsite training
 - Configuration assistance for a remote period immediately following onsite training
- Developer Training (Applicable to Level 2 training package)

Services Provided	Filing Workflow	Level 1	Level 2
Remote Installation	Included	Included	Included
Onsite Training Days	1	2	3
Workflow Configuration Assistance Post Onsite Training	Remote 30 Days	Remote 30 Days	Remote 45 Days
Developer Training	None	None	Remote 1/2 Day
Developer Assistance Post Developer Training	None	None	Remote 15 Days

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LASERFICHE FORMS TRAINING

MCCI's Laserfiche Forms Services are designed to be highly collaborative. The goal is to provide a customized package for your organization. Whether you need direct assistance implementing Laserfiche Forms, or hands-on training to empower your organization to create and maintain electronic forms, or both, MCCI has options available. Please see your Pricing Section for the specific Laserfiche Forms Services quoted.

Forms Training Services Provided	Essentials	Professional Overview	Professional Comprehensive
Training Duration	Up to 4 Hours Remote	Up to 1 Day Onsite	Up to 2 Days Onsite
Forms Designer	Yes	Yes	Yes
Process Modeler	Yes	Yes	Yes
Workflow Configuration (For Forms Process Modeler Integration, and Filing Only)	No	No	Yes
Forms Configuration (Up to 1 - Level 1 Form)	0	0	1

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PROFESSIONAL SERVICES & ANNUAL SUBSCRIPTION PACKAGES

Each Client's Laserfiche Renewal covers break/fix support (i.e. resolution of error codes, etc.). MCCi offers additional annual support packages to cover remote training, best practices consultation, basic configuration services, and maintenance of existing complex business processes.

MCCi Managed Services (MS) or MCCi Laserfiche Administration Services (LAS) are strongly encouraged to be included with every support renewal.

Description	MS*	LAS** Level 1	LAS** Level 2
Additional Training	X	X	X
Additional System Set Up Consultation	X	X	X
Remote Implementation of Software Updates	X	X	X
Annual Review of Administration Settings	X	X	X
Remote Access Support	X	X	X
Priority Offering of Laserfiche CPPs & Laserfiche Empower Registration Scholarships	X	X	X
Dedicated Laserfiche Certified Professional		X	X
Laserfiche Administration Configuration Services		X	X
Configuration and maintenance of BASIC business processes utilizing Laserfiche Forms and Laserfiche Workflow		X	X
Configuration of Quick Fields sessions using purchased features		X	X
Basic Records Management Module Overview Training		X	X
Scheduled recurring consultation call upon Client's request		X	X
Maintenance of existing middleware/configurable integrations		X	X
Maintenance of MCCi/Client configured COMPLEX business processes			X
Annual Review of business process configurations			X

***Workflow Managed Services** also includes ability to consult on best practices specific to workflow; additional remote training ideal for refresher training or new personnel; workflow security consultation and more.

A **Business Process is a Workflow, Forms process or Quick Fields session that automates or streamlines an organization-specific process.

- **Basic:** A business process requiring minimal configuration and virtually no institutional knowledge, allowing a MCCi Application Support Analyst to assist with configuration, support, and maintenance of the process. **Examples:** Filing workflows, simple Forms or approval/notification workflows that have few routing steps, no integration, and little to no database lookups.
- **Complex:** A large business process with extensive configuration that is absolutely mission critical to the organization. **Examples:** Large accounts payable process with a high volume of transactions, approval steps, database lookups, etc. Complex business processes require MCCi's Application Support Analyst to have institutional/process knowledge to configure the process.
- **Hours:** MCCi allows clients to use their hours for a multitude of services, as long as a request will not start a service that cannot be completed. None of the packages listed above are intended to be utilized for configuration of a new COMPLEX business process. In those instances, a separate SOW is required.

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MANAGED SERVICES (MS)

MCCI's Managed Services package provides additional training and assistance to a Client's Laserfiche administrator and users. Pricing for the advanced block of hours is based on MCCI's Support Technician hourly rate discounted by 10%. The number of hours included is based on active products and will expire on the same date as your annual renewal. Managed Services can be used for the following:

ADDITIONAL TRAINING

Additional web-based training is conducted to train new users or as refresher training for existing users.

ADDITIONAL SYSTEM SET UP CONSULTATION

MCCI offers additional best practices consultation that includes recommendations for adding additional departments, additional types of indexing, etc.

REMOTE IMPLEMENTATION OF SOFTWARE UPDATES

While your renewal covers free version updates for software, implementation of those updates is sometimes overlooked. With the addition of Managed Services, MCCI is at your service to directly assist with implementing software updates such as minor updates, quick fixes or point releases. Dependent on complexity and client specific configurations, major software upgrades may or may not be covered and should be discussed with your Account Management Team.

ANNUAL SYSTEM REVIEW & ANALYSIS

MCCI will access your system to review how your organization uses Laserfiche, to identify potential issues, and to make recommendations for better use of the system. This analysis may be performed annually and is an optional service that will be completed only if requested by the Client.

REMOTE ACCESS SUPPORT

If requested, our Support Technicians can access your Laserfiche system remotely to resolve issues, saving both time and money.

LASERFICHE CERTIFICATIONS

Priority offering of complimentary Laserfiche certifications, based on availability.

LASERFICHE CONFERENCE REGISTRATION

Priority offering of complimentary Laserfiche Empower registration, based on availability.

**Please see chart above for information on Workflow Managed Services.*

CLIENT RESPONSIBILITIES FOR MS

- Configuration/maintenance of backups and any general network, security, or operating system settings outside of Laserfiche
- Management and creation of retention policies related to Records Management Module
- Providing an IT contact (internal or third-party) for MCCI to work with as necessary
- Providing remote access capabilities as needed. If the Client requests MCCI to have unattended access, the Client assumes all responsibility for the related session(s). The Client will work with MCCI to set up user profiles, user tags, etc. to allow desired security rights/access.

LASERFICHE ADMINISTRATION SERVICES (LAS)

MCCI's Laserfiche Administration Services package is for Clients who need a Laserfiche administrator, or additional Laserfiche administration services. Pricing for the advanced block of hours is based on MCCI's Application Support Analyst hourly rate discounted by 10%. The number of hours included is based on active products and will expire on the same date as your annual renewal. Laserfiche Administration Services offers the following:

LASERFICHE ADMINISTRATION SERVICES: LEVEL 1

- Dedicated Laserfiche Certified Professional
- Laserfiche Administration configuration services – setting up users, metadata, security, etc.
- Configuration and maintenance of basic business processes utilizing Laserfiche Forms and Workflow

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- Configuration of Quick Fields sessions using purchased features – excludes custom scripting, custom calculations, etc.
- Basic Records Management Module Overview Training
- Scheduled recurring consultation calls upon Client's request
- Maintenance of existing middleware/configurable integrations – does not include maintenance of custom built integrations.

LASERFICHE ADMINISTRATION SERVICES: LEVEL 2

Level 2 includes the benefits of Level 1, but additionally provides the ability for MCCi to maintain complex business processes, which requires knowledge transfer and maintenance of that knowledge.

- Maintenance of MCCi/Client configured complex business processes – The Application Support Analyst can maintain MCCi or Client configured complex business processes. For example: minor tweaks, updates due to upgrades, process improvements, etc.
- Annual Review of business process configurations

CLIENT RESPONSIBILITIES FOR LEVEL 1 & LEVEL 2

- Configuration/maintenance of backups and any general network, security, or operating system settings outside of Laserfiche
- Management and creation of retention policies related to Records Management Module
- Providing an IT contact (internal or third-party) for MCCi to work with as necessary
- Create/provide process diagrams (and any other necessary paperwork/examples)
- Providing remote access capabilities as needed. If the Client requests MCCi to have unattended access, the Client assumes all responsibility for the related session(s). The Client will work with MCCi to set up user profiles, user tags, etc. to allow desired security rights/access.

**For more complex Forms, Workflow, and Transparent Records Management configurations, please discuss a Business Process Configuration Service with your Account Executive.*

THE TRAINING CENTER FOR LASERFICHE

MCCi's Training Center for Laserfiche annual subscription provides an easy, cost-effective way for all users in your organization to access over 500 Laserfiche training videos.

BENEFITS

- 24/7 access to on-demand Laserfiche training videos and other resources
- Reduction in training expenses
- Caters to all skill levels from Basic Users to Advanced System Administrators
- Unlimited access for your entire organization
- User determined schedule and pacing
- Reduction in internal support and increased user productivity
- Increased efficiency through improved internal usage/adoption
- Instant/budgeted training available in the case of employee turnover
- Enhance your organization's internal Laserfiche training program

**The Training Center subscription gate is based on Laserfiche full and retrieval users.*

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LASERFICHE LICENSING GUIDE

To determine which platform/license are applicable, please refer to the pricing section.

LASERFICHE PLATFORM ARCHITECTURE			
	Avante	Rio	Subscription
Application Servers	1	Unlimited	Unlimited
Repositories	1-15 (1 included)	Unlimited	Unlimited
Database Options	SQL Express, SQL, Oracle	SQL, Oracle	SQL
Web Admin Console	Included	Included (Directory Server)	Included (Directory Server)
FULL USE ACCESS LICENSES			
	Avante	Rio	Subscription
Full Named Users	Minimum of 1	Minimum of 25	Minimum of 10
Workflow	Included	Included	Included
Snapshot	Included	Included	Included
Email	Included	Included	Included
Web Access	Included	Included	Included
Mobile Access	Included	Included	Included
Digital Signatures	Add-on Option	Included	Included
Audit Trail	Add-on Option (Starter, Standard, Advanced)	Included (Advanced)	Included (Advanced)
Scan Connect	Add-on Option	Add-on Option	Add-on Option
Connector	Add-on Option	Add-on Option	Included
Forms Essentials *	Included with v10.2.1+	Included with v10.2.1+	Included with v10.2.1+
Forms Professional **	Add-on Option	Add-on Option	Included
LIMITED USE ACCESS LICENSES			
	Avante	Rio	Subscription
Retrieval Named Users	Not Available	Minimum of 200	Not Available
Forms Authenticated Participants ‡	Add-on Option	Add-on Option	Not Available
Participant Users (Subscription)	Not Available	Add-on Option	Add-on Option
Community Users (Subscription)	Not Available	Add-on Option	Add-on Option
Education Users (Subscription)	Not Available	Add-on Option	Add-on Option
Process Users (Subscription)	Not Available	Add-on Option	Add-on Option
MODULE BASED LICENSES			
	Avante	Rio	Subscription
Import Agent	Add-on Option	Add-on Option	Included
Public Portal (WebLink) †	Options: Web Distribution (5), Starter (10), Standard (25), Midsize (50), Unlimited	Options: Pilot (25), Unlimited (1, 2 or Unlimited Laserfiche Application Server(s))	Options: 25, 50, 100, Unlimited (Per Laserfiche Application Server)
Records Management	Add-on Option	Add-on Option	Included
Quick Fields ††	Add-on Option	Add-on Option	Included
Forms Portal	Add-on Option	Add-on Option	Add-on Option
Enterprise Forms Portal #	Add-on Option	Add-on Option	Not Available

† Public Portal is licensed per Laserfiche Application Server; Web Distribution version only comes with 1 security profile

†† Quick Fields is licensed per machine rather than per user. Multiple Quick Fields modules/options are available dependent upon platform.

Enterprise Forms Portal allows for Forms Portal to be activated on more than one Laserfiche Forms Application Server

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LASERFICHE DEFINITIONS

LASERFICHE WORKFLOW

Automates business processes, such as approvals, routing based on conditions, or database integrations, improving consistency with how records are filed in Laserfiche.

LASERFICHE SNAPSHOT

Print directly into Laserfiche, capturing a "snapshot" of the electronic file at the time. These files are saved in TIFF format, an unalterable image.

LASERFICHE EMAIL PLUG-IN

Allows instant electronic document distribution via standard MAPI-compliant e-mail applications. This feature is included in every Full User and Retrieval User license.

LASERFICHE WEB ACCESS

A web-based thin client, offering virtually all document management capabilities of the standard Laserfiche interface. Web Access allows your IT staff to roll out high-volume Laserfiche access and version updates without increasing your organization's application support burden. Web Access also includes access to Laserfiche Mobile and the Laserfiche SharePoint Integration resources.

LASERFICHE SHAREPOINT INTEGRATION

The SharePoint Integration (SPI) is built on the power of Laserfiche Web Access, a Section 508-compliant thin client that reduces installation, support, and maintenance requirements. The integration requires an on-premise installation of SharePoint.

LASERFICHE MOBILE/WEB ACCESS LIGHT

Let's organizations access the features of the Laserfiche Client through a smartphone or tablet. They can remotely capture, edit, and search for documents, interact with Laserfiche Forms and start/participate in a business process. Mobile is available for iOS, Windows, and Android devices. Laserfiche Web Access or Laserfiche Forms is required for any/all mobile access options.

LASERFICHE DIGITAL SIGNATURES

A way of indicating that a document signature is authentic and has not been modified since the signature was applied. Allows users to automatically sign and validate documents directly in the Laserfiche Client or Laserfiche Web Access.

LASERFICHE AUDIT TRAIL MODULES

- **Starter Edition:** Tracks basic events that occur in the repository and that involve accessing, modifying, or exporting data. Basic events include creating, editing, printing, or deleting documents, creating annotations, and assigning metadata.
- **Standard Edition:** Builds on the Starter Edition by tracking additional security/access-related events, and unsuccessful attempts to perform actions, such as failed attempts to access or print documents.
- **Advanced Edition:** All the functionality of the other two editions, and tracks more events including password changes, creation or modification of users and groups, and changes to repository-wide settings. It can also track all searches users perform, require users to enter reasons for performing certain actions, and automatically add watermarks to printed documents.

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LASERFICHE SCANCONNECT™

A collection of ISIS scanner drivers is included with Laserfiche ScanConnect. ScanConnect can be purchased as an add-on to both Laserfiche scanning and Quick Fields.

LASERFICHE FORMS

Laserfiche Forms allows organizations to create electronic fillable forms for collection and processing information. See the Laserfiche Licensing Guide for licensing options and descriptions.

Laserfiche Forms has flexible design options to meet your organization's needs. You can:

- Create custom forms from a library of field or selection elements.
- Utilize the Business process library includes (10.1+) a digital library of prebuilt form templates designed for easier process automation deployment
- Automate business processes for form data to follow, such as decision-making, emailing, or approvals (dynamic behaviors available with CSS and JavaScript).
- Role-based security is included to allow and restrict access to necessary functions for form submitters, reviewers, approvers, form creators, and system administrators.

Reporting tools allow different views of details on submitted forms such as:

- User view of details about all submitted forms.
- Approver "dashboard" of submissions awaiting approval.
- Administrator views of all submissions by form and approval status.
- Forms can be used internally or externally (with the appropriate licensing). Publication options include a login to forms system, public URL, secure URL, or embedded into a webpage.

Feature	Forms Essentials	Forms Professional
Business process and form creation functionality*	X	X
Operational Dashboard	X	X
View basic reports on process instances, tasks, and process data	X	X
Teams	X	X
Direct Approval through Email	X	X
Database Lookups		X
Performance Dashboard		X
Enhanced reporting with built-in data aggregation options such as count, sum, min, max, average, and median		X
Create advanced reports with data visualizations including charts and graphs		X
Payment Gateway (Compatible Payment Processor Account Required)		X

* Includes JavaScript/CSS, field rules, and form themes

LASERFICHE FORMS PORTAL MODULE

The Forms Portal license allows Form submission from unlicensed (public) users. Forms Portal is designed primarily for non-internal/public user submissions, therefore there is no Windows Authentication security validation provided. The users that access Forms through the Forms Portal can only submit forms (these users cannot participate in the business process after a form has been submitted). The Forms Portal is licensed to a specific Forms instance/server, rather than to the Laserfiche Application Server. Please note that if an organization desires to have a Forms Portal for internal users, as well as a Forms Portal for external users, and security protocol requires that these two Forms Portals reside on separate servers (one internal one external), Enterprise Forms Portal or multiple Forms Portal licenses are required.

LIMITED USE ACCESS LICENSES

Laserfiche offers limited use and more affordable licensing options for clients in need of only a subset of modules/features for a particular use case and/or group of users.

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RETRIEVAL NAMED USERS

For users in need of read-only repository access. The Laserfiche email plug-in is included and access is available through the Laserfiche Client or Laserfiche Web Access.

LASERFICHE FORMS AUTHENTICATED PARTICIPANTS

For users who do not have the need/budget for a Full Named User License/Forms Professional license but do have the need for authenticated access to submit forms and participate in forms approval processes. Note: In the Avante platform, a Forms Authenticated Participant license is required for each Forms Server that the user needs to submit to, whereas with the RIO platform Laserfiche Directory Services authentication can be configured/ utilized to avoid the need for additional licensing per user.

SUBSCRIPTION LASERFICHE PARTICIPANT USERS

For employees in need of read-only repository access and the ability to participate in forms processes.

SUBSCRIPTION LASERFICHE COMMUNITY USERS

For non-employees and non-contractors. Provides read-only repository access and ability to participate in forms processes (i.e. Vendor Management).

SUBSCRIPTION LASERFICHE EDUCATION USERS

For accredited educational institutions that meet the requirements listed. Licenses are reserved for the education community including faculty, students, alumni, and parents and guardians of students. Faculty includes professors (assistant, adjunct, associated, tenured), lecturers, and researchers. Provides read-only repository access and ability to participate in forms processes.

- Educational Institutions: Defined as an accredited school organized and operated exclusively for educational purposes. An accredited school must be:
 - A public or private K-12, vocational school, correspondence school, junior college, college, university, or scientific or technical institution accredited by associations recognized by the US Department of EDU and/or the State Board of EDU.
 - A preschool meeting all of the following:
 - is an early childhood program that serves a minimum of ten children ages two through five
 - has been in operation for at least one year provides educational services.
- Administrative Offices or Boards of Education:
 - A district, regional, or state administrative offices of public Educational Institutions.
 - Administrative entities organized and operated exclusively for the administration of private Educational Institutions
 - Other state or local government entities nearly all of whose activities consist of administrative support, of a nature that advances academic learning for public Educational Institutions
 - Administrative offices or boards of EDU of educational institutions: defined as district, regional, and state administrative offices of the foregoing educational institutions defined above
- Full and part-time faculty and staff of educational institutions:
 - Defined as all full and part time faculty and staff of educational institutions defined above
- Full and part-time matriculated students of higher education institutions:
 - Defined as full and part-time matriculated students of a higher education institution defined as a public or private vocational school, correspondence school, junior college, college, university, or scientific or technical institution accredited by associations recognized by the State Board of EDU and/or the U.S. Department of Education.

SUBSCRIPTION LASERFICHE PROCESS USERS

For employees in need of user authentication and read-only repository access. Deployment is handled by Laserfiche Directory Server (LFDS). Process Managers have all Laserfiche Forms functionality:

- Create forms and participate in forms processes
- Create, manage, edit, and administer workflow processes
- Create, edit, assign teams, members and, roles
- Create and view reports

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LASERFICHE IMPORT AGENT

Automatically retrieves files stored in a Windows folder and imports them into a Laserfiche repository, performing OCR as part of the process.

LASERFICHE PUBLIC PORTAL - WEBLINK™

The WebLink module publishes select documents in a Laserfiche repository to an intranet or the Internet in read-only form. Built on ASP .NET, WebLink can be customized to match the look and feel of an organization's Internet or intranet site.

LASERFICHE RECORDS MANAGEMENT

The Records Management module allows for managing the complete life cycle of records in Laserfiche to include retention schedule management, legal holds/record freezes, disposition and vital record management, etc.

LASERFICHE "QUICK FIELDS" (QF) BATCH PROCESSING TOOLS

High volume capture software that automates document import, classification, and indexing. Quick Fields transforms data capture from a costly and labor-intensive operation into an efficient process, improving the speed and accuracy of data capture. QF is a prerequisite for the following:

- **QF Bar Code Validation Package:** The Bar Code add-on reads bar codes on a specified page, identifying pages, populating fields, determine document names, or determining file location. Bar Code is very powerful when combined with Real Time Lookup. Supported barcode formats: Codabar, CODE 39, CODE 128, EAN 8, EAN 13, Interleaved 2 of 5, UPCA, and UPCE.
- **QF Real-time Look up Validation Package:** Lookup populates template fields and validates metadata by retrieving data stored in third-party databases and other applications.
- **QF Zone OCR Validation Package:** The Zone OCR (Optical Character Recognition) add-on will scan a specific zone on an image for text. The data returned by this process can be used for identifying pages, populating fields, determine document names, or determining file location.
- **QF Forms Alignment:** Automatically repositions scanned documents to match a master form, correcting for scanning errors and improving data extraction.
- **QF Document Classification:** Designed for clients who handle multiple forms and document types.
- **QF Auto Stamp/Redaction/Bates Numbering:** A document auto-numbering annotation option.
- **QF Optical Mark Recognition:** Detects handwritten information, including marks on surveys.
- **QF Agent:** Enables administrators to schedule QF processing without operator intervention.
- **QF Forms Identification:** Automatically recognizes the document based on its overall structure, even in the absence of bar codes, form data or other distinguishing information.
- **QF Forms Extractor:** Removes form outlines to isolate data for more accurate capture.
- **QF Scripting Kit:** Offers a QF script editor, allowing developers to write C# and VB.Net Scripts.

