

COLORADO COUNTY COMMISSIONERS COURT
NOTICE OF OPEN MEETING

DATE OF MEETING: September 26, 2022 – 9:00 A.M.
BUILDING: Colorado County Courthouse, County Courtroom
STREET LOCATION: 400 Spring Street
CITY OF LOCATION: Columbus, Texas 78934

The Colorado County Commissioners Court Meetings will be broadcast live on Zoom <https://txcourts.zoom.us/j/93198500943> for those individuals who wish to watch or listen remotely.

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 26th day of September 2022, the Commissioners Court of Colorado County, Texas met in Regular 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
Honorable Doug Wessels
Honorable Darrell Kubesch
Honorable Keith Neuendorff
Honorable Darrell Gertson
By: Michelle Kollmann**

**County Judge
Commissioner Precinct #1
Commissioner Precinct #2
Commissioner Precinct #3
Commissioner Precinct #4
Deputy Clerk**

Honorable Kimberly Menke was unable to attend.

County Judge Ty Prause called the meeting to order at 9:05 A.M., followed by

Pledges to the United States Flag and Texas Flag.

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September 26, 2022**

DELIBERATE AND CONSIDER ACTION ON THE FOLLOWING ITEMS:

__1. Agenda as posted.

**Motion by Commissioner Wessels to approve Agenda as posted; 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
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FILED FOR RECORD
COLORADO COUNTY, TX

2022 SEP 22 PM 3:29

KIMBERLY MENKE MK
COUNTY CLERK

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DELIBERATE AND CONSIDER ACTION ON THE FOLLOWING ITEMS:

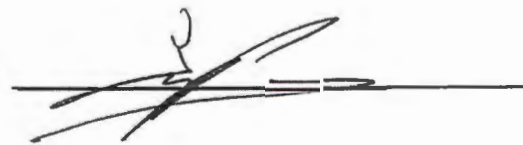
- __1. Agenda as posted.
- __2. Public comments.
- __3. Proclamation honoring the 4-H Youth Development Program of the Texas A&M AgriLife Extension Service for 115 years of providing experience-based education to youngsters throughout Texas and designating October 2-8, 2022 as National 4-H Week.
- __4. Proclamation recognizing October 2022 as Domestic Violence Awareness Month.
- __5. Proclamation recognizing October 6, 2022 as German-American Day.
- __6. Application submitted by Ebano Cable to install fiber optic cable upon and along the right-of-away of County Road 106 and County Road 160, Precinct No. 1. (Wessels)
- __7. Application submitted by City of Eagle Lake to install sewer line and manhole upon and along the right-of-away of Calhoun Road, Precinct No. 4. (Gertson)
- __8. Discuss and consider adopting a burn ban to restrict outdoor burning pursuant to Texas Local Government Code Section 352.081(c)(1) or (c)(2) for up to 90 days. (Prause)
- __9. Amendment to Contract for Secure Short-Term Detention of Juvenile Offenders between Atascosa County and Colorado County regarding the increase of rate for services effective September 1, 2022. (Prause)
- __10. Authority for Election Administrator and Voting Systems Clerk to receive a cell phone allowance. (Kana)
- __11. Colorado County Resolution supporting Indigent Defense Grant Program for FY2023. (Kana)
- __12. Execute engagement letter for Outside Audit for 2022. (Lowrance)

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- _13. Review quotes and select a Financial Information System to replace the existing system. (Lowrance)
- _14. Appoint a licensed physician to serve as the County's Local Health Authority for the term September 1, 2022 to August 31, 2024. (Prause)
- _15. Consent Items:
 - a. Accept donation to Colorado County Sheriff's Office from Aqeel Business Inc. – Grab n Go 2 in the amount of \$1,500.00.
 - b. Continuing Education Transcript for County Commissioner Keith Neuendorff.
- _16. Examine and approve all accounts payable and budget amendments.
- _17. Announcements (without discussion and no action) by elected officials/department heads. (Types of Announcements: Events, Road Conditions, Weather Occurrences, Important Dates, Vacancies in Offices or Positions, Accomplishments of Individuals, and Notices)
- _18. Commissioners Court Members sign all documents and papers acted upon or approved.
- _19. Adjourn.

CERTIFICATION

NAME: Ty Prause
TITLE: Colorado County Judge
SIGNATURE OF CERTIFYING OFFICIAL:
DATE: September 22, 2022
TELEPHONE NUMBER: (979) 732-2604
FAX NUMBER: (979) 732-9389



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

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__2. Public comments.

Debbie Damon read a prepared statement concerning Family Endeavors in Eagle Lake.

(See Attachment)

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Colorado County Commissioners' Court ✓

Public Comment Rules

1. Citizens wishing to speak must sign in on the bottom of this sheet.
2. Public comment will be limited to five (5) minutes per person and thirty (30) minutes per agenda item.
3. Citizens will be allowed to address only items that are on the agenda and as indicated on the bottom of this sheet. A separate sheet must be filled out for each agenda item to be discussed.
4. All comments must be addressed to the Commissioners' Court.
5. The Court may make a request for information from the floor on an "as needed" basis, as determined by the Judge or a Commissioner.
6. The Judge (or Judge pro tem) has full and final authority to amend or terminate any of the above.

Please remember that this is an "Open Public Meeting" and not a "Public Hearing". Very specific rules apply to each.

Public Participation Form

Name (please print)

Debbie Damon

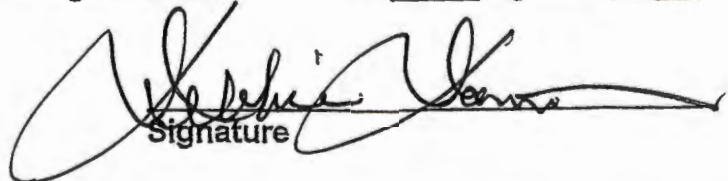
Which agenda item do you wish to address?

3

In general, are you for or against this agenda item?

For _____ Against _____

Signature



Note: This form must be presented to the County Clerk (or assistant) prior to the time that the agenda item you wish to address is discussed before the Court.

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**COLORADO COUNTY COMMISSIONERS COURT MEETING
MONDAY, SEPTEMBER 26, 2022**

Prepared by Debbie Damon and Cynthia Penney
Presented by Debbie Damon

FAMILY ENDEAVORS/ENDEAVORS UPDATE

Endeavors/Family Endeavors Update – On Tuesday, September 20, 2022 Debbie Damon visited 751 Heritage Lane, Eagle Lake, Texas 77434 the jobsite where Family Endeavors/Endeavors is proposing to build out a housing project of illegal immigrant children. Tuesday, September 19, 2022 I spoke to the foreman and asked him when the project would be completed and his response was in a couple of months. The original City of Eagle Lake Building Permit #28070 was issued to Casa Alvarez Realty on November 12, 2020 but expired May 12, 2021. The most recent building permit was issued to F.A. Nunnely, a commercial contractor, in March, 2022 but expired September 3, 2022. The more current Eagle Lake Plumbing Permit #7714 was issued October 6, 2021 but expired April 6, 2022 (Mission Mech.). Electric Plumbing Permit (was issued to Core Electric) March 3, 2022 but expired 6 months later September 19, 2022 to a company Core Electrical. Eagle Lake construction building permits are only active for 6 months whereby they need to be renewed. These expired permits are still posted on the front doors of the building. Why are these contractors allowed to continue construction without new updated permits? Eagle Lake permits are only active for 6 months and must be renewed.

Colorado County Development Permit office was contacted and it was determined that the address of this building is inside the Eagle Lake, Texas city limits and therefore new permits are required to apply for approval of Development Permit Application through the City of Eagle Lake and not Colorado County.

There is no new activity regarding Family Endeavors requesting tax exemption for 501(c) 3 on this property. Still denied. I will check with them periodically.

Family Endeavors previously known as Endeavors has a new website. The name posted on the building sign reads "Children's Learning Center".

Your Basin Newspaper ~ Pecos, Texas (KMID/KPEJ) – Article Posted 8/30/2022: Updated 9/2/2022

The Pecos Migrant Holding Facility is in the process of constructing additions to its current location along with some new employee housing. Now, two small towns struggle to make sense of what these camps mean for their communities. This is how it began. Sixteen months ago, the City of Pecos was told that the migrant facility would be temporarily housing children who had been displaced through migration at a former oilfield man camp in Pecos. The issue was not up for vote or approval by the

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citizens of Pecos. In March, 2021 Endeavors was asked by the Office of Refugee Resettlement (ORR), through a no bid process, to facilitate the creation of this 'temporary emergency holding' facility. The payout for this no-bid project was said to have been worth up to \$575 Million. According to City officials, it is estimated that the facility has profited around \$450,000,000.00 to date.

Today the camp expansions include an expansion to the current facility housing children as well as a new housing facility for employees of the camp. On a daily basis, the migrant facility receives around 10-13 bus loads of migrants as well as out-of-town employees coming in to work at camp. Wonder what the citizens of Colorado County, Texas will think about this!

Here comes the big bang....as a temporary site, the Pecos facility was slated to be an interim location until a state licensed site could be completed in Eagle Lake, Texas by ORR. However, residents of Pecos have begun to notice that there is an expansion of the facility taking place. The Town of Pecos City Manager, Charles Lino, stated that Endeavors had not given the city any notice during the planning stages of the project and that they only learned of the expansion after the building permits were submitted. He said "it's difficult when you have to say 'I don't know' to the public as a city leader. H wanted to be clear that it isn't whether or not the city wants the camps or not, it is about the fact that there is no information being given to the city concerning the camp.

To date, Pecos has not been compensated for the loss of HOT Taxes, waste, water and other utilities being used at the facility as expressed by the original conversations during the onset of the project.

As far as the Eagle Lake facility is concerned; Interim City Manager of Eagle Lake stated that he was told the facility that was being built was also supposed to be temporary. "It was not well received by the residents of Eagle Lake. From the beginning, he says, they were not told much. There has been little to no communication between Endeavors and the City of Eagle Lake. However, he also stated that the building was supposed to have been halted due to some non-specified discrepancies and still continues t be built as of today. And, according to the Endeavors website, "Endeavors is preparing to open a permanent shelter for unaccompanied children in Eagle Lake, a community project that will fill a critical need."

Your Basis Newspaper KMID has reached out to the Office of Refugee Resettlement and is waiting for comment.

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- __3. Proclamation honoring the 4-H Youth Development Program of the Texas A&M AgriLife Extension Service for 115 years of providing experience-based education to youngsters throughout Texas and designating October 2-8, 2022 as National 4-H Week.

Laramie Kettler with Colorado County 4-H publicly thanked the court for their support with the 4-H program. She stated September 1 started their new year and currently have well over 100 youth signed up. The Colorado County 4-H will be planning food drives in Columbus, Eagle Lake, and Weimar to give back to the community.

Motion by Judge Prause to approve a Proclamation honoring the 4-H Youth Development Program of the Texas A&M AgriLife Extension Service for 115 years of providing experience-based education to youngsters throughout Texas and designating October 2-8, 2022 as National 4-H Week; seconded by Commissioner Neuendorff; 5 ayes 0 nays; motion carried; it was so ordered.

(See Attachment)

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National 4-H Week Proclamation

Celebrating Opportunity 4 All

WHEREAS, The Colorado County Commissioners Court is proud to honor the 4-H Youth Development Program of the Texas A&M AgriLife Extension Service for 115 years of providing experience-based education to youngsters throughout the Lone Star State; and

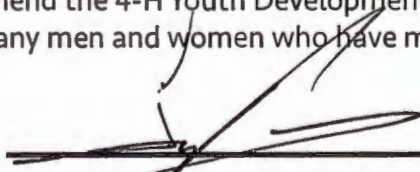
WHEREAS, This admirable program, which seeks to provide a learning experience for the whole child, including head, heart, hands, and health, helps young Texans to acquire knowledge, develop life skills, and form attitudes to enable them to become self-directed, productive, and contributing members of our society; and

WHEREAS, Its more than 550,000 urban, suburban, and rural youth participants, ranging in age from eight to nineteen, hail from diverse ethnic and socioeconomic backgrounds and truly represent a cross-section of the state; and

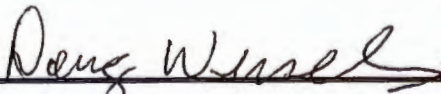
WHEREAS, The program undoubtedly could not have achieved the success that it has today were it not for the service of its more than 22,000 volunteers, who have given generously of their time, talents, energies, and resources to the youth of Texas; and

WHEREAS, Throughout its proud history, the 4-H program has developed positive role models for countless Texans and through its innovative and inspiring programs, continues to build character and to instill the values that have made our state strong and great; now, therefore, be it

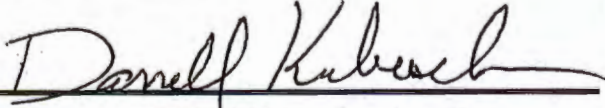
RESOLVED, The the Colorado County Commissioners Court, hereby designated October 2-8, 2022 as National 4-H Week in Texas and commend the 4-H Youth Development Program of the Texas A&M AgriLife Extension Service and the many men and women who have made the program a success.



County Judge



Commissioner Precinct 1



Commissioner Precinct 2



Commissioner Precinct 3



Commissioner Precinct 4

September 26, 2022

Date

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- __4. Proclamation recognizing October 2022 as Domestic Violence Awareness Month.**

Maria and Beverly with the Family Crisis Center stated October was Domestic Violence Awareness Month and asked the court to be in support of the worldwide domestic violence issues. They will be hosting an Open House in the Columbus office, located in the EMS building, on Tuesday, October 4 from 5 – 7 PM. They also reminded the court that advocates are available 24/7 as well as the crisis hotline.

Motion by Judge Prause to approve a Proclamation recognizing October 2022 as Domestic Violence Awareness Month; seconded by Commissioner Wessels; 5 ayes 0 nays; motion carried; it was so ordered.

(See Attachment)

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DOMESTIC VIOLENCE AWARENESS MONTH PROCLAMATION

In Colorado County, in recognition of the important work done by survivors, domestic violence programs and victim service providers, I urge all citizens to actively participate in the scheduled activities and programs sponsored by the Family Crisis Center and other community organizations to work toward the elimination of intimate partner violence.

WHEREAS, in just one day in 2021, across the U.S. and its territories, over 70,000 victims of domestic violence sought services from domestic violence programs and shelters. That same day, more than 9,000 requests for services, including emergency shelter, housing, transportation, childcare and legal representation, could not be provided because programs lacked the resources to meet victims' needs;

WHEREAS, the impact of domestic violence is wide ranging, directly affecting individuals and society as a whole, here in this community, throughout the United States and the world, and

WHEREAS, racism, homophobia, transphobia, ageism and discrimination based on physical ability, nationality or other factors help to perpetuate domestic violence and make finding safety even more difficult for some victims;

WHEREAS, the need for safe housing continues to be rated as survivors' most urgent need; and

WHEREAS, Colorado County joins with others across Texas and the nation in supporting victims of domestic violence, as well as local programs, state coalitions, national organizations, and other agencies nationwide who are committed to increasing public awareness of domestic violence and sending a clear message to abusers that domestic violence is not tolerated in Colorado County;

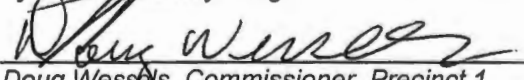
WHEREAS, domestic violence impacts millions of people each year, but it can be prevented. Preventing domestic violence requires the collective voice and power of individuals, families, institutions, and systems – each of whose "#1Thing" adds a valuable and powerful component to transforming our communities.

NOW THEREFORE BE IT RESOLVED that the Colorado County Commissioners Court joins anti-domestic violence advocates and support service programs in the belief that all Colorado County members must be part of the solution to end domestic violence. Along with the United States Government and State of Texas, I do hereby proclaim October as "Domestic Violence Awareness Month" and reaffirm Colorado County's commitment to ending domestic violence in our community.

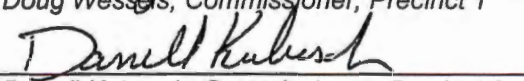
IN WITNESS WHEREOF, we have hereunto set our hands and caused the Seal of the County of Colorado to be affixed this 26th day of September, 2022.



Ty Prause, County Judge



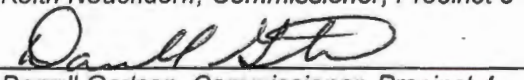
Doug Wessels, Commissioner, Precinct 1



Darrell Kubesch, Commissioner, Precinct 2



Keith Neuendorff, Commissioner, Precinct 3



Darrell Gertson, Commissioner, Precinct 4

#1Thing

Domestic Violence
Awareness Month

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__5. Proclamation recognizing October 6, 2022 as German-American Day.

The Texas German Society, Colorado County Chapter was present to take a photo with the court. It was also stated that the Colorado County Chapter will be hosting the State Convention on April 22, 2023 at St. Roch's in Mentz. Judge Prause read the Proclamation and encouraged all to visit Cat Spring Hall and view the historical documents they have. Motion by Judge Prause to approve a Proclamation recognizing October 6, 2022 as German-American Day; seconded by Commissioner Neuendorff; 5 ayes 0 nays; motion carried; it was so ordered.

(See Attachment)

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PROCLAMATION

WHEREAS, on October 6, 1683, 13 families landed in Philadelphia, having set sail from the German city of Krefeld. These pioneers founded the first German settlement in America: Germantown, Pennsylvania. Since this auspicious beginning, millions of German immigrants have come to our Nation in pursuit of personal and religious freedoms and economic opportunity.

WHEREAS, the German immigration to Texas began in the 1830's and developed in large part through the initiative of Johann Friedrich Ernst, known as the 'Father of German Immigration', his settlement of Industry being the first German town in Texas.

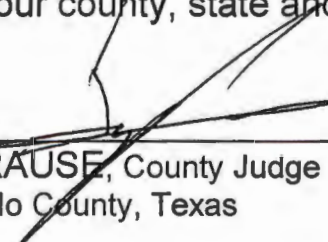
WHEREAS, German settlers arrived in Colorado County in 1832 and continued settling here for many years.

The sons and daughters of German immigrants have served this County and this Country steadfastly in all fields, and continue to celebrate their heritage.

NOW, THEREFORE, I, Ty Prause, County Judge, Colorado County, Texas, do hereby proclaim October 6, 2022, as

GERMAN-AMERICAN DAY

We call upon all citizens to recognize the vital role that German-Americans have played in the development of our county, state and nation.



TY PRAUSE, County Judge
Colorado County, Texas

Date: September 26, 2022

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- __6. Application submitted by Ebano Cable to install fiber optic cable upon and along the right-of-away of County Road 106 and County Road 160, Precinct No. 1. (Wessels)**

Commissioner Wessels stated this work will be done close to Rock Island and Ebano Cable is doing work for AT&T.

Motion by Commissioner Wessels to approve an Application submitted by Ebano Cable to install fiber optic cable upon and along the right-of-away of County Road 106 and County Road 160, Precinct No. 1; seconded by Commissioner Kubesch; 5 ayes 0 nays; motion carried; it was so ordered.

(See Attachment)

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COUNTY ROAD RIGHT-OF-WAY
APPLICATION, AGREEMENT & PERMIT
FOR COLORADO COUNTY

Application

Applicant Company: Ebano Cable
Contact Person: Yoana Infante
Address: 700 Colorado St
Glidden Tx 78943
Phone: 979-732-4022 Fax: _____

Location of right-of-way for proposed construction/installation/repairs in Precinct ____:

Cr 106 Rd, Cr 160 Rd.