LASERFICHE PLUS™

Allows information stored in Laserfiche to be portable. When published by Laserfiche Plus files can be viewed by anybody, regardless of whether they have Laserfiche installed. This software prepares a copy of the Laserfiche files (images, text, electronic files, annotations, templates, and field data) for burning directly to your removable media or to a temporary directory. Choosing to publish to a temporary directory allows you to write it to your removable media at your convenience.

MCCI'S OCR SCHEDULER FOR LASERFICHE

A simple, effective, and efficient way to mass OCR documents in Laserfiche. It allows administrators to configure multiple OCR sessions and ensure OCR is being completed, without end user interaction.

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INTEGRATION DESCRIPTIONS

LASERFICHE CONNECTOR

Provides a streamlined experience for integrating Laserfiche with line of business applications such as CRM and ERP systems. Laserfiche Connector integrates easily through user-defined hotkeys and embedded icons.

Laserfiche Connector allows you to:

- Search results will automatically open in the Laserfiche Client, Web Access, or WebLink.
- Scan and automatically populate metadata with information from a third-party application.
- Import and automatically populate metadata with information from a third-party application.
- Connect two applications by allowing one of them to start the other (including the ability to pass parameters between them).
- Choose whether any of the above actions are activated from a keyboard shortcut, a button embedded in the application's title bar, or both.

LASERFICHE INTEGRATOR'S TOOLKIT (SDK)

Provides the tools and documentation necessary for customizing Laserfiche and integrating Laserfiche with other applications.

RATCHETX INTEGRATION

A configurable and robust middleware integration tool for Laserfiche. With a single click of a button, new documents can be added to Laserfiche from another application, and users can search Laserfiche directly from the applications they use most. The robust toolset it provides for accessing data from other applications (even the toughest proprietary systems), for use configuring the most common ECM integrations: Indexing, importing/scanning, and executing search queries. In addition, RatchetX provides the capability to create custom integration activities, such as populating a record in another system from the data extracted during the intake process in Laserfiche or looking up a record in another system from the Laserfiche interface itself (Bi-directional Integration).

LASERFICHE INTEGRATOR GP

Empowers Great Plains users to scan, search and link supporting documents in Laserfiche directly from the Great Plains menu bar.

LASERFICHE INTEGRATOR AUTOCAD

Allows you to store AutoCAD drawing files or associated documents in Laserfiche, including embedded cross reference files, directly from the AutoCAD menu. Launch Laserfiche scan or search modules using the drawing file for template or search criteria or create a Laserfiche document template using the fields from any AutoCAD drawing title block with a single click.

LASERFICHE ENERGOV INTEGRATION BY MCCI

The Laserfiche EnerGov integration offloads the storage of documents from EnerGov to Laserfiche. This allows users to seamlessly store documents that would normally be saved in EnerGov, directly to their Laserfiche system. The integration makes use of the native EnerGov interface for attaching documents. The integration also allows meta-data associated with the EnerGov record to be tied to the entry in Laserfiche. Users wishing to view uploaded documents can do so through the existing EnerGov interface. Please see "Client Deliverables" for other features available/dependent on EnerGov configuration settings. Each of the following areas are available in the integration configuration settings:

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- EnerGov Application
- EnerGov Business
- EnerGov Business License
- EnerGov Citizen Request
- EnerGov Code Case
- EnerGov Inspections
- EnerGov Invoice
- EnerGov Inspection Case
- EnerGov Payment
- EnerGov Plan
- EnerGov Permit
- EnerGov Permit Renewal case

Platform and Licensing Requirements

The EnerGov integration can operate by using two different Laserfiche user licensing options.

- Recommended: Utilization of Laserfiche "Keyed Integrator's License for EnerGov", which allows for up to 25 (higher volume packages can be purchased) concurrent connections to Laserfiche. This is the Laserfiche licensing approach recommended. Note that the Keyed Integrator's license is only available for the Laserfiche Avante or RIO platforms.
- Utilization of current Laserfiche licensing:
 - a. Laserfiche Avante or RIO platforms: A single named user can be used to connect to the Laserfiche server. This user is limited to four concurrent connections at a time, and is the max amount allowed with Laserfiche Avante and RIO platforms;
 - b. Laserfiche Classic (Team or United) platforms: A user account can be used to connect to the Laserfiche server, however it will potentially consume all available concurrent licenses and limit the use of Laserfiche outside of the EnerGov integration. It is recommended that the client upgrade to the Avante or RIO platform, rather than take the risk of utilizing the integration and not having control of license consumption within the Laserfiche Classic (Team or United) platform.

EnerGov Compatible Platforms: The Laserfiche EnerGov Integration is compatible with EnerGov On-Premise currently. A future release is planned for the EnerGov Cloud platform.

EnerGov Licensing Requirements: EnerGov clients must confirm with EnerGov, their ownership of the needed SDK, API, and/or general EnerGov licensing requirements related to this integration.

ESRI ARCGIS INEGRATION OPTIONS

GEODOCS

This is a robust GIS integration that is developed and maintained by a MCCi partner. It is a web-based software that seamlessly integrates ESRI ArcGIS Server and Laserfiche. Utilizing robust search capabilities, users of GeoDocs can access digital documents stored in a Laserfiche repository from within the web-based GIS program and vice versa, access spatial information stored in a GIS from within the Laserfiche web client.

ARCGIS® INTEGRATION FOR LASERFICHE

This is a basic ArcGIS (10.1 or higher) integration that is developed and maintained by a MCCi partner. It allows for easy interaction between the ArcGIS interface and a Laserfiche repository, by allowing users to upload documents to Laserfiche straight from the ArcGIS interface and view any related documents/folders via Laserfiche Weblink or Laserfiche Web Access (requires Laserfiche licensing for Laserfiche Weblink or Web Access). The dynamic ArcGIS map will auto-populate, indicating which features on the map have documents associated with them in Laserfiche.

LT SYSTEMS LASERFICHE INTEGRATION

LT Systems Laserfiche Integration allows users of the LT Systems Court solutions to archive court related documents into Laserfiche. Users can launch Laserfiche scan or searching windows from LT Systems and bring data and documents directly into Laserfiche while capturing metadata in LT Systems. Additionally, there is an

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automated service that archives Warrants as single documents with the associated metadata, directly from LT systems to Laserfiche.

LASERFICHE INTEGRATION WITH DOCUSIGN

The Laserfiche Integration with DocuSign enables users to initiate a signing process from within Laserfiche Web Access. Users may select the type of signing process they are initiating and attach documents that need to be a part of that process. Also, once the signing process completes, documents are imported back into the Laserfiche Repository from DocuSign as new versions of the un-signed document. Information captured during the signing process may be mapped to Laserfiche metadata fields.

**Note- Client is responsible for providing their own DocuSign license.*

LASERFICHE NEOGOV INTEGRATION BY MCCi

The MCCi Integration between Laserfiche and NEOGOV is a powerful tool that enables Personnel Records created in NEOGOV to be transferred seamlessly to a Laserfiche repository. To transfer records from NEOGOV to Laserfiche, users select the Applications or Onboarding documents they want to transfer, then simply click a "Send to Laserfiche" button in the NEOGOV interface.

The integration utilizes Restful Web Service APIs to automatically "upload" your NEOGOV documents from your cloud-based NEOGOV implementation to your Laserfiche repository, regardless of where the repository is located. To facilitate this transfer, this integration includes a configuration utility and Restful Web Service Endpoint that must be installed near your Laserfiche environment. This endpoint must be able to reach your Laserfiche server to store the record, while also being accessible over the public internet for the NEOGOV service to send the records to your environment.

The Laserfiche NEOGOV integration currently works with the NEOGOV Insight and Onboard modules.

Client Requirements:

- Client must have the NEOGOV Insight and/or Onboarding module(s) to make use of this integration.
- Client must have a named-user license allocated for this integration to use for uploading records.
- Client must give MCCi access to your Laserfiche environment to install our Common Web Service Endpoint.
- The listener Endpoint must be on a server that can be accessed by the NEOGOV Document Management Service and is often deployed to your DMZ environment.
- This listener service must be able to transfer received documents to your Laserfiche server over port 80 or 443.
- Client must separately procure and install their own SSL certificates to bind to IIS HTTPS endpoints, enabling encrypted transmission of HR documents from NEOGOV to Laserfiche.

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RECOMMENDED HARDWARE REQUIREMENTS

MCCI will provide necessary consultation upon request, as to the compatibility of current hardware with the Laserfiche System. Changes and recommendations will be made at the time of consultation. Please keep in mind that these are the minimum system requirements (see below) as recommended by MCCI and should be considered independently rather than collectively. Additionally, overhead for virtualization has not been factored in to these requirements. MCCI does not recommend any version of Windows that is approaching or is beyond the "End of Extended Support Date" specified by Microsoft.

Client/Scanning Station PC	OS	Windows 10 (32 or 64)
	CPU	2.8 GHz processor or faster
	Memory	4 GB RAM or more
	Communications	TCP/IP
Batch Processing Quick Fields Machine	OS	Windows 10 or Windows Server 2016 (32 or 64)
	CPU	2.8 GHz Processor or faster
	Memory	8 GB RAM or more
	Communications	TCP/IP
	High Volume Recommendation	Windows 10 with 8 GB RAM, Intel Core 2 Duo Processors 3.33GHz
Laserfiche Application Server	OS	Windows Server 2012 R2 or Higher
	CPU	4 Core Processor, 2.5 GHz Processor or better
	Memory	8 - 12 GB RAM
	Communications	TCP/IP
	Database	Requires 1 Database per Repository (See Database Server Section)
Image/File Server Storage	Typical usage factoring is 13,333 black/white standard size images per 1 GB. Clients typically use a Network Attached Storage (NAS), Storage Area Network (SAN), or a Local Storage Device.	
Laserfiche Workflow Server	OS	Windows Server 2012 R2 or Higher
	CPU	4 Core Processor, 2.5 GHz Processor or better
	Memory	8 GB RAM or higher
	Communications	TCP/IP
	Database Server	Requires 1 Database per Workflow Server (See Database Server Section)
Laserfiche Audit Trail Server	OS & IIS	Internet Information Services (IIS): IIS 7 (Windows Server 2008), IIS 7.5 (Windows Server 2008 R2), IIS 8 (Windows Server 2012), IIS 8.5 (Windows Server 2012 R2), IIS 10 (Windows Server 2016)
	CPU	Dual Core Processor, 2.5 GHz Processor or better
	Memory	4 GB RAM
	Communications	TCP/IP
	Local Storage	C:\ Drive with 40GB or greater available
	Database Server	Requires 1 Database per Repository (See Database Server Section)
Laserfiche Connector	OS	Windows Server 2012 (Service Pack 2 or Higher)
	CPU	2.93 GHz or Faster
	Memory	4 GB RAM
	Software Requirements	Laserfiche Server version 9.0 or later if using Laserfiche Connector with the Laserfiche Client Laserfiche Server version 8.3 or later if using Laserfiche Connector with Web Access Laserfiche Web Client version 10.2 or later to use the assign template and fields action, the import action, or the show search count option with Web Access.

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Web Module Server(s)	Required if	Installing "Web Access/Client" or Public Portal - "Weblink"	
	OS & IIS	Internet Information Services (IIS): IIS 7 (Windows Server 2008), IIS 7.5 (Windows Server 2008 R2), IIS 8 (Windows Server 2012), IIS 8.5 (Windows Server 2012 R2), IIS 10 (Windows Server 2016)	
	CPU	8 Cores 2.8 GHz or faster processor	
	Memory	8 GB RAM or more	
	Viewer	Web Browser (minimum versions): Laserfiche Web products operate most efficiently when using Internet Explorer 11 or later. Other supported browsers are Microsoft Edge, Firefox, Safari and Chrome	
		Clients are responsible for any additional security protocol setup/associated fees that are required to provide internal/external web access. An example would be setting up "Kerberos" for thin client active directory authentication or setting up VPN access to allow Laserfiche's iPad/iPhone applications to connect through the Web Access server.	Laserfiche Public Portal – Weblink Per Processor (Unlimited) licensing specifics: The Public Portal License allows unlimited connections per processor; however, a large number of connections may affect the Laserfiche application server performance (one processor can handle roughly 100 to 150 concurrent retrieval connections). The client must have one Public Portal License for each Laserfiche application server they desire to connect to, and the Public Portal license must be licensed by the appropriate number of processors, which is required to match or exceed the CPUs/processors on the Laserfiche application server that the Public Portal will connect to. For example, the client must have a dual-processor or multiprocessor Public Portal license in order to connect to a Laserfiche Application Server that has two or more processors. Public Portal View Only Licenses may only be used with Weblink; they are not available for other applications.
OCR Scheduler for Laserfiche	OS	Windows Operation Systems: 32 & 64 bit	
	Requirements	Laserfiche Version 9 Server or Higher (runs as a service), Laserfiche Version 9 Client or Higher.	
	Recommendation	1 dedicated Laserfiche Named User license	
Scanners	Must use ISIS drivers to be compatible with Laserfiche ScanConnect software. Scanner compatibility should be confirmed by referencing the most up to date Laserfiche published supported scanner list at: http://laserfiche.com/static/Resources/scanlist.html		
Laserfiche Forms	Laserfiche Server	Version 9 or higher, Avante or Rio licensing model	
	Web Server	Internet Information Services (IIS): IIS 7 (Windows Server 2008), IIS 7.5 (Windows Server 2008 R2), IIS 8 (Windows Server 2012), IIS 8.5 (Windows Server 2012 R2), IIS 10 (Windows Server 2016)	
	CPU	4 Core or more	
	Memory	8 GB RAM or more	
	Note	Hardware requirements may fluctuate based on the number of users logged in to the server. If you expect to have many simultaneous connections to your Laserfiche Forms server, we encourage you to configure it with a faster CPU and/or add more RAM.	
	Database Server	Requires 1 Database per Forms Server (See Database Server Section)	
	Client	Users can fill out forms that start a process in Chrome (latest version), Safari (Mac only), Firefox (latest version), Internet Explorer 11 and later, Edge, Opera. The Laserfiche Forms inbox, Form Designer, Process Modeler, Administrative pages, etc. must be viewed in Internet Explorer 11, Edge, Firefox (latest version), or Chrome (latest version). Laserfiche Forms also supports mobile browsing (Chrome, Firefox, and Safari recommended).	
Database Server	Concurrent Users	Cores	Memory
	25-100	4	32
	101-200	8-16	64
	201-1,000	16-32	64
	1,000+	32+	64+
	Database File Locations	It is recommended to follow Microsoft SQL best practices when installing and configuring for use with Laserfiche.	
	Versions	Microsoft SQL Server 2012 (Service Pack 2) and Higher. Oracle 10g (10.2.0.5+), Oracle 11g (11.1.0.7+), Oracle 11g R2 (11.2.0.1+), Oracle 12c. Note: Express editions of the above Microsoft SQL Server versions are supported but are only suitable for repositories of fewer than one million pages and five or fewer simultaneously-connected users. Larger or more frequently-accessed repositories will see significant performance issues when using Microsoft SQL Server Express.	

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Terms and Conditions

MCCI, a Limited Liability Company, which is duly organized and existing under the laws of the State of Florida, hereinafter referred to as MCCI, hereby offers the Laserfiche Software & Services according to the following terms and conditions:

1. LASERFICHE SOFTWARE PLATFORM UPGRADE

One year of LSAP must be purchased for new products when upgrading. LSAP of the original product will not be credited. However, remaining months of LSAP can be applied towards the new purchase of one year of LSAP for the new products. To receive any available software credit for prior platform software, the client must have an active LSAP (support/maintenance that has not expired). Credits are not available for moving to Laserfiche Subscription or Cloud licensing options from an alternative Laserfiche licensing model.

2. INTEGRATIONS

3rd party Laserfiche integrations or utilities may consume one or more Laserfiche user licenses depending on how the vendor designed and coded the integration. These additional licensing needs should be verified by the Client and considered in the user licensing purchased.

3. SOFTWARE ASSURANCE PLAN (SAP)

MCCI acts as 1st tier support and works with the manufacturer at a 2nd tier level when needed. MCCI's Software Assurance Packages include: access to software point release updates, telephone or email support for software related issues, 24-hour FTP and website access, technical bulletins, and newsletters. Adjustments in annual support rates may be made to coincide with current U.S. inflation rates; any increase will not exceed the cumulative increase in the Consumer Price Index (CPI) occurring since the last price increase. Annual support payment is due in advance of the renewal date. Reinstatement fees may apply if payment is received more than 30 days after the renewal date. Any updates requiring shipment of software require Client to pay shipping costs. For Laserfiche (all other software brand terms are based on manufacturer's policy) products:

- For net new systems, the support date is set 30 days after MCCI submits software order to Laserfiche.
- For platform upgrades, the support date is set immediately upon MCCI submitting software order to Laserfiche.
- For additional software, the support date is prorated to match the client's existing support date.
- All maintenance/subscriptions are prepaid and non-refundable.
- For Subscription Licensing (only applicable if Subscription licensing has been purchased)
 - Notice of non-renewal: 45-day written notice is required. If payment is not received prior to the expiration date, the Subscription software will no longer function.
 - Renewal of expired Subscription licensing: If a customer reactivates an expired Subscription account within the same calendar year, the customer will be charged a 1-month reinstatement penalty and the anniversary date will remain as the original anniversary date. If the reactivation of an expired account occurs a year or more after it has been expired, the customer will be charged a 1-month reinstatement penalty and will have a new anniversary date based on the date of purchase.

Clients may contact MCCI support via MCCI's Online Support Center, email (support@mccionnations.com), or telephone 866-942-0464. Support is available Monday through Friday (excluding major holidays) from 8 a.m. to 8 p.m. Eastern Time.

4. SOFTWARE PURCHASES AND SUPPORT RENEWALS

As your current Solution Provider of Record, Laserfiche policy dictates that MCCI, is the only Solution Provider that can download software licenses and activations for you. Unless you decide to cancel your contract with MCCI or work with Laserfiche to formally change your Laserfiche Solution Provider of Record, future software purchases, upgrades, and support renewals will be processed and provided solely by MCCI.

5. LASERFICHE RIO SHARED SERVICES PROVISIONS

The Host Entity is the owner of the Laserfiche licensing and is registered as such with MCCI and Laserfiche corporate. For Laserfiche corporate licensing rules, there can only be one licensed entity per Laserfiche Rio platform. Licensing is non-transferrable. Additionally, the Host Entity is responsible for cost allocation among the other entities that are utilizing its Laserfiche Rio Platform and for being the main point of contact for support provided through MCCI.

6. SERVICE LEVEL AGREEMENT (SLA)

MCCI's SLAs are offered as additional options to the Software Assurance Package. A SLA is required in some circumstances and offers the client escalated response times depending on the severity of the support issue, as well as extended support hours and many other additional benefits. The SLA documentation is readily available upon request. MCCI currently has two separate SLAs available:

- MCCI SLA: Level 2 – Infrastructure Hosting
- MCCI SLA: Level 3 – Application Support

7. MCCI SOFTWARE CUSTOMIZATIONS

The client may elect to contract with MCCI to customize the standard software. As standard software is upgraded, any customizations performed will require support and updates through our Integration Support Assurance Program (ISAP). ISAP must be current to receive updates to the integration at no additional charge. Otherwise, current hourly rates will apply. Upgrades to existing programs or the acquisition of new programs from vendors other than MCCI may affect customizations made to the software by MCCI. MCCI will not be held responsible if upgrades or changes made by the client or another vendor or application preclude the operation of MCCI's customizations.

8. MCCI SOFTWARE CONFIGURATION SERVICES

The client may elect to contract with MCCI to configure the software. The client is responsible for testing all software configurations completed by MCCI. By acknowledging this testing

requirement, the client waives any and all liability to MCCI for any fees, damages, etc. that could be related to software configurations.

9. TEST/EVALUATION SOFTWARE

Purchases/availability of test and/or evaluation software are dependent upon the manufacturer's current relative policies.

10. CLIENT SOFTWARE CUSTOMIZATIONS

The client may also choose to customize their software internally without MCCI's help. MCCI is not responsible for any damages caused by the client's customization of the software. MCCI will not be held responsible for correcting any problems that may occur from these customizations. Routine updates to the software may affect any customizations made by the client. If MCCI's help is required to correct/update any customizations made by the client, appropriate charges will apply.

11. CLIENT OWNED HARDWARE

With the exception of MCCI providing hosted infrastructure options for Laserfiche, MCCI does not support any client-owned hardware or any of the related services as part of this contract.

12. USE OF BASECAMP

Through the course of this project, MCCI may choose to utilize the third-party service Basecamp (<http://www.basecamp.com>) for project management and team collaboration. Documentation and correspondence exchanged between MCCI and The Client may be stored in Basecamp. The Client acknowledges that Basecamp is responsible for secure storage of this documentation, and agrees that Basecamp's security guidelines located at <https://basecamp.com/Security> are acceptable for the storage of The Client's data and correspondence exchanged with MCCI.