Description of right-of-way work to be performed: Install new fiber
optic on Cr 106 Rd Boring 1.20 mil than
Cross Cr 160 Rd Boring 160 Feet under Cr 160 Rd

Sep 22 2022
Date

Yoana Infante
Signature of Firm Name Representative

Yoana Infante
Printed Name of Firm Name Representative

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Agreement

In exchange for the issuance of a permit by Colorado County to perform the work described on the Application, Applicant agrees to comply with the following provisions:

1. Applicant shall pay a permit, inspection and document review fee of \$1,000 for the Oil & Gas industry and \$100 for all other types of right-of-way permits and a fee of \$500 for each open cut of a County Road if that procedure is approved by the Precinct Commissioner.
2. Applicant expressly recognizes that the issuance of a permit by Colorado County does not grant any right, claim, title, or easement in or upon the road or its appurtenances. In the future, should Colorado County, for any reason, need to work, improve, relocate, widen, increase, add to, decrease, or in any manner change the structure of the road or right-of-way, the line, if affected, will be moved, or relocated at the complete expense of Applicant.
3. 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 or by improper occupancy of rights-of-way or public place or public structure, and in case any suit or action is brought against Colorado County for damages arising out of or by reason of any of the above causes, Applicant, its successors or assigns, will upon notice to him or them of commencement of such action, defend the same at his or their own expense, and will satisfy any judgment after said suit or action shall have finally been determined if adverse to Colorado County.
4. Colorado County, its employees and agents will, at no time, be held liable for any damage or injury done to the property of Applicant whether in contract or in tort, which may result from improving and/or maintaining its county roads or right-of-ways.
5. The Applicant must provide two (2) copies of drawings or diagrams showing proposed location of the utility, pipeline, communication line, electrical line, or telephone line (hereafter "utility") with respect to right-of-way, type of installation or repair, size, length, material, and size of appurtenances, if any.
6. The construction and maintenance by Applicant shall not interfere with a previously installed utility. When necessary to remove or adjust another utility, a representative of that other utility shall be notified to decide the method and work to be done. Any cost of temporarily or permanently relocating other utilities shall be borne by Applicant.

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7. If Applicant is installing a pipeline across a county road, the pipe shall be encased from right-of-way line to right-of-way line. Vents will be provided at each end where the length of casing is over 150 feet. All vents shall be placed outside county road right-of-way. Readily identifiable and suitable markers shall be placed at the right-of-way line where it is crossed by the pipeline.
8. If Applicant is installing a pipeline along the county road right-of-way it shall be located as close as possible to the right-of-way line as specified by the Precinct Commissioner. Readily identifiable and suitable markers shall be placed along the pipeline every 1,000 feet.
9. Applicant agrees to haul heavy loads or equipment to the work site along routes designated by the Commissioner of the Precinct in which such roads are located and Applicant, further, agrees to reimburse the County for any and all damages to roads and bridges in Colorado County from the movement of said loads or equipment within 30 days of receipt of County's notice of damages.
10. The Applicant shall make every effort to open and close all trenching operations during the daylight hours of one day. Appropriate measures shall be followed in the interest of safety, traffic convenience and access to adjacent property for all trenching operations. It shall be the responsibility of the Applicant to adhere to the section on construction and maintenance as outlined in the Texas Manual of Uniform Traffic Control Devices.
11. All lines, where practicable, shall be located to cross roadbed at an approximate right angle. No lines are to be installed under or within 50 feet of either end of any bridge. No lines shall be placed in any culvert or within 10 feet of the closest point of same.
12. Parallel lines will be installed as near to the right-of-way line as possible, and no parallel line will be installed in the roadbed or between the drainage ditch and the roadbed without special permission of the Precinct Commissioner.
13. No work shall be performed in the County right-of-way until after a permit has been issued by the County. Each permit will be valid for a period of 180 days. If construction has not been completed within this period, a new permit must be obtained.
14. The Applicant or its Contractor shall have a copy of the executed Application, Agreement and Permit available on the job site during the duration of the work.
15. All lines shall be buried at least forty (40) inches below the lowest point of the roads, ditches, creeks or borrow pits.
16. All open cut excavations of a county road shall be no greater in width than is necessary to adequately install the utility line.

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17. Operations along roadways shall be performed in such a manner that all excavated material be kept off the pavement at all times, as well as all operating equipment and materials. No equipment or installation procedures will be used which will damage any road surface or structures. The cost of any repairs to road surface, roadbed, structures, or other right-of-way features as a direct result of this installation will be borne by the Applicant.
18. Upon completion of the project, all equipment, construction material, surplus materials, trash, broken concrete, lumber, etc. shall be removed from the construction site. The entire construction site shall be graded and cleaned to present the appearance as it was prior to construction or better.
19. For utility lines crossing under a County road or private entrance, Contractor shall be required to drill, core, or bore through the sub-grade at a depth to be determined by the Precinct Commissioner. If, however, such procedure is deemed impractical by reason of rock, utilities, underground construction or terrain, special permission shall be obtained from the Precinct Commissioner before an open road cut will be allowed. If approved, trenching, backfilling, and resurfacing of the cut shall be done in accordance with the procedures outlined in this Agreement. The Applicant shall be responsible for all paving repair for a period of one year after completion.
20. Backfill requirements for all open cut excavation and trenches shall be as follows:
 - i. Areas not subject to or influenced by vehicular traffic- the trench backfill shall be placed in layers not more than ten inches (10") in depth, and shall be compacted by whatever means the Contractor chooses.
 - ii. Areas subject to or influenced by vehicular traffic- the trench backfill shall be mechanically compacted in six-inch (6") lifts to a minimum of ninety percent (90%) modified proctor density.
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 3. Asphalt Roads- Backfill materials shall be selected mineral aggregate and cement in proportions of 27 to 1, properly compacted (tamped to proper density of 90%) to within two inches (2") of road surface. Asphaltic concrete must then be added and tamped or rolled to make a level surface with existing road surface.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
September 26, 2022**

21. The Applicant shall not cut or open more than one-half of the roadway at a time, in order to maintain the flow of traffic at all times. However, in an emergency or with the permission of the Precinct Commissioner, the total width of the roadway may be cut or opened, provided barricades are placed at the first intersection each way from the cut, and suitable detour signs are erected.
22. All of the above work shall be done under the direction of, and be satisfactory to, the Precinct Commissioner. The holder of the permit shall notify the Precinct Commissioner twenty-four (24) hours prior to the time the work will be done, to allow the Precinct Commissioner to be present at the time the work is done. This will in no way relieve the Applicant from its responsibility for maintenance due to failure of the repaired cut.
23. Failure to Comply with Specifications: If an opening or cut in the county right-of-way is not refilled and restored as herein provided, the County will notify the Applicant in writing to refill and restore the opening to the satisfaction of the Precinct Commissioner. If the Applicant fails to comply with the written request within ninety (90) days after receipt of such notice, the County is authorized to disable or remove the utility from the right-of-way and Applicant will pay for any expenses for the refilling and restoration within thirty (30) days after notice of the amount by County. Failure to refill, restore, or pay will authorize the County to collect using the Performance Bond. No further permits shall be issued to such Applicant until these costs have been paid.
24. An opening or cut in a county road that is not refilled and restored within 24 hours following verbal notice to applicant by Precinct Commissioner will be repaired by County and Applicant will be billed for the cost of repairs. Failure to pay this bill will authorize County to collect the bill using the Performance Bond.
25. In the event that the Applicant or its successor(s) abandons the utility, Applicant shall give written notice to the Colorado County Judge, P.O. Box 236, Columbus, TX 78934.
26. If the utility is abandoned or at the expiration of the use of said utility, Applicant will timely remove the utility from the county right of way. In the event said utility is not removed, ownership of the utility will vest in County. It is agreed that "timely removal" of said utility shall be within 120 days after said utility is abandoned or use expires.
27. Applicant must post a performance bond in the amount of \$2,500 per mile and \$2500 for each boring under a county road assuring the performance of said work in compliance with the terms of this contract and pay a permit, inspection and document review fee of \$1,000 for the Oil & Gas industry and \$100 for all other types of right-of-way permits to Colorado County.
28. Applicant shall obtain, at Applicant's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property

MINUTES OF THE COLORADO COUNTY
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September 26, 2022

damage with minimum coverage of \$1,000,000.00 per occurrence in a form satisfactory to the County.

29. Applicant shall comply with and at all times abide by all applicable federal, state and local laws, rules and regulations.

30. This permit only applies to Colorado County right-of ways. Applicant acknowledges that this permit does not grant the right to trespass or damage non-right-of-way property owned by adjoining landowners, and Applicant accepts this permit subject to any and all rights of the adjoining landowners.

Sep 22 2022
Date

[Signature]
Applicant

Approved by Commissioners Court on the 27th day of Sep., 2022

9-27-2022
Date

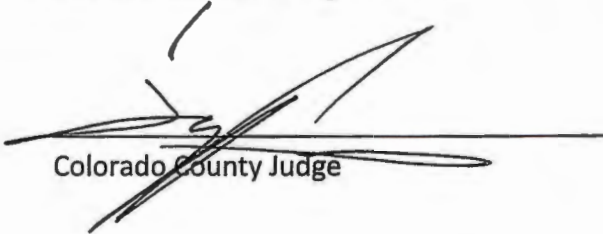
[Signature]
Colorado County Judge

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
September 26, 2022**

Permit

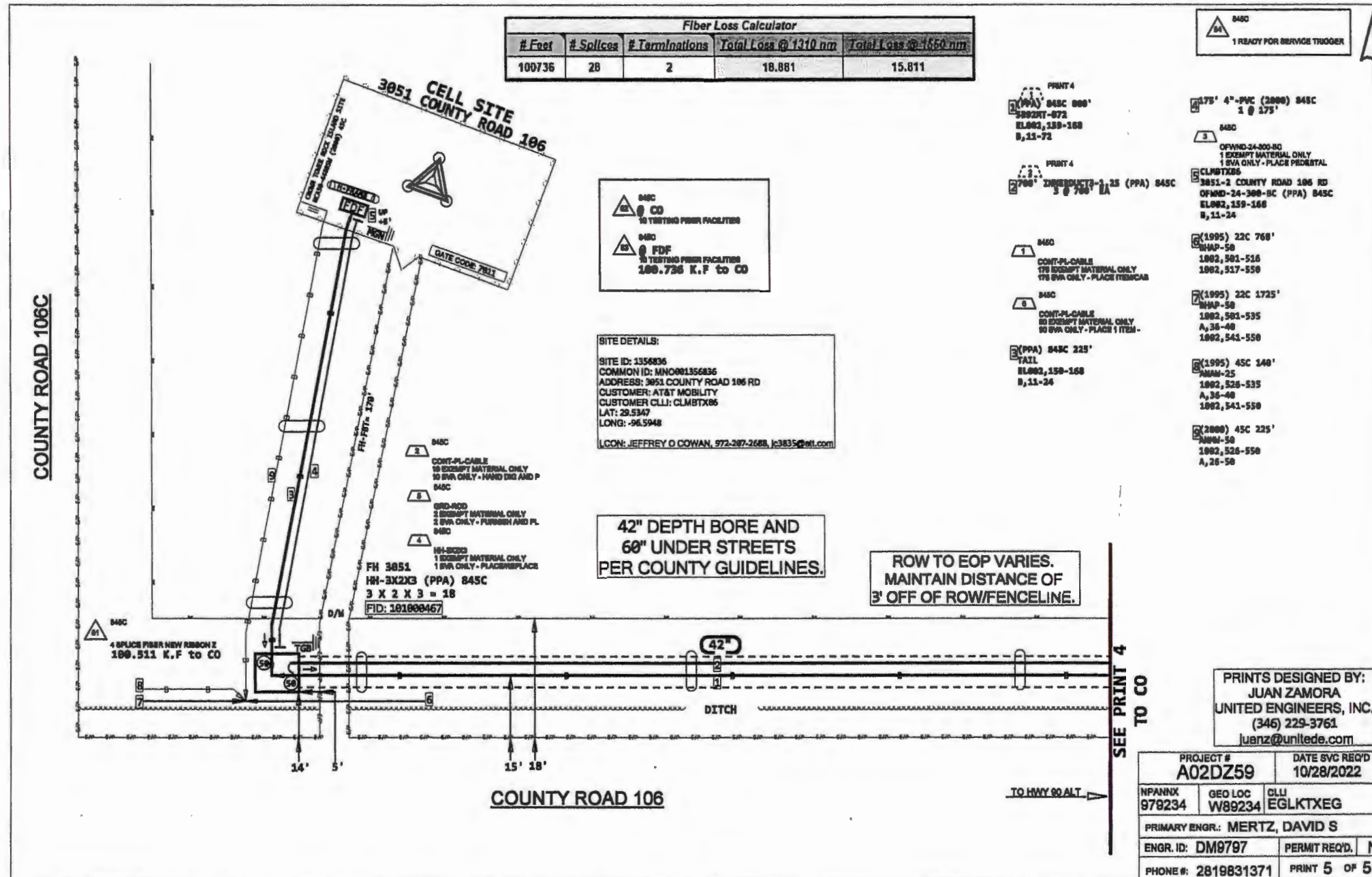
Following approval by Commissioners Court, Colorado County hereby issues this permit for the work described in the attached Application which is to be performed in accordance with the provisions of the attached Agreement.

9-27-22
Date


Colorado County Judge

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

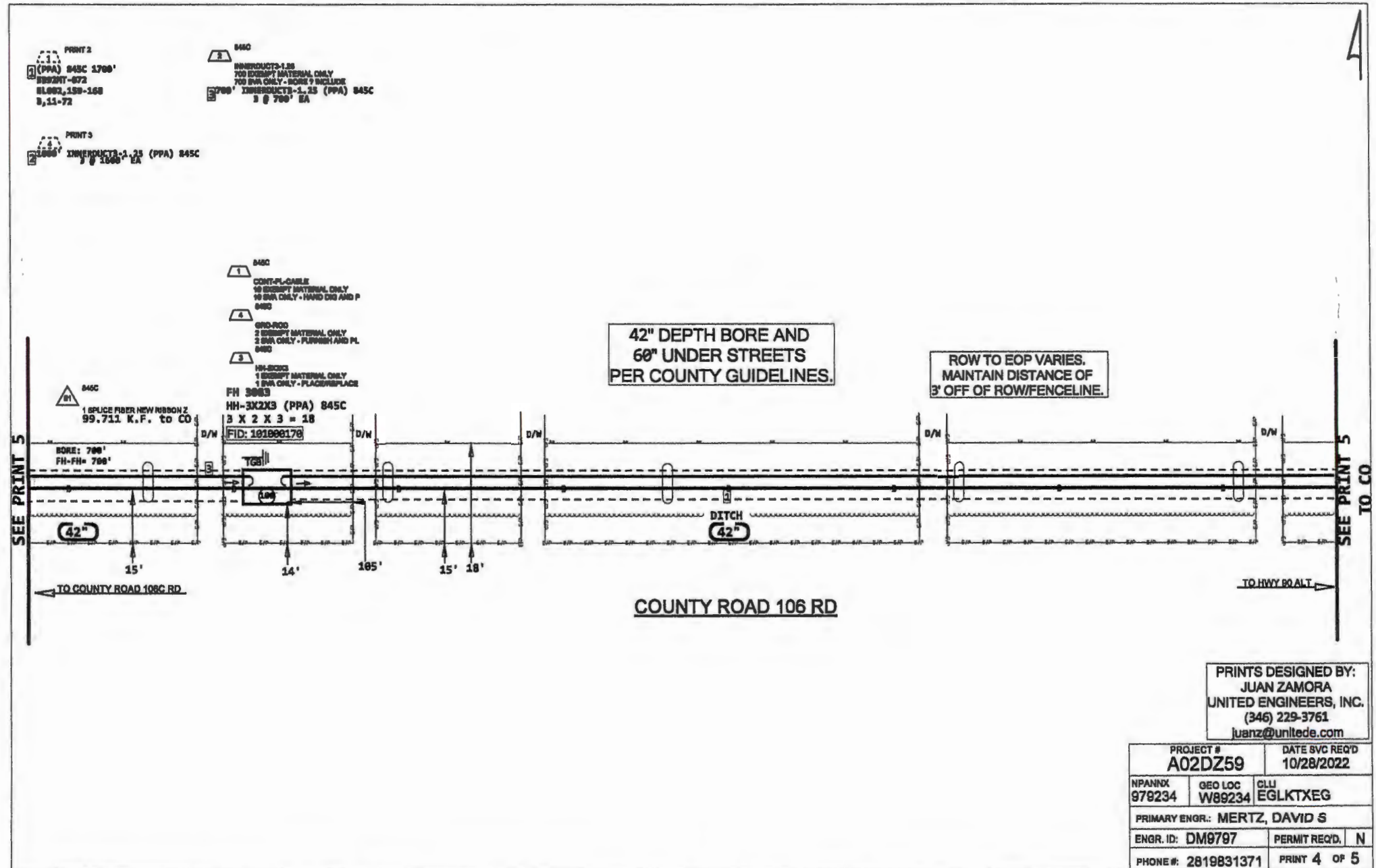
September 26, 2022



AT&T Proprietary (Internal Use Only.) Not for use or disclosure outside of AT&T companies except under written agreement.