13. CLIENT INFORMATION TECHNOLOGY ASSISTANCE

For MCCI to excel in customer service, the client must provide timely access to technical resources. The client must provide adequate technical support for all MCCI installation and support services. If the client does not have "in-house" technical support, it is the client's responsibility to make available the appropriate Information Technology resources/consultant when needed.

14. SOFTWARE INSTALLATION

MCCI will install all software outlined herein. If additional software is needed to bring the site up to specifications, client will be billed accordingly.

15. PROFESSIONAL SERVICES RESCHEDULING/CANCELLATIONS

Travel Expenses: If the client cancels or reschedules an installation after MCCI has made travel arrangements, travel expenses may be incurred due to circumstances such as non-refundable airline tickets, hotel reservations, rental cars, etc.

Site Preparation: The Client site should be ready for installation according to specifications outlined within the Hardware section. If site is not prepared and results in cancellation, delays, or rescheduling of an installation after MCCI has made travel arrangements, the client may incur expenses due to circumstances such as non-refundable airline tickets, training/install charges, hotel reservations, rental cars, etc.

Project Delays: Requests made by the client to cancel/reschedule delivery of services will cause a delay in delivery of the services and the overall project. The client understands that MCCI will have to respect the timelines of other scheduled projects when rescheduling services due to a request made by the client.

16. ADDITIONAL SERVICES

As an additional service/product under this contract, MCCI can provide the following:

- Electronic Agenda and Legislative Management (Legistar) – MCCI offers the Granicus Legislative Management Suite (Legistar) and related services, which provides electronic automation and creation of agendas and minutes. Legistar is also integrated with Laserfiche.
- Scanning and Digital Conversion Bureau – MCCI offers scanning, indexing, and integration of hard copy documents and microfilm/microfiche with Laserfiche Software to provide the Client with the most powerful index retrieval search engine available.
- Open Records Request Solution (JustFOIA) – MCCI offers its JustFOIA solution to help agencies track open records requests. JustFOIA is a hosted solution that is user-friendly, affordable, and integrated with Laserfiche ECM.

17. AGREEMENT EXTENDED TO OTHER GOVERNMENTAL UNITS

MCCI agrees to allow any other Government agency to purchase items at the same terms, conditions, and pricing as this contract during the contract period. Minor changes in terms and conditions may be negotiated by MCCI and participating Government agencies. Any orders issued against this agreement shall be the sole responsibility of the Government agency placing the order. It is understood that the Client shall incur no financial responsibility in connection with any purchase by another Government agency.

18. LIMITED LIABILITY

Notwithstanding anything in this Agreement to the contrary, MCCI's total liability to the client for any and all claims, damages, or liability arising out of or related in any way to this agreement or the products or services being provided by MCCI to Client shall be strictly limited to the project fees paid to MCCI by the Client for the preceding 12-month period immediately preceding the event giving rise to the claim by the Client, and shall also be limited to the fees paid to MCCI for the particular service/product that the Client's claim was caused by or arose out of. (For example, if the Client is paying MCCI for both Laserfiche Product and Infrastructure Hosting Services, and the claim arises from an Infrastructure Hosting Services problem, then the liability limitation would be the 12-months fees paid for Infrastructure Hosting Services and would not include the fees paid for Laserfiche products.)

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19. INDEMNIFICATION

If MCCI or our affiliates (owners or partners), or any of our or their respective employees, agents, or suppliers (the "Indemnitees") is faced with a legal claim by a third-party arising out of your actual or alleged gross negligence, willful misconduct, violation of law, failure to meet the security obligations required by the Agreement, or violation of your agreement with your customers or end users, then you will pay the cost of defending the claim (including reasonable attorney fees) and any damages award, fine or other amount that is imposed on the Indemnitees as a result of the claim. Your obligations under this subsection include claims arising out of the acts or omissions of your employees or agents, any other person to whom you have given access to the Services, and any person who gains access to the Services as a result of your failure to use reasonable security precautions, even if the acts or omissions of such persons were not authorized by you. You must also pay reasonable attorney fees and other expenses we incur in connection with any dispute between persons having a conflicting claim to control your account with us or arising from an actual or alleged breach of your obligations to them.

20. FORCE MAJEURE

Neither party shall be liable for any delay or failure in performance due to causes beyond its reasonable control.

21. CLIENT FINANCIAL SOLVENCY/BANKRUPTCY

MCCI may require payment in advance for products and services in response to learning of financial solvency or bankruptcy issues.

22. NO HIRE CLAUSE

Client and MCCI agree that during the period that this agreement is in force, including extensions or modifications thereto, and for an additional 12 months following this period, neither Client nor MCCI will actively recruit or solicit employees, independent contractors of either company, or the employees of any of the other subcontractors who are on active payroll status and are currently participating in this program, without the prior written approval of the party whose employee or independent contractor is being considered for employment. This does not prohibit any employee from responding to or pursuing employment opportunities through normal media channels, (i.e. newspapers, professional journals, etc.) so long as it is not related to this particular program and that it is not an attempt to avoid the intent of the above restriction. If, during the term of, or within 12 months after the termination of the performance period of this agreement, client hires directly or indirectly contracts with any of MCCI's personnel for the performance of systems engineering and/or related services hereunder, client agrees to pay MCCI 125% of the fees paid to, or in favor of such personnel for one (1) year after such personnel separates from service with MCCI.

23. TERMINATION

The services provided in this agreement will be in full force and effect for a period of one (1) year from the execution date of the agreement, or from the initial software/maintenance subscription date (applicable only when such components are included). Thereafter, this agreement will be automatically renewed from year to year, provided that either party may alter or cancel the terms of this agreement upon 60 days written notice.

24. MARKETING & REFERENCES

Client agrees to allow MCCI to publicly announce the client's selection of MCCI for the specific solution(s), at the time of the client contracting with MCCI. Additionally, upon the client providing written consent, MCCI is authorized to publish and publicize testimonials and case study information pertaining to MCCI's work with the Client. This information, including the Client's organization name, logo, and contact information will be used in all media types.

25. MCCI TERMS & CONDITIONS FOR HOSTED INFRASTRUCTURE

These "Terms & Conditions for Hosted Infrastructure" are only applicable if Client contracts with MCCI to host infrastructure for its Laserfiche Solution.

In the event that Client contracts with MCCI for Hosted Infrastructure service, there are additional contract terms applicable to these services, which are contained in "MCCI SLA: Level 2 – Infrastructure Hosting" The MCCI SLA: Level 2 – Infrastructure Hosting terms are available upon request.

Subscription Term, Fees, Payment, and Termination of Services

Subscriptions for hosted infrastructure are for no less than a one (1) year period and can be prorated to match Laserfiche software/subscription renewal dates. The term starts when access is provided. For new implementations, the Laserfiche software/subscription order process and start date of renewal periods may be aligned to match the hosted infrastructure subscription start date. The one (1) year period automatically renews, unless the client provides written notice 90 days in advance. You may terminate this Agreement for convenience at any time upon 90 days advance written notice.

- **Fees Increases:**
 - Adjustment to fees related to an increase in the level of service requested/authorized by the client will be made at the time of such changes in service becoming available to the client.
 - Third-Party License Fees – In the event that a third-party license provider increases the fee they charge MCCI's hosting partner for your use of such license, we will

increase your fees by the same percentage amount, provided we notify you in writing at least 90 days before the effective date of the price increase. Adjustments in subscription rates may be made to coincide with current U.S. Inflation rates; any increase will not exceed the cumulative increase in the Consumer Price Index (CPI) occurring since the last price increase. Note that for renewals of terms that are one (1) year or more in length, MCCI will not increase fees more than once over a 12-month period. In the event that the client has a renewal term of less than one (1) year (examples would be quarterly or monthly), fees can be increased at any time and by any amount, upon 90 days advance written notice.

- **Payment:** Payments are due according to the terms specified on the invoice and always prior to the subscription expiration date. Late payments are subject to fees, as well as suspension of services.

Terms specific to different hosting options

A. Infrastructure Hosting with Managed Services

MCCI offers server instances to clients that would rather not acquire the physical or virtual infrastructure themselves and who desire to have a fully managed solution. MCCI offers these services through its award-winning partner Rackspace. MCCI offers AWS, Azure, or Rackspace hosted infrastructure, as well as fully Managed Service options, all through its partnership with Rackspace.

The client acknowledges the following terms, conditions, and limitations (and accepts that MCCI's liability and responsibility is limited by the following):

- Rackspace's Acceptable Use Policy found at: <http://www.rackspace.com/information/legal/global/aup>.
- Client shall have no rights against Rackspace in connection with the Hosting Services sold by MCCI.
- Prohibition of high-risk use: The client may not use the hosting service in any situation where failure or fault of the hosting services could lead to death or serious bodily injury of any person, or to physical or environmental damage. For example, you may not use or permit any other person to use the hosting services in connection with aircraft or other modes of human mass transportation, nuclear or chemical facilities, or medical life support devices.
- Microsoft license terms, if applicable: <http://www.rackspace.co.uk/legal/microsoft-license>.
- MCCI does not promise that the services will be uninterrupted, error-free, or completely secure. You acknowledge that there are risks inherent in internet connectivity that could result in the loss of your privacy, Client Data, Confidential Information, and property.
- MCCI is not liable to you for lost data unless and to the extent you purchase data backup services, and we fail to provide the backup services as agreed. If you purchase backup services, you release MCCI from liability for loss of data to the extent the data has changed since the time that we were last required by the Agreement to perform a backup.

B. Infrastructure Hosting Only (No Full Managed Service Option)

MCCI offers "Docs on The Cloud" server instances to clients that would rather not acquire the physical or virtual infrastructure themselves. MCCI offers this service through a partner (Gordon Flesch Company, Inc.). They are the leading provider of hosted Laserfiche server instances. Unless noted otherwise, Docs on The Cloud server instances are hosted in "Amazon Web Services" (AWS) and include the creation, maintenance, and upgrades of purchased virtual machines, maintenance of operating system software, and daily backup snapshots of the hosted infrastructure. The client acknowledges the following terms, conditions, and limitations (and accepts that MCCI's liability and responsibility is limited by the following):

- MCCI: Initial installation of Laserfiche software components and ongoing application of Laserfiche upgrades if client subscribes to MCCI's Managed Services or Laserfiche Administration Services package. MCCI also serves as 1st tier for support issues and handles all billing related to the service.
- Client: Serves as server and database administrator and maintains all non-Laserfiche and non-operating system applications, including required database software acquisition, installation, maintenance, upgrades, and database maintenance routines.

The client acknowledges and accepts the published AWS Service Level Agreement, Customer Agreement, and Customer License Terms and acknowledges and accepts that MCCI extends the same terms to the client, which will always be limited to the most recent published AWS terms and conditions:

AWC EC2 SLA: <https://aws.amazon.com/ec2/sla/>

AWS Customer Agreement: <https://aws.amazon.com/agreement/>

AWS Customer License Terms: https://www.gflesch.com/hubfs/Gordon-Flesch-Site/Terms_and_Services_Documents/AWSResellerCustomerLicenseTerms.pdf

- MCCI does not promise that the Services will be uninterrupted, error-free, or completely secure. You acknowledge that there are risks inherent in internet connectivity that could result in the loss of your privacy, Client Data, Confidential Information, and property.
- MCCI is not liable to you for lost data unless and to the extent you purchase data backup services, and we fail to provide the backup services as agreed. If you purchase backup services, you release MCCI from liability for loss of data to the extent the data has changed since the time that we were last required by the Agreement to perform a backup.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MARCH 25, 2019**

Terms and Conditions Amendments –Colorado County

1. Any disputes between the parties to this Agreement concerning the subject matter of this Agreement shall be submitted for resolution to a court of competent jurisdiction in Colorado County, Texas.
2. It is expressly agreed and stipulated that this contract be deemed to have been made and to be performable in the State of Texas. All questions concerning the validity, interpretation, or performance of any of its terms or provisions, or of any rights or obligations of the parties hereto, shall be governed by and resolved in accordance with the laws of that jurisdiction.
3. Colorado County shall not be liable or responsible for, and shall be saved and held harmless by MCCI from and against any and all suits, actions, losses, damages, claims, or liability of any character, type, or description, including all expenses of litigation, court costs, and attorney's fees for a legal claim by a third-party arising out of MCCI's actual or alleged gross negligence, willful misconduct, violation of law, failure to meet the security obligations required by the Agreement, or violation of any agreement with your customers, end users or the public, arising out of, or occasioned by, directly or indirectly, the performance of MCCI under this agreement, including claims and damages arising in whole or in part from the negligence of MCCI.
4. The services provided in this agreement will be in full force and effect for a period of one (1) year from the execution date of the agreement, or from the initial software/maintenance subscription date (applicable only when such components are included). Thereafter, this agreement will be automatically renewed from year to year, provided that either party may alter or cancel the terms of this agreement upon 60 days written notice.

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MARCH 25, 2019

Submitted by: **MCCi, a Limited Liability Company**

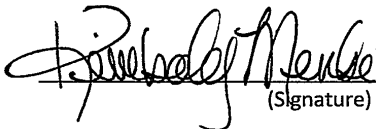
Date: **March 21, 2019**

By: _____
(Signature)

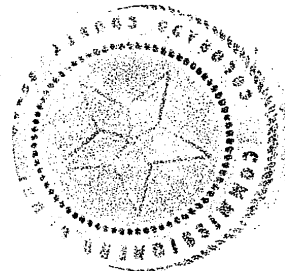
(Printed Name & Title)

Noted Items Accepted by: **COLORADO COUNTY, TX**

Date: **March 25, 2019**

By: 
(Signature)

Kimberly Menke, County Clerk
(Printed Name & Title)



**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MARCH 25, 2019**

- _13. Consignment Agreement with Duncan Auctioneers to auction county property on May 4, 2019 at 927 Kirtley Road in Smithville.

Judge Prause stated that we have a Consignment Agreement to be approved and a

Legal Notice that will be published in the newspapers on April 24/25.

Motion by Commissioner Hahn to approve Consignment Agreement with Duncan

Auctioneers to auction county property on May 4, 2019 at 927 Kirtley Road in Smithville;

seconded by Commissioner Gertson; 5 ayes 0 nays; motion carried, it was so ordered.

(See Attachment)

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MARCH 25, 2019

DUNCAN AUCTIONEERS
PO BOX 308 HWY 16 N
LLANO, TX 78643
325-247-5281

CONSIGNMENT AGREEMENT

The undersigned consignor hereby consigns the material and property listed on the attached schedule to DUNCAN AUCTIONEERS CONSIGNEE, for the purpose of selling property at public action at LA GRANGE, Texas, on the 4 day of MAY 2019 and consignor agrees to make timely delivery of the consigned property to the place of sale.

DUNCAN AUCTIONEERS, in consideration for selling said property, shall receive a commission on such sale of 10-23% of the gross sales price, to be deducted therefrom; and DUNCAN AUCTIONEERS, shall be allowed fifteen (15) banking days from the date of the sale before settlement with consignor to allow time for collection and clearance of checks and drafts. If consigned property is not paid for in the day of the sale, then in that event such property shall be deemed as not sold and still belongs to the consignor.

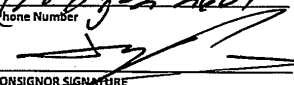
Consignor agrees to deliver good and marketable title to all consigned property, and represents that said property is not affected by any security agreement nor subject to any liens or mortgages of any kind or character and consignor agrees to indemnify DUNCAN AUCTIONEERS, its successors or assigns, against any and all losses or damages resulting or occasioned in any way by or from any defects in the title thereto. In the event consignor should desire to consign any property affected by any liens, mortgages or security agreements, special arrangements shall be made in writing with consignee for the sale of property so encumbered. When requested by consignee, consignor agrees to furnish evidence satisfactory to consignee of good title to any consigned property.

Consignee shall not be responsible for fire, theft, hail, wind storm, or water damage of any nature, or collision or upset of any other nature that could possibly occur to the consigned property. Consignee does agree to use all reasonable care to avoid any of the above mentioned from happening. If consignor does not pick up unsold property, consignor gives DUNCAN AUCTIONEERS permission to re-sell at next auction.

If you have an unresolved complaint with this Auction Company, it should be directed to:
Texas Department of Licensing and Regulation
PO Box 12157
Austin, Texas 78711
512-463-6599

Date: 3-25-19

Duncan Auctioneers, Consignee

Ty Prause
Consignor's Name Printed
1400 Spring St,
Consignor Mailing Address
Columbus, Tx. 78934
City/State/ZIP
(979) 732-2604
Phone Number

CONSIGNOR SIGNATURE

The location of the auction this year will be,
927 Kirtley Rd
Smithville, TX 78957

If you have any questions please give us a call @
325-247-5281

Commission Fees: under \$300.00 = 23%
Over \$300.00 = 10%

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING**

MARCH 25, 2019

LEGAL NOTICE

Colorado County will sell surplus or salvage property at public auction on May 4, 2019 at 10:00 a.m. Auction conducted by Duncan Auctioneers. Auction site is 927 Kirtley Road, Smithville, Texas 78957.

TO BE PUBLISHED IN APRIL 24/25 ISSUE OF THE BANNER PRESS, COLORADO COUNTY CITIZEN, EAGLE LAKE HEADLIGHT & WEIMAR MERCURY.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING**

MARCH 25, 2019

_14. Proposal from QT Petroleum on Demand (QTpod) to upgrade airport self-serve fuel system. (Kana)

Raymie Kana, County Auditor informed that next June of 2020, QTpod will be unable to update our antiquated dial up modems for those terminals for chip card acceptance.

Our current contract ends in May and they will issue a credit of \$1,995.00 for our current model. The new QTpod model with credit is \$14,745.00; \$7,300.00 is our part and \$7,300.00 will be the State's part.

Motion by Commissioner Wessels to approve proposal from QT Petroleum on Demand (QTpod) to upgrade airport self-serve fuel system; seconded by Commissioner Gertson; 5 ayes 0 nays; motion carried, it was so ordered.

(See Attachment)

MINUTES OF THE COLORADO COUNTY
 COMMISSIONER'S COURT REGULAR MEETING
 MARCH 25, 2019



4909 Nautilus Court North, Suite 109
 Boulder, CO 80301
 Ph: 303-444-3590 Fax: 303-444-8736

Quote No. _____

QT Pod Fueling Terminals

Representative

Name: Matt Duncan Phone: 303-962-3413
 Position: Sales Fax: 303-444-8736
 Department: Sales Division E-mail: mduncan@qtpod.com

Dates

First Contact: _____
 Quote Issued: 3/18/2019
 Accept/Reject: _____

Product/Service Name	Quantity	Price	TOTAL
QT Pod Model M4000 Self-Serve Fueling Terminal 1 hose control, wired ethernet capability/ Trade-in credit for M3000 return (Credit good until June 30, 2019)	1	\$14,995.00	\$14,995.00
Options			
DPI Module - for each additional hose point	1	(\$1,995.00)	(\$1,995.00)
	1	\$450.00	\$450.00
Cellular Kit (Optional if CAT 5 ethernet cable can't be run to terminal)	1	\$1,000.00	\$1,000.00
SHIPPING	1	\$295.00	\$295.00
		Sub Total	\$14,745.00
		TOTAL	\$14,745.00

Client

Customer: Raymie Kana Company: Colorado Co Airport
 Address: _____ State: _____
 City: _____ Email: raymie.kana@co.colorado.tx.us
 ZIP: _____ Fax: _____
 Phone: _____

Status

Established Client New Client Prospective Client

Office Use Only

Notes

*Quote valid for 60 days from issuance.
 Price does not include installation
 Cell Kit requires data plan through QT \$480/year
 Web-Based Steminder Subscription- \$945/year

Prices are subject to change without notice.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MARCH 25, 2019**



4909 Nautilus Court North, Suite 109
Boulder, CO 80301
888.412.5332 QTpod.com

Sunset of Support FAQ

Q: Why Is QTpod Sunsetting Service for my M3000? My unit still works fine.

A: There are multiple reasons why QT is ending support for older M3000 units on a rolling basis:

1. QTpod designs products to be rugged and last, which is why your unit is working fine. However, the M3000 was designed in 2002, so it utilizes older technology that is difficult to source and not compatible with many modern components. In fact, many of the components that populate the motherboards on the M3000 are no longer manufactured, so the only option in some cases is to source surplus parts in the secondary market.
2. The M3000 was designed in 2002 to operate on the telecommunications infrastructure which was common at the time, the copper analog network. The M3000 transmits data at a very slow rate, compared to today's speeds, and it does so without error correction. This worked fine on a well-maintained copper network. However, the issue today is twofold:
 - a. The telecom companies do not maintain the copper lines like they used to. This causes reliability issues for customers trying to send data over this network.
 - b. Much of the copper in this county is increasingly being replaced with digital and fiber lines. These lines were designed for speeds much faster than the slow modem speeds used by the M3000 and its competitors. This results in lost packets of data, which means failed authorizations and batches and no sales.
3. The liability shift for chip card acceptance goes into effect for automated fuel terminals like the M3000 in October of 2020. Due to the limited programming memory available on the M3000 and the antiquated nature of dial up modems, we will be unable to update those terminals for chip card acceptance which means you'll have greater liability for unauthorized transactions.