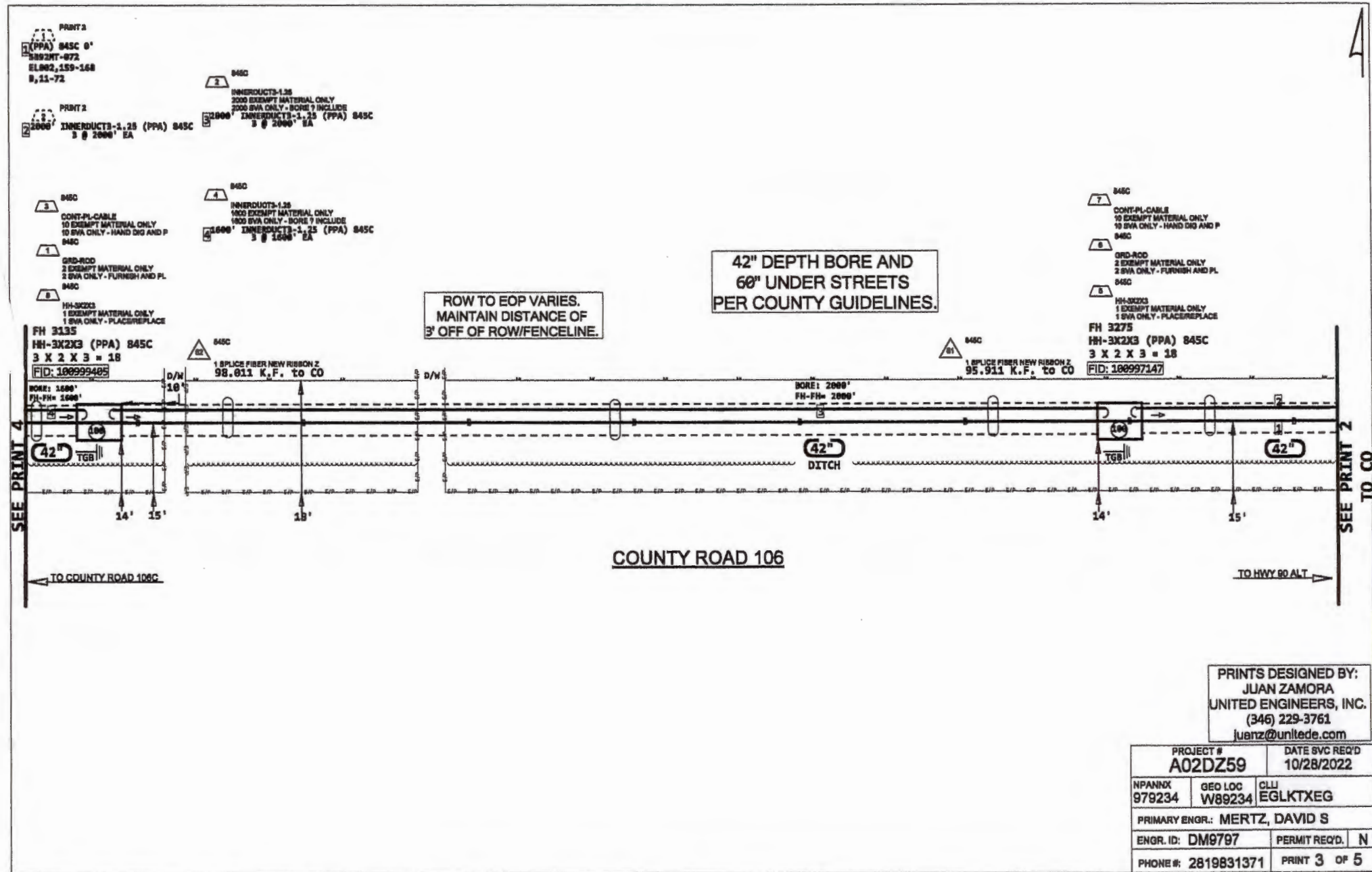
MINUTES OF THE COLORADO COUNTY
 COMMISSIONER'S COURT REGULAR MEETING

September 26, 2022



MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

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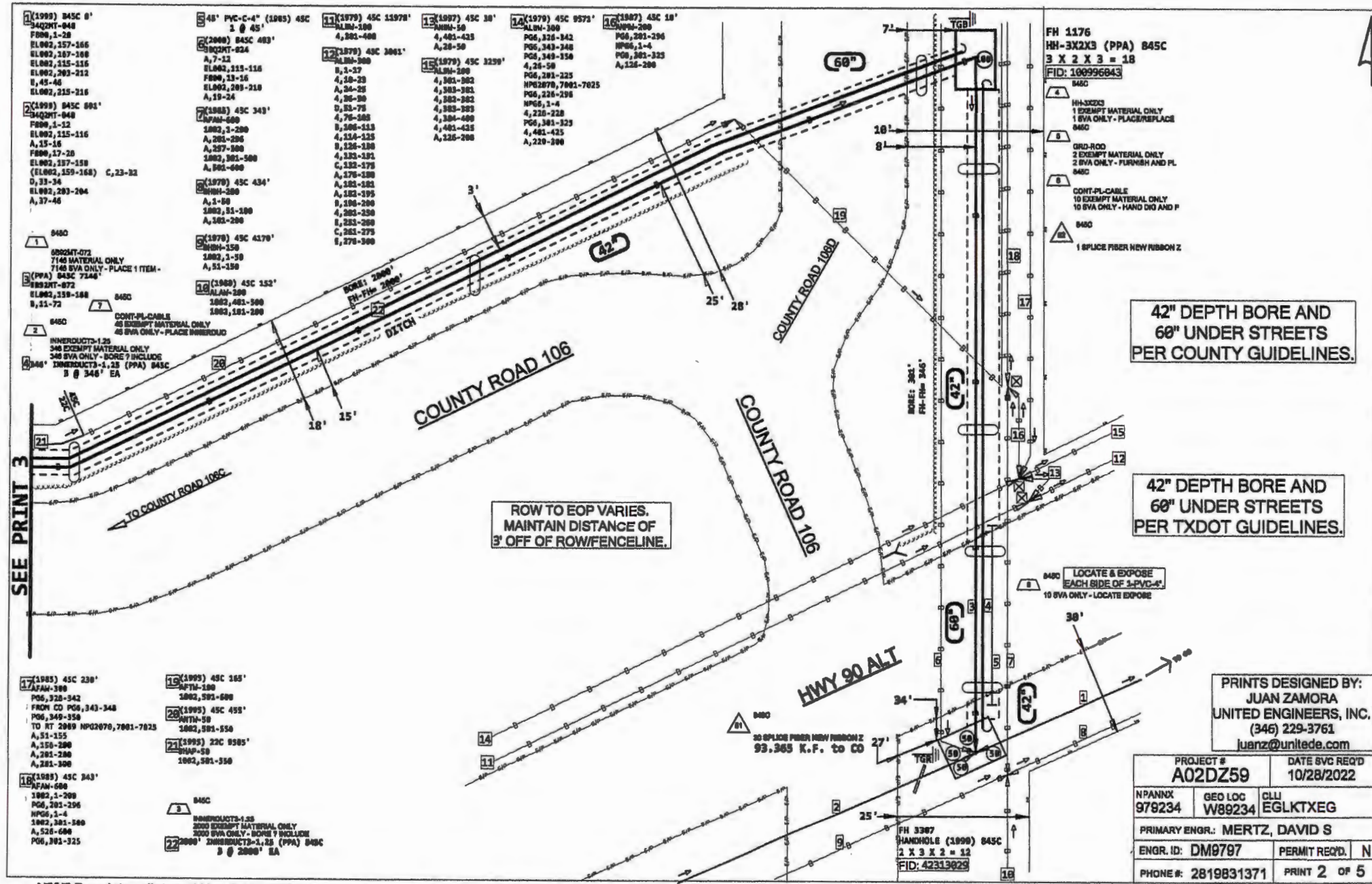
PRINTS DESIGNED BY:
JUAN ZAMORA
UNITED ENGINEERS, INC.
(346) 229-3761
juanz@unitede.com

PROJECT # A02DZ59		DATE SVC REQ'D 10/28/2022	
NPANNX 979234	GEO LOC W89234	CLI EGLKTXEG	
PRIMARY ENGR.: MERTZ, DAVID S			
ENGR. ID: DM8797		PERMIT REQ'D. N	
PHONE #: 2819831371		PRINT 3 OF 5	

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MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

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AT&T Proprietary (Internal Use Only.) Not for use or disclosure outside of AT&T companies except under written agreement.

CR 160 Rd

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
September 26, 2022**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/23/2022

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 A.R.M. Insurance Agency, Inc. P.O. BOX 791227 San Antonio TX 78279-	CONTACT NAME: Edgar Ramirez PHONE (A/C, No, Ext): (210)828-7873 FAX (A/C, No): (210)822-2325 E-MAIL ADDRESS: Edgar@marfinancial.com														
INSURED Ignacio Martinez Ebano Cable 1319 Back St. Columbus TX 78934-	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Benchmark Insurance Company</td> <td>41394</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Benchmark Insurance Company	41394	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
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INSURER F:															

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 SUBR INSD 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		146401	04/13/2022	04/13/2023	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 50,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 5,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"></td> <td style="width: 50%;">PER STATUTE</td> <td style="width: 50%;">OTH-ER</td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td style="text-align: right;">\$</td><td></td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td style="text-align: right;">\$</td><td></td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td style="text-align: right;">\$</td><td></td></tr> </table>		PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$		E.L. DISEASE - EA EMPLOYEE	\$		E.L. DISEASE - POLICY LIMIT	\$			
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E.L. DISEASE - EA EMPLOYEE	\$																			
E.L. DISEASE - POLICY LIMIT	\$																			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Colorado County, Texas P.O. Box 236 Columbus TX 78934-	CANCELLATION AI 005697 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 [REDACTED]
---	--

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
September 26, 2022**

- __7.** Application submitted by City of Eagle Lake to install sewer line and manhole upon and along the right-of-away of Calhoun Road, Precinct No. 4. (Gertson)

Commissioner Gertson explained the City of Eagle Lake is extending their sewer service.

Motion by Commissioner Gertson to approve an Application submitted by City of Eagle Lake to install sewer line and manhole upon and along the right-of-way of Calhoun Road, Precinct No. 4; seconded by Commissioner Neuendorff; 5 ayes 0 nays; motion carried; it was so ordered.

(See Attachment)

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
September 26, 2022

COUNTY ROAD RIGHT-OF-WAY
APPLICATION, AGREEMENT & PERMIT
FOR COLORADO COUNTY

Application

Applicant Company: City of Eagle Lake / Tony Garcia
Contact Person: Victor Shimek
Address: 1000 Block of Calhoun Road
Eagle Lake Tx 77434
Phone: (979) 310-3044 Fax: (979) 234-2640

Location of right-of-way for proposed construction/installation/repairs in Precinct 4:
1000 Block of Calhoun Road County Right
of Way adjacent to Taco Tony's; ~~(work area)~~
Sewer line installation for service at 1026 Calhoun Rd

Description of right-of-way work to be performed: _____

Installation of 80 ft of sewer line and
manhole along County right of way on 1000
Block of Calhoun Road for residential sewer line
connection

8/19/22

Date

Victor Shimek
Signature of Firm Name Representative

Victor Shimek / Tony Garcia
Printed Name of Firm Name Representative

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

September 26, 2022

Agreement

In exchange for the issuance of a permit by Colorado County to perform the work described on the Application, Applicant agrees to comply with the following provisions:

1. Applicant shall pay a permit, inspection and document review fee of \$1,000 for the Oil & Gas industry and \$100 for all other types of right-of-way permits and a fee of \$500 for each open cut of a County Road if that procedure is approved by the Precinct Commissioner.
2. Applicant expressly recognizes that the issuance of a permit by Colorado County does not grant any right, claim, title, or easement in or upon the road or its appurtenances. In the future, should Colorado County, for any reason, need to work, improve, relocate, widen, increase, add to, decrease, or in any manner change the structure of the road or right-of-way, the line, if affected, will be moved, or relocated at the complete expense of Applicant.
3. 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 or by improper occupancy of rights-of-way or public place or public structure, and in case any suit or action is brought against Colorado County for damages arising out of or by reason of any of the above causes, Applicant, its successors or assigns, will upon notice to him or them of commencement of such action, defend the same at his or their own expense, and will satisfy any judgment after said suit or action shall have finally been determined if adverse to Colorado County.
4. Colorado County, its employees and agents will, at no time, be held liable for any damage or injury done to the property of Applicant whether in contract or in tort, which may result from improving and/or maintaining its county roads or right-of-ways.
5. The Applicant must provide two (2) copies of drawings or diagrams showing proposed location of the utility, pipeline, communication line, electrical line, or telephone line (hereafter "utility") with respect to right-of-way, type of installation or repair, size, length, material, and size of appurtenances, if any.
6. The construction and maintenance by Applicant shall not interfere with a previously installed utility. When necessary to remove or adjust another utility, a representative of that other utility shall be notified to decide the method and work to be done. Any cost of temporarily or permanently relocating other utilities shall be borne by Applicant.

**MINUTES OF THE COLORADO COUNTY
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September 26, 2022

7. If Applicant is installing a pipeline across a county road, the pipe shall be encased from right-of-way line to right-of-way line. Vents will be provided at each end where the length of casing is over 150 feet. All vents shall be placed outside county road right-of-way. Readily identifiable and suitable markers shall be placed at the right-of-way line where it is crossed by the pipeline.
8. If Applicant is installing a pipeline along the county road right-of-way it shall be located as close as possible to the right-of-way line as specified by the Precinct Commissioner. Readily identifiable and suitable markers shall be placed along the pipeline every 1,000 feet.
9. Applicant agrees to haul heavy loads or equipment to the work site along routes designated by the Commissioner of the Precinct in which such roads are located and Applicant, further, agrees to reimburse the County for any and all damages to roads and bridges in Colorado County from the movement of said loads or equipment within 30 days of receipt of County's notice of damages.
10. The Applicant shall make every effort to open and close all trenching operations during the daylight hours of one day. Appropriate measures shall be followed in the interest of safety, traffic convenience and access to adjacent property for all trenching operations. It shall be the responsibility of the Applicant to adhere to the section on construction and maintenance as outlined in the Texas Manual of Uniform Traffic Control Devices.
11. All lines, where practicable, shall be located to cross roadbed at an approximate right angle. No lines are to be installed under or within 50 feet of either end of any bridge. No lines shall be placed in any culvert or within 10 feet of the closest point of same.
12. Parallel lines will be installed as near to the right-of-way line as possible, and no parallel line will be installed in the roadbed or between the drainage ditch and the roadbed without special permission of the Precinct Commissioner.
13. No work shall be performed in the County right-of-way until after a permit has been issued by the County. Each permit will be valid for a period of 180 days. If construction has not been completed within this period, a new permit must be obtained.
14. The Applicant or Its Contractor shall have a copy of the executed Application, Agreement and Permit available on the job site during the duration of the work.
15. All lines shall be buried at least forty (40) inches below the lowest point of the roads, ditches, creeks or borrow pits.
16. All open cut excavations of a county road shall be no greater in width than is necessary to adequately install the utility line.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
September 26, 2022**

17. Operations along roadways shall be performed in such a manner that all excavated material be kept off the pavement at all times, as well as all operating equipment and materials. No equipment or installation procedures will be used which will damage any road surface or structures. The cost of any repairs to road surface, roadbed, structures, or other right-of-way features as a direct result of this installation will be borne by the Applicant.
18. Upon completion of the project, all equipment, construction material, surplus materials, trash, broken concrete, lumber, etc. shall be removed from the construction site. The entire construction site shall be graded and cleaned to present the appearance as it was prior to construction or better.
19. For utility lines crossing under a County road or private entrance, Contractor shall be required to drill, core, or bore through the sub-grade at a depth to be determined by the Precinct Commissioner. If, however, such procedure is deemed impractical by reason of rock, utilities, underground construction or terrain, special permission shall be obtained from the Precinct Commissioner before an open road cut will be allowed. If approved, trenching, backfilling, and resurfacing of the cut shall be done in accordance with the procedures outlined in this Agreement. The Applicant shall be responsible for all paving repair for a period of one year after completion.
20. Backfill requirements for all open cut excavation and trenches shall be as follows:
 - i. Areas not subject to or influenced by vehicular traffic- the trench backfill shall be placed in layers not more than ten inches (10") in depth, and shall be compacted by whatever means the Contractor chooses.
 - ii. Areas subject to or influenced by vehicular traffic- the trench backfill shall be mechanically compacted in six-inch (6") lifts to a minimum of ninety percent (90%) modified proctor density.
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**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING**

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**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
September 26, 2022**

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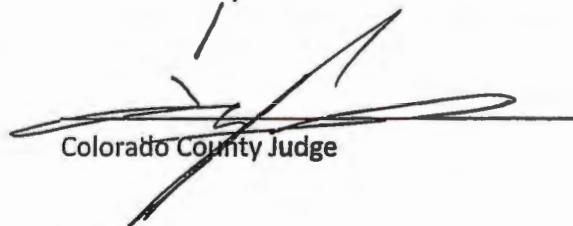
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- 30. This permit only applies to Colorado County right-of ways. Applicant acknowledges that this permit does not grant the right to trespass or damage non-right-of-way property owned by adjoining landowners, and Applicant accepts this permit subject to any and all rights of the adjoining landowners.

09-12-2022
Date

Victoria Smith
Applicant

Approved by Commissioners Court on the 27th day of Sept., 2022.

9-27-22
Date

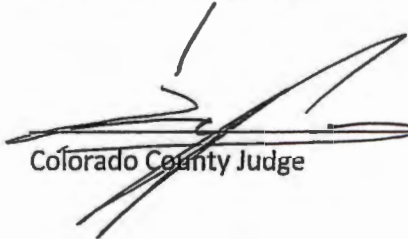

Colorado County Judge

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
September 26, 2022**

Permit

Following approval by Commissioners Court, Colorado County hereby issues this permit for the work described in the attached Application which is to be performed in accordance with the provisions of the attached Agreement.

9-27-22
Date


Colorado County Judge

MINUTES OF THE COLORADO COUNTY
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September 26, 2022



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

Member Name: Eagle Lake
 Member ID: 6395
 Contract Type: Liability
 Coverage Period: 10/01/2021 to 10/01/2022

GENERAL LIABILITY

Limits of Liability	: \$	2,000,000	Each Occurrence
Sudden Events Involving Pollution	: \$	2,000,000	Each Occurrence
	: \$	4,000,000	Annual Aggregate
Deductible	: \$	0	Each Occurrence
Billable Contribution	: \$	2,014	Effective: 10/01/2021 Anniversary: 10/01/2022

LAW ENFORCEMENT LIABILITY

Limits of Liability	: \$	2,000,000	Each Occurrence
	: \$	4,000,000	Annual Aggregate
Deductible	: \$	1,000	Each Occurrence
Billable Contribution	: \$	7,992	Effective: 10/01/2021 Anniversary: 10/01/2022

ERRORS & OMISSIONS LIABILITY

Limits of Liability	: \$	2,000,000	Each Wrongful Act
	: \$	4,000,000	Annual Aggregate
Deductible	: \$	2,500	Each Wrongful Act
Billable Contribution	: \$	4,576	Effective: 10/01/2021 Anniversary: 10/01/2022

TOTAL CONTRIBUTION

Total Billable Contribution	: \$	14,582	Contract Effective: 10/01/2021 Contract Anniversary: 10/01/2022
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Coverage is continuous until cancelled. Contributions are subject to adjustment each year on the anniversary date based on updated exposure information and changes in rating.

**MINUTES OF THE COLORADO COUNTY
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- __8.** Discuss and consider adopting a burn ban to restrict outdoor burning pursuant to Texas Local Government Code Section 352.081(c)(1) or (c)(2) for up to 90 days. (Prause)

Motion by Commissioner Gertson to adopt a burn ban to restrict outdoor burning pursuant to Texas Local Government Code Section 352.081(c)(2) for up to 90 days; seconded by Commissioner Neuendorff; 5 ayes 0 nays; motion carried; it was so ordered.

(See Attachment)

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
September 26, 2022**

FILED FOR RECORD
COLORADO COUNTY, TX

2022 SEP 26 PM 3:45

**ORDER OF COMMISSIONERS COURT
RESTRICTING OUTDOOR BURNING
(Public Safety Hazard)**

KIMBERLY MENKE
COUNTY CLERK MK

WHEREAS, the Colorado County Commissioners Court finds that circumstances present in all of the unincorporated areas of the county create a public safety hazard that would be exacerbated by outdoor burning:

IT IS HEREBY ORDERED by the Commissioners Court that outdoor burning is restricted in the unincorporated areas of the county for 90 days from the date of this Order, unless the restrictions are terminated earlier based on a determination made by this Court or the County Judge. This Order is adopted pursuant to local Government Code §352.081(c)(2), and other applicable statutes. This Order restricts outdoor burning as follows:

1. **Outdoor burning banned.** Unless an exception appears below, the use of combustible materials in an outdoor environment by any person is prohibited. Combustible materials include, but are not limited to the use of all fireworks, burning of trash, brush and open campfires and materials used outdoors in activities that could result in a fire.
2. **Exceptions.** The following outdoor activities shall be allowed provided they are attended at all times and all following precautionary rules and measures are strictly followed:
 - **Household Trash.** Burning of household trash in a receptacle that is enclosed and covered with a mesh material with no more than ¼ inch openings and supervised in a safe area clear of debris.
 - **Barbecues** using above-ground grills, with enclosed fireboxes, in a safe area clear of debris or other combustible materials and attended at all times.
 - **Controlled burns** necessary for planting and harvesting agricultural crops with a defensible space around the burn area, presence of fire suppression tools, and personal presence during the entire controlled burn.
 - **Authorized by TCEQ.** This order does not prohibit outdoor burning activities related to public health and safety that are authorized by the Texas Commission on Environmental Quality for: (1) firefighting training; (2) public utility, natural gas pipeline or mining operations; (3) planting or harvesting of agriculture crops; or (4) burns that are conducted by a prescribed burn manager certified under Section 153.048, Natural Resource Code, and meet the standards of Section 153.047, Natural Resource Code.
 - **Attwater Prairie Chicken Refuge** maintenance activities.
 - **Non-Profit & Religious Organizations** shall be allowed to prepare barbecue provided they contact their local fire department in advance for a site visit by a member of the department and follow all precautionary measures directed by such department.
 - **Outdoor Welding** shall only be allowed under the following circumstances:
 - (i) welding, cutting and grinding associated with welding activities shall not take place when the wind is over 15 miles per hour;
 - (ii) the welder must notify the Colorado County Sheriff's Department before any welding, cutting or grinding begins;

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
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- (iii) all grass, leaves, brush and other easily combustible materials must be cleared with a twenty (20) foot radius surrounding the area where activity is to take place before any welding, cutting or grinding begins; and,
- (iv) a spotter with water and a ready pressurized delivery system must be on hand before any welding, cutting or grinding begins and remain on hand until the activity is completed.