Q: Why purchase the M4000 now?

A: QTpod understands that evolving technology results in additional investments required by small and medium sized businesses. To help facilitate the transition to newer technology, we are offering limited time discounts to our customers when they return their old M3000.

While your unit may work fine, it is possible you will begin see some service degradation due to telecommunication issues or payment card authorization requirements. Additionally, with the scarcity of spare parts, you may not be able to keep you unit working in the event of a part failure.

MINUTES OF THE COLORADO COUNTY
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MARCH 25, 2019

Many of our customers report that their customers appreciate the new features on the M4000 that make it easy to use. For example, the large, sun light readable display, backlit key pad make the M4000 easy to use in any light conditions. You'll like too as with automatic software updates and anywhere/anytime access you'll have fewer visits to the terminal and more uptime to sell more product.

Q: Why reinvest with QT when I may have to replace the M4000 someday? A:

All equipment eventually has to be replaced. However, we designed the M4000 with the intention of being able to evolve with technology. We used a Windows operating system and peripherals with USB interfaces. We anticipate that with Windows you will be able to upgrade to a newer version. If a printer or card reader becomes obsolete, we can find dozens off the shelf with Windows drivers to easily integrate into the current design.

Plus, the M4000 has many new customer and user-friendly features that you and your customers will appreciate and make the M4000 a more useful terminal for providing self-serve fueling.

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

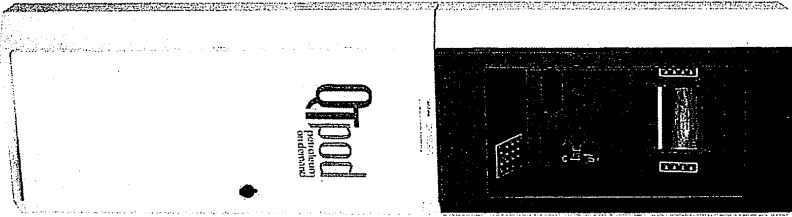
MARCH 25, 2019

QT POD M4000 Point of Sale



MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

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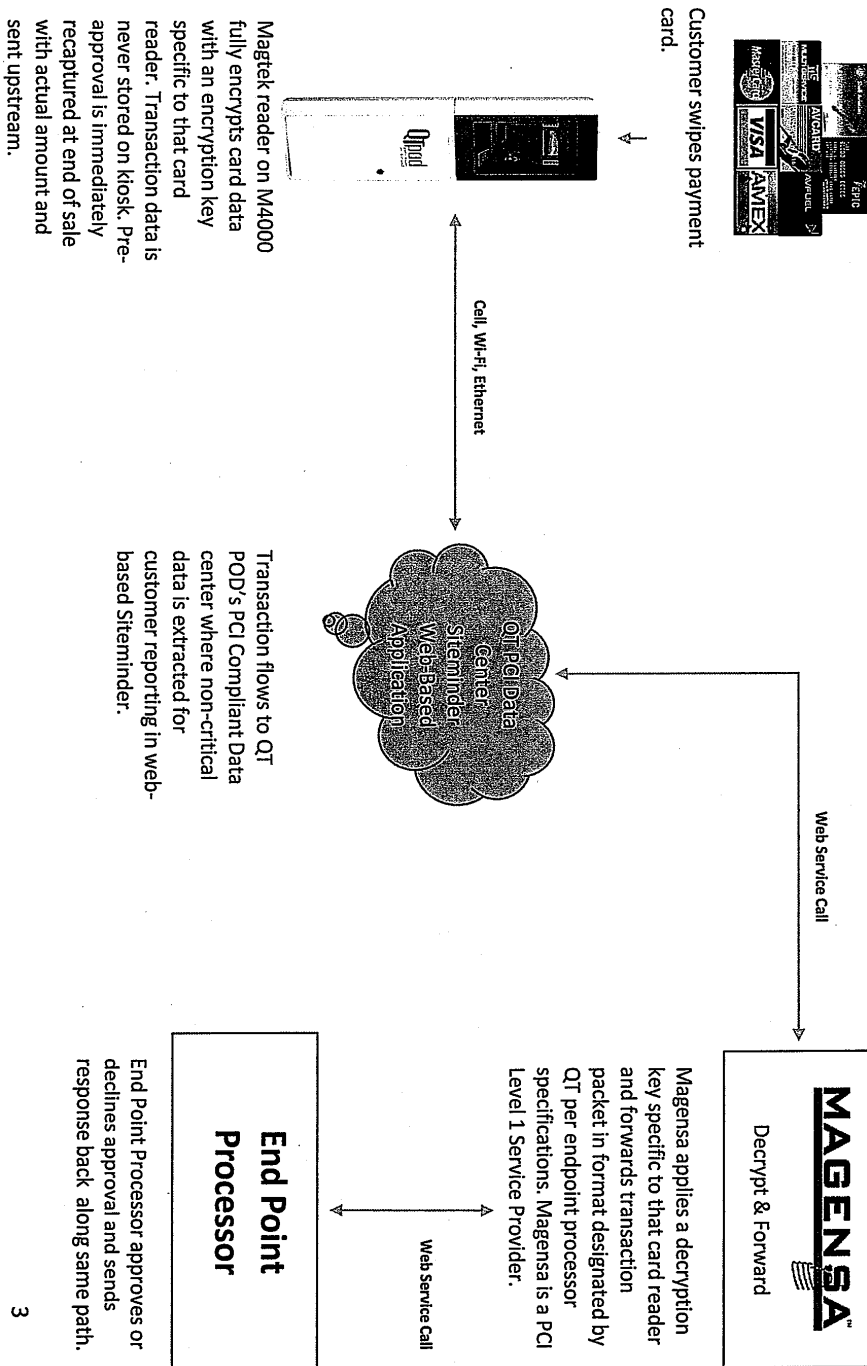
QT POD M4000 - The Next Generation in Fuel Management

- Improved communications- Ethernet, Wi-Fi & Cellular
- 8 pump control capability
- Reduced Card Fees with Qualified Processing on some networks
- Stainless steel construction provides longevity & a more attractive unit in the field
- Bright display visible in direct sunlight and eliminates sun damage
- Auto-dimming display and back-lit keypads for ease of use in low light conditions
- Encrypting card reader for better security – EMV to come
- Web-based fuel management allows access from anywhere
- Automatic software updates and cloud backup included
- Windows 10 based OS.



MINUTES OF THE COLORADO COUNTY
 COMMISSIONER'S COURT REGULAR MEETING
 MARCH 25, 2019

QT POD M4000 - Information Process Flow



MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

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QTPod M4000 – Key Advantages



MINUTES OF THE COLORADO COUNTY
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QTPod M4000 – Key Advantages



Communications

The new M4000 utilizes either wired Ethernet, Wi-Fi or cellular communications for card processing and communication with Siteminder, our fuel management software. Why is this better?

- The old analog phone network is deteriorating and the telecom companies have shown they have little interest in maintaining these lines in favor of their digital and fiber networks.
- This results in inconsistent quality of the old phone lines which can cause customers to have to swipe their card multiple times to get approvals as well as card settlement failures. This can delay payment for the merchant.
- Dial up authorizations can take up to 60 seconds. Authorizations on the M4000 are virtually instant.
- The Wi-fi and cellular options help reduce costs for installation as there is no need to trench and run communications wire.
- Ethernet and Wi-Fi, eliminate a monthly phone bill; the cellular option monthly plans are typically much less expensive than analog phone lines.
- When there are problems with analog phone lines, it can take weeks or months for them to locate the issue. This costs merchants time and money during that downtime. Providers typically repair cell towers and Internet issues within hours.
- The M4000 can be equipped with multiple communications methods and will automatically fail over to the back up if one communication method goes down. For instance, if your internet service goes down, the system can automatically fail over to cell for uninterrupted service.

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

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QTPod M4000 – Key Advantages



Hardware

- Stainless steel construction is weather durable and will not rust.
- 7" color display is 1000 nit brightness and has an anti-glare/anti-reflective coating that allows for perfect visibility in direct sunlight. The light sensor will dim this at night for easy viewing in low light conditions.
- All keypads are backlit ease of use at night.
- The new pump interface board allows for up to 8 hose positions, so you can control more fueling points without additional terminals.
- Fully encrypting card reader protects customers' card data and minimizes your PCI footprint as no unencrypted data is ever stored on the M4000 or in customers' facility.
- The German made thermal printer is exceptionally reliable and is designed to work in the harshest conditions. Fewer moving parts results in fewer failures.
- Most components utilize standard USB connections, so maintenance is simple. No special tools required.
- Most hardware components are at or near mil-spec temperature ranges.

MINUTES OF THE COLORADO COUNTY
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QTPod M4000 – Key Advantages



Software

- The new Siteminder program is entirely web based.
- Access fuel management from any computer or device, including Windows, Mac and tablets.
- No need to retrieve transactions from the terminal; when a transaction occurs at the M4000 it automatically pushes the data up to Siteminder in the cloud.
- The card processing logic is no longer in the M4000, it is in the web based Siteminder program. This means when new cards are added or there are processing changes, the customer no longer has to perform updates at the terminal. QT Simply makes those changes at the data center level and everyone is automatically updated.
- The customer no longer has to perform firmware updates at the terminal as well. When updates are available, QT simply pushes these updates to the terminal over the internet.
- All of our subscription packages now cover software updates, so customers no longer have to worry about paying additional fees for upgraded software.
- Siteminder being web based now makes for easier, seamless integration with 3rd party software platforms. We currently have exports for TAS, Total FBO, FBO Manager and MyFBO.
- The M4000 can allow customers to obtain better processing rates on some networks which increases their profitability.

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

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QTpod M4000 – Key Advantages



Support

- As the M4000 and Siteminder are now web based, QT now has greater flexibility when it comes to supporting the terminals.
 - QT Support staff can remote into any terminal and see exactly what the customer is seeing on the screen. This reduces miscommunication between the customer and QT support staff, resulting in more timely resolution of issues.
 - QT can reboot the system, check diagnostics and receive errors without the customer having to be at the terminal. No more standing in the rain to troubleshoot.
 - QT can remote in and see the inputs and outputs of the pump interface board functioning through a diagnostics utility rather than relying on the customer to tell us which lights are coming on.
 - Multiple alerts are being built into the system so that QT will receive alerts if certain issues crop up. In many cases we should be able to resolve them before the customer even knows there is an issue.

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
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Qtpod M4000 – Communications



MINUTES OF THE COLORADO COUNTY
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MARCH 25, 2019

QT POD M4000 - Wired Ethernet Communications



The M4000 comes standard to accommodate a wired ethernet connection. A wired ethernet connection is a very good option if certain conditions can be met as this provides a stable and consistent connection to the customers' network. This also avoids the increased cost of optional communication kits. However, there are several factors that may determine whether or not this is the best option.

1. A wired Cat 5 or Cat 6 cable has distance limitations of around 300 feet. Beyond that range, the signal begins to degrade and become less reliable. Some IT staff may be able to install boosters to push the signal further, but QT can not guarantee the reliability of this.
2. There may be financial or logistical restraints to pulling and ethernet line to the fuel island. In some instances, it may be the case that an existing phone line for an M3000 or competitor unit already in place terminates in the same location as the network panel. In such instances, the customer may be able to attach Cat 5 to the phone line and as they pull the phone line out, they pull the Cat 5 into its place. However, if the Cat 5 needs to terminate elsewhere it may be cost prohibitive or technically difficult to get the ethernet cable to the M4000.

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QT POD M4000 - Wi-Fi Communications



QT POD offers an optional Wi-Fi kit for \$500 MSRP that will allow the M4000 to access the web via the customer wireless network. This may be a good option for those customers who can't get an ethernet cable out to the system and do not want the additional cost of a cell plan. There are some factors to take into consideration if this route is chosen.

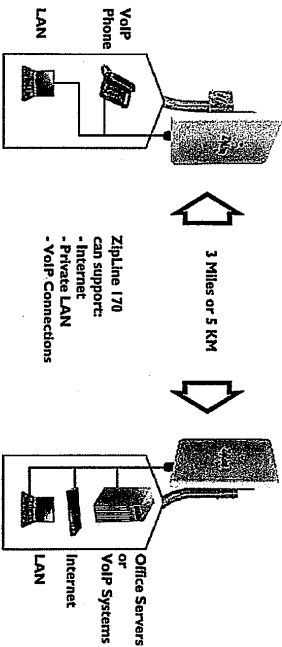
1. You will want to confirm that the customer can get a strong, consistent Wi-Fi signal at the fuel island. This can be affected by several factors such as:
 - Distance of the fuel island from the wireless router
 - Any obstacles between the router and the fuel island
 - Quality and reliability of the customer's wireless router
 - Quality and reliability of their internet service provider (ISP)
2. The customer's IT personnel may be able to utilize a commercially available outdoor wireless range extended to boost the Wi-Fi signal to the fuel farm area.

QT POD M4000 - Zipline Communications



For installations in which distance limitations prohibit the use of Cat 5 or Wi-Fi-communications, and the customer does not wish to incur the cost of a cellular plan, QT POD offers the Teletics Zipline. The Zipline system comprises of two, outdoor rated radio antennae that can wirelessly transmit an ethernet signal over 1-3 miles line of sight and retails for \$1200. The Zipline device essentially acts like a wired ethernet connection, but eliminates the need to physically run wire to the fuel island.

In a typical installation, one antenna is mounted at the M4000 and requires a 110VAC outlet. The other antenna is mounted where it can be wired into the customer's network. For proper operation, the Zipline needs a clear, unobstructed line of sight between the two antennae.



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QT POD M4000 - Cellular Communications



Cellular communications is the preferred method for use on the M4000. This is due to the ease of installation and the speed and high reliability of cellular networks. M4000s shipped with our optional cellular kit will come preconfigured with the wireless account provided by QT POD. The advantage of this is that there is literally no work for the installer to set-up a communications link for the M4000. Once the system is powered up, it automatically communicates with the nearest cell tower. This also provides a high degree of reliability as it does not interface with the customer's network. Therefore, if anyone makes changes to internet service providers or to their firewall, it will have absolutely no effect on the M4000.

QT POD's cellular kit is \$1000 MSRP. This also requires a Verizon unlimited data plan provided by QT POD for \$480/yr. This cellular plan is added to the customer's yearly service subscription.

Prior to choosing this option, it is advised that someone with a Verizon cellular plan check the signal strength at the fuel farm location.

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- _15. Appoint the County Judge as signatory to secure the most favorable agreement for electricity.
(Kana)

Raymie Kana, County Auditor informed our current contract ends in June of 2020.

Need to start looking and agreement goes through HGAC.

Motion by Commissioner Hahn to approve to appoint the County Judge as signatory to secure the most favorable agreement for electricity; seconded by Commissioner Wessels; 5 ayes 0 nays; motion carried, it was so ordered.

- _16. Budget Calendar for 2019 fiscal year. (Kana)

Raymie Kana, County Auditor presented the 2020 Budget Year Calendar to the Court for approval. The process starts June 1st and ends September 9th.

Motion by Judge Prause to approve Budget Calendar for 2019 fiscal year; seconded by Commissioner Kubesch; 5 ayes 0 nays; motion carried, it was so ordered.

(See Attachment)

**MINUTES OF THE COLORADO COUNTY
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COLORADO COUNTY, TEXAS BUDGET YEAR 2020 CALENDAR		RESPONSIBLE PARTY
DATE	ACTION	
June 1 to June 15	County Judge/County Auditor conducts preliminary review of budget requests	Budget Officer/County Judge County Auditor
June 1 to June 30	Commissioners court review budget requests	Commissioners Court
July 8	Departmental hearings (workshop) with commissioners court (if needed)	Commissioners Court County Auditor & Dept Head
July 8	Prepare estimated revenue and estimated surplus for each fund	County Auditor
July 8	Complete initial budget analysis	Commissioners Court
July 20	Chief Appraiser delivers certified appraisal roll to the County	Chief Appraiser
July 22	Calculate, publish and present to court the effective tax rate, rollback rate and calculation methods.	Appraisal District/Co Auditor
August 12	Prepare schedule of proposed salaries, expenses or allowances for elected county or precinct officials	Commissioners Court
August 12	Notify each elected county or precinct official of their salary, expenses or allowances (LGC 115.013 (c))	Commissioners Court
August 26	Grievance Committee Hearing may be called by an elected county or precinct official who is aggrieved by the setting of the officers' salary, expenses or allowances (LGC 152.016)	Any aggrieved elected or precinct official
August 12	Present proposed budget to Commissioners Court's workshop.	Budget Officer/County Judge
August 12	Complete proposed budget	Commissioners Court

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COLORADO COUNTY, TEXAS BUDGET YEAR 2020 CALENDAR		
DATE	ACTION	RESPONSIBLE PARTY
August 12	Meeting of Commissioners Court to discuss tax rate; if proposed tax rate will exceed the effective tax rate, take record vote and schedule public hearings (TAX 26.05(d)) & (SB18) (Public Hearings 8/26/19 & 8/29/19)	Commissioners Court
August 12	Publish "Notice of Public Hearing on Tax Increase" (1/4 page ad/notice in newspaper published at least seven (7) days before public hearing)(TAX 26.06 (a)(b)) & (SB18). If the county has a website, the notice shall be posted continuously for seven (7) days before the meeting (TAX 26.065 (a)(b) & (SB18) (Public Hearings 8/26/19 & 8/29/19)	Publish Notice (Publish on August 12)
August 26	File proposed budget with county clerk and make it available for public inspection at least 15 days prior to public hearing	Budget Officer/County Judge (LGC 111.006)
August 26	Commissioners Court sets or confirms date for public hearing on budget authorizing notice to be published in newspaper. Monday, September 9, 2019 at 9:00 am	Commissioners Court (LGC 111.0075 (a))
August 26	Publish "Notice of Public Hearing on 2020 Budget" 10-30 days before hearing (LGC 111.0075)	Commissioners Court (Publish on August 12)
August 26	Hold 1st Public Hearing on 2019 Tax Rate (SB18)	Commissioners Court
August 26	Publish in a newspaper of general circulation in the county a notice of any elected county or precinct officials' salaries, expenses or allowances that are proposed to be increased; and the amount of the proposed increase (LGC 152.013 (b)) (10 days prior to meeting)	Commissioners Court (Publish August 12)

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COLORADO COUNTY, TEXAS BUDGET YEAR 2020 CALENDAR		
DATE	ACTION	RESPONSIBLE PARTY
August 29	Hold 2nd Public Hearing on 2019 Tax Rate. Schedule and announce a public hearing to adopt 2019 Tax Rate. (3 to 14 days from this date) (TAX 26.06 (e)) & (SB18) (Meeting to adopt tax rate on 9/9/19)	Commissioners Court
September 9	Hold public meeting to set the salaries, expenses or allowances of the elected county or precinct officials (LGC 152.013 (a))	Commissioners Court
September 9	Hold Public Hearing on FY20 Budget (LGC 111.007 (a))	Commissioners Court
September 9	Meeting of Commissioners Court to adopt FY20 Budget (LGC 111.008 (a))	Commissioners Court
September 9	Meeting of Commissioners Court to adopt 2019 Tax Rate. The Commissioners Court must adopt a tax rate before the latter of September 30 or the 60th day after the certified appraisal roll is received.	Commissioners Court
	Dates and times are subject to change without notice!!!	

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- _17. Appoint Joyce Guthmann as Colorado County Investment Officer.**

Judge Prause congratulated Joyce on passing her test with a high score of 98.

Motion by Commissioner Hahn to approve to appoint Joyce Guthmann as Colorado County Investment Officer; seconded by Commissioner Gertson; 5 ayes 0 nays; motion carried, it was so ordered.

- _18. Adopt Investment Policy for 2019. (Guthmann)**

Joyce Guthmann, County Treasurer presented the revised Investment Policy for 2019 along with an amendment sheet. Joyce reported that she took out Money Market and Stocks and Bonds. At each meeting after the Investment Policy Agenda Item there will be an Affidavit for the Commissioners to approve and sign.

Motion by Commissioner Hahn to approve to adopt Investment Policy for 2019; seconded by Commissioner Gertson; 5 ayes 0 nays; motion carried, it was so ordered.

(See Attachment)

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Investment Policy Amendments

Page 5 Section III A-1 Removed Section 2256.009 (a) (1), Gov. Code. (Federal Home Loans)

Page 6 #2 Added -including obligations that are fully guaranteed or insured by the FDIC or by the explicit full faith and credit of the United States; Section 2256.009 (a) (2), Gov. Code.

#3 Added 2257.002 (5) (a)

#4 Removed words and other political subdivisions of any states.

#6 Removed the Money Market Mutual funds paragraph (**Risky**)

Page 7 Second paragraph-Added Section 22257.002 (5) (a)
Under B Second Paragraph-Added 2257.002 (5) (a) Gov. Code

Page 9 #4 Added -The County Depository contract shall comply with Chapter 2257 of the Government Code, Collateral for Public Funds, as required in the County's bank depository contract.