In accordance with the Local Government Code §352.081(h), a violation of this order is a Class C Misdemeanor, punishable by a fine of up to \$500.00.

The purpose of this Order is the mitigation of the public safety hazard posed by wildfires due to severe weather conditions by restricting use of combustible materials.

Approved and so ordered by Commissioners Court on this the 26th day of September, 2022.


Colorado County Judge

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

September 26, 2022

- 9. Amendment to Contract for Secure Short-Term Detention of Juvenile Offenders between Atascosa County and Colorado County regarding the increase of rate for services effective September 1, 2022. (Prause)

Motion by Judge Prause to approve an amendment to Contract for Secure Short-Term Detention of Juvenile Offenders between Atascosa County and Colorado County regarding the increase of rate for services effective September 1, 2022; 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

September 26, 2022



2nd 25th Judicial District
Department of Juvenile Services

Jessica Richard Crawford
District Judge
2nd 25th Judicial District

William D. Old, III
District Judge
25th Judicial District

Roseann Mikes
Director

Keith Garner
Assistant Director

September 12, 2022

Colorado County Commissioners Court
Colorado County Courthouse
Columbus, Texas 78934

Attn: Colorado County Judge

Dear Judge Prause:

Enclosed please find the Contract for Secure Short - Term Detention of Juvenile Offenders between Colorado County Juvenile Probation Department and Atascosa County Juvenile Detention Center.

This amendment is to our current contract and it shall be automatically renewed for one-year terms thereafter. The daily rate has changed from \$120.00 per day to \$200.00 per day.

We respectfully request the Colorado County Commissioners' Court's approval for this service agreement. We have enclosed two originals. Upon approval, please place your signature on the last page of both original agreements.

Please return the completed agreements to the Lavaca County Probation Department.

If you have any questions, please feel free to contact me at (361) 798-3714.

Sincerely,

A handwritten signature in cursive script that reads "Roseann Mikes".

Roseann Mikes
Chief Probation Officer

Lavaca County

P.O. Box 330

Hallettsville, Texas 77964

(361)798-9906

Fax: (361)798-5904

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
September 26, 2022**

Contract Amendment

THIS CONTRACT AMENDMENT dated this 20th day of July, 2022
BETWEEN:

County of Atascosa

-AND-

Colorado County

Background

- A. County of Atascosa and Colorado County entered into the original Contract dated September 1, 2021 for the purpose of Contract for Juvenile Detention Services.
- B. The Parties desire to amend the Contract on the terms and conditions set for in this Contract Amendment.
- C. This Agreement is the first amendment to the Contract.

IN CONSIDERATION OF the Parties agreeing to amend their obligations in the existing Contract, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to keep, perform, and fulfill the promises, conditions and agreements below:

Amendment

- 1. The Contract is amended as follows:
 - a. Section VI-Compensation of original Contract is hereby amended by adjusting the daily rate from \$120.00 and replacing with \$200.00
 - b. The following provision is hereby added immediately to Section VI-Compensation under section A, number 1, and to transpire starting on the 1st day of September, 2022.
 - c. As stated in Section VI-Compensation under section F, contractor is to be notified of any adjustments in daily rates as determined by Atascosa County in writing and submitted to contractor for signature. Such amendment(s) shall become part of and incorporated into this agreement as if originally set in forth in same.

No Other Change

- 2. Except as otherwise expressly provided in this Agreement, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

Miscellaneous Terms

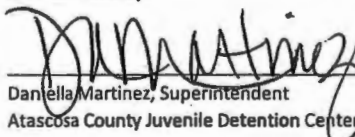
- 3. Capitalized terms not otherwise defined in this Agreement will have the meaning ascribed to them in the Contract. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine include the feminine and vice versa. No regard for gender is intended by the language in this Agreement.

Governing Law

- 4. Subject to the terms of the Contract, it is the intention of the Parties that this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Texas, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Agreed and executed


Atascosa County:



Daniella Martinez, Superintendent
Atascosa County Juvenile Detention Center

Date Signed: 7/29/2022

Contractor:



Roseann Mikes
Chief Juvenile Probation Officer
CADAAA (name) County

Date Signed: 8-9-22

County Attorney

Date Signed: _____

County Judge



Date Signed: 9-27-22

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

September 26, 2022

- _10. Authority for Election Administrator and Voting Systems Clerk to receive a cell phone allowance.
(Kana)

Raymie Kana, County Auditor, explained this would be a \$20 monthly allowance.

Motion by Commissioner Neuendorff to authorize for Election Administrator and Voting Systems Clerk to receive a cell phone allowance; seconded by Judge Prause; 4 ayes 1 nay (Kubesch); motion carried; it was so ordered.

(See Attachment)

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
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CELLULAR PHONE ALLOWANCE AUTHORIZATION

NAME: Rebecca LaCasse

DEPARTMENT: Elections

JOB TITLE: Elections Administrator

JUSTIFICATION FOR ALLOWANCE:

Secretary of State requires cell #'s to reach
FA's all the time. ~~to~~ All Election Officials
have to have a way to reach me for support.
Party Chairs utilize cell for communication.
Security Plan requires contact, typically receive
multiple communications on cell per day.
The State requires an Authentication Code through a QR reader
to use state phase QR reader on phone.

DATE APPROVED/DECLINED IN COURT: 9-26-22

EFFECTIVE DATE: 10-1-22

AMOUNT: \$ 20.00

ADD

REMOVE

CHANGE

By signing this form, the employee understands that they will be required to provide proof of billing for cellular telephone services in their name on a monthly basis, as deemed necessary by COLORADO COUNTY.

SIGNATURES:

EMPLOYEE: Rebecca LaCasse DATE: 09/15/22

DEPARTMENT HEAD: _____ DATE: _____

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
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CELLULAR PHONE ALLOWANCE AUTHORIZATION

NAME: Cody Nance

DEPARTMENT: Elections

JOB TITLE: Voting Systems clerk

JUSTIFICATION FOR ALLOWANCE:

Election officials must be able to reach Cody on election day for tech support. Election officials are required to text in with certain poll information as part of the security plan. Secretary of State requires a cell phone # for Deputy & EA. Typically receive multiple communications on cell per day. The state requires an authentication code through an QR reader to use state base QR reader on phones.

DATE APPROVED/DECLINED IN COURT: 9-26-22

EFFECTIVE DATE: 10-1-22

AMOUNT: \$20.00

ADD

REMOVE

CHANGE

By signing this form, the employee understands that they will be required to provide proof of billing for cellular telephone services in their name on a monthly basis, as deemed necessary by COLORADO COUNTY.

SIGNATURES:

EMPLOYEE: Cody Nance DATE: 09/15/22

DEPARTMENT HEAD: Robert Falow DATE: 09/15/22

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
September 26, 2022**

_11. Colorado County Resolution supporting Indigent Defense Grant Program for FY2023. (Kana)

Motion by Commissioner Wessels to approve Colorado County Resolution supporting Indigent Defense Grant Program for FY2023; 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
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**2023 Colorado County Resolution
Indigent Defense Grant Program**

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

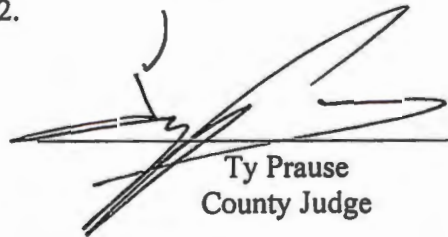
WHEREAS, this grant program will assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

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

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

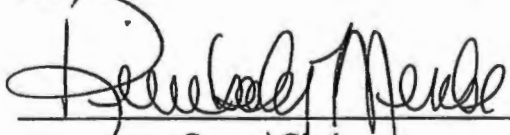
BE IT FURTHER RESOLVED that the County Auditor is designated as the Financial Officer for this grant.

Adopted this 26th day of September, 2022.



Ty Prause
County Judge

Attest:



County Clerk



**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
September 26, 2022**



September 14, 2022

CHAIR:
The Honorable Sharon Keller
Presiding Judge
Court of Criminal Appeals

EX OFFICIO MEMBERS:
Honorable Sharon Keller
Honorable Nathan Hecht
Honorable John Whitmire
Honorable Brandon Creighton
Honorable Nicole Collier
Honorable Reggie Smith
Honorable Sherry Radack
Honorable Vivian Torres

MEMBERS APPOINTED BY GOVERNOR:
Mr. Alex Bunin
Honorable Richard Evans
Mr. Gonzalo Rios
Honorable Missy Medary
Honorable Valerie Covey

EXECUTIVE DIRECTOR:
Geoffrey Burkhart

The Honorable Ty Prause
Colorado County Judge
P.O. Box 236
Columbus, TX 78934

Re: FY2023 Formula Grant Request for Applications

Dear Judge Prause:

The Texas Indigent Defense Commission announces the FY2023 Formula Grant Request for Applications (RFA). Applications are due Tuesday, November 15, 2022. The attached packet provides information on what is needed for counties to obtain Formula Grant funds. There are two simple steps to apply for your formula grant:

1. Commissioners Court should adopt the attached FY2023 TIDC Formula Grant Resolution.
2. Upload the signed resolution on TIDC's grants and reporting website, <https://tidc.tamu.edu>, confirm contact information for county officials, and click the "submit" button.

Step by step instructions are included in the Request for Applications.

To be eligible, the local administrative judges and chairs of Juvenile Boards should have submitted their biennial indigent defense plans by November 1, 2021 through our on-line system. TIDC staff will continue to work with counties to ensure that all of the statutory and required elements are included in each plan if judges make amendments. Also, county financial officers must submit their Indigent Defense Expense Report by November 1, 2022. The reporting manual for county financial officers is available at <http://www.tidc.texas.gov/oversight/submit-data-and-reports/>. Both of these requirements are required by Texas Government Code §79.036.

The Commission adopted Texas Administrative Code Chapter 173 in order to implement the grant authority established by the Texas Legislature. These administrative rules and the attached RFA are available at: www.tidc.texas.gov.

Please contact Doriana Torres, Grant Specialist at DTorres@tidc.texas.gov or 512-936-6994, if you have any questions about the Formula Grant Program or the application process.

Sincerely,

Sharon Keller
Chair., Texas Indigent Defense Commission
Presiding Judge, Court of Criminal Appeals

**Enclosed: FY2023 Formula Grant RFA
FY2023 Formula Grant Resolution**

Texas Indigent Defense Commission
209 West 14th Street, Room 202 · Austin, Texas 78701
512.936.6994
www.tidc.texas.gov

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
September 26, 2022**



209 West 14th Street, Suite 202 Price Daniel, Sr. Building,
Austin, Texas 78701
512-936-6994
www.tidc.texas.gov

**FY2023 Formula Grant Program
Request for Applications (RFA)**

Issued September 2022

Formula Grant Program Overview

The Texas Indigent Defense Commission (Commission) provides financial and technical support to counties to develop and maintain quality, cost-effective indigent defense systems that meet the needs of local communities and the requirements of the Constitution and state law. Formula Grants are awarded to eligible Texas counties to help counties meet constitutional and statutory requirements for indigent defense and to promote compliance with standards adopted by the Commission.

Application Due Date

Formula grant applications for Fiscal Year 2023 must be submitted on-line by **Tuesday, November 15, 2022**. The grant period is October 1, 2022 through September 30, 2023.

Total FY 2023 Formula Grant Amount Budgeted: \$20.5 million

Eligibility for Formula Grants

Only Texas counties may apply. Counties must meet the following requirements:

- 1) **Indigent Defense Expenditure Report** — All counties are statutorily required (Texas Government Code Sec. 79.036 (e)) to submit an Indigent Defense Expenditure Report each year on November 1 in the form and manner prescribed by the Commission. Counties that do not complete the Indigent Defense Expense Report on or before November 1, 2022 may have payments temporarily suspended by Commission staff until the report is submitted and reconciled by staff.
- 2) **Indigent Defense Plan Requirements** — The Local Administrative District Judges, the Local Statutory County Court Judges (or County Judge as applicable) and the Chairman of the Juvenile Board for each county must submit a copy of all formal and informal rules and forms that describe the procedures used in the county to provide indigent defendants with counsel in accordance with the Code of Criminal Procedure (Countywide Plans) to the Commission as required in Government Code §79.036. The Countywide Plans submitted must be in compliance with applicable statutes and rules and must meet the minimum requirements for each plan section as outlined in the Biennial Indigent Defense Countywide Plan Instructions. Plans were due November 1, 2021. Formula grant payments during the year may be withheld until plans are submitted or meet the minimum requirements for each plan section set by Commission.

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

September 26, 2022

- 3) Compliance with Monitoring Reports** — A county must respond within the required time, take corrective action for findings of non-compliance, and satisfactorily address all recommendations in a Commission fiscal or policy monitoring report. Failure to comply with any of these requirements could result in the Commission imposing a remedy under TAC 173.307 or Texas Government Code §79.037.
- 4) Office of Court Administration Reporting Requirements** — The applicants' county and district clerks must be in compliance with monthly reporting requirements listed below.
- a) Texas Judicial Council Monthly Court Activity Reports required by Texas Administrative Code Chapter 171 and Texas Government Code §71.035; and
 - b) Appointments and Fees Monthly Reports required under Chapter 36, Texas Government Code.

Reports for September 2021 through August 2022 are due not later than September 30, 2022 and must be submitted to OCA electronically unless OCA grants a temporary waiver for good cause.

How Formula Grants are Calculated

Every county is eligible to receive a grant of \$15,000 plus its share of the remaining funds budgeted by the Commission for the Formula Grant Program calculated by:

- 50 percent on the County's percent of state population; and
- 50 percent on the County's percent of statewide direct indigent defense expenditures for the previous year (as defined in Title 1, Part 8, Texas Administrative Code Sec. 173.202(1)-(3)):
 - less discretionary funds provided by the Commission for expenditures defined in Title 1, Part 8, Texas Administrative Code Sec. 173.202(1)-(3)
 - less the reimbursed costs of operating a regional program
 - The baseline requirements below do not apply to counties with a 2000 Census population of less than 10,000.

The County shall not receive more in Formula Grant funds than what was actually spent by the county in the prior year.

Baseline — The baseline is the minimum amount counties must spend in indigent defense before they qualify for formula grants. To meet the requirements under Texas Government Code §79.037(d), the Commission has adopted as an expenditure baseline based on each county's FY01 indigent defense expenditures. Attorney fees, investigator expenses, expert witness expenses, and other litigation expenses paid by the county on behalf of indigent criminal defendants / juvenile respondents are allowable expenses. This information remains a static baseline. The baseline requirement does not apply to counties with a 2000 Census population of less than 10,000.

How to Apply for Formula Grant

Applications are submitted online at <http://tidc.tamu.edu>. All county judges have been assigned a unique username and password. The application requires a commissioner's court resolution to be scanned and e-mailed or uploaded on the application page of the website. The resolution is generated by the on-line system and must be printed from the on-line application page.

If a person other than the recipient of this letter needs to obtain a username and password for the online application system, contact the Public Policy Research Institute (PPRI) at Texas A&M University. PPRI manages the collection, storage and retrieval of data for the Commission. County officials may contact PPRI through e-mail, (indigentdefense@ppri.tamu.edu) or phone (979) 845-6754. PPRI will not provide usernames and passwords over the phone. Individuals using personal e-mail accounts may be asked to provide additional information.

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

September 26, 2022

Application Steps

- a. Go to the TIDC Grants and Reporting website (hosted by PPRI) at <https://tidc.tamu.edu>.
 - b. Sign in and enter the User ID and Password or contact PPRI (Follow on-line page instructions).
 - c. Select "FY2023" and your county in the upper left part of the screen.
 - d. Select "Apply for Formula Grant" from the column on the left side of the screen.
 - e. Review the eligibility requirements. The screen will display the County's compliance status regarding indigent defense plans. Counties that have outstanding requirements will not be able to receive funds until they meet all grant program eligibility requirements. If indigent defense plans are not marked "Complete" counties should still submit the application and then contact the Commission for instructions to resolve plan compliance issues.
 - f. Identify the individuals in the following grant positions as required in Texas Administrative Code Rule 173.301.
 - i. Authorized official - This person must be authorized to apply for, accept, decline, modify, or cancel the grant for the applicant county. A county judge or a designee authorized by the governing body in its resolution may serve as the authorized official
 - ii. Fiscal Officer - This person must be the county auditor or county treasurer if the county does not have a county auditor.
- Use the "Change" button make changes as needed to officials or contact information.
- g. Click the "Submit" button at the bottom of the screen. You should be taken to a confirmation page at that point.
 - h. Maintain confirmation – When the system provides a confirmation page to the grant officials confirming that the application has been completed and informing them that the resolution must be adopted by the commissioner's court and then faxed to the Commission. **PLEASE PRINT THE CONFIRMATION PAGE.**
 - i. Select the "Resolution" link in the confirmation page to create your county's resolution form.
 - j. Print or download resolution. The system will allow the user to download a resolution as a Microsoft Word document or provide an opportunity to print the document. Please use the resolution printed from the website. The resolution must be adopted by the commissioners court.
 - k. Please scan the resolution adopted by commissioners court and then upload it in the application page of the website **on or before Tuesday, November 15, 2022**. Alternatively, you may email the resolution to Doriana Torres (dtorres@tidc.texas.gov).

Contact Doriana Torres, Grants Administrator, dtorres@tidc.texas.gov or 512-936-6994 for questions.

Notice of Funding

- **Statement of Grant Award** — Statements of Grant Awards will be prepared as authorized by the Commission. These may include special conditions. The e-mail with the attached Statements of Grant Award will be directed to the official designated in the resolution adopted by the commissioners' court. The County will have thirty days to notify the grant administrator of errors or cancelation after receipt of the award.
- **Special Conditions** — The Commission may determine special conditions or authorize staff to apply the conditions on criteria set by the Commission (TAC 173.201). The Commission may develop special conditions that relate to expenditures, compliance with statutory requirements or standards adopted by the Commission.
- **Denial of Grant** — Counties not completing the grant application process or those not meeting minimum eligibility requirements will be notified by mail within 30 days following the Commission award meeting.

**MINUTES OF THE COLORADO COUNTY
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September 26, 2022**

Use of Funds

Funds must be used to improve indigent defense systems. Attorney fees, investigator expenses, expert witness expenses, and other direct litigation costs that a county spends on behalf of a criminal defendant or juvenile respondent in a criminal matter that has been determined by a court of competent jurisdiction to be indigent are allowable expenses. All funds must be spent in compliance with the following: Texas Administrative Code, Title 1 Administration, Part 8 Texas Judicial Council, Chapter 173 Indigent Defense Grants; and Texas Uniform Grant Management Standards.

Payments

Formula Grant awards over \$25,000 will generally be distributed in four (4) equal quarterly disbursements. Awards less than \$25,000 will be disbursed in a single payment instead of quarterly payments. The award letter will notify the county of the number of payments.

Counties must have met all eligibility, spending, and grant condition requirements before receiving payments. Payments will be made quarterly for most counties. Some counties may have special conditions related to meeting minimum spending requirements. These counties will receive funds only after a supplemental expenditure report establishes that they have spent the predetermined minimum amount stated in the special condition.

No payment shall be made from grant funds to a county until all special conditions have been met unless the special condition adopted by the Commission provides an alternative payment schedule or instructions for payment. Commission staff shall maintain documentation through electronic/paper files or correspondence to the county stating how the special condition was met.

Maintain contact information

All counties must maintain the grant and plan officials contact information on counties' web page set up at <http://tidc.tamu.edu>. Counties must advise the Commission of changes in the authorized official, program director, financial officer, local administrative district judge, local administrative statutory county judge, chairman of the juvenile board and constitutional county judge by updating this website contact information. This information will be used to provide notices for grant or plan submission information. The Commission staff will use e-mail whenever possible to notify counties of required reports and funding opportunities.

Impact of Multi-year Improvement Regional or Sustainability Grants

Counties that receive Improvement Grants from the Commission are encouraged to continue to apply for the Formula Grant. Such counties may use their formula grant payments to maintain the Improvement Grant program.

Notification of Availability

This FY23 Formula Grant - Request for Applications (RFA) is sent to all 254 Texas Constitutional County Judges. A courtesy notice is sent to all local administrative district judges, local administrative statutory county judges, chairman of juvenile board and each county auditor (or treasurer).

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
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Authorization to Fund, Applicable Authority and Rules

Texas Government Code Sec. 79.037. TECHNICAL SUPPORT; GRANTS.

- (a) The commission shall:
 - (1) provide technical support to:
 - (A) assist counties in improving their indigent defense systems; and
 - (B) promote compliance by counties with the requirements of state law relating to indigent defense;
 - (2) to assist counties in providing indigent defense services in the county, distribute in the form of grants any funds appropriated for the purposes of this section; and
 - (3) monitor each county that receives a grant and enforce compliance by the county with the conditions of the grant, including enforcement by:
 - (A) withdrawing grant funds; or
 - (B) requiring reimbursement of grant funds by the county.
- (b) The commission shall distribute funds as required by Subsection (a)(2) based on a county's compliance with standards adopted by the board and the county's demonstrated commitment to compliance with the requirements of state law relating to indigent defense.
- (c) The board shall adopt policies to ensure that funds under Subsection (a)(2) are allocated and distributed to counties in a fair manner.
- (d) A county may not reduce the amount of funds provided for indigent defense services in the county because of funds provided by the commission under this section.

Texas Administrative Code Chapter 173

Texas Grant Management Standards (TxGMS)

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
September 26, 2022**

_12. Execute engagement letter for Outside Audit for 2022. (Lowrance)

Motion by Judge Prause to execute engagement letter for Outside Audit for 2022; 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**

September 26, 2022



Engagement Letter

September 19, 2022

To the Honorable County Judge, Members of Commissioners Court and Management
Colorado County, Texas

We are pleased to confirm our understanding of the services we are to provide for Colorado County, Texas (the "County") for the year ended December 31, 2022.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the County as of and for the year ended December 31, 2022. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the County's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Information
- 3) Required Pension Schedules
- 4) Required OPEB Schedules

We have also been engaged to report on supplementary information other than RSI that accompanies the County's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

- 1) Schedule of Expenditures of Federal Awards.
- 2) Combining and Individual Nonmajor Fund Financial Statements

Lake Jackson
8 W Way Ct.
Lake Jackson, TX 77566
979-297-4075

El Campo
201 W. Webb St.
El Campo, TX 77437
979-543-6836

Angleton
2801 N. Velasco, Suite C
Angleton, TX 77515
979-849-8297

Bay City
2245 Avenue G
Bay City, TX 77414
979-245-9236



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Audit Scope and Objectives - Continued

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

- 1) Introductory Section
- 2) Statistical Section

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or

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Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit - Continued

governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and

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Audit Procedures—Internal Control - Continued

other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the County's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the County's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the County in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

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Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

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Responsibilities of Management for the Financial Statements and Single Audit - Continued

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

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Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the County; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of KM&L, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a federal agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of KM&L, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the federal agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Wade E. Whitlow, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to them. We expect to begin our audit on approximately November 29, 2022 (interim fieldwork) and March 20, 2023 (year-end fieldwork) and to issue our report by May 8, 2023.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$55,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement.

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If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Honorable County Judge, Members of Commissioners Court and Management of the County. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

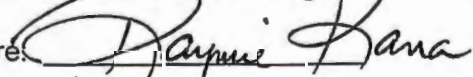
We appreciate the opportunity to be of service to the County and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

KM&L, LLC


RESPONSE:

This letter correctly sets forth the understanding of the County.

Management signature: 

Title: County Auditor

Date: 9-26-22

Governance signature: 

Title: County Judge

Date: 9-26-22

**MINUTES OF THE COLORADO COUNTY
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- _13. Review quotes and select a Financial Information System to replace the existing system.
(Lowrance)

Michelle Lowrance with the Colorado County Auditor's Office gave an extensive presentation on two Financial Information Systems. She presented information on Tyler Technologies and Financial Intelligence. After hearing the presentation, the court opted to host a workshop with Tyler Technologies. Upon completion the court will determine if a workshop with Financial Intelligence is needed. No action was taken.

(See Attachment)

**MINUTES OF THE COLORADO COUNTY
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**Colorado County
Commissioner's Court
Financial System Presentation**

September 26, 2022

September 26, 2022

Financial System Due Diligence

- ▶ Reviewed 3 quotes that were received by the County in March, 2022
- ▶ Scheduled demonstrations for the Audit staff, Treasurer and IT manager with each vendor
- ▶ Each attendee was asked to complete a vendor assessment form
- ▶ Compared the vendor assessments
- ▶ Prepared a composite of additional questions that went to all vendors that submitted a quote
- ▶ Evaluated the responses for comparison purposes with the following considerations:
 - ▶ Level of experience
 - ▶ Compare like for like costs
 - ▶ Variable costs/hidden charges
 - ▶ Contract length and future costs
 - ▶ Range of services
 - ▶ Brand and reputation
 - ▶ Official Standards supported (SOC 1 and SOC 2) (See Exhibit A)

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Financial System Due Diligence (cont'd)

- ▶ Reconciled quotes to ensure they are comparable
- ▶ Scheduled additional demonstrations
- ▶ Presented time and attendance and scheduling modules to stakeholders (Sheriff and EMS)
- ▶ Compared other current county users for relative size and complexity for comparability
- ▶ Contacted other county references to discuss:
 - ▶ Relationship with vendor
 - ▶ Customer support
 - ▶ Responsiveness
 - ▶ Conversion
 - ▶ Functionality of the product
 - ▶ Challenges encountered

September 26, 2022

Financial System Due Diligence (cont'd)

- ▶ Prepared overall presentation
- ▶ Discuss presentation with stakeholders
- ▶ One vendor was eliminated principally for:
 - ▶ No time and attendance capability
 - ▶ No interface ability with their own software
 - ▶ Lack of knowledge of Texas counties
 - ▶ Not a resident bidder

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Financial System Comparison Considerations

- ▶ Determine company compliance with SSAE 18/SOC reports (see Exhibit A)
- ▶ Determine company compliance with state requirements
- ▶ Implementation Timeline
- ▶ Conversion Methodology
- ▶ Scalability for Growth
- ▶ Additional functionality to be considered at a later date
- ▶ Single provider v third party
- ▶ Feedback from references
- ▶ Cost

September 26, 2022

Financial System Considerations- Compliance (See Exhibit A)

Tyler

- ▶ Audited at least yearly in accordance with AICPA's Statement on Standards for Attestation Engagements (SSAE) No. 18. Attained SOC 1 and SOC 2 compliance.
- ▶ Satisfies all Texas RFP, bid and procurement requirements as a member of Sourcewell.
- ▶ Hosting environment (Amazon Web Services) is also compliant.

Financial Intelligence

- ▶ Company indicated that it was not compliant with SSAE No. 18.
- ▶ Hosting environment (Data Foundry) has attained SOC 1 and SOC 2 compliance.

Financial System Considerations - Implementation Timeline and Conversion

Tyler

- ▶ Implementation is 9-12 months
- ▶ Can be started within a few weeks after the contract is executed
- ▶ Completion would be anticipated to be in the fall of 2023.
- ▶ Conversion effort is a cooperative effort between the County and the vendor.

Financial Intelligence

- ▶ Implementation is 5-6 months
- ▶ Can be started mid 2024
- ▶ Completion would be anticipated in late 2024.
- ▶ Conversion effort is essentially the responsibility of the county with some assistance from the vendor.

Financial System Considerations - Scalability and Functionality

Tyler

- ▶ Provides services to 89 counties in Texas including large metropolitan areas and smaller, rural areas.
- ▶ A single provider for all functionality
- ▶ Provides additional functionality that can be added at a later date.
 - ▶ Project Accounting
 - ▶ Contract/Bid Management
 - ▶ Benefits Enrollment
 - ▶ Grants Management
 - ▶ Inventory Control
 - ▶ Accounts Receivable
 - ▶ GASB compliance module (in development)

Financial Intelligence

- ▶ Provides services to 14 counties in Texas with most being under 10,000 in population.
- ▶ Utilizes a third party provider for the Time & Attendance and Scheduling module. (Time Clock Plus)
- ▶ Has numerous development projects underway that are not yet complete.
 - ▶ Purchasing Enhancements
 - ▶ Fixed Assets
 - ▶ Grants Management
 - ▶ Accounts Payable Redevelopment

Financial System Considerations - Cost

Tyler

- ▶ The software licensing is a 'site' license that will provide access for unlimited users with no additional fees.
- ▶ 3 year agreement
- ▶ All modules are integrated.
- ▶ Training is online and available 24/7.
- ▶ SaaS discount is available through the purchasing co-op Sourcewell and is included in the presentation.
- ▶ License fees are a part of the total SaaS fee which includes the cost of hardware to host your software and data. Plus, the backup and security for the data and all software maintenance and support. Then the Evergreen Policy which covers all upgrades and enhancements and never paying new license fees to move to a next generation version, whenever that may occur.

Financial Intelligence

- ▶ The software is licensed by 'concurrent user' whereby each user must have a license to access the system.
- ▶ 3 year agreement
- ▶ Time and Attendance module is interfaced to the base software.
- ▶ Some training is available online and can also be provided by the vendor.

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Financial System Considerations - Cost (cont'd)

Tyler

Licensing per year

▶ Core Financials	\$40,811*
▶ Time & Attendance	<u>16,679*</u>
▶ Total	<u>\$57,490*</u>

Implementation (one time)

Core Financials	\$61,050
Time & Attendance	19,970
Conversion	<u>8,750</u>
Total	<u>\$ 89,770**</u>

- * Includes Sourcewell Discount
- ** Costs are variable based on county's level of effort

Financial Intelligence

Licensing per year (estimated based on 7 users, 25 inquiry users & 200 employees)

▶ Core Financials	\$79,200
▶ Time & Attendance	<u>17,980</u>
▶ Total	<u>\$97,180</u>

Implementation (one time)

User fees @ 50%	\$19,800
Time & Attendance	10,400
Expenses	<u>7,500</u>
Total	<u>\$37,700</u>

Three (3) Time Clocks are not included in totals above - Estimate is \$8000

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Financial System Considerations - Cost (cont'd)

	<u>Tyler Technologies</u>	<u>Financial Intelligence</u>
▶ License cost over 3 yr agreement	\$172,469	\$291,540
▶ Implementation costs (one time)	<u>89,770</u>	<u>37,700</u>
▶ Total	<u>\$262,239</u>	<u>\$329,240</u>
▶ Average cost/year including implementation	\$87,413	\$109,747
▶ License spend by employee per year (190)	\$ 303	\$ 511
▶ License spend by paycheck (4,560)	\$ 13	\$ 21
▶ T & A License spend by paycheck	\$3.65	\$3.94
▶ License spend by department (26)	\$2,211	\$3,738
▶ License spend by fund (32)	\$1,797	\$3,037
▶ License spend by budget (\$22.852m)	.00252	.00425
▶ Implementation spend by budget	.00393	.00164
▶ 3 yr average spend by budget	.0038	.0048

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Dashboard Demonstration

<https://tylertech.csod.com>

New User Interface Features

Username and password provided upon request

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Thank you!

Please do not hesitate to contact me for additional information.

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Exhibit A

- ▶ SSAE No. 18
 - ▶ Statement on Standards for Attestation Engagements No. 18 is a Generally Accepted Auditing Standard produced and published by the American Institute of Certified Public Accountants (AICPA) Auditing Standards Board. Though it states that it could be applied to almost any subject matter, its focus is reporting on the quality (accuracy, completeness, fairness) of financial reporting. It pays particular attention to internal control, extending into the controls over information systems involved in financial reporting. It is intended for use by Certified Public Accountants performing attestation engagements, the preparation of a written opinion about a subject, and the client organizations preparing the reports that are the subject of the attestation engagement. It prescribes three levels of service: examination, review, and agreed-upon procedures. It also prescribes two types of reports: Type 1 which includes an assessment of internal control design, and Type 2, which additionally includes an assessment of the operating effectiveness of controls.
- ▶ General Standards for Reporting on Controls at a Service Organization
 - ▶ Service organizations are organizations that provide services to third parties that have an impact on the internal controls which the third party has over its financial reporting. Many companies outsource functions, such as payroll processing, the development and maintenance of software applications or information systems access and security control to service organizations. The user auditor must include an evaluation of the effectiveness of the internal control system of the service organization in the risk assessment.
 - ▶ Service organizations provide services to many companies, and rather than each company's auditor visiting the service organization to evaluate and test the effectiveness of its internal control system, service organizations usually appoint auditors (called service auditors) to examine their internal control systems and report on their efficiency.

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Exhibit A (cont'd)

- ▶ Service Organization Reports
 - ▶ Service organizations can provide either of two types of reports to user entities and their auditors:
 - ▶ Type 1 Report - a report that contains the description of the organization's system as written by the organizations' management, a written assertion by management that the description is a fair presentation of the control system on a specific date and that the controls were suitably designed to meet the control objectives on that date, and the service auditor's opinion on the description and assertions.
 - ▶ Type 2 Report - contains the same system description and assertions as a Type 1 report, but in which management's assertion is for fair presentation and design effectiveness of the system over a period of time, rather than at a point in time, and with additional assertions as to the operating effectiveness of the control system. The report also includes the service auditor's opinion on all of the matters above.

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SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

WHEREAS, Client is a member of Sourcewell (formerly known as National Joint Powers Alliance) ("Sourcewell") under member number _____.

WHEREAS, Tyler participated in the competitive bid process in response to Sourcewell RFP #090320 by submitting a proposal, on which Sourcewell awarded Tyler a Sourcewell contract, numbered 090320-TTI (hereinafter, the "Sourcewell Contract");

WHEREAS, documentation of the Sourcewell competitive bid process, as well as Tyler's contract with and pricing information for Sourcewell is available at <https://sourcewell-mn.gov/cooperative-purchasing/>; and

WHEREAS, Client desires to purchase off the Sourcewell Contract to procure financial, customer relationship, and Executime management software functionality from Tyler, which Tyler agrees to deliver pursuant to the Sourcewell Contract and under the terms and conditions set forth below

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means Colorado County, Texas.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A



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contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.

- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Order Form"** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **"Statement of Work"** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit D.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party SaaS Services"** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **"Third Party Services"** means the third party services, if any, identified in the Investment Summary.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties' products or services, as applicable.

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- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. **Rights Granted.** We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.
2. **SaaS Fees.** You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. **Ownership.**
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. **Restrictions.** You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

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5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.

6. SaaS Services.
 - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

 - 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.

 - 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.

 - 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

 - 6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the

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request.

6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.

6.7 We provide secure Data transmission paths between each of your workstations and our servers.

6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you

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cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
 - 9.2 provide support during our established support hours;
 - 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with

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proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

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2. **Invoice Disputes.** If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. **Term.** The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A, commencing on the first day of the first month following the Effective Date, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. **Termination.** This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 **Failure to Pay SaaS Fees.** You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 **For Cause.** If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 **Force Majeure.** Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 **Lack of Appropriations.** If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a

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substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense

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or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.
4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

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3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. **Taxes.** The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. **Nondiscrimination.** We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. **E-Verify.** We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. **Subcontractors.** We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. **Binding Effect; No Assignment.** This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. **Force Majeure.** Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

**MINUTES OF THE COLORADO COUNTY
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10. **No Intended Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. **Entire Agreement; Amendment.** This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. **Severability.** If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. **No Waiver.** In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. **Independent Contractor.** We are an independent contractor for all purposes under this Agreement.
15. **Notices.** All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. **Client Lists.** You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. **Confidentiality.** Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

**MINUTES OF THE COLORADO COUNTY
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- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.
19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
23. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

**MINUTES OF THE COLORADO COUNTY
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24. Contract Documents. This Agreement includes the following exhibits:

- | | |
|-----------|------------------------------------|
| Exhibit A | Investment Summary |
| Exhibit B | Invoicing and Payment Policy |
| | Schedule 1: Business Travel Policy |
| Exhibit C | Service Level Agreement |
| | Schedule 1: Support Call Process |
| Exhibit D | Statement of Work |

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

Colorado County, TX

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

Colorado County
PO Box 236
Columbus, TX 78934
Attention: _____

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Exhibit A



**Exhibit A
Investment Summary**

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

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Exhibit A



Quoted By:
Quote Expiration:
Quote Name:

Kirk Cunningham
11/29/22
EPF Pro SaaS

Sales Quotation For:
Colorado County
PO Box 236
Columbus TX 78934-0236

Tyler Annual Software – SaaS

Description	Annual
ERP Pro powered by Incode	
ERP Pro 10 Financial Management Suite	
Core Financials	\$ 14,786
Fixed Assets	\$ 1,865
Human Resources Management (Includes Position Budgeting)	\$ 13,500
Employee Access Pro	\$ 0
Purchasing	\$ 4,457
ERP Pro 10 Customer Relationship Management Suite	
Cashiering	\$ 1,415

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Exhibit A

Tyler One		
Time & Attendance powered by ExecuTime		
Time & Attendance Mobile Access License		\$ 1,503
Time & Attendance		\$ 9,410
Advanced Scheduling Mobile		\$ 1,178
Advanced Scheduling		\$ 5,030
Content Manager Suite		
Core		\$ 5,661
	TOTAL:	\$ 58,805
	Term # of Years:	3

Tyler Annual Services		
Description		Annual
ERP		
Other Services		
Tyler University		\$ 2,199
	TOTAL:	\$ 2,199

Tyler Fees per Transaction		
Description		Net Unit Price
ERP Pro powered by Incode		
ERP Pro 10 Financial Management Suite		
AP Automation		\$ 0.00