Page 10 - #6 Added #3 – Authorized Investments Gov. Code 2257.002 (5)(a)

Page 11 – D Added F. The financial institution will comply with County's Depository Written Contract.

Page 14 - #6 – Added C. Liability of Investment Officer/County Treasurer regarding Government Code 113.005.
Removed paragraph on the bottom of page 14 and page 15 regarding bonds and transactions between other organizations.

Page 15 – Added new affidavit on Colorado County Investment Policy

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Colorado County



Investment Policy

2019

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PREFACE

It is the policy of Colorado County that, giving due regard to safety and risk of investment, all available funds shall be invested in conformance with state and federal regulations, applicable requirements, adopted Investment Policy and adopted Investment Strategy.

Effective cash management is recognized as essential to good fiscal management. Aggressive cash management and effective investment strategy development will be pursued to take advantage of interest earnings as viable and material revenue to all County funds. The County's portfolio shall be designed and managed in a manner responsive to the public trust and consistent with this Policy.

Investments shall be made with the primary objectives of:

- Preservation of capital
- Safety of County funds
- Maintenance of sufficient liquidity
- Maximization of return within acceptable risk constraints
- Diversification of investments

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INVESTMENT POLICY

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I. PURPOSE

- A. **Formal Adoption**
This Investment Policy is authorized by the Colorado County Commissioners' Court in accordance with Chapter 2256, Texas Government Code, the Public Funds Investment Act, and Section 116.112, Local Government Code. A copy of the most recent version of the Public Funds Investment Act is attached hereto and incorporated by reference.
- B. **Scope**
This Investment Policy applies to all of the investment activities of the County. This Policy establishes guidelines for 1) who can invest County funds, 2) how County funds will be invested, and 3) when and how a periodic review of investments will be made.
- C. **Review and Amendment**
This Policy shall be reviewed annually by the Commissioners' Court. Amendments must be approved by the Investment Officer and adopted by the Commissioners' Court. Section 2256.005 (e), Gov. Code.
- D. **Investment Strategy**
All funds of Colorado County are invested by matching the maturity of investments with liabilities. Investments are made with the intention of holding to maturity, but with the ability to liquidate should funds be needed at any time.

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II. INVESTMENT OBJECTIVES

General Statement: Funds of the County will be invested in accordance with federal and state laws, this Investment Policy and written administrative procedures. The County will invest according to investment strategies for each fund as they are adopted by Commissioners' Court resolution. Section 2256.005(6) (2-3), Gov. Code.

A. Safety of Principal

The primary objective of all investment activity is the preservation of capital and the safety of principal in the overall portfolio. Each investment transaction shall first seek to ensure that capital losses are avoided, whether they be from security defaults or erosion of market value.

B. Maintenance of Adequate Liquidity

The investment portfolio will remain sufficiently liquid to meet the cash flow requirements that might be reasonably anticipated. Liquidity shall be achieved by matching investment maturity with forecasted cash flow requirements; investing in securities with active secondary markets, and maintaining appropriate diversification.

C. Yield

It will be the County's objective to earn the maximum rate of return allowed on its investments within the policies imposed by safety and liquidity objectives, investment strategies for all funds and state and federal law governing investments of public funds.

III. INVESTMENT POLICIES

A. Authorized Investments

Investments described below are authorized by the Public Funds Investment Act as eligible securities for the County. County funds governed by this Policy may be invested in:

1. Obligations of the United States or its agencies and instrumentalities.

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2. Direct obligations of the State of Texas, or its agencies or instrumentalities, including obligations that are fully guaranteed or insured by the FDIC or by the explicit full faith and credit of the United States; Section 2256.009 (a) (2), Gov. Code.
3. Other obligations, the principal and interest on which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities. Section 2256.009 (a) (4), Gov. Code and 2257.002 (5) (a).
4. Obligations of states, agencies, counties, cities having been rated as to investment quality by a nationally recognized investment rating firm and having received a rating of not less than "A" or its equivalent. Section 2256.009 (a) (5), Gov. Code.
5. Certificates of deposit issued by state and national banks and savings and loan associations domiciled in Texas that are: Section 2256.010 (1-3), Gov. Code.
 - a. guaranteed or insured by the Federal Deposit Insurance Corporation or its successors; or, secured by obligations that are described by 1-4 above, which are intended to include all direct federal agencies that have a market value of not less than 110% of the principal amount of the certificates or in any manner and amount provided by law for deposits of the County. Section 2256.010 (1-2). The County does not accept Adjustable Rate Mortgages (ARMs) or Collateralized Mortgage Obligations (CMOs) as collateral.
 - b. governed by a Depository Agreement (Contract) that complies with federal and state regulations to properly secure a pledged security interest; and,
 - c. solicited for bid orally, in writing, electronically, or any combination of those methods. Section 2256.005(c)(1-4) Gov. Code.
6. Eligible investment pools organized and operating in compliance with the Public Funds Investment Act that have been authorized by the Commissioners' Court; and whose investment philosophy and strategy are consistent with the Policy and the County's ongoing investment strategy.

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7. The County expressly prohibits any direct investment in asset or mortgage backed securities. The County expressly prohibits the acceptance for collateralized deposits, interest-only and principal-only mortgage backed securities and collateralized mortgage obligations with stated final maturities in excess of ten years or with coupon rates that float inversely to market index movements. Section 2257.002 (5) (a).

B. Protection of Principal

The County shall seek to control the risk of loss due to the failure of a security issuer or grantor. Such risk shall be controlled by investing only in the safest types of securities as defined in the Policy; by collateralization as required by law; and through portfolio diversification by maturity and type. Section 2256.005 (b) (2-3), Gov. Code.

The purchase of individual securities shall be executed "delivery versus payment" (DVP) through the County's safekeeping agent. By so doing, county funds are not released until the County has received, through the Safekeeping Agent, the securities purchased. Section 2256.005 (b) (4) (e), and 2257.002 (5) (a) Gov. Code.

1. Diversification by Investment Type

Diversification by Investment type shall be maintained by ensuring an active and efficient secondary market in portfolio investments and controlling the market and opportunity risks associated with specific investment types. It is the County's policy to diversify its portfolio to eliminate the risk of loss resulting from the concentration of assets in a specific maturity (except zero duration funds), a specific issuer, or a specific class of investments. County investments shall always be selected to proven stability of income and reasonable liquidity. Section 2256.005 (d) (5), Gov. Code.

2. Diversification by Investment Maturity

In order to minimize risk of loss due to interest rate fluctuations, investment maturities will not exceed the anticipated cash flow requirements of the funds. Maturity guidelines by fund are as follows:

- a. Operating Funds

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The weighted average days to maturity for the operating fund portfolio shall be less than 270 days and the maximum allowable maturity shall be no longer than two years and consistent with cash flow projections from each department not longer than two years. This applies to operating funds from all sources, traditionally associated with County government, which are not legally accounted for in another fund.

b. Surplus Funds

Monies not expended during a budget year but retained to meet future needs will have a maturity of no more than five years.

c. Construction and Capital Improvement Funds

The investment maturity of construction and capital improvement funds shall generally be limited to the anticipated cash flow requirement or the "temporary period," as defined by federal tax law. During the temporary period, bond proceeds may be invested at an unrestricted yield. After the expiration of the temporary period, bond proceeds subject to yield restriction shall be invested considering the anticipated cash flow requirements of the funds and market conditions to achieve compliance with the applicable regulations. The maximum maturity for all construction or capital improvement funds shall not be more than five years.

d. Debt Service Funds

Debt Service Funds shall be invested to ensure adequate funding for each consecutive debt service payment. The Investment Officer shall invest in such a manner as not to exceed an "unfunded" debt service date with the maturity of any investment. An unfunded debt service date is defined as a coupon or principal payment date that does not have cash or investment securities available to satisfy said payment.

e. Special Revenue Funds

Special revenue funds are legally restricted to expenditures for a particular purpose under the direction of a certain department. They may be invested in compliance with this

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Policy and all applicable laws, subject to cash flow requirements with maximum maturity not to exceed two years.

f. Registry and State Agency Funds

Registry and State Agency Funds are held by the County in a trustee capacity. All funds will be invested in compliance with the Public Funds Investment Act and the County's Investment Policy, except when a court order is issued to follow a different procedure. Agency funds are to be invested not to exceed 90 days. Registry funds maturity are not to exceed court order limits.

3. Ensuring Liquidity

Liquidity shall be achieved by anticipating cash flow requirements of the County consistent with the objectives of the Policy, through scheduled maturity of investments. A security may be liquidated to meet unanticipated cash requirements, to re-deploy cash into other investments expected to outperform current holdings, or otherwise to adjust the portfolio.

4. Depository Agreements

Consistent with the requirements of state law, the County requires all bank and savings and loan association deposits to be federally insured or collateralized with eligible securities. Financial institutions serving as county depositories will be required to sign a Depository Agreement with the County. The county depository contract shall comply with Chapter 2257 of the Government Code, Collateral for Public Funds, as required in the County's bank depository contract.

a. Allowable Collateral

Eligible securities for collateralization of deposits are defined by the Public Funds Collateral Act, as amended and meet the general constraints of this Policy.

b. Collateral Levels

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To compensate for increase or decrease in County deposits and fluctuation of market value of pledged collateral; the minimum market value of collateral will be 110% of County deposits. Deposits include: time deposits, interest bearing checking accounts, certificates of deposits, accrued interest and any other instrument deposited into County funds. The depository institution will daily monitor pledged collateral to ensure sufficient collateral to be in compliance with this Policy.

5. Safekeeping

a. Safekeeping Agreement

The County shall contract with a bank or banks for the safekeeping of securities either owned by the County as a part of its investment portfolio or as part of its depository agreements.

b. Safekeeping of Deposit Collateral

All collateral securing bank and savings and loan deposits must be held by a third-party banking institution acceptable to and under contract with the County, or by the Federal Reserve Bank.

6. Collateral or Insurance

a. The County Investment Officer shall insure that all County funds are fully collateralized or insured consistent with Federal and State law and the current Bank Depository Contract in one or more of the following manners:

- (1) FDIC Insurance Coverage;
- (2) Obligations of the United States or its agencies and instrumentalities.
- (3) Authorized Investments Gov. Code 2257.002 (5) (a)

C. Investment Evaluation Committee

An Investment Evaluation Committee consisting of the County Treasurer, County Auditor, County Judge, one (1) member of the Commissioners Court and one (1) member of the public appointed by Commissioners Court. Members shall demonstrate knowledge of expertise in the area of

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finance, cash management, or investments. The County Treasurer will serve as the Chair for the Committee. This committee will meet on an as needed basis to review investments made in the previous period, evaluate the possibilities of the present market situation, and address any questions or proposals relative to the Colorado County Investment Policy. These meetings are to focus on the direction of future investments and provide continual impact from the Commissioners Court to the Investment Officer regarding the course of Colorado County.

D. Investment Providers

Selection of Investment Providers will be performed by the Investment Officer. The Investment Officer will establish criteria to evaluate Investment Providers, including:

- a. Adherence to the County's policies and strategies
- b. Investment performance and transaction pricing within accepted risk constraints
- c. Responsiveness to the County's request for services, information and open communication
- d. Understanding of the inherent fiduciary responsibility of investing public funds
- e. Similarity in philosophy and strategy with the County's objectives
- f. The financial institution will comply with the County's Depository Written Contract.

Selected Investment Providers shall provide timely transaction confirmations and monthly activity reports.

A written copy of the Investment Policy shall be presented to any person offering to engage in an investment transaction with an investing entity. For purposes of this subsection, a business organization includes investment pools. Nothing in this subsection relieves the investing entity of the responsibility for monitoring the investments made by the investing entity to determine that they are in compliance with the investment policy. The qualified representative of the business organization offering to engage in an investment transaction with an investing entity shall execute a written instrument in a form acceptable to the investing entity and the business organization substantially to the effect that the business organization has:

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1. received and reviewed the investment policy of the entity;
and
2. acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the entity and the organization that are not authorized by the entity's investment policy, except to the extent that this authorization is dependent on an analysis of the makeup of the entity's entire portfolio or requires an interpretation of subjective investment standards.

The County shall not enter into an investment transaction with a business organization prior to receiving the written instrument signed by the qualified representative described above. Section 2256.006, Gov. Code.

Along with the signed affidavit, the business organization shall supply the County with the following:

1. Proof of institutional investment experience and references from public fund investment officers.
2. Proof of membership in good standing in the National Association of Securities, Inc.

At least on an annual basis, the Investment Officer and/or Commissioners' Court shall review, revise and adopt a list of qualified brokers that are authorized to engage in investment transactions with Colorado County. The list of qualified brokers will be provided to the Commissioners' Court. Section 2256.025, Gov. Code.

E. Responsibility and Controls

1. Authority to Invest

In accordance with Sec. 116.112(a), Local Government Code and/or Chapter 2256, Sec. 2256.005 (f) and (g), the Investment Officer, under the direction of the Colorado County Commissioners' Court, may invest County funds that are not immediately required to pay obligations of the County. The Commissioners' Court shall designate by resolution one or more officers or employees as Investment Officer. The governing body of the County retains ultimate responsibility as fiduciaries of the assets of the County. Section 2256.005(f), Gov. Code.

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It is the County's policy to provide training required by the Public Funds Act, Sect. 2256.008 and periodic training in investments for the County Investment Officer through courses and seminars offered by professional organizations and associations in order to insure the quality, capacity and currency of the County Investment Officer in making investment decisions.

2. Prudent Investment Management

The designated Investment Officer shall perform his/her duties in accordance with the adopted Investment Policy and internal procedures. In determining whether an Investment Officer has exercised prudence with respect to an investment decision, the investment of all funds over which the Investment Officer had responsibility; rather than the prudence of a single investment shall be considered. The Investment Officer acting in good faith and in accordance with these policies and procedures shall be relieved of personal liability. Section 2256.006, Gov. Code.

3. Standard of Care

The standard of care used by the County shall be the "prudent investor rule" and shall be applied in the context of managing the overall portfolio within the applicable legal constraints. The Public Funds Investment Act states:

"Investments shall be made with judgement and care, under circumstances then prevailing, that a person of prudence, discretion and intelligence would exercise in the management of the person's own affairs, not for speculation but for investment, considering the probable safety of capital and the probable income to be derived. Section 2256.006, Gov. Code.

4. Standard of Ethics

The designated Investment Officer shall act as custodian of the public trust, avoiding any transaction which might involve a conflict of interest, the appearance of a conflict of interest, or any activity which might otherwise discourage public confidence. The Investment Officer shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Additionally, the Investment Officer shall file with the Texas Ethics Commission and the County a statement disclosing any personal business relationship with an entity seeking to sell investment to the

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County or any relationship within the second degree by affinity or consanguinity to an individual seeking to sell investment to the County. Section 2256.005(I) (1-3), Gov. Code.

5. Establishment of Internal Controls

The County Auditor will maintain a system of internal controls over the investment activities of the County.

6. Investment Reporting and Performance Evaluation

A. Quarterly Report

In accordance with Government Code 2256.023, not less than quarterly, the Investment Officer shall prepare and submit to the Commissioners' Court, a written report of investment transactions for all funds for the preceding reporting period within a reasonable time after the end of the period.

B. Notification of Investment Changes

It shall be the duty of the County Investment Officer to notify the Commissioners' Court of any significant changes in current investment methods and procedures prior to their implementation, regardless of whether they are authorized by this policy or not.

C. Liability of Investment Officer

Investments shall be made with judgment and in the best interest of the County for the safety of capital and income to be derived. Investment of funds shall be governed by the following investment objectives, in order of priority; preservation and safety of principal, liquidity, and yield.

Although the County Investment Officer or County Treasurer cannot be held responsible for any loss of the county funds through the failure or negligence of a depository, Section 113.005 (a) Local Government Code.

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**Commissioners Court
County of Colorado**

**AFFIDAVIT
Colorado County Investment Policy**

On this the _____ day of _____ 2019, the Commissioners' Court of Colorado County, Texas considered the following resolution:

WHEREAS, the Public Funds Investment Act of Texas, Section 2256 requires the governing body to annually review, revise, and adopt the Investment Policy; and

WHEREAS, the Colorado County Commissioners' Court has reviewed the policy and hereby support the objectives and strategies of the policy; now therefore,

BE IT RESOLVED, that the Colorado County Investment Policy 2019 be adopted.

Adopted this _____ day of _____ 2019.

Joyce Guthmann, County Treasurer

Ty Prause, Colorado County Judge

Doug Wessels, Commissioner, Pct. 1

Darrell Kubesch, Commissioner, Pct. 2

Tommy Hahn, Commissioner, Pct. 3

Darrell Gertson, Commissioner, Pct. 4

ATTEST:

Kimberly Menke, Colorado County Clerk

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_19. Appoint Investment Committee for 2019. (Guthmann)

Joyce Guthmann, County Treasurer informed that the members for the Investment Committee for 2019 are: Ty Prause, County Judge; Raymie Kana, County Auditor; Doug Wessels, County Commissioner Pct #1; Russell Braun, Investment Broker, Edward D. Jones; Robert Raborn, member of the public and myself.

Motion by Commissioner Hahn to approve to appoint Investment Committee for 2019; seconded by Commissioner Gertson; 5 ayes 0 nays; motion carried, it was so ordered.

(See Attachment)

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JOYCE GUTHMANN
COLORADO COUNTY TREASURER

March 25, 2019

Colorado County appointed Investment Committee for 2019 are as following:

Ty Prause, County Judge

Raymie Kana, County Auditor

Joyce Guthmann, County Treasurer

Doug Wessels, County Commissioner, Pct. #1

Russell Braun, Investment Broker, Edward D. Jones

Robert Raborn, member of the public

PHONE: 979-732-2865
FAX: 979-732-2924

318 SPRING ST., SUITE 106
COLUMBUS, TEXAS 78934

E-MAIL: joyce.guthmann@co.colorado.tx.us

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- _20. Consent:
- a. Acknowledgment from the Texas Commission on Jail Standards that Colorado County Jail is in compliance with Texas Minimum Jail Standards.
 - b. Gus Seaholm agrees to serve on Salary Grievance Committee.
 - c. Certificate of Achievement awarded to Joyce Guthmann for completing the County Investments Course and passing the County Investment Academy Final Assessment.
 - d. Certificate of Participation awarded to Darrell Kubesch for completing 16 hours of educational training during the V. G. Young School for County Commissioners Courts.
 - e. Certificate of Participation awarded to Tommy Hahn for completing 16 hours of educational training during the V. G. Young School for County Commissioners Courts.
 - f. Certificate of Participation awarded to Darrell Gertson for completing 16 hours of educational training during the V. G. Young School for County Commissioners Courts.
 - g. Continuation of Superheavy or Oversize Permit Bond No. 022219908 posted by Magnum Producing, LP (3/13/2019-3/13/2020).
 - h. Continuation of Superheavy or Oversize Permit Bond No. LPM9032867 posted by Magnum Producing, LP (3/7/2019-3/7/2020).
 - i. Certificate of Liability Insurance posted by Viper Oil & Gas, a Division of Viper S.W.D, LLC (8/1/2018-8/1/2019).

Commissioner Wessels commented on a., that he was present for the inspection with the jail committee, and the Sheriff and Tommy Richter are doing a very good job with keeping the twenty year old jail in compliance and keeping up with the maintenance and not letting it get behind.

Motion by Commissioner Hahn to approve all Consent Items as presented; seconded by Commissioner Gertson; 5 ayes 0 nays; motion carried, it was so ordered.

(See Attachments)

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TEXAS COMMISSION ON JAIL STANDARDS

MAR 11 2019

EXECUTIVE DIRECTOR
Brandon S. Wood



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

March 5, 2019

Sheriff R.H. "Curley" Wied, III
Colorado County Sheriff's Office
P. O. Box 607
Columbus, TX 78934-0607

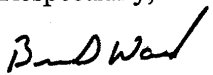
Dear Sheriff Wied,

The most recent inspection of the Colorado County Jail on March 4, 2019 by Texas Commission on Jail Standards Inspector Jennifer Shumake has demonstrated that your facility is in compliance with Texas Minimum Jail Standards.

Enclosed you will find Certificate of Compliance for the Colorado County Jail.

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

Respectfully,


Brandon S. Wood
Executive Director

BW/sh

cc: Judge Ty Prause, Colorado County

****Note:** Please be advised that technical assistance was provided in some areas. The Requirements Review has been attached for your review to ensure that you are fully aware of the issues. Failure to address the technical assistance areas in a timely manner may result in the issuance of a notice of non-compliance.