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Exhibit A

Services

Description	Hours/Units	Extended Price	Maintenance
ERP Pro 10 Financial Management Suite			
Professional Services	384	\$ 49,920	\$ 0
Accounts Payable Data Conversion	1	\$ 2,000	\$ 0
Accounts Payable History Data Conversion	1	\$ 1,000	\$ 0
Financials Project Management	1	\$ 1,950	\$ 0
General Ledger Data Conversion	1	\$ 1,750	\$ 0
General Ledger History Data Conversion	1	\$ 750	\$ 0
Human Resources Management Employees Records	1	\$ 2,250	\$ 0
Human Resources Management /Payroll History Data Conversion	1	\$ 1,000	\$ 0
ERP Pro 10 Customer Relationship Management Suite			
Professional Services	20	\$ 2,600	\$ 0
Project Management	1	\$ 1,250	\$ 0
Time & Attendance powered by ExecuTime			
Professional Services	144	\$ 18,720	\$ 0
Time & Attendance Project Management	1	\$ 1,250	\$ 0
Content Manager Suite			
Professional Services	40	\$ 5,200	\$ 0
Other Services			
Current & Future State Analysis	1	\$ 130	\$ 0
TOTAL:		\$ 89,770	\$ 0

**MINUTES OF THE COLORADO COUNTY
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Exhibit A

Summary	One Time Fees	Recurring Fees
Total SaaS		\$ 58,805
Total Tyler Services	\$ 89,770	\$ 2,199
Summary Total	\$ 89,770	\$ 61,004

Detailed Breakdown of Professional Services (Included in Summary Total)

Description	Hours	Extended Price	Maintenance
ERP Pro powered by Incode			
ERP Pro 10 Financial Management Suite			
Accounts Payable Data Analysis	4	\$ 520	\$ 0
Accounts Payable History Data Analysis	4	\$ 520	\$ 0
Core Financials	140	\$ 18,200	\$ 0
Employee Self Service - Employee Portal	32	\$ 4,160	\$ 0
Fixed Assets	20	\$ 2,600	\$ 0
General Ledger Data Analysis	8	\$ 1,040	\$ 0
General Ledger History Data Analysis	4	\$ 520	\$ 0
Human Resources Management History	4	\$ 520	\$ 0
Human Resources Management	132	\$ 17,160	\$ 0
Human Resources Management Employees Records	4	\$ 520	\$ 0
Purchasing	32	\$ 4,160	\$ 0
<i>Sub-Total</i>	384	\$ 49,920	\$ 0
ERP Pro 10 Customer Relationship Management Suite			
Cashiering	20	\$ 2,600	\$ 0
<i>Sub-Total</i>	20	\$ 2,600	\$ 0

**MINUTES OF THE COLORADO COUNTY
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Exhibit A

Tyler One			
Time & Attendance powered by ExecuTime			
Advanced Scheduling	48	\$ 6,240	\$ 0
Time & Attendance	96	\$ 12,480	\$ 0
<i>Sub-Total</i>	144	\$ 18,720	\$ 0
Content Manager Suite			
Core	40	\$ 5,200	\$ 0
<i>Sub-Total</i>	40	\$ 5,200	\$ 0
TOTAL:	588	\$ 76,440	\$ 0

Comments

Time & Attendance SSL Certificate Requirements: Clients must obtain an SSL certificate (2048-bit minimum) for on-premises Tyler servers from a trusted Certificate Authority (CA), such as a commercial provider (e.g. Verisign, GeoTrust, DigiCert) or client managed CA. SSL certificates are required to secure application communication by encrypting data over HTTPS. Server specific certificates (e.g. tylerapp.yourdomain.org) are supported, though a wildcard certificate (e.g. *.yourdomain.org) is commonly used for multiple servers on the same domain.

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Exhibit A

Accounts Payable conversions include Vendor Master Only - additional fee for historical views.

Accounts Payable History conversion includes unlimited historical records

Cashiering supports credit/debit cards via ETS, includes PCI Compliant, a cash collection interface, a cashiering receipt import)

Core Financials includes general ledger, budget prep, bank recon, AP, CellSense, a standard forms pkg, output director, positive pay, secure signatures.

General Ledger conversions include Chart of Accounts - additional fee for historical views.

General Ledger History conversion includes unlimited historical records

Human Resources Management/Payroll conversion include employee master, deductions/taxes, retirement, current leave totals, current direct deposit - additional fee for historical views.

Human Resources Management History conversion includes unlimited historical records.

**MINUTES OF THE COLORADO COUNTY
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Exhibit B



**Exhibit B
Invoicing and Payment Policy**

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. **Other Tyler Software and Services.**
 - 2.1 ***VPN Device:*** The fee for the VPN device will be invoiced upon installation of the VPN.
 - 2.2 ***Implementation and Other Professional Services (Including training):*** Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - 2.3 ***Consulting Services:*** If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the best practice recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
 - 2.4 ***Conversions:*** Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
 - 2.5 ***Requested Modifications to the Tyler Software:*** Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.



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Exhibit B

- 2.6 *Other Fixed Price Services:* Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- 2.7 *Annual Services:* Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.
3. Third Party Products.
- 3.1 *Third Party Software License Fees:* License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
- 3.2 *Third Party Software Maintenance:* The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.
- 3.3 *Third Party Hardware:* Third Party Hardware costs, if any, are invoiced upon delivery.
- 3.4 *Third Party Services:* Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.
- 3.5 *Third Party SaaS:* Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.
4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in Exhibit A and may be increased by Tyler upon notice of no less than thirty (30) days.
5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.

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Exhibit B
Schedule 1



**Exhibit B
Schedule 1
Business Travel Policy**

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.



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Exhibit B
Schedule 1

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

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Exhibit B
Schedule 1

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

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Exhibit B
Schedule 1

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.

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**Exhibit C
Service Level Agreement**

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

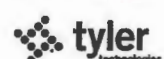
III. Service Availability

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned



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Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.

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Exhibit C
Schedule 1



**Exhibit C
Schedule 1
Support Call Process**

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of



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Schedule 1

such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler's Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

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Schedule 1

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



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Exhibit D



**Exhibit D
Statement of Work**

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Colorado County TX

SOW from Tyler Technologies, Inc.

9/12/2022

Presented to:
Michelle Lowrance
P.O. Box 236
Columbus, TX 78934

Contact:
Kirk Cunningham
Email: Kirk.Cunningham@TylerTech.com
5519 53rd St.
Lubbock, TX 79414

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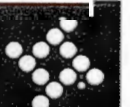
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Part 1: Executive Summary

1. Project Overview

1.1 Introduction

Tyler Technologies ("Tyler") is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler's end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler's solutions transform how clients gain actionable insights that solve problems in their communities.

1.2 Project Goals

This Statement of Work ("SOW") documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and the County (collectively the "Project").

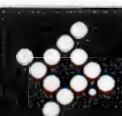
The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Providing a single, comprehensive, and integrated solution to manage business functions
- Streamline business processes through automation, integration, and workflows
- Provide a user-friendly user interface to promote system use and productivity
- Eliminate redundant data entry

1.3 Methodology

This is accomplished by the County and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler's six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler's public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the County's complexity and organizational needs.



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Tyler's Six Stage Project Methodology



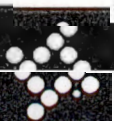
The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both the County and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that the County and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where the County's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.



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Part 2: Project Foundation

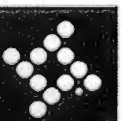
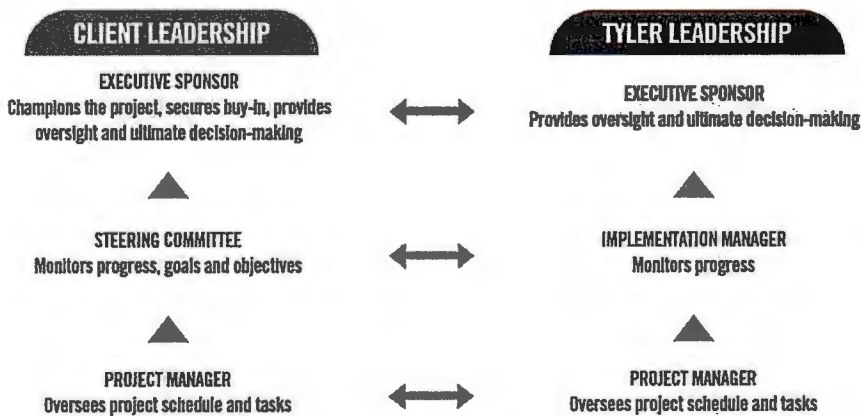
2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The chart below illustrates an overall team perspective where Tyler and the County collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the County Steering Committee become the escalation points to triage responses prior to escalation to the County and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The County and Tyler executive sponsors serve as the final escalation point.

Project Governance Relationships



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3. Project Scope Control

3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the “triple constraints” or project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



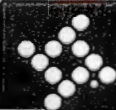
A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

3.3 Change Request Management

Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to the County; for example, the County may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:

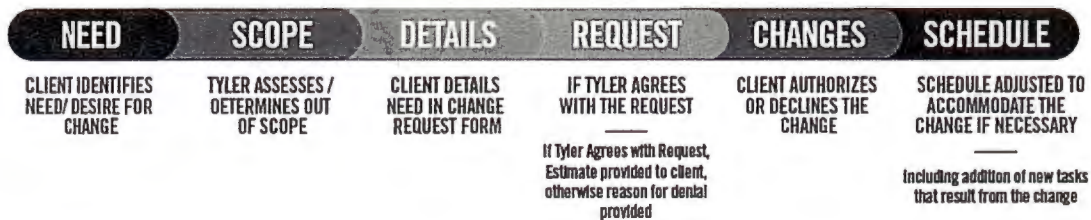


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- The nature of the change.
- A good faith estimate of the additional cost or associated savings to the County, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

The County will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and the County). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

Change Request Process



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4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each County office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the County will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining County feedback and approval on Project deliverables will be critical to the success of the Project. The County project manager will strive to gain deliverable and decision approvals from all authorized County representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each County department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

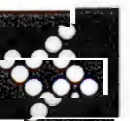
- The County shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the County does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the County does not agree the Deliverable or Control Point meets requirements, the County shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The County shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the County does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for the County and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the County, but are roles defined within the Project. It is common for individual resources on both the Tyler and County project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.



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5.1.1 Tyler Executive Manager

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the County's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to the County's executive sponsor.

5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with County management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

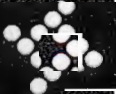
- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk, and issue management, and is the primary point of contact for all Project related items. As requested by the County, the Tyler Project Manager provides regular updates to the County Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by the County project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.
- Collaborates with the County project manager(s) to plan and schedule Project timelines to achieve on-time implementation.



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5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between the County and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to the County any items that may impact the outcomes of the Project.
- Collaborates with the County's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with the County's project manager(s) to set a routine communication plan that will aide all Project team members, of both the County and Tyler, in understanding the goals, objectives, status, and health of the Project.

5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

5.1.4 Tyler Implementation Consultant

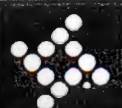
- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides the County through software validation process following configuration.
- Assists during Go-Live process and provides support until the County transitions to Client Services.
- Facilitates training sessions and discussions with the County and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).
- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.



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5.2 County Roles & Responsibilities

County resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

5.2.1 County Executive Sponsor

The County executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the County steering committee, project manager(s), and functional leads to make critical business decisions for the County.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

5.2.2 County Steering Committee

The County steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the County project manager and Project through participation in regular internal meetings. The County steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The County steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
 - Cost
 - Scope
 - Schedule
 - Project Goals
 - County Policies
 - Needs of other client projects

5.2.3 County Project Manager

The County shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. The County Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the County project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a

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timely fashion to avoid Project delays. The County project manager(s) are responsible for reporting to the County steering committee and determining appropriate escalation points.

5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for the County project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between the County and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both the County staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all County resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to County technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.



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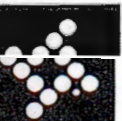
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.4 County Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to the County project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - Task completion
 - Stakeholder Meeting
 - Project Management Plan development
 - Schedule development
 - Maintenance and monitoring of risk register
 - Escalation of issues
 - Communication with Tyler project team
 - Coordination of County resources
 - Attendance at scheduled sessions
 - Change management activities
 - Modification specification, demonstrations, testing and approval assistance
 - Data analysis assistance
 - Decentralized end user training
 - Process testing
 - Solution Validation

5.2.5 County Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on the County business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to the County staff during and after implementation.



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- Participate in conversion review and validation.

5.2.6 County End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

5.2.7 County Technical Lead

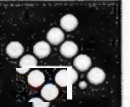
- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for County third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from the County's legacy system per the conversion schedule set forth in the project schedule.

5.2.7.1 County Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the County's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with County and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 County Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.



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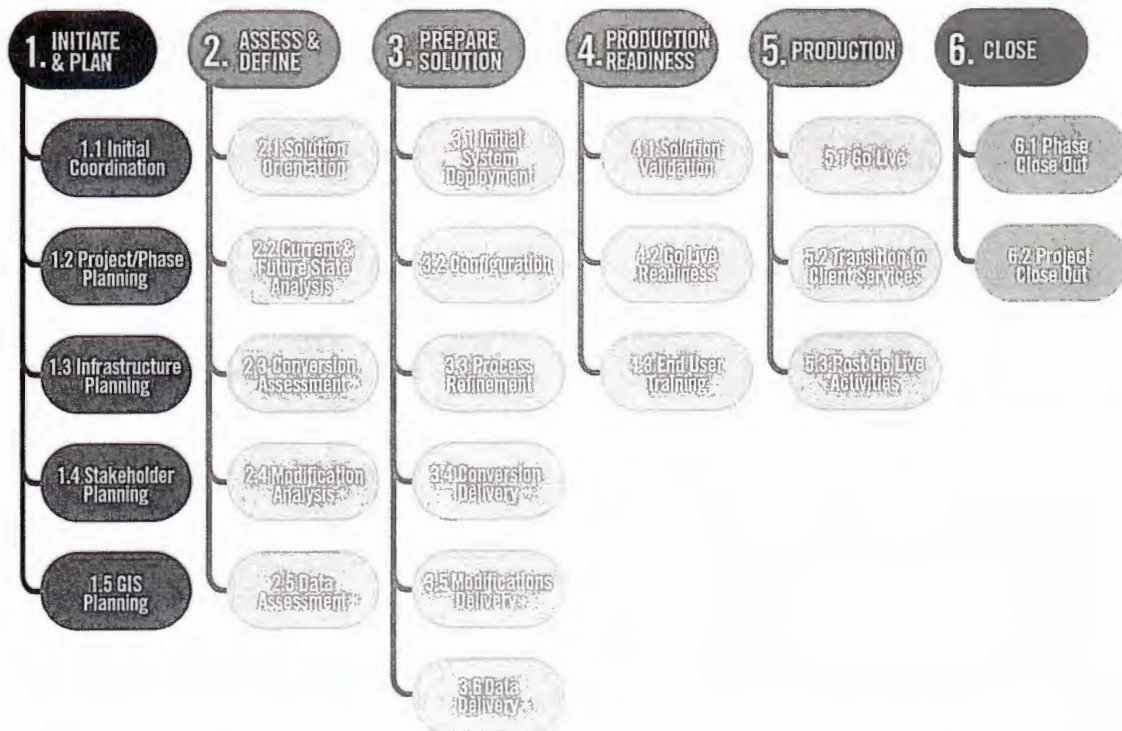
Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called "Stages" and the second level components are called "Work Packages". The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a "Control Point", confirming the work performed during that stage of the Project has been accepted by the County.

Work Breakdown Structure (WBS)



**Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as "Intentionally Left Blank" in Section 6 of the Statement of Work.*



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6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides the County with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. the County gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the County's team. During this step, Tyler will work with the County to establish the date(s) for the Project and Phase Planning session.

Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify County project team.

STAGE 1	Initial Coordination																
	Tyler							County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
County project team is assigned									A	I	R	I	I	I			
Provide initial project documents to the County		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						
Create Project Portal to store project artifacts and facilitate communication		A	R								I						



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Inputs	Contract documents
	Statement of Work
Outputs/Deliverables	Completed initial project documents
	Project portal

Work package assumptions:

- Project activities begin after the agreement has been fully executed.

6.1.2 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with the County to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all County Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to the County's Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the County Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the County with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

STAGE 1	Project/Phase Planning																
	Tyler							County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Schedule and conduct planning session(s)		A	R						I		C	C	I				



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Develop Project Management Plan		A	R						I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Project Management Plan	Delivery of document
	Project Operational Plan	Delivery of document
	Initial Project Schedule	County provides acceptance of schedule based on resource availability, project budget, and goals.

Work package assumptions:

- County has reviewed and completed the Guide to Starting Your Project document.

6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. This task is especially important for Tyler-hosted/SaaS deployment models. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. Tyler will install Licensed Software on application server(s) or train the County to install License Software. The County is responsible for the installation and setup of all peripheral devices.

Objectives:

- Ensure the County's infrastructure meets Tyler's application requirements.
- Ensure the County's infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning																
	Tyler								County								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Provide Infrastructure Requirements and Design Document		A	R		C		C				I						I
Initial Infrastructure Meeting		A	R		C		C				C						C



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*Schedule SaaS Environment Availability		A	R				C			I						
*Schedule Hardware to be Available for Installation			I			I		A		R						C
Schedule Installation of All Licensed Software		A	R				C			I						I
Infrastructure Audit		A	R				C			I						C

Inputs	1. Initial Infrastructure Requirements and Design Document
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	1. Completed Infrastructure Requirements and Design Document	Delivery of Document
	2. Infrastructure Audit	System Passes Audit Criteria

6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the County Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the County team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stakeholder Meeting																
	Tyler								County								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				
Review Stakeholder Meeting Presentation		I	C						A		R		C				
Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	I



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Inputs	Agreement
	SOW
	Project Management Plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

Work package assumptions:

- None

6.1.5 Intentionally left blank.

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler's receipt of this stage acceptance.

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to the County
- Stakeholder meeting complete

6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current County business processes. This information will be used to identify and define business processes utilized with Tyler software. The County collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on County team knowledge transfer such as: eLearning, documentation, or walkthroughs. The County team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.



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Objectives:

- Provide a basic understanding of system functionality.
- Prepare the County for current and future state analysis.

STAGE 2	Solution Orientation																
	Tyler							County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites											A	R		C			C
Conduct orientation			A	R							I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

The County and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The County will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the County's responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget, and resource availability.



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STAGE 2	Current & Future State Analysis																	
	Tyler							County										
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads	
	Current State process review			A	R	I	I	I				C	C	C	C			C
	Discuss future-state options			A	R	C	C	C				C	C	C	C			C
	Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
	Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	Countycurrent state documentation
	Solution Orientation completion

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document

Work package assumptions:

- County attendees possess sufficient knowledge and authority to make future state decisions.
- The County is responsible for any documentation of current state business processes.
- The County can effectively communicate current state processes.

6.2.3 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler’s conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing (“legacy”) system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

Objectives:

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.



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- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment																
	Tyler							County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

Inputs	County Source data
	County Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated	County Acceptance of Data Conversion Plan, if Applicable

Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with the County representatives to identify business rules before writing the conversion.
- County subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

6.2.4 Intentionally left blank.

6.2.5 Intentionally left blank.

6.2.6 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler's receipt of the Stage Acceptance.



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Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.
- Assess & Define Stage Acceptance Criteria:
 - All stage deliverables accepted based on criteria previously defined.
 - Solution Orientation is delivered.
 - Conversion data extracts are received by Tyler.
 - Data conversion plan built.