Judge Bill Stoudt, Longview, Chair
Jerry W. Lowry, New Caney, Vice Chair
Larry S. May, Sweetwater

Sheriff Dennis D. Wilson, Groesbeck
Sheriff Kelly Rowe, Lubbock
Dr. Esmail Porsa, M.D., Parker

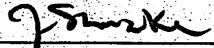
Commissioner Ben Perry, Waco
Duane Lock, Southlake
Melinda E. Taylor, Austin

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

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

MARCH 25, 2019

TEXAS COMMISSION ON JAIL STANDARDS - INSPECTOR REQUIREMENTS REVIEW


Jennifer Shumake, TCJS inspector

Facility Name: Colorado County Jail

Date: March 4, 2019

Chapter	Title	Comments
259	New Construction	Conducted a walk through inspection of the facility.
261	Existing Construction	Not applicable.
263	Life Safety	Inspected life safety equipment and conducted and observed emergency drill. Reviewed documentation. Conducted staff interviews.
265	Admission	Reviewed a random sample of 5 inmate files. Interviewed staff. Reviewed policy.
267	Release	Reviewed a random sample of 5 inmate files. Interviewed staff.
269	Records/Procedures	Reviewed policy and documentation. Interviewed staff and reviewed ADA compliance evaluation.
271	Classification	Reviewed a random selection of 5 inmate files. Reviewed staff training records. Reviewed internal classification audits. Reviewed policy. Interviewed staff.
273	Health Services	Reviewed a random selection of 5 files. Interviewed staff and inmates. Reviewed training records. Reviewed policy. Technical assistance provided. While reviewing the jails suicide prevention training plan, it was determined that the administration could not provide training records in accordance to the approved operational plan of the two newest hired jailers. This inspector recommended that the administration implement a plan of action to ensure that all employees are trained in accordance with the jails approved operational plan. Follow-up action required. The administration will email this inspector a plan of action within the next 30 days.
275	Supervision	Reviewed a random selection of 15 jailer TCOLE certification records. Reviewed officer documentation. Interviewed staff.
277	Personal Hygiene	Conducted a facility walk through. Reviewed facility schedule.
279	Sanitation	Conducted a facility walk through. Interviewed staff and inmates. Reviewed policy. Technical Assistance Provided. While conducting a walk-through of the jail, this inspector observed that the jail was very clean. However, there were multiple cells with low water pressure and the temperature to be very low in a few of the inmate cells. The temperature readings were 61 and degrees in cell 208 and 63 degrees in cell 500 which are below minimum jail standards. The administration notified a contractor who addressed and corrected the temperature of the inmate cells while this inspector was on-site. The administration is currently addressing rust in many of the inmate cells and the administration will email this inspector when all of the rust is removed. This inspector observed many cells to have paint peeled away from the walls and flaking off excessively in some areas. This inspector recommended that the administration implement a plan of action to repaint the jail. Follow-up action required. The administration will email this inspector a plan of action to repaint the jail with beginning and end dates within the next 30 days.
281	Food Service	Conducted walk through inspection in kitchen area. Interviewed staff. Reviewed documentation.
283.1	Discipline	Reviewed 15 disciplinary hearing records. Interviewed staff and inmates. Reviewed policy.
283.3	Grievance	Reviewed 20 inmate grievance/complaints. Reviewed policy. Interviewed staff and inmates.
285	Exercise	Walk through of exercise area conducted. Reviewed documentation. Interviewed staff and inmates. Technical Assistance Provided. While reviewing the inmate recreation logs, this inspector observed that on occasion inmates were not staying in the recreation yard for a full hour. There was not a reason noted. This inspector recommended that the administration retrain the floor officers to always give a reason as to why inmates come back in early from the recreation yard. Follow-up action required. The administration will email this inspector roster training within the next 30 days.
287	Education/Library	Reviewed policy and schedule. Interviewed staff and inmates.
289	Work Assignments	Reviewed policy and schedule. Interviewed staff and inmates.
291.1	Telephone	Reviewed policy and schedule. Interviewed staff and inmates.
291.2	Correspondence	Reviewed policy and schedule. Interviewed staff and inmates.
291.3	Commissary	Reviewed policy and schedule. Interviewed staff and inmates.
291.4	Visitation	Reviewed policy and schedule. Interviewed staff and inmates.
291.5	Religious Practices	Reviewed policy and schedule. Interviewed staff and inmates.
xxx	Variances	Not applicable.
xxx	Remedial Orders	Not applicable.
xxx	Complaints	Not applicable.
xxx	CCQ	CCQ inquiries are being submitted through TLETS as required.

RECEIVED

MAR 05 2019

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

MARCH 25, 2019



MAR 18 2019

Colorado County, Texas

TY PRAUSE
County Judge

Ph. (979) 732-2604
Fax (979) 732-9389
ty.prause@co.colorado.tx.us

P.O. Box 236
400 Spring Street, Rm. 107
Columbus, Texas 78934

February 12, 2019

Mr. Gus Seaholm
603 Peyton Lane
Eagle Lake, Texas 77434

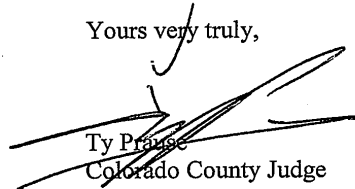
Dear Mr. Seaholm:

The law requires that the Commissioners Court officially organize a Grievance Committee, whose job it is to consider a grievance of a county elected official with respect to the salary set for that official by the Commissioners Court. The Grievance Committee is composed of the six county-wide elected officials and three persons drawn from the list of Grand Jurors that served in the past. Your name was drawn from that list of Grand Jurors at the Commissioners Court meeting on January 14, 2019.

The only time this committee can be called upon to serve would be immediately following the adoption of the County Budget, which will occur in September. However, I do not expect an elected official to ask for the committee to meet.

Please initial at the bottom of this letter whether you agree to serve or decline to serve, and return this letter in the enclosed envelope.

Yours very truly,



Ty Prause
Colorado County Judge

TP:sam
Enclosure

I agree to serve 

I decline to serve _____

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

MARCH 25, 2019



Emmett & Miriam
McCoy
College of Business Administration

Texas Association of Counties

Certificate of Achievement

County Investment Academy

This certifies that

Hon. Joyce Guthmann

Successfully completed the Basics of County Investments Course offering investment education that satisfies Section 2256.008 of the

Texas Public Funds Investment Act and demonstrated a thorough understanding of Texas laws

governing the investment of public funds. This and the ongoing commitment to continuing

education provide maximum benefit to

Colorado County

Issued by the Texas Association of Counties on the 13 day of March A.D., 2019

The County Investment Academy is a partnership between the Texas Association of Counties and the McCoy College of Business Administration at Texas State University.

Handwritten signature of Larry Gallardo in cursive.

Hon. Larry Gallardo, President

Handwritten signature of Susan M. Redford in cursive.

Ms. Susan M. Redford, Executive Director

CERTIFICATE OF PARTICIPATION

The V.G. Young Institute of County Government
Awards This Certificate To

Darrell Kubesch

For Successfully Completing 16.00 Hours of Educational Training

During the

2019 School for County Commissioners Courts

February 19-21, 2019 COLLEGE STATION, TX

C. Parr Rosson

Parr Rosson, Ph.D., Interim Director, Texas A&M Agrilife Extension Service

Peter J. McGill

Peter J. McGill, Ph.D., Director, V.G. Young Institute of County Government

Robert Johnston

Robert Johnston, President, County Judges and Commissioners Association of Texas

TEXAS A&M
AGRILIFE
EXTENSION


V.G. YOUNG
Institute of
County
Government

CERTIFICATE OF PARTICIPATION

The V.G. Young Institute of County Government
Awards This Certificate To

Tommy Hahn

For Successfully Completing 16.00 Hours of Educational Training

During the

2019 School for County Commissioners Courts

February 19-21, 2019 COLLEGE STATION, TX

C. Parr Rosson

Parr Rosson, Ph.D., Interim Director, Texas A&M AgriLife Extension Service

Peter J. McGuill

Peter J. McGuill, Ph.D., Director, V.G. Young Institute of County Government

Robert Johnston

Robert Johnston, President, County Judges and Commissioners Association of Texas

TEXAS A&M
AGRI LIFE
EXTENSION


V.G. YOUNG
Institute of
County
Government

CERTIFICATE OF PARTICIPATION

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Darrell Gertson

For Successfully Completing 16.00 Hours of Educational Training

During the

2019 School for County Commissioners Courts

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C. Parr Rosson

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Peter J. McGill

Peter J. McGill, Ph.D., Director, V.G. Young Institute of County Government

Robert Johnston

Robert Johnston, President, County Judges and Commissioners Association of Texas

TEXAS A&M
AGRILIFE
EXTENSION


V.G. YOUNG
Institute of
County
Government

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

MARCH 25, 2019

MAGNUM

MAGNUM PRODUCING, LP

500 N. SHORELINE • SUITE 322 • CORPUS CHRISTI, TEXAS 78401
TEL 361-882-3858 • FAX 361-884-9355

March 11, 2019

Colorado County Clerk
318 Spring Street, Suite 103
Columbus, Texas 78934

Re: Continuation Bond LPM9032867
Continuation of Bond No. 022219908

Dear Ms. Menke:

Please find the enclosed continuation bonds for Bond LPM9032867 and bond No. 022219908.
Both bonds are for continuation of super-heavy load permits previously filed with your county.

If you have any questions or concerns, please contact me directly (361) 826-0125 or via email
laura@magnumproducing.com.

Regards,



Laura Holland
Engineering and Operations Assistant

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MARCH 25, 2019

Bond No. 022219908

SUPERHEAVY OR OVERSIZE PERMIT BOND

THE STATE OF TEXAS;

COUNTY OF COLORADO: KNOW ALL MEN BY THESE PRESENTS:

That we, Magnum Producing, LP, of
500 N. Shoreline, Ste 322 Corpus Christi, Texas 78401-0313, as
Principal, and The Ohio Casualty Insurance Company, a
corporation duly licensed to do business in the State of Texas, as Surety, are held
and firmly bound unto the County of Colorado, Texas in the penal sum of One
Hundred Thousand Dollars (\$100,000.00) for the first mile and One Hundred
Thousand Dollars (\$100,000) each additional mile, to the payment of which, well
and truly to be made, we hereby bind ourselves, our heirs, executors,
administrators and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that the said
Principal will make payment to the County of Colorado, Texas of and for any and
all damages that may be sustained to any highway or bridge under the
jurisdiction of the County of Colorado, Texas by virtue of the operation of any
equipment by the said Principal, for which a permit is issued to operate under the
provisions of Transportation Code, Section 623.018.

NOW, THEREFORE, if the said Principal shall pay to the County of
Colorado, Texas any and all damages that may be sustained to any highway as
above recited by virtue of the operation of any equipment under the provisions of
the law referred to above during a period beginning with the date of this bond and
ending March 13, 2020, then this obligation to be null and void,
otherwise to remain in full force and virtue of Law.

Dated this the 7th day of March, 2019.

Magnum Producing, LP
Principal

By Ken Ah Ken Ahuja VP-Operations
Title

The Ohio Casualty Insurance Company
Surety

Countersigned

By N/A
Texas Resident Agent

By Richard Covington
Richard Covington, Attorney-in-Fact

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MARCH 25, 2019**

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 8142405

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"); pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Richard Covington; Vickie Lacy; Maria D. Zuniga; Joseph R. Aulbert; Marc W. Boots; Susan Golla; Ashley Koletar; Ryan Varela

all of the city of Houston state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of June, 2018.

The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary



STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

On this 29th day of June, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12: Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5: Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of March, 2019



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MARCH 25, 2019



Fidelity and Deposit Company of Maryland

Bond Number: LPM9032867

VERIFICATION CERTIFICATE

This is to certify that \$100,000 Superheavy or Oversize Permit Bond

Bond No. LPM9032867, on behalf of Magnum Producing, L.P..

As Principal, in favor of the County of Colorado, Texas and dated March 7, 2011

Remains in effect, subject to all its agreement, conditions and limitations.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

BY: _____

Richard Covington, Attorney-in-Fact

BOND TERM: Continuous Until Cancelled
CURRENT

PREMIUM TERM: March 7, 2019 to March 7, 2020

EXECUTED: March 7, 2019

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MARCH 25, 2019**

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

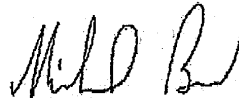
RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 17 th day of March, 20 19.





Michael Bond, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.
Attn: Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MARCH 25, 2019**

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by DAVID MCVICKER, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Vickie LACY, Richard COVINGTON, Maria D. ZUNIGA, Marc W. BOOTS, Ashley KOLETAR and Joseph R. AULBERT, all of Houston, Texas, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, EXCEPT bonds on behalf of Independent Executors, Community Survivors and Community Guardians. and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.


The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

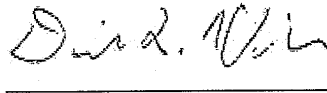
IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 23rd day of August, A.D. 2017.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: 
Secretary
Michael McKibben


Vice President
David McVicker

State of Maryland
County of Baltimore

On this 23rd day of August, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, DAVID MCVICKER, Vice President, and MICHAEL MCKIBBEN, Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and said, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.





Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MARCH 25, 2019**



MAR 11 2019

ELCAM-1

OP ID: JB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/08/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Energy Insurance Group 8019 W Grand Pkwy S., 1060-414 Richmond, TX 77407 Scott Kulcak	832-449-3232 CONTACT NAME: Janice Bloise PHONE (A/C, No, Ext): 832-449-3232 FAX (A/C, No): 832-449-3061 E-MAIL ADDRESS: janice@energyinsgroup.com														
INSURED Viper Oil & Gas Viper S.W.D., LLC 402 Dam Road El Campo, TX 77437	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Everest Indemnity Ins. Co.</td> <td>10851</td> </tr> <tr> <td>INSURER B: Evanston Insurance Company</td> <td>35378</td> </tr> <tr> <td>INSURER C: Markel American Insurance</td> <td>28932</td> </tr> <tr> <td>INSURER D: Everest National Ins. Comp.</td> <td>10120</td> </tr> <tr> <td>INSURER E: Texas Mutual Insurance Co</td> <td>22945</td> </tr> <tr> <td>INSURER F: James River Insurance Co</td> <td>12203</td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Everest Indemnity Ins. Co.	10851	INSURER B: Evanston Insurance Company	35378	INSURER C: Markel American Insurance	28932	INSURER D: Everest National Ins. Comp.	10120	INSURER E: Texas Mutual Insurance Co	22945	INSURER F: James River Insurance Co	12203
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INSURER C: Markel American Insurance	28932														
INSURER D: Everest National Ins. Comp.	10120														
INSURER E: Texas Mutual Insurance Co	22945														
INSURER F: James River Insurance Co	12203														

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	EN6ML00018-181	08/01/2018	08/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
B	<input checked="" type="checkbox"/> SWD Gen Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MKLV4ENV101397	08/01/2018	08/01/2019	MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
D	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	EN6CA00052-181	08/01/2018	08/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Deductible \$ 2,000
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	X	X	00072968-2	08/01/2018	08/01/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		X	0001234916	03/09/2019	03/09/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Equipment/IM			MKLM5IM0050288	08/01/2018	08/01/2019	Deductibl 2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Colorado County, its employees, agents or assigns will be held harmless for all claims, actions, or damages of every kind and description which may occur to or be suffered by any person or persons, corporation, or property by reason of the performance of any such work, character of material used or manner of installation, maintenance or operation.

CERTIFICATE HOLDER COLORAD Colorado County Judge 400 Spring, Room 113 Columbus, TX 78934	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MARCH 25, 2019**

_21. Examine and approve all accounts payable and budget amendments.

Motion by Judge Prause to approve budget amendment to transfer \$4,500.00 from floater position to Assistant Medical Directors; seconded by Commissioner Gertson. Motion by Commissioner Hahn to approve all accounts payable with budget amendment; seconded by Judge Prause; 5 ayes 0 nays; motion carried, it was so ordered.

(See Attachment)

MINUTES OF THE COLORADO COUNTY
 COMMISSIONER'S COURT REGULAR MEETING

MARCH 25, 2019

03/25/2019--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND CYCLE: ALL PAGE 1
 TIME:01:11 PM CLAIMS FOR PAYMENT AS OF MARCH 25, 2019 PREPARER:0004

DEPARTMENT NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0100-TOTAL REVENUES/CARRY-OVER				
BRENDA SAENZ RESENDEZ	203295	A	REFUND FINE OVERPAYMENT/CASE#190055	39.00
LEONEL PRADO	203370	A	REFUND OF FINE OVERPAYMENT/CR190108	45.00
LORI KATHRYN FOJTIK	203460	A	REFUND OVERPMT FOR CASE 17C1499	376.00
DEPARTMENT TOTAL				460.00
0200-LIABILITY ACCOUNTS				
PERDUE, BRADON, FIELDER, COLDER &	203272	A	FEB CO CLK DLQ ATTY FEE/IVC00045382	375.15
PERDUE, BRADON, FIELDER, COLDER &	203273	A	FEB DISTCLK DLQ ATTY FEE/IVC0045381	198.90
DEPARTMENT TOTAL				574.05
0400-COUNTY JUDGE				
CDW GOVERNMENT	203324	A	DELL 3060 COMPUTER/INV#RLG8518	653.10
GREATAMERICA FINANCIAL SVCS	203375	A	TOSHIBA E-STUDIO COPIER PMT#6	128.00
PRESTIGE OFFICE PRODUCTS, LLC	203350	A	OFFICE SUPPLIES/INV#112920	105.41
DEPARTMENT TOTAL				886.51
0401-COMMISSIONER'S COURT				
ALLISON, BASS, & MAGEE, L.L.P	203373	A	DEFENSE COSTS/CONSULTATION/INV#3013	168.25
ALLISON, BASS, & MAGEE, L.L.P	203374	A	DEFENSE COSTS/MATTHEWS/INV#3014	3,956.51
CHASE CARD SERVICES	203456	A	CO JUDGES & COMM CONF HOTEL/PCT#1	156.26
CRAIN, CATON & JAMES, P.C.	203445	A	DEFENSE COSTS/LEGISLATIVE EFFORTS	4,696.31
CRAIN, CATON & JAMES, P.C.	203446	A	DEFENSE COSTS/ALTAIR DISPOSAL	35,181.70
SOUTH TEXAS CJCA	203314	A	SO TX CO JUDGES & COMM ASSOC	250.00
TEXAS A&M AGRILIFE EXTENSION SVC	203330	A	SCHOOL FOR CO COMM CRT REG	225.00
DEPARTMENT TOTAL				44,634.03
0403-COUNTY CLERK				
CROWNE PLAZA HOTEL	203438	A	(2)HOTEL ROOMS/MENKE & DAVENPORT	320.12
LASERFICHE	203369	A	USING LASERFICHE TRAINING REG	350.00
LASERFICHE	203410	A	USING LASERFICHE TRAINING REG	350.00
SYNCB/AMAZON	203276	A	KEYBOARD TRAY	33.35
SYNCB/AMAZON	203277	A	(2) LOGITECH WIRELESS KEYBOARD	49.96
DEPARTMENT TOTAL				1,103.43
0426-COUNTY COURT				
URSULA S. STEPHENS	203415	A	CO CRT INTERPRETER ON 3/6 & 3/20	400.00
DEPARTMENT TOTAL				400.00
0428-PUBLIC DEFENDER				
PRESTIGE OFFICE PRODUCTS, LLC	203328	A	PEN REFILLS/INV#112926	2.59
THOMSON REUTERS - WEST	203390	A	FEB PRODOC CHGS/ACCT#1003148035	137.81
DEPARTMENT TOTAL				140.40
0435-DISTRICT COURT				
D'LOIS L. JONES	203315	A	COURT REPORTER SVCS/INV#CRT-002	454.00
DWIGHT E. PESCHEL	203441	A	VISITING JUDGE MILEAGE FOR 3/11/19	102.08
HARLE & SCHEFF, PLLC	203401	A	CRT APPT ATTY/CAUSE#23,860/CPS	150.00
HARLE & SCHEFF, PLLC	203402	A	CRT APPT ATTY/CAUSE#25,089/CPS	150.00
HARLE & SCHEFF, PLLC	203400	A	CRT APPT ATTY/CAUSE#25,089/CPS	150.00
JOE FLING	203400	A	CRT APPT ATTY/CAUSE#25,089/CPS	150.00
TRANSLINGUA SPANISH COMMUNICATIONS	203313	A	INTERPRETING SVCS/INV#2662485	684.00
TRANSLINGUA SPANISH COMMUNICATIONS	203403	A	INTERPRETING SVCS/INV#2662493	684.00
UKANI LAW FIRM	203368	A	CRT APPT ATTY/CAUSE#25,171/CPS	150.00
DEPARTMENT TOTAL				2,524.08
0450-DISTRICT CLERK				
AT&T LONG DISTANCE	203336	A	LONG DIST ON FAX LINE/INV#861999252	15.01