6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the County against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

Objectives:

- All licensed software is installed and operational.
- The County can access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*																
	Tyler							County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Licensed Software with Initial Database on Server(s) for Included Environments			A				R				I						C



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Install Licensed Software on County Devices (if applicable)			I				G					A						R
Tyler System Administration Training (if applicable)			A				R					I						C

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
Licensed Software is Installed on the Server(s)	Software is accessible
Licensed Software is Installed on County Devices (if applicable)	Software is accessible
Installation Checklist/System Document	System Passes
Infrastructure Design Document (C&J – If Applicable)	

Work package assumptions:

- The most current available version of the Tyler Licensed Software will be installed.
- The County will provide network access for Tyler modules, printers, and Internet access to all applicable County and Tyler Project staff.

6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with the County to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. The County collaborates with Tyler staff iteratively to validate software configuration.

Objectives:

- Software is ready for validation.
- Educate the County Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration	
	Tyler	County



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Conduct configuration training			A	R							I	C		C			
Complete Tyler configuration tasks (where applicable)			A	R							I						
Complete County configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	N/A

Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. The County is responsible for making decisions when multiple options are available.

6.3.3 Process Refinement

Tyler will educate the County users on how to execute processes in the system to prepare them for the validation of the software. The County collaborates with Tyler staff iteratively to validate software configuration options to support future state.

Objectives:

- Ensure that the County understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.



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STAGE 3	Process Refinement																	
	Tyler							County										
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	Conduct process training			A	R							I	C	I	C			
	Confirm process decisions			I	C					A	R	C	I	C				
	Test configuration			I	C						A	R		C				
	Refine configuration (County Responsible)			I	C						A	R		C				
	Refine configuration (Tyler Responsible)			A	R						I	I		I				
	Validate interface process and results			I	C			C			A	R		C			C	
	Update County-specific process documentation (if applicable)			I	C						A	R		C				
	Updates to Solution Validation testing plan			C	C						A	R		C			C	

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	
	Completed County-specific process documentation (completed by County)	

Work package assumptions:

- None



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6.3.4 Conversion Delivery

The purpose of this task is to transition the County's data from their source ("legacy") system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the County will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the County to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.



Objectives:

- Data is ready for production (Conversion).

STAGE 3	Data Delivery & Conversion																
	Tyler							County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Provide data crosswalks/code mapping tool			A	C	R						I	I		I			



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Populate data crosswalks/code mapping tool			I	C	C						A	R		C			
Iterations: Conversion Development			A	C	R						I						I
Iterations: Deliver converted data			A		R						I						I
Iterations: Proof/Review data and reconcile to source system			C	C	C						A	R		C			C

Inputs	
	Data Conversion Plan
	Configuration

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Code Mapping Complete / Validated	N/A
	Conversion Iterations / Reviews Complete	Conversion complete, verified, and ready for final pass

Work package assumptions:

- The County will provide a single file layout per source system as identified in the investment summary.
- The County subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The County project team will be responsible for completing the code mapping activity, with assistance from Tyler.

6.3.5 Intentionally left blank.

6.3.6 Intentionally left blank.

6.3.7 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Conversion iterations and reviews complete.



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Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

6.4 Production Readiness

Activities in the Production Readiness stage will prepare the County team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the County to review the status of the project and the organizations readiness for go-live.

6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that the County verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure the County organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation																
	Tyler							County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
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Solution Validation Report	County updates report with testing results
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Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

6.4.2 Go-Live Readiness

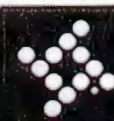
Tyler and the County will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the County has considered its ability to successfully Go-Live. Issues and concerns will be discussed, and mitigation options documented. Tyler and the County will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-Live Readiness																
	Tyler							County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A				R				C						C

Inputs	Future state decisions
	Go-live checklist



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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to the County

Work package assumptions:

- None

6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Tyler Led: Tyler provides training for all applicable users. One or multiple occurrences of each scheduled training or implementation topic will be covered.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop County specific business process documentation. County-led training labs using County specific business process documentation if created by the County can be added to the regular training curriculum, enhancing the training experiences of the end users.

Objectives:

- End users are trained on how to use the software prior to go-live.
- The County is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler							County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (County-led)			C	C							A	R	I	C	C	C	

Inputs	Training Plan
	List of End Users and their Roles / Job Duties
	Configured Tyler System



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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	End User Training	County signoff that training was delivered

Work package assumptions:

- The County project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with the County as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of County departments.
- The County will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler's receipt of the stage acceptance.

Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and checklist.
- End user training.

Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and the County will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with the County to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, the County and Tyler will complete work assigned to prepare for Go-Live.

The County provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, the County manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with the County during Go-Live activities. The County transitions to Tyler software for day-to day business processing.



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Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

Objectives:

- Execute day to day processing in Tyler software.
- County data available in Production environment.

STAGE 5	Go-Live																
	Tyler							County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C				A	R	C	I	C				
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	County confirms data is available in production environment

Work package assumptions:

- The County will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The County business processes required for Go-Live are fully documented and tested.



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- The County Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The County Project Team and Power User's provide business process context to the end users during Go-Live.
- The Tyler Go-Live support team is available to consult with the County teams as necessary.
- The Tyler Go-Live support team provides standard functionality responses, which may not be tailored to the local business processes.

6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of the County onto the Tyler Client Services team, who provides the County with assistance following Go-Live, officially transitioning the County to operations and maintenance.

Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to the County teams for key processes and subject areas.

STAGE 5	Transition to Client Services																
	Tyler							County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Transfer County to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

Work package assumptions:

- No material project issues remain without assignment and plan.



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6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

Objectives:

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Post Go-Live Activities																
	Tyler							County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities
--------	---------------------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

Work package assumptions:

- System is being used in a live production state.

6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler's receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:



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- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. The County transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).

6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of the County for systems implemented in the Phase.

Objectives:

- Agreement from Tyler and the County teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler							County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	County
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	



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Inputs	Contract	
	Statement of Work	
	Project artifacts	
Outputs / Deliverables	Acceptance Criteria [only] for Deliverables	
	Final action plan (for outstanding items)	
	Reconciliation Report	
	Post Phase Review	

Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time the County may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to the County teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler							County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to County and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

Inputs	Contract	
	Statement of Work	



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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Post Project Report	County acceptance; Completed report indicating all project Deliverables and milestones have been completed

Work package assumptions:

- All project implementation activities have been completed and approved.
- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

7. General Assumptions

Tyler and the County will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a few assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The County Project Team will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the County project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, the County is responsible for making decisions based on the options available.



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- Implementation of new software may require changes to existing processes, both business and technical, requiring the County to make process changes.
- The County is responsible for defining, documenting, and implementing their policies that result from any business process changes.

7.2 Organizational Change Management

Unless otherwise contracted by Tyler, County is responsible for managing Organizational Change. Impacted County resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted County resources understand the value of the change, and why they are being asked to change.

7.3 Resources and Scheduling

- County resources will participate in scheduled activities as assigned in the Project Schedule.
- The County team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the County will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- The County will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- The County makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- The County will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The County will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- The County is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with the County representatives to identify business rules before writing the conversion. The County must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.

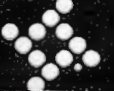


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- The County will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The County Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- The County is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

7.5 Facilities

- The County will provide dedicated space for Tyler staff to work with County resources for both on-site and remote sessions. If Phases overlap, County will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The County will provide staff with a location to practice what they have learned without distraction.



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8. Glossary

Word or Term	Definition
Acceptance	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
Accountable	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
Application	A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user.
Application Programming Interface (API)	A defined set of tools/methods to pass data to and received data from Tyler software products
Agreement	This executed legal contract that defines the products and services to be implemented or performed.
Business Process	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
Business Requirements Document	A specification document used to describe Client requirements for contracted software modifications.
Change Request	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
Change Management	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
Code Mapping [where applicable]	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
Consulted	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
Control Point	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
Data Mapping [where applicable]	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
Deliverable	A verifiable document or service produced as part of the Project, as defined in the work packages.
Go-Live	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
Informed	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]



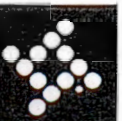
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Infrastructure	The composite hardware, network resources and services required for the existence, operation, and management of the Tyler software.
Interface	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
Integration	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
Legacy System	The software from which a client is converting.
Modification	Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
On-site	Indicates the work location is at one or more of the client's physical office or work environments.
Organizational Change	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
Output	A product, result or service generated by a process.
Peripheral devices	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
Phase	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
Project	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
RACI	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
Remote	Indicates the work location is at one or more of Tyler's physical offices or work environments.
Responsible	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
Scope	Products and services that are included in the Agreement.



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Solution	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
Standard	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities, services, and Deliverables.
System	The collective group of software and hardware that is used by the organization to conduct business.
Test Scripts	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
Training Plan	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program, or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
Work Package	A group of related tasks within a project.



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Part 4: Appendices

9. Conversion

9.1 ERP Pro Financials Conversion Summary

9.1.1 General Ledger

Standard Conversion Includes:

- Full chart of accounts listing, descriptions, and corresponding account types
- Element (segment) values and descriptions
- Summarized budget figures for current fiscal year
- Unlimited historical transactions as provided by client.

NOTE: Training will be provided on how to import additional budget years from Excel.

9.1.2 Accounts Payable

Standard Conversion Includes:

- Vendor master information, address, primary contact, and NOTES
- Unlimited historical transactions as provided by client.

9.1.3 Personnel Management

Standard Conversion Includes:

- Basic employee information – employee master, address, primary contact, dates, phone numbers, dependents, NOTES
- Employee Deductions & Taxes
- Employee Direct Deposit Information
- Employee Leave Balances
- Employee Retirement
- Rates/Base Pay (salary / hourly compensation)
- Unlimited historical transactions provided by client.

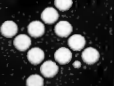
NOTE: Employee positions/deductions will be created according to recommended best business practices.

9.1.4 General Ledger

Standard Conversion Includes:

- Full chart of accounts listing, descriptions, and corresponding account types
- Element (segment) values and descriptions
- Unlimited historical transactions as provided by client.

NOTE: Summarized budget figures for current fiscal year and historical years can be imported into the system from Excel. The County is ultimately responsible for producing the budget figures in Excel and verifying the results. Training will be provided on how to import budgets from Excel.



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NOTE: Summarized beginning balance sheet entries, as well as summarized fiscal year activity entries, can be imported into the system from Excel for the current year. The County is ultimately responsible for producing the entries in Excel and verifying the results. Training will be provided on how to import JEs from Excel.

9.1.5 Accounts Payable

Standard Conversion Includes:

- Vendor master information, address, primary contact, and NOTES
- Unlimited historical transactions as provided by client.

NOTE: 1099 balances and non-1099 balances can be imported into the system using a standard import available to the County from Excel. The County will ultimately be responsible for creating the Excel spreadsheet and verifying the results. Training will be provided on how to import balances from Excel.

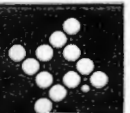
9.1.6 Personnel Management

Standard Conversion Includes:

- Basic employee information – employee master, address, primary contact, dates, phone numbers, dependents, NOTES
- Current direct deposit bank information
- Federal and state tax withholding information
- Unlimited historical transactions provided by client.

NOTE: Employee positions/deductions will be created according to recommended best business practices.

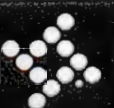
NOTE: Clients going live on payroll mid-calendar year will have the option to import or enter quarterly employee payroll history to meet federal and state reporting requirements giving the ability to create a single set of W-2's at calendar year end. The County will ultimately be responsible for entering in the quarterly employee payroll history and verifying the results. Training will be provided on how to enter in this information.



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10. Additional Appendices

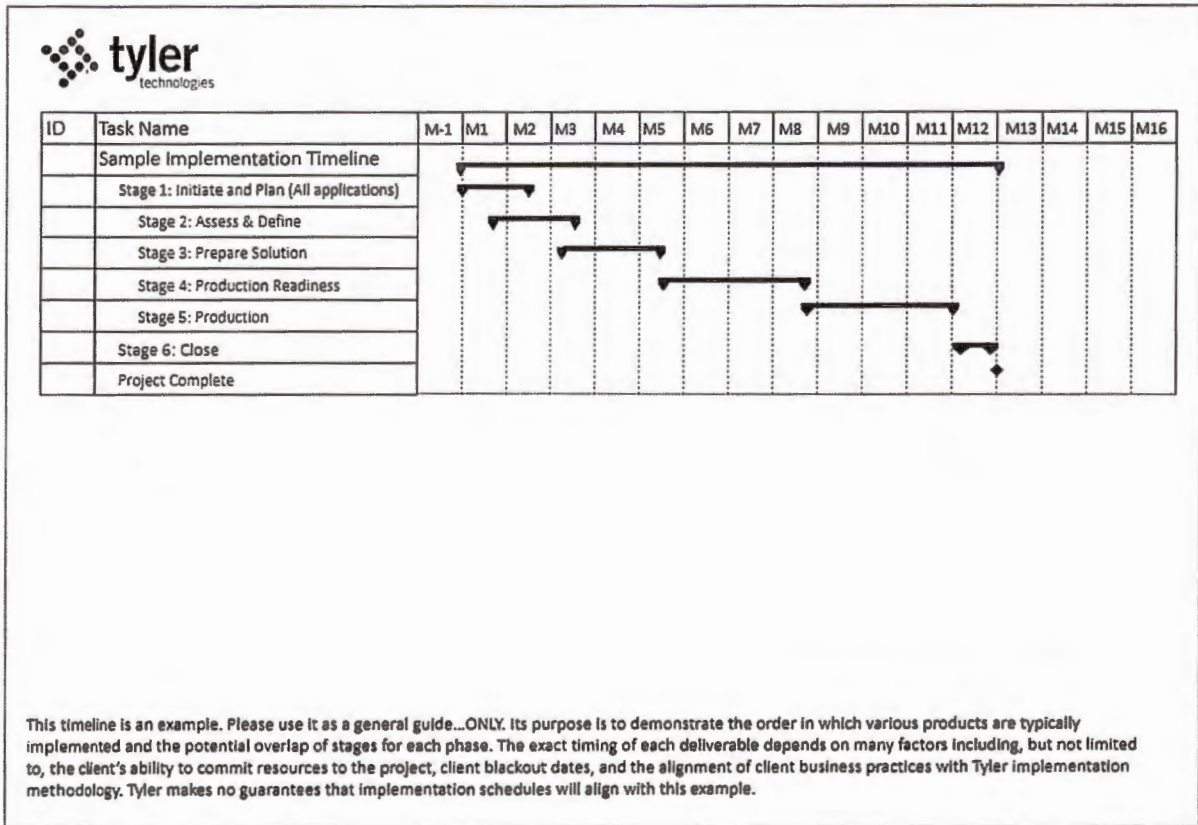
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11. Project Timeline

11.1 ERP Pro Financial Management Timeline



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Time and Attendance

ExecuTime Time & Attendance™ provides small and large organizations with incredible cost savings and increased efficiency. In most local government entities, payroll processing, time tracking and benefits accrual tracking places an unnecessary strain on staff efficiency and limited budgets. ExecuTime™ fixes those issues and keeps them fixed while providing the highest ROI on the market. How do we do that?

- Effortlessly handle complex time tracking rules and pay codes
- Seamless, automated integration and synchronization with your IT environment and payroll software
- Powerful and user-friendly web-based interface for supervisors and staff
- Solid integration with numerous time collecting interfaces (web browsers, time clocks, phone, text messaging, IVR, proximity readers, biometrics and more)
- Dedicated technical and training support

Simplify Complex Time, Attendance and Benefit Tracking

By incorporating complex time tracking procedures that usually exist within public safety, public works and education, ExecuTime makes it easy for managers and staff of every department to enter and track time types, manage time-off requests and apply job costing all while handling multiple pay periods and FLSA guidelines.

Reduce Costly Errors

ExecuTime Time & Attendance drastically reduces errors and oversights by eliminating several of the manual tasks associated with collecting time and entering data into the payroll system.

Electronic capture of employee time offers a more accurate account of actual time worked and automates the process of collecting, calculating and entering employee hours each pay period. You generate precise timesheets for both hourly and salaried personnel and have access to historical data through audit trails and reports to ensure secure and effective management.

Time Efficiency and Cost Effectiveness

ExecuTime Time & Attendance automates the most labor-intensive tasks associated with timekeeping and gives that time back to your staff. Payroll clerks that spend days sorting through timecards will now complete the same duties in a fraction of the time. Many public sector organizations have already discovered that ExecuTime offers the most rapid ROI along with the most critical product features.

“Streamlining our payroll department, providing much better data access and reporting information and improving accuracy. It’s been great. I’d do it all over again.”

- Debbie Mammone, Lincoln City, Oregon

For more information, visit
www.tylertech.com
or email info@tylertech.com

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Supported Solutions

ExecuTime offers budget friendly systems that fit seamlessly into your current infrastructure and will grow with you for years to come. Our project management team will guide you through an implementation plan catered toward your personnel environment, conduct training and support your internal rollout. And you will have added assurance knowing an experienced and responsive technical team is only a phone call or email away.

Automated Attendance Calculation

- Improves accuracy
- Improves timeliness of information
- Configurable overtime policies
- Configurable clock-in/out policies
- Manual time-editing ability
- Accounts for shift differentials and 24x7 operations
- Complete audit log and reporting on changes, additions and edits to employee time

Key Features

- Electronic clock in/out
- Time tracking and exception reporting
- Work order, project and job number tracking
- Employee benefit time request and management
- Time-off scheduling calendar
- Electronic timesheet approvals
- Absolute lowest cost of ownership and free software for upgrades
- Integration with payroll software on any platform

Flexible Reporting Features

- By day, week, month or year
- Real-time employee status
- Daily attendance inquiry
- Multiple file export options

Intuitive Interface

- ExecuTime web-based interface
- "Who Is Here" inquiry screen
- Benefit hours inquiry and management
- Integrates with Interactive Voice Response (IVR) technology
- Supports a range of collection devices: electronic time clocks, biometric, web browser, text messaging and more
- Full integration with your payroll application

And More...

- Multiple pay-period support
- Graphical calendar for time-off scheduling
- User-specific security levels
- Time-zone sensitive time and date stamp records all transactions for auditing purposes
- Eliminates antiquated time clock hardware and hand-written time sheets

The ExecuTime Difference

- Integration with any payroll/HR app on any platform
- Unlimited supervisors
- Unlimited workstations and PCs
- Unlimited technical support
- Configurable notifications and alerts
- Absolute lowest cost of ownership
- Browser, tablet and smart phone supported

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Advanced Scheduling

ExecuTime Advanced Scheduling™ automates, simplifies and streamlines your staff scheduling process while minimizing labor costs and overtime expenses. The Advanced Scheduling solution makes sure you have the right people working the right job at the right time through a fully-integrated, easy-to-use solution that easily scales to suit the needs of small, medium and large organizations.

Reduce Labor Costs

Labor costs are a big part of your organization's budget. And those costs escalate through human error, manual processes and requests, and scheduling conflicts. ExecuTime scheduling allows you to cut labor costs while drastically reducing human error and manual processes. Even better, ExecuTime can be configured to easily handle the complex scheduling in public safety, public works and parks and recreation. With ExecuTime, you'll effectively manage complex costs while incorporating union agreements, overtime and premium pay into your workforce management strategy.