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MARCH 25, 2019**

DEPARTMENT				
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
CDW GOVERNMENT	203325	A	DELL 3060 COMPUTER/INV#RLG8518	653.10
GREATAMERICA FINANCIAL SVCS	203470	A	COPIER LEASE PMT/INV#24431343	92.40
DEPARTMENT TOTAL				760.51
0453-JUSTICE OF THE PEACE #3				
PRESTIGE OFFICE PRODUCTS, LLC	203463	A	OFFICE SUPPLIES/INV#112865	68.75
TJCTC	203461	A	LEGISLATIVE UPDATE WORKSHOP/#45872	100.00
TJCTC	203462	A	LEGISLATIVE UPDATE WORKSHOP/#45873	100.00
DEPARTMENT TOTAL				268.75
0454-JUSTICE OF THE PEACE #4				
TIME WARNER CABLE ENTERPRISES LLC	203340	A	INTERNET SVC @ JP#4	83.63
DEPARTMENT TOTAL				83.63
0475-COUNTY ATTORNEY				
XEROX FINANCIAL SERVICES	203481	A	XEROX COPIER LEASE PMTS/INV#1551580	220.00
DEPARTMENT TOTAL				220.00
0495-COUNTY AUDITOR'S OFFICE				
OFFICE OF CONFERENCE & TRAINING	203344	A	COUNTY AUDITORS INSTITUTE REG	320.00
PRESTIGE OFFICE PRODUCTS, LLC	203413	A	STAMP/INV#112984	21.95
DEPARTMENT TOTAL				341.95
0510-COURTHOUSE BUILDING				
A-LINE AUTO PARTS	203404	A	TRACTOR HYD & TRANS FLUID/#46398	69.76
BENEDICT MUNSCH	203466	A	REPLACE AG BLDG BACK DOOR/#391660	1,155.00
CHAMPION ENERGY SERVICES, LLC	203316	A	PROBATION DEPT ELECTRICITY TO 3-5	622.54
CHAMPION ENERGY SERVICES, LLC	203317	A	JP#3 ELECTRICITY TO 3-6	370.81
CHAMPION ENERGY SERVICES, LLC	203318	A	ANNEX ELECTRICITY TO 3-6	1,451.46
CHAMPION ENERGY SERVICES, LLC	203319	A	AG BLDG ELECTRICITY TO 3-6	186.91
CHAMPION ENERGY SERVICES, LLC	203320	A	RMO & MAINT ELECTRICITY TO 3-6	127.16
CHAMPION ENERGY SERVICES, LLC	203321	A	COURTHOUSE ELECTRICITY TO 3-6	2,289.40
CHAMPION ENERGY SERVICES, LLC	203322	A	TRAVIS STREETLIGHTS TO 3-6	6.60
CHAMPION ENERGY SERVICES, LLC	203323	A	SPRING STREETLIGHTS TO 3-6	14.52
COLUMBUS METAL BUILDING AND ROOFING	203391	A	SEALANT/INV#9201	8.00
CONDR COMMUNICATIONS	203377	A	CHECK PROGRAMMING IN CONFROOM PHONE	60.00
GULF COAST PAPER CO., INC.	203379	A	CLEANING SUPPLS/INV#1641978,1642110	177.38
GULF COAST PAPER CO., INC.	203405	A	SANITIZER CLEANER/INV#1645066	136.98
GULF COAST PAPER CO., INC.	203406	A	CLEANING SUPPLIES/INV#1645240	406.70
MCCOY'S BUILDING SUPPLY	203467	A	TROFFER LIGHT/INV#1270827	54.99
ROSENBAUM ELECTRIC	203376	A	CHECK VOLTAGE IN ANNEX/INV#3CCANNE	575.50
WALMART COMMUNITY/RFCSLLC	203469	A	CLEANING SUPPLIES/TR#08516	76.77
WICK'S WESTERN AUTO	203302	A	BELT & PULLY/CUST#5900	64.37
WILSON FIRE EQUIPMENT & SVC CO, INC	203294	A	ANNUAL FIRE ALARM MONITORING FEE	480.00
DEPARTMENT TOTAL				8,334.85
0525-SEPTIC SYSTEM/FLOODPLAIN				
RICHARD WESSELS	203372	A	MILEAGE TO PICKUP EXPLORER @DELGADO	23.78
DEPARTMENT TOTAL				23.78
0530-EMERGENCY MANAGEMENT				
DEPT OF INFORMATION RESOURCES	203326	A	JAN T-1 LINE CHGS/INV#19010904N	467.38
DEPT OF INFORMATION RESOURCES	203327	A	FEB T-1 LINE CHGS/INV#19020904N	467.38
DEPARTMENT TOTAL				934.76
0540-EMS DIRECTOR/AMBULANCE				
BOUND TREE MEDICAL, LLC	203353	A	AMBULANCE SUPPLIES/INV#83129635	68.90

**MINUTES OF THE COLORADO COUNTY
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03/25/2019--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND CYCLE: ALL PAGE 3
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DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	BOUND TREE MEDICAL, LLC	203435	A	AMB SUPPLIES/INV#83139081	228.61
	CARDIO PARTNERS INC.	203411	A	PM'S ON LIFEPAK 15/INV#640942	245.00
	CHASE CARD SERVICES	203459	A	HOSTGATOR FOR EMS	15.00
	EMS MANAGEMENT & CONSULTANTS, INC.	203355	A	EMS BILLING SVCS/INV#035441	2,466.52
	H&H OVERHAD DOOR COMPANY, INC.	203447	A	SVC & LUBE DOORS AT EL EMS/#L195302	158.00
	H&H OVERHAD DOOR COMPANY, INC.	203448	A	SVC & LUBE DOORS AT WEIMAR EMS	158.00
	H&H OVERHAD DOOR COMPANY, INC.	203449	A	SVC & LUBE DOORS AT COLUMBUS EMS	158.00
	HENRY SCHEIN INC.	203352	A	AMBULANCE SUPPLIES/INV#62807641	369.47
	HENRY SCHEIN INC.	203434	A	AMB SUPPLIES/INV#63062370	241.33
	J & W AUTO PARTS	203354	A	PARTS/CUST#1445	23.57
	M-G FARM SERVICE CENTER	203371	A	TAPE/CUST#4678	13.99
	PRAXAIR DISTRIBUTION, INC.	203436	A	OXYGEN/INV#88090555	565.61
	QUADMED, INC.	203433	A	AMB SUPPLIES/INV#147457,147475	1,355.93
	SYNCB/AMAZON	203274	A	DELL INSPIRON COMPUTER	449.99
	SYNCB/AMAZON	203281	A	5FT TRIPOD FOR EMS COMMAND CENTER	59.79
	TIME WARNER CABLE ENTERPRISES LLC	203337	A	INTERNET SVC @ COLUMBUS EMS	120.62
	TIME WARNER CABLE ENTERPRISES LLC	203341	A	INTERNET & CABLE @ EAGLE LAKE EMS	264.05
	DEPARTMENT TOTAL				6,962.38
0552-CONSTABLE, PCT #2	SHERIFFS' ASSOCIATION OF TEXAS	203443	A	MEMBERSHIP RENEWAL/ID#26579	25.00
	TEXAS ASSOCIATION OF COUNTIES	203442	A	JPCA MEMBERSHIP DUES	60.00
	DEPARTMENT TOTAL				85.00
0555-911 RURAL ADDRESSING	PRESTIGE OFFICE PRODUCTS, LLC	203351	A	FILE FOLDERS/INV#112870	7.99
	SYNCB/AMAZON	203278	A	HP PAGEWIDE COLOR PRINTER	449.00
	SYNCB/AMAZON	203279	A	CYPERPOWER SUPPLY	144.95
	DEPARTMENT TOTAL				601.94
0560-COUNTY SHERIFF	A L & M BUILDING SUPPLY	203287	A	WASH BRUSH/CUST#5134	38.97
	BRASHER MOTOR CO. OF WEIMAR, INC	203347	A	REPLACE TRANSMISSION/INV#257855	4,271.30
	COLORADO CO TAX ASSESSOR/COLLECTOR	203397	A	VEHICLE REG RENEWAL/LP#1318060	7.50
	COLORADO CO TAX ASSESSOR/COLLECTOR	203398	A	VEHICLE REG RENEWAL/LP#1318062	7.50
	HANK PETERSON	203408	A	RETRIEVE & HAUL (10) COWS/INV#27908	350.00
	O'REILLY AUTO PARTS	203286	A	VEHICLE CLEANING SUPPL/CUST#1269383	127.68
	O'REILLY AUTO PARTS	203361	A	DRY LUBE/CUST#1269383	5.99
	PRESTIGE OFFICE PRODUCTS, LLC	203285	A	HP PRINTER CARTRIDGE/INV#112866	91.99
	SCHNEIDER TIRE & LUBE LLC	203267	A	OIL CHG/INV#25536	42.99
	SCHNEIDER TIRE & LUBE LLC	203268	A	OIL CHG/INV#25589	46.98
	SCHNEIDER TIRE & LUBE LLC	203269	A	MOUNT & BAL TIRES/INV#25553	80.00
	SCHNEIDER TIRE & LUBE LLC	203270	A	STATE INSPECTION/INV#25612	7.00
	SCHNEIDER TIRE & LUBE LLC	203271	A	OIL CHG & INSPECTION/INV#25606	51.98
	SYNCB/AMAZON	203275	A	(10) USB 16GB FLASH DRIVES	57.98
	TIME WARNER CABLE ENTERPRISES LLC	203342	A	FIBER INTERNET @ SHERIFF DEPT	1,114.82
	TOMMIE VAUGHN AUTO COUNTRY, INC.	203284	A	OIL CHGS/INV#134267, 134240	116.03
	WALMART COMMUNITY/RFCSLLC	203359	A	CERTIFICATE FRAMES/TR#06297	8.96
	WALMART COMMUNITY/RFCSLLC	203417	A	SURGE STRIP/TR#08092	5.97
	WEIMAR VETERINARY CLINIC	203409	A	CARE FOR NEGLECTED LIVESTOCK/#19781	822.25
	DEPARTMENT TOTAL				7,255.89
0565-OPERATION OF JAIL	A L & M BUILDING SUPPLY	203290	A	GRINDER PADS & SANDING DISCS/#5134	89.88
	A L & M BUILDING SUPPLY	203419	A	REPAIR MATERIALS/CUST #5134	46.84
	BRYAN RADIOLOGY ASSOCIATES	203380	A	RADIOLOGY/BRA36606/2-24-19/INMATE	6.68
	COLUMBUS BEARING & INDUST	203362	A	LOCK EASE SPRAY/CUST#201458	3.67

**MINUTES OF THE COLORADO COUNTY
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03/25/2019--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND
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DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	COLUMBUS COMMUNITY HOSPITAL	203381	A	INMATE ER CHGS/20298408/2-15-19	424.83
	CONCORD MEDICAL GROUP, PLLC	203303	A	INMATE PHYSICIAN SVCS/79709880/2-24	98.98
	DOUBLE "C" PEST CONTROL	203282	A	PEST CONTROL @ JAIL/INV#3201	60.00
	GARCIA CLINICAL LABORATORY, INC	203382	A	FEB INMATE LAB SVCS/INV#47223	13.00
	H.E. BUTT GROCERY COMPANY	203358	A	BREAD & BUNS/INV#039332	95.70
	H.E. BUTT GROCERY COMPANY	203453	A	BREAD & BUNS/INV#047451	96.20
	JOHNNY B GOOD LOCK & SAFE	203283	A	REPLACE SIMPLEX KEYPAD & SET CODE	630.00
	LABATT FOOD SERVICE	203289	A	WEEKLY FOOD ORDER/INV#03142583	781.40
	LABATT FOOD SERVICE	203356	A	WEEKLY FOOD ORDER/INV#03116227	907.05
	LABATT FOOD SERVICE	203357	A	WEEKLY FOOD ORDER/INV#03070202	846.78
	LABATT FOOD SERVICE	203418	A	WEEKLY FOOD ORDER/INV#03189212	845.42
	MATERA PAPER COMPANY	203291	A	BATH TISSUE & MOPS/INV#H431101	206.12
	SKYLINE EQUIPMENT COMPANY, INC.	203444	A	REPAIRS TO WASHER/INV#200885	704.64
	SOUTHERN HEALTH PARTNERS, INC	203360	A	APRIL INMATE MEDICAL CONTRACT SVCS	9,096.88
	THE PHARMACY SHOP	203304	A	FEB INMATE MEDICINE	15.51
	THE PHARMACY SHOP	203305	A	FEB INMATE MEDICINE	22.24
	TOEPPERWEIN AIR-CONDITIONING	203452	A	A/C REPAIRS/INV#12850	108.50
	WALMART COMMUNITY/RFCSLC	203416	A	CLEANING SUPPLIES/TR#01512	148.65
	DEPARTMENT TOTAL				15,248.97
0585-INFORMATION TECHNOLOGY					
	INTELLICHOICE, INC.	203288	A	ANNUAL EFORCE LICENSE & SUPPORT FEE	12,450.00
	LIFTOFF, LLC	203437	A	OFFICE 365 PRO LICENSE/INV#3788	120.00
	NETPROTEC LLC	203346	A	PORTAGE 1500 SUPPORT & MAINT/#1052	1,940.00
	SYNCB/AMAZON	203280	A	HDMI CABLES	20.08
	TAXPRO, LLC	203412	A	APRIL PROFESSIONAL SVCS/INV#11812	195.00
	DEPARTMENT TOTAL				14,725.08
0640-CONTRACT SERVICES					
	HENNEKE FUNERAL HOME, LTD.	203366	A	TRANSPORT BODY ON 2-26-19	800.00
	HENNEKE FUNERAL HOME, LTD.	203367	A	TRANSPORT BODY ON 3-2-19	800.00
	HUBBARD FUNERAL HOME, INC.	203407	A	CREMATION OF PAUPER ON 3-8-19	2,145.40
	TRAVIS COUNTY MEDICAL EXAMINER	203471	A	AUTOSPY FEE/CASE#PA 18-05866	2,900.00
	DEPARTMENT TOTAL				6,645.40
0645-INDIGENT HEALTH CARE					
	BRYAN RADIOLOGY ASSOCIATES	203306	A	RADIOLOGY/BRA33536/2-23-19/IHC	38.22
	COLUMBUS COMMUNITY HOSPITAL	203292	A	HOSP CHGS/20294870/1-21-19/IHC	129.36
	COLUMBUS COMMUNITY HOSPITAL	203385	A	CT SCAN/20293644/1-11-19/IHC	661.99
	COLUMBUS COMMUNITY HOSPITAL	203386	A	X-RAY/20294275/1-16-19/IHC	94.08
	COLUMBUS COMMUNITY HOSPITAL	203387	A	LAB SVC/20294380/1-17-19/IHC	79.87
	COLUMBUS COMMUNITY HOSPITAL	203388	A	LAB SVC/20296914/2-5-19/IHC	46.06
	COLUMBUS MEDICAL CLINIC	203383	A	OFFICE VISIT/293372/2-18-19/IHC	73.00
	COLUMBUS MEDICAL CLINIC	203384	A	OFFICE VISIT/288023/12-27-18/IHC	98.32
	FOUR OAKS MEDICAL CLINIC	203389	A	OFFICE VISIT/38369/2-13-19/IHC	73.00
	THE PHARMACY SHOP OF WEIMAR	203311	A	FEB IHC MEDICINE	72.21
	THE PHARMACY SHOP OF WEIMAR	203312	A	FEB IHC MEDICINE	26.61
	YOUENS AND DUCHICELA CLINIC	203307	A	PHYSICIAN SVCS/SAULIN0001/9-18/IHC	81.03
	YOUENS AND DUCHICELA CLINIC	203308	A	PHYSICIAN SVCS/SAULIN0001/9-18/IHC	15.63
	YOUENS AND DUCHICELA CLINIC	203309	A	OFFICE VISIT/1760/9-18-18/IHC	97.06
	YOUENS AND DUCHICELA CLINIC	203310	A	PHYSICIAN SVCS/1760/9-18-18/IHC	46.33
	DEPARTMENT TOTAL				1,632.77
0665-AGRI EXTENSION SERVICE					
	TIME WARNER CABLE ENTERPRISES LLC	203338	A	INTERNET SVC @ AG DEPT	120.62
	DEPARTMENT TOTAL				120.62
0695-MISCELLANEOUS					

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING**

MARCH 25, 2019

03/25/2019--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND
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DEPARTMENT NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
BANNER-PRESS NEWSPAPER, INC.	203364	A	NOTICE TO BIDDERS/RD PAVING	150.00
BANNER-PRESS NEWSPAPER, INC.	203365	A	NOTICE TO BIDDERS/FUEL	120.00
CAPRISK CONSULTING GROUP	203345	A	OPEB FOR FY2018/INV#19031301	4,950.00
CHASE CARD SERVICES	203454	A	HEALTHY CO BOOT CAMP HOTEL	291.54
CHASE CARD SERVICES	203455	A	HEALTHY CO BOOT CAMP HOTEL	262.16
CHASE CARD SERVICES	203457	A	POSTAGE TO RETURN RADIO FOR REPAIRS	9.25
CHASE CARD SERVICES	203458	A	POSTAGE TO RETURN EMS UNIFORMS	23.36
HEATH JUSTUS	203293	A	COYOTE BOUNTY	10.00
JOYCE GUTHMANN	203363	A	REFRESHMENTS FOR SAFETY MEETING	50.05
OGINFO.COM, LLC	203378	A	DAILY OIL & GAS REPORT/INV#19809	31.99
PRESTIGE OFFICE PRODUCTS, LLC	203349	A	COPY PAPER/INV#112920	35.99
PRESTIGE OFFICE PRODUCTS, LLC	203414	A	COPY PAPER/INV#113025	449.91
TIME WARNER CABLE ENTERPRISES LLC	203339	A	INTERNET SVC @ COURTHOUSE	653.41
WEIMAR MERCURY	203343	A	PUBLISH 2018 FINANCIAL TRANSACTIONS	131.35
DEPARTMENT TOTAL				7,169.01
FUND TOTAL				122,137.79

03/25/2019--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0014 AIRPORT FUND
 TIME:01:11 PM CLAIMS FOR PAYMENT AS OF MARCH 25, 2019

CYCLE: ALL PAGE 6
 PREPARER:0004

DEPARTMENT NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0520-AIRPORT FUND EXPENDITURES				
A & A OIL CO., INC.	203399	A	6 GALS DIESEL/INV#061852	13.20
A & A OIL CO., INC.	203468	A	36 GALS DIESEL/INV#061862	79.20
RISE BROADBAND	203329	A	INTERNET @ AIRPORT	68.78
TRI-COUNTY PETROLEUM, INC.	203348	A	500 GALS AV FUEL, 2000 JET A/#86248	6,549.45
DEPARTMENT TOTAL				6,710.63
FUND TOTAL				6,710.63

**MINUTES OF THE COLORADO COUNTY
 COMMISSIONER'S COURT REGULAR MEETING
 MARCH 25, 2019**

03/25/2019--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0023 R&B PCT #3 CYCLE: ALL PAGE 9
 TIME:01:11 PM CLAIMS FOR PAYMENT AS OF MARCH 25, 2019 PREPARER:0004

DEPARTMENT				
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0623-R&B #3 TOTAL DISBURSEMENTS				
BARTEN CO. LLC	203429	A	264 YDS POST OAK GRAVEL/INV#10126	3,036.00
CINTAS CORPORATION	203430	A	UNIFORMS/INV#4018153257,4018547116	286.56
COLORADO CO TAX ASSESSOR/COLLECTOR	203335	A	VEHICLE REG RENEWAL/LP#1229299	7.50
COLORADO CO TAX ASSESSOR/COLLECTOR	203475	A	VEHICLE REG RENEWAL/LP#1033294	7.50
COLORADO CO TAX ASSESSOR/COLLECTOR	203476	A	VEHICLE REG RENEWAL/LP#1229252	7.50
COLORADO CO TAX ASSESSOR/COLLECTOR	203477	A	VEHICLE REG RENEWAL/LP#1229242	7.50
COLORADO CO TAX ASSESSOR/COLLECTOR	203478	A	VEHICLE REG RENEWAL/LP#1097976	7.50
COLORADO CO TAX ASSESSOR/COLLECTOR	203479	A	VEHICLE REG RENEWAL/LP#1143785	7.50
COLORADO COUNTY OIL CO., INC.	203431	A	770 GALS GAS, 1530 GALS DIESEL	5,258.23
DEPARTMENT TOTAL				8,625.79
FUND TOTAL				8,625.79

03/25/2019--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0024 R&B PCT #4 CYCLE: ALL PAGE 10
 TIME:01:11 PM CLAIMS FOR PAYMENT AS OF MARCH 25, 2019 PREPARER:0004

DEPARTMENT				
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0624-PCT #4 TOTAL DISBURSEMENTS				
AMERICAN TIRE DISTRIBUTORS INC	203439	A	(4) TOYO TIRES/INV#S120684785	1,451.92
AMERICAN TIRE DISTRIBUTORS INC	203440	A	(2) FIRESTONE TIRES/INV#S120716919	682.56
BLUETARP CREDIT SERVICES	203426	A	SAFETY VESTS & HARNESS/#662403106	347.87
CINTAS CORPORATION #082	203427	A	UNIFORMS/INV#4018197664,4017804575	207.18
COLORADO CO TAX ASSESSOR/COLLECTOR	203421	A	VEHICLE REG RENEWAL/LP#1229139	7.50
COLORADO CO TAX ASSESSOR/COLLECTOR	203422	A	VEHICLE REG RENEWAL/LP#1318006	7.50
COLORADO COUNTY OIL CO., INC.	203425	A	400 GALS GAS, 2100 GALS DIESEL	5,545.45
DARRELL GERTSON	203428	A	MILEAGE (3/7 TO 3/20)	380.48
MOTAL MACHINE	203424	A	REPAIR THREADS. INV#962904	50.00
MUSTANG CAT	203480	A	PARTS/INV#PART4908935	174.60
SCHINDLER LPG, INC.	203423	A	100 LB REFILL/INV#2420	75.00
DEPARTMENT TOTAL				8,930.06
FUND TOTAL				8,930.06

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MARCH 25, 2019**

03/25/2019--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0080 HOT CHECK FUND CYCLE: ALL PAGE 11
TIME:01:11 PM CLAIMS FOR PAYMENT AS OF MARCH 25, 2019 PREPARER:0004

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0475-COUNTY ATTY-HOT CHK FUND	STANDARD COFFEE SERVICE CO.	203420	A	COFFEE/INV#11706945 031519	44.78
	DEPARTMENT TOTAL				44.78
	FUND TOTAL				44.78

03/25/2019--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 9999 GRAND TOTAL PAGE CYCLE: ALL PAGE 12
TIME:01:11 PM CLAIMS FOR PAYMENT AS OF MARCH 25, 2019 PREPARER:0004

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	GRAND TOTAL				195,343.80

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING**

MARCH 25, 2019

COLORADO COUNTY
318 Spring St. - Room 104
Columbus, Texas 78934
(979) 732-2791

DISTRIBUTION
White-Auditor
Pink-Department

VENDOR (Name and Address) <i>Sandy Bahm MD</i>					PURCHASE ORDER No. _____	
					Date	<i>3 21 19</i>
					Month	Day
					Year	
Render invoice in duplicate indicating our Purchase Order Number to Colorado County, Attention County Auditor's Office, 318 Spring St. - Room 104, Columbus, Texas 78934						
Approved by Auditor	Fund	Dept.	Expense	Checked by Co. Treasurer	Date Paid	Registered/Check Number
Quantity	DESCRIPTION				Unit Price	Amount
	<i>424 689A, James Goodwin</i>					<i>2051.00</i>
<input checked="" type="checkbox"/> Pay on Invoice Attached				COMBINATION FORM REQUISITION AND PURCHASE ORDER		
<input type="checkbox"/> Invoice to Be Mailed						

Date _____
 Signature _____

CONDITIONS AND INSTRUCTIONS

- The acceptance of this order implies acceptance of the following conditions: The person or firm filing this order will be governed by it, and payments will be made accordingly. No alterations, substitutions or extra charges of any kind will be permitted without prior approval. Cash discount must be shown on face of invoice. When invoices subject to discount are not mailed on date merchandise is furnished, discount period will be calculated from date invoice is received in the Auditor's office. Payment will be made only to the vendor named herein unless vendee is authorized in writing by vendor to make payments to a third party.
- NOTE: The County of Colorado is exempt from all Federal Excise and State Taxes. DO NOT include tax in your price or invoice.

COLORADO COUNTY SALES TAX EXEMPTION NO:
1-74-6000544-4

AUDITOR

It is necessary to disclose information received from patients who have opted to participate in the... (text partially obscured)

FOR MEDICARE CLAIMS: See the notice regarding system No. 09-70-0601, titled, "Carrier Medicare Claims Report," published in the Federal Register, Vol. 66 No. 177, page 375-49, Wed. Sept. 12, 1990, or as amended and reissued.

FOR OWBP CLAIMS: Department of Labor, Privacy Act of 1976, "Replication of Notice of Systems of Records," Federal Register Vol. 55 No. 40, Wed Feb. 26, 1990. See ESA-5, ESA-6, ESA-12, ESA-13, ESA-30, as amended and established.

FOR THIRD-PARTY CLAIMS - PRINCIPAL PURPOSE(S): To evaluate eligibility for medical care provided by civilian sources and to issue payment upon establishment of eligibility and determination that the appropriate rules involved are authorized by law.

ROUTINE USES: Information from claims and related documents may be given to the Dept. of Veterans Affairs, the Dept. of Health and Human Services and/or the Dept. of Transportation consistent with their statutory authorities; to various offices under TI-CARES/CHAMPVA; to the Dept. of Justice for representation of the Secretary of Defense in civil actions; to the Internal Revenue Service; private collection agencies; and non-profit health agencies in connection with re-assignment claims; and to Congressional Offices in response to inquiries made at the request of the person to whom a claim pertains. An-appeal/discontinuation may be made to other federal, state, local, foreign government agencies, private business entities, and individual providers of care, or entities relating to enrollment, claims adjudication, fraud, program abuse, utilization review, quality assurance, peer review, program integrity, third-party liability, coordination of benefits, and other claims related to the operation of TRICARE.

DISCLOSURES: Voluntary, however, failure to provide information will result in delay in payment or may result in denial of claim. With the one exception discussed below, there are no penalties under these programs for refusing to supply information. However, failure to furnish information regarding the medical services rendered or the amount charged would prevent payment of claims under these programs. Failure to furnish any other information, such as name or claim number, would delay payment of the claim. Failure to provide medical information under HIPAA could be deemed an obstruction.

It is mandatory that you tell us if you know that another party is responsible for paying for your treatment. Section 1129B of the Social Security Act and 31 USC 3601-3812 provide penalties for withholding this information.

You should be aware that P.L. 100-609, the Computer Matching and Privacy Protection Act of 1988, permits the government to verify information by way of computer matches.

MEDICARE PAYMENTS (PROVIDER CERTIFICATION)

I hereby agree to keep such records as are necessary to disclose fully the extent of services provided to individuals under the State's Title XIX plan and to furnish information regarding any payments claimed for procedures such as ordered by the State Agency or Dept. of Health and Human Services may request.

I further agree to accept, as payment in full, the amount owed by the third-party program for those claims submitted for payment under that program, with the exception of authorized deductible, coinsurance, co-payments or similar cost-sharing charges.

SIGNATURE OF PHYSICIAN (OR SUPPLIER): I certify that the services listed above were medically indicated and necessary to the health of this patient and were personally furnished by me or my employee under my personal supervision.

NOTICE: It is to be noted that the foregoing information is true, accurate and complete. I understand that payment and satisfaction of this claim will be from Federal and State funds, and that any false claims, statements, or omissions, or concealment of a material fact, may be prosecuted under applicable Federal or State laws.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0970-0047. The time required to complete this information collection is estimated to average 10 minutes per response, including the time to review instructions, search existing data sources, gather the data needed, and complete and review the information collection. If you have any comments concerning the accuracy of the time estimate or suggestions for improving the form, please write to: OMB, Paperwork Project, Attention: PRA Reports Clearance Officer, Mail Stop C4-60-05, Baltimore, Maryland 21244-0005. The public reporting burden for this collection of information is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering the data needed, and completing and reviewing the information collection. Send comments to this address.

MINUTES OF THE COLORADO COUNTY
 COMMISSIONER'S COURT REGULAR MEETING
 MARCH 25, 2019

PURCHASE ORDER Colorado County Precinct 4
 310 S. McCarty • Eagle Lake, Texas 77434 No. 4- 7078
 979-234-2633 • Fax 979-234-3832

To: MUSTANG CAT Date 3-13-19

Invoice # _____

QUAN.	DESCRIPTION	PRICE	AMOUNT
2	276-1318 SHIMS	46.96	93.92
2	276-1319 SHIMS	40.34	80.68
			174.60

RAYMIE KANA
 County Auditor, Colorado County, Texas

MAR 25 2019

CHECKED & APPROVED FOR
 \$ 174.60 FUND RS4

APPROVED FOR PAYMENT

DISTRIBUTION:
 WHITE - AUDITOR
 YELLOW - VENDOR
 PINK - OFFICE

\$ 174.60

Danell [Signature]
 Commissioner, Prec. 4

\$ For: 17 M3 CAT0012 MVN9F00398

Approved By: _____

Printed by USAD Langolus 3/17/19 10:04

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MARCH 25, 2019**

INVOICE




Mail Payments to:
Xerox Financial Services
P.O. Box 202882
Dallas, TX 75320-2882

Page 1

Questions? Contact us:

Invoicing: 844-733-9280
xfscustomer@jdrsol.com

Equip Protection: 866-223-6383

ATTN: Accounts Payable 
00533
COLORADO COUNTY AUDITOR
400 SPRING STREET ROOM 204
COLUMBUS, TX 78934

Invoice Number:	1551580	Customer PO#:	
Invoice Date:	March 16, 2019	Due Date:	April 5, 2019
Months Remaining:	24	Amount Due:	\$220.00

Billing Period	Contract	Description	Amount
03/05 - 04/04	010-0031532-003	Lease Payment 400 Spring ST Rm 204 HILLCREST, TX 78934 Model: 4265XF S/N: E5B595931 Model: 4265XF S/N: E5B595945	\$220.00

GSIN/U07/00053301011000

Detach here and return coupon with payment

Please make check payable to: Xerox Financial Services

Amount Enclosed: \$

Xerox Financial Services
P.O. Box 202882
Dallas, TX 75320-2882

INVOICE NUMBER: 1551580
Invoice Date: March 16, 2019
Contract No: 010-0031532-003
Due Date: April 5, 2019
Amount Due: \$220.00

COLORADO COUNTY AUDITOR
400 SPRING STREET ROOM 204
COLUMBUS, TX 78934

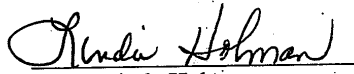
01551580 0100031532003 031532 0000022000 &

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MARCH 25, 2019**

I Linda Holman, District Clerk of Colorado County, Texas do hereby certify that the following appeared for GRAND JURY on March 19, 2019 and are entitled to \$40.00 compensation for service.

- | | | |
|-----------------------|----------------------|----------------------|
| 1. Shirley Mitchell | 727 S. McCarty Ave. | Eagle Lake, TX 77434 |
| 2. Travis Wegenhof | 226 Bank St. | Columbus, TX 78934 |
| 3. Kevin Elstner | 1109 CR 249 | Weimar, TX 78962 |
| 4. Beverly Wunderlich | P.O. Box 932 | Weimar, TX 78962 |
| 5. Donald Dobecka | 1000 Grace Place Ln. | Weimar, TX 78962 |
| 6. Leon Bratcher | 117 Irwin Drive | Columbus, TX 78934 |
| 7. Geri Vandermark | P.O. Box 621 | Altair, TX 77412 |
| 8. Chris McCreary | P. Box Box 571 | Eagle Lake, TX 77434 |
| 9. Debra Gregory | 100 Crestview St. | Columbus, TX 789354 |
| 10. Annie Gold | P.O. Box 26 | Nada, TX 77460 |

Signed this the 19TH day of March, 2019, in the office of the District Clerk, Colorado County, Texas.


Linda Holman
By Deputy _____

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

MARCH 25, 2019

1



BILLY HEFNER
Justice of the Peace
Precinct No. 1
Colorado County, Texas

P. O. Box 783
2215 Walnut (County Jail)
Columbus, Texas 78934
979-732-2734

March 13, 2019

Raymie Kana, County Auditor
Colorado County Courthouse
318 Spring Street, Suite 104
Columbus, TX 78934

RE: CR-18-0509 – State of Texas vs. Jesus Z. Hernandez, Jr.

Dear Mrs. Kana:

Listed are the persons who were present, but did not serve as a jurors, on Tuesday, March 12, 2019.
The following persons are entitled to \$12.00 each:

- | | |
|-----------------------------|--|
| 1. Treviyon Jermill Jackson | 1310 Preston St., Columbus, TX 78934 |
| 2. Steve Coleman III | P.O. Box 514, Columbus, TX 78934 |
| 3. Jose Camacho | 1256 CR 220, Weimar, TX 78962 |
| 4. Joseph Reyes | 2109 Hwy 71, Columbus, TX 78934 |
| 5. Michael W. Weathers | P.O. Box 1029, Columbus, TX 78934 |
| 6. Eusebe Aime Lauzon IV | P.O. Box 502, Columbus, TX 78934 |
| 7. Clarence F. Hamman, Jr. | 1016 Hamman Dr., Cat Spring, TX 78933 |
| 8. Stephen Jerome Girndt | 1062 Dee Allen Rd., Columbus, TX 78934 |
| 9. Erwin Hattermann | 1276 CR 213, Weimar, TX 78962 |
| 10. Danielle Marie Stock | 403 W. Post Office St., Weimar, TX 78962 |
| 11. Krystle Nicole Warschak | 1011 Schmitt Creek Rd., Alleyton, TX 78935 |
| 12. Jessenia Morales | 5622 IH 10, Alleyton, TX 78935 |
| 13. Whitney Ripper | 1062 CR 252, Weimar, TX 78962 |

Thank you,

A handwritten signature in cursive script that reads "Billy Hefner".

Billy Hefner
Justice of the Peace
Precinct No. 1

BH:tt

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

MARCH 25, 2019

1



BILLY HEFNER
Justice of the Peace
Precinct No. 1
Colorado County, Texas

P. O. Box 783
2215 Walnut (County Jail)
Columbus, Texas 78934
979-732-2734

March 13, 2019

Raymie Kana, County Auditor
Colorado County Courthouse
318 Spring Street, Suite 104
Columbus, TX 78934

RE: CR-18-0509 – State of Texas vs. Jesus Z. Hernandez, Jr.

Dear Mrs. Kana:

Listed are the persons who were present and served as a jurors, on Tuesday, March 12, 2019. The following persons are entitled to \$20.00 each:

- | | |
|-----------------------------|--|
| 1. Colby Dewitt Siptak | 1016 Zajicek Lane, Columbus, TX 78934 |
| 2. Tammy Loraine Neuendorff | 1104 Schobel Rd., Columbus, TX 78934 |
| 3. Mary Lou Martin | 1158 Hattermann Lane, Weimar, TX 78962 |
| 4. Andrew John Schobel | 1092 Robert Lane, Columbus, TX 78934 |
| 5. Gloria Wright Ilse | 1080 CR 105, Columbus, TX 78934 |
| 6. Consuela H. Kemp | P.O. Box 293, Rock Island, TX 77470 |

Thank you,

A handwritten signature in cursive script that reads "Billy Hefner".

Billy Hefner
Justice of the Peace
Precinct No. 1

BH:tt

**MINUTES OF THE COLORADO COUNTY
 COMMISSIONER'S COURT REGULAR MEETING
 MARCH 25, 2019**

COLORADO COUNTY, TEXAS		MARCH 16TH THRU 31ST PAID ON MARCH 29, 2019		TOTAL		ACCOUNTS PAYABLE CHECKS	
GENERAL FUND (DEDUCTIONS)	SALARIES	FICA	INSURANCE	TDDRS	TOTAL		
	257,753.60	19,052.57	53,250.30	30,976.36	361,032.85		
	(19,052.57)	(7,388.01)	(18,013.31)				
AIRPORT (DEDUCTIONS)						7193	TAC HEHP
						7194	AMERICAN GENERAL
						7195	AIRE/VAC
R&B PCT #1 (DEDUCTIONS)	11,567.75	859.13	3,080.85	1,388.13	16,895.86	7196	MESA
	(859.13)	(209.86)	(809.74)			7197	LINA
						7198	PIC
R&B PCT #2 (DEDUCTIONS)	13,877.00	996.61	3,958.76	1,666.44	20,498.81		
	(996.61)		(899.14)	(971.39)			
R&B PCT #3 (DEDUCTIONS)	12,946.75	906.60	2,642.95	1,455.69	17,951.99		TEXAS CSDU
	(906.60)		(1,003.81)	(906.27)			TEXAS LIFE
							TRANSAMERICA
							NACO
R&B PCT #4 (DEDUCTIONS)	10,335.50	753.74	3,075.87	1,240.26	15,405.37		AF/LAC
	(753.74)		(339.58)	(723.49)			TDDRS
							FED'L RESERVE BANK
							DENTAL SELECT
							VOYA
CO ATTY-FORFEITURE (DEDUCTIONS)	167.50	12.76	0.00	20.12	200.38		GYM MEMBERSHIP
	(12.76)		(0.00)	(11.73)			
SECURITY FUND (DEDUCTIONS)	3,288.75	232.47	0.00	165.43	3,686.65		
	(232.47)		(0.00)	(96.51)			Social Security
							Medicare Tax
							FED WHI
HOT CHECK FUND (DEDUCTIONS)	0.00	0.00	0.00	0.00	0.00		
	(0.00)		(0.00)	(0.00)			Social Security
							Medicare Tax
							FED WHI
CO. ATTY. SUPPLEMENTAL (DEDUCTIONS)	932.00	70.81	0.00	111.83	1,114.64		
	(70.81)		(0.00)	(65.24)			EMPLOYER
							EMPLOYEE
							TDDRS
TOTALS	310,968.95	22,884.69	66,008.73	37,024.28	436,786.55		
	(22,884.69)	(9,800.40)	(21,597.68)	(58,621.96)			CAD
		(45,769.38)					GWD
							RETIREE
							COBRA
							TAC INS

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MARCH 25, 2019

**COLORADO
COUNTY**

**INDIGENT
HEALTH CARE**

MARCH
2019

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MARCH 25, 2019**



Form 105

**COUNTY INDIGENT HEALTH CARE PROGRAM
MONTHLY FINANCIAL REPORT**

County Name Colorado Co. Indigent Report for (Month/Year) 03/2019
or
Amendment of the Report for (Month/Year)

I. REIMBURSABLE EXPENDITURES during This Report Month

Physician Services	1.	\$605.37	
Prescription Drugs	2.	\$98.82	
Hospital, Inpatient Services	3.	\$0.00	
Hospital, Outpatient Services	4.	\$8,640.76	
Laboratory/X-Ray Services	5.	\$28.87	
Skilled Nursing Facility Services	6.	\$0.00	
Family Planning Services	7.	\$0.00	
Rural Health Clinic Services	8.	\$390.32	
State Hospital Contracts	9.	\$0.00	
Optional Health Care Services	10.	\$0.00	
Amount of Intergovernmental Transfer	11.		
Total Expenditures (Add #1 through #11.)			12. \$9,764.14
Reimbursements Received (Do not include State Assistance.)	13. (\$0.00)	
6% Eligibility System Review Findings (\$ in error)	14. ()	
Total to be Deducted (Add #13 + #14.)			15. (\$0.00)
Applied to State Assistance Eligibility/Reimbursement (#12 minus #15)			16. \$9,764.14

II. EXPENDITURE TRACKING for State Assistance Funds Eligibility/Reimbursement

TOTAL EXPENDITURES for Current State Fiscal Year (9/1 - 8/31) \$	<u>60,898.82</u>
GRTL \$ <u>6,015,264.77</u>	
4% of GRTL \$	<u>240,610.59</u>
6% of GRTL \$	<u>360,915.89</u>
8% of GRTL \$	<u>481,221.18</u>

Jessie Besto
Signature of Person Submitting Form 105

03/21/2019
Date

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

MARCH 25, 2019

**Colorado County Indigent Health Care
Courthouse Annex
318 Spring Street, #111
Columbus, Texas 78934**

April, 2019

ACTIVE CASES:

Edwardo Torres
Donna Blair
Manuel Hernandez
Linda Saucedo
Brenda Ellison
Joe L. Toliver Jr.
Leigh Ann Bingham

Pamela Lieu
Raymond Hernandez
Albert Rios
Brandon Barton

DENIED DUE TO CHANGE : Deborah Lahman, Leathan Shirley, Yvette Almeida

DENIED APPLICATIONS: LaPorchia Miller, Jo Ellen Kilpatrick Williams,

APPROVED APPLICATIONS:

APPLICATIONS PENDING [DISABILITY/SSI]:

(Approved SSI w/Medicaid)

(Income)

(Moved)

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MARCH 25, 2019**

_22. Announcements (without discussion and no action) by elected officials/department heads.

Commissioner Kubesch congratulated Joyce Guthmann, County Treasurer on attending the Investment Class and making a (98) on her test.

_23. Commissioners Court Members sign all documents and papers acted upon or approved.

Judge Prause announced it is now time to sign all papers and documents.

_24. Adjourn.

Motion by Judge Prause to adjourn at 10:14 AM; seconded by Commissioner Hahn.

An audio recording of this meeting of March 25, 2019 is available in the County Clerk's Office.

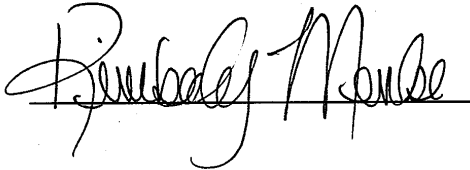
**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING**

MARCH 25, 2019

Minutes were taken and prepared by Kimberly Menke, County Clerk on the 25th day of March, 2019 with Judge Ty Prause presiding.

I, KIMBERLY MENKE, COUNTY CLERK AND EX-OFFICIO OF THE COMMISSIONERS COURT IN AND FOR COLORADO COUNTY, TEXAS do hereby certify that the foregoing is a true and correct copy of the minutes of the Commissioner Court in session on the 25th day of March, 2019.

Given under my hand and official seal of office this date March 25, 2019.

Handwritten signature of Kimberly Menke in cursive script, written over a horizontal line.