Increase Workforce Productivity

You're being told to do more with fewer resources. In these challenging economic times, decreasing budgets and increasing expectations go hand-in-hand. ExecuTime Advanced Scheduling allows your staff and supervisors to securely access customized and insightful data to eliminate unnecessary confusion and scheduling errors while enhancing employee accountability. Self-service tools allow your staff to request schedule changes and shift swaps, leave requests, bid for days off and vacation requests, and more. It's centralized, 24x7x365, real-time scheduling and management across departments, teams and locations.

Seamless Integrations

The ExecuTime Advanced Scheduling solution integrates seamlessly with third-party applications (HR, payroll, CAD and more) and eliminates manually running scripts, passing files back and forth, and the wasteful production of paperwork. Of course, you can also integrate the scheduling solution with the ExecuTime Time & Attendance solution to create a powerful, automated and fully-integrated workforce management solution.

Easy to Use and Implement

If you can use a web browser, then you can learn to use ExecuTime Advanced Scheduling in a snap. This solution is entirely web-based and requires no software to install or maintain on workstations. The user interface is extremely intuitive and userfriendly to make adoption easy even for users with little or no experience with computers.

Key Features

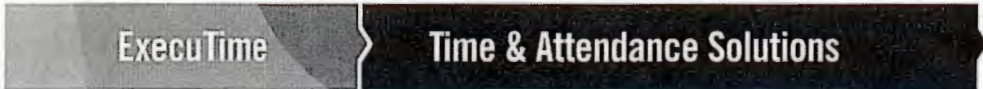
- Unlimited schedules/shifts
- View and print daily roster reports
- Schedule grid and calendar view
- Post open positions for sign-up or bidding
- Time exchange feature for shift swaps and shift trades
- Automated time-off request and approval process
- Overtime eligibility management
- Track certifications and work limits
- Cloud-based and on-premises options
- Holiday and events calendar
- Reporting and auditing
- Employee self-service

“Hands down, ExecuTime offers the best technical support in a software company I've ever seen.”

- Roy Lavicky, VP of Information Technology

For more information, visit
www.tylertech.com
or email info@tylertech.com

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Time Clock Options & Pricing

Touch Screen Clocks 7"

- No reader - employees manually key in identification on keypad.....\$1,895.00
- Barcode/mag device - reads mag stripe or barcode badge\$2,195.00
- Proximity reader - reads proximity enabled badges/tags\$2,195.00
- Biometric reader - reads employees fingerprints\$2,395.00
- Biometric with either proximity, mag, or barcode reader.....\$2,695.00

Touch Screen Clocks 10"

- No reader - employees manually key in identification on keypad.....\$2,210.00
- Barcode/mag device - reads mag stripe or barcode badge\$2,510.00
- Proximity reader - reads proximity enabled badges/tags\$2,410.00
- Biometric reader - reads employees fingerprints\$2,710.00
- Biometric with either proximity, mag, or barcode reader.....\$3,010.00

Clock Features		
Functionality	Touch Screen 7"	Touch Screen 10"
Clock In/Out	Yes	Yes
Approve Time - Employee & Supervisor	Yes	Yes
View Accrual Balances	Yes	Yes
Keyboard (Pin Pad)	Yes	Yes
Request Time Off	Yes	Yes
Edit Hours (Project Codes, Positions, etc)	Yes	Yes
Two-Factor Authentication	Yes	Yes
Check In	Yes	Yes
Door Control	No	Yes - Optional
Technical	Touch Screen 7"	Touch Screen 10"
POE+ (Powered Through Ethernet Port)	Included	Included
POE Splitter	See Above	See Above
POE Injector	Optional	Optional
Battery Backup	Included	Included
Wireless	Included	Included
Communication	HTTPS	HTTPS
VPN Needed?	No. Secure connection via wireless, if needed.	No. Secure connection via wireless, if needed.



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All clocks are under a standard maintenance plan beginning when the clocks are shipped. This includes replacement of your current clock if it cannot be fixed through the standard helpdesk process. A clock will be shipped out same day if the order is placed before noon Eastern Standard Time. Otherwise, the clock will be shipped the following day.

Testing Your Badges

Testing your organization's existing badges or fob's ensures they are compatible with time clocks for ExecuTime. Follow the instructions below and our team can begin compatibility testing.

- Send your sample badge and/or fob to the address below. If there are various types you plan on using with the clock, please send one sample of each.
- Fill in the information below and include with the package.
- Once received by our team, testing should be done within 3 to 4 business days and you will be contacted by your account representative with your results.
- Your samples will be sent back within approximately two weeks.

Please send to:
Control Module, Inc.
Attn: Badge Test/Craig Normandin
89 Phoenix Ave. Enfield, CT 06082
Cnormandin@controlmod.com



Include the form below in your package:

Time Clock Badge Test

Organization Name:

Your Name:

Phone:

Email:

Return Address:

Tyler Technologies Representative:

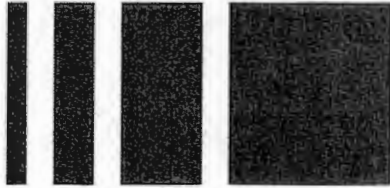
How many samples are included in your package:

Empowering people who serve the public™



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2040 Loop 336, Suite 304
Conroe, Texas 77304
(Phone) 936-756-6720
(Toll-free) 800-834-0560
(Fax) 936-756-6741

March 23, 2022

Mrs. Raymie Kana
Colorado County Auditor
Courthouse Annex
318 Spring Street – Room 104
Columbus, TX 78934

Re: Cloud-Based Financial Software Proposal

Dear Raymie,

Cliff requested that Financial Intelligence (FI) present you with a written proposal for the cloud-based financial accounting software for your office and the Treasurer. As you may recall, FI bases our costs on the total number of "concurrent users" licensed by a county. Based on your conversation with Cliff, we have proposed for your review a license for 4 concurrent users and document scanning for 3 stations.

			<u>Total</u>
First Concurrent User	\$950.00	1	\$950.00
Additional Concurrent User	\$450.00	3	\$1,350.00
Document Scanning x 3	\$175.00	3	\$525.00
Grand Total Per Month License			\$2,825.00

Our proposal includes training, on-going support, daily backups, software upgrades as developed and data migration of the HCSS summary historical information. We have also included for your review a **DRAFT** Agreement.

Sincerely,

A handwritten signature in black ink, appearing to read 'Robert Baird'.

Robert Baird
President

Mr. Cliff Kotara

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NON-EXCLUSIVE LICENSE AGREEMENT

This Non-Exclusive License Agreement ("Agreement") is by and between Financial Intelligence with offices at 2040 N. Loop 336 W. Suite 304 ("Company"), and Colorado County, Texas, with offices at 318 Spring Street, Columbus, TX 78934 ("Licensee"). The Parties enter into this Agreement for designated Licensee's Departments' access to and use of Company Software Programs and related materials ("Software Programs") for a designated data processing system of the Licensee ("System") by specified Users, and for designated services to be provided by Company, according to the terms and conditions specified in this Agreement. This Agreement has an effective date of _____, 20__.

1.0 DEFINITIONS

- 1.01 **"Software Programs"** include each Software Programs identified in **Exhibit 1** ("Departments, Software Programs, and Users") to this Agreement and associated documents, including but not limited to executable modules and subroutines, and user manuals and related documentation, in machine readable or printed form; and any and all enhancements, modifications, patches, upgrades, releases, developments, adaptations, and derivative works related thereto, no matter by whom developed.
- 1.02 **"Licensee"** means the Licensee governmental entity, including but not limited to the individual Licensee Departments specifically identified in **Exhibit 1** ("Departments and Users") that are authorized by this Agreement to use one or more of the Software Programs and receive Company services.
- 1.03 **"Department"** means a particular specifically identifiable sub-unit of the Licensee governmental entity, for example, a distinct department, division, or physical office of the Licensee; or an independently elected official, or a distinct department, division or physical office operating under that elected official and subject to that elected official's supervision or authority.
- 1.04 **"Department Program"** means the specific Program(s) that a particular Licensee Department is authorized to use or access under this Agreement. A Department may be authorized to use more than one Program, as specified in **Exhibit 1**.
- 1.05 **"User"** means a particular individual person that is authorized to use or access a particular Department Program under this Agreement. **"User Number"** shall mean, if specified in **Exhibit 1**, the total number of authorized Users for which Licensee has the right to permit access and use of a particular Department Program, not to exceed the permitted number of Concurrent Users authorized. Licensee shall assign a unique User Identification Number and User Password to each authorized User and provide a list of all authorized User Identification Numbers and User Passwords to Company, updated from time to time as necessary to keep Company advised of all authorized Users and their assigned User Identification Numbers and User Passwords.

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- 1.06 **“Concurrent User”** means a User who is accessing and using a particular Department Program at the same time as one or more other Users authorized to access and use an authorized Department Program. **“Concurrent User Number”** means the maximum number of Users authorized to access and use a particular Department Program at any given time. The authorized Concurrent User Number for each Department Program is stated in **Exhibit 1**.
- 1.07 **“Public Records Law”** means any applicable public open records law, or, as applicable, the Federal Freedom of Information Act (“FOIA”), 5 U.S.C. § 552, and the Texas Public Information Act, chapter 552 of the Texas Government Code.
- 1.08 **“Services”** means those services provided by Company to Licensee hereunder, including, for example, the License for access to and use of the Software Programs and related materials; remote (cloud-based) hosting; data backup, if any; Special Services; maintenance, support, training, and orientation; and any other services provided by Company under this Agreement.

2.0 LICENSE

2.01 Grant of license

Company hereby grants Licensee a non-exclusive, non-transferable, limited, revocable license to use the Software Programs identified in **Exhibit 1**, subject to timely payment of all fees and charges specified. Each Licensee Department identified in **Exhibit 1** may use the Program modules authorized in **Exhibit 1** specifically for that Department, and none other; by no more than the number of Users authorized in **Exhibit 1** specifically for that Department for that Department Program; by no more at any given time than the number of Concurrent Users authorized in **Exhibit 1** specifically for that Program and that Department; and for the number of Access Points identified in **Exhibit 1** specific to that Department for that Department Program. Each Licensee Department must use its identified Department Program(s) and related materials only in the regular course of its lawful business, within its usual governmental capacity without abuse, only at the sites and only on the networks and workstations or other equipment authorized, and in the manner contemplated by, and under the terms and conditions of, this Agreement.

2.02 Users, Concurrent Users

Licensee has the right to permit access and use of the Program(s) by authorized Licensee Department employees who have been identified to Company as authorized Users, up to the User Number specified in **Exhibit 1** for the applicable Program; *provided*, that no more than the authorized Concurrent User Number of Users may access or use the Program(s) at any given time. Licensee shall assign a unique User Identification Number and User Password to each authorized User and shall provide to Company a list of authorized Users

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and their User Identification Numbers and User Passwords. Licensee has a continuing duty to update this information.

2.03 Ownership of Software Programs and related materials

All right, title, and interest in and to the Software Programs and related materials are and shall remain vested in, and shall vest solely with, Company. This Agreement does not create or transfer any right, title, or interest in or to the Software Programs or any related materials in favor of Licensee or any third party.

2.04 No alterations or derivative works without consent of Company

This Agreement does not grant Licensee the right to make derivative works or otherwise alter, modify, or adapt the Software Programs or related materials. Licensee may not itself, or by the actions of any third party, volunteer, or contractor (hereinafter referred to as Licensee's Designee), inspect, work on, improve, reverse engineer, enhance, adapt, develop, or otherwise use or exploit any of the Software Programs (collectively "Alterations") in any manner whatsoever not authorized expressly by this Agreement, without express written permission from Company. Licensee shall not make any replacements or substitutions to the Software Programs and related materials without the written consent of Company. Any such replacements or substitutions, or any derivative works, in whole (or part if incomplete), shall become the exclusive property of Company as of the time of their creation and be subject to this Agreement unless Company otherwise agrees in writing. If Licensee or anyone acting on Licensee's behalf, directly or indirectly, modifies the Software Programs or related materials without Company's written consent, Company's obligation to provide maintenance and provide support, at Company's option, will terminate; and any warranty of functionality will be voided.

2.05 Ownership of alterations including derivative works

If Company consents to Alterations to its intellectual property, including but not limited to Alterations that constitute copyrightable or patentable derivative works, by Licensee or any Licensee's Designee, Licensee agrees that all right, title, and interest in and to any and all Alterations developed by Licensee or by Licensee's Designee, whether such Alterations are completed or only partially completed, (i) shall be works made for hire for Company if they are of a character that may be recognized as such under applicable law; or (ii) if not of such character, that all right, title, and interest in and to such Alterations shall be and hereby are transferred and assigned by Licensee to Company; or (iii) if such present transfer and assignment is not recognized under applicable law, shall be transferred and assigned by Licensee to Company when applicable law recognizes the effectiveness of such transfer and assignment; and (iv) that Licensee shall execute suitable transfer and assignment documents upon request by Company, and (v) otherwise provide all reasonable assistance to Company or its designee in effecting the registration or recordation of such Alterations. Licensee shall ensure that Licensee's Designee performing such work shall transfer and assign all right, title, and interest in and to the Alterations to Company, including all

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proprietary and descriptive information related to the Software Programs and the Alterations that is developed by Licensee's Designee. Licensee agrees and warrants that it will be responsible for ensuring that appropriate contractual, work made for hire, and transfer and assignment documents are executed by it and by Licensee's Designee.

2.06 No removal of proprietary legends or notices

Licensee agrees not to remove or destroy any proprietary or confidential legends or markings (including but not limited to copyright or trademark notices) placed upon or contained within the Software Programs and related materials.

2.07 Licensee data

Licensee retains all rights in and to its data. At the termination of this Agreement, or at any other time upon request by Licensee and as a Special Service, the data will be exported by Company to Licensee in a symbol-delimited ASCII format with an accompanying record layout, or in such other format appropriate for Licensee and which Company is practically capable of producing and to which Company agrees; provided, that use of such non-ASCII format does not infringe any rights of Company or any third party; and provided, further, that if programming or data conversion or reformatting by Company, or other data manipulation or processing, is required for production in such other format, Licensee agrees it will pay for such programming, conversion, reformatting, manipulation, or other processing at Company's then-prevailing time and materials rates, including reasonable travel costs and per diem expenses.

If requesting conversion of Licensee data to a non-ASCII format, Licensee must specify in writing to Company what data records Licensee desires to be converted, the format requested, and the media on which the converted data is requested to be written or recorded. This request is subject to Company's agreement. NOTE: A symbol- or tab-delimited ASCII file would be provided upon normal termination without charge, but there would be a charge for any other format, or if any reformatting, processing, or other manipulation of such a file were requested by Licensee or Licensee's new provider.

If this Agreement has been terminated under Section 8 ("Necessity of Funding Appropriation") on the basis that funds have not been appropriated, Company will have no obligation under this section or otherwise to provide any transferal or conversion assistance to Licensee unless and until Licensee (i) certifies in writing that funds are available for such services from current funding sources and (ii) Licensee commits in writing to pay Company for such services from such current funding sources.

Licensee will be solely responsible for obtaining, and for the costs of, any applicable third-party licenses or consents, or for the costs of any additional equipment or software required by Company, that may be needed to accomplish or permit the conversion to the agreed export format and using the agreed media.

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2.08 No access by unauthorized persons or entities

Licensee will not permit, and warrants to Company it will not permit, the Software Programs or related materials to be used, accessed, inspected, reviewed, or viewed either directly or indirectly by any unauthorized person or entity. Licensee will not provide copies of any reports or other output by the Software Programs to any person or entity not authorized to receive them under this Agreement, or to which Licensee is not otherwise required by applicable law to provide. This is a material condition of this Agreement.

2.09 No sublicenses or unauthorized extensions of license

Licensee may not grant or extend, and warrants to Company it will not grant or extend, sublicenses or other rights in or to the Software Programs to others not authorized by this Agreement to receive them, including but not limited to Departments not expressly authorized in **Exhibit 1** to use the specific Program; or assign or transfer the License in whole or part, or any rights in or to the Software Programs, to any unauthorized third party or to unauthorized Licensee Department or person. This is a material condition of this Agreement.

2.10 Confidentiality; protection and non-disclosure

Licensee recognizes the Software Programs are protected in part by three United States patents (US 9,558,163 B1 - US 9,558,288 B1 - US 9,514,107. B1);.and recognizes and agrees that the Software Programs and related materials and information related to them are: (i) considered by Company to be trade secrets, (ii) provided to Licensee in confidence; and (iii) the exclusive and proprietary property and information of Company. **Licensee represents and warrants that it will not disclose Software Programs or any related materials or any other Company confidential or proprietary information to any unauthorized person or entity, including but not limited to third parties or Departments or Users not expressly authorized by this Agreement, directly or indirectly, without express written authorization from Company.** In the event a request is made for Licensee to disclose Software Programs or any related materials or information to a third party, Licensee promptly shall give written notice to Company identifying the requesting persons or entities and, if known to Licensee, stating the reasons such requests have been made. Company will determine in its sole discretion whether the requested disclosures should be made, and if not, what action to take; provided, that requests made under an applicable Public Records Law are subject to the provisions of Section 6.04 of this Agreement.

2.11 Company right to terminate

Company shall have the right immediately to suspend or terminate this License and this Agreement at its sole discretion, without penalty, cost, or liability to Company, and without further obligation of Company to Licensee thereafter under this Agreement, should Licensee violate any of its provisions. Such suspension or termination shall be effective

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upon Company's giving notice to Licensee; such notice may be given orally if followed by a writing (including but not limited to fax or email).

3.0 LICENSEE FEES; INITIAL MIGRATION OF DATA

3.01 Fees.

The fees for this Agreement shall be the amounts specified in **Exhibit 1** ("Departments, Software Programs, and Users"), to be paid over the term of this Agreement or otherwise as specified in **Exhibit 1**. Addition of (i) Users or Concurrent Users within a Department, (ii) Departments, (iii) Department Software Programs, or (iv) increases in User Numbers or Concurrent User Numbers specific to a particular Department Program, must be agreed in writing by both Parties, and may result in additional fees, including fees for additional installations or authorizations, and increases in any annual or monthly fees, as specified by Company.

3.02 Services

Subject to payment of stated fees by Licensee as specified in **Exhibit 1**, Company will provide the Department Software Programs and other services specified in **Exhibit 1** and **Exhibit 2** ("Term and Scope of Services"), as those Exhibits may be amended in writing from time to time.

3.03 Initial migration of Licensee data to Company systems.

(a) Licensee is responsible, at its own cost, for providing Company with Licensee's existing data and any other data for which Company services will be provided, in a format acceptable to Company and which Company is readily able to import into and use with Company Software Programs and databases ("Acceptable Data Migration Format"). An Acceptable Data Migration Format includes a corresponding record layout for the data.

(b) If Licensee's data is in the possession of a third party (e.g., a prior service provider other than Company), Licensee is responsible for obtaining Licensee's data from the third party in an Acceptable Data Migration Format. All costs of and charges by the third party to provide Licensee's data in such a format will be borne fully by Licensee.

(c) Licensee's tender of its data to Company for initial installation into Company Software Programs and databases (the initial migration of Licensee's data), or other additional data tendered for input (including input by Licensee Users) (all being "Tendered Data"), will be Licensee's representation to Company that the Tendered Data is validated by Licensee as being Licensee's data and that it is accurate for the purposes of Company's provision of services under this Agreement.

(d) Company will not be responsible in any way for any errors in the Tendered Data provided by Licensee for initial migration (including but not limited to inaccuracies in the

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data themselves and any errors arising from or traceable to formatting errors, failure to properly populate identified fields or to populate in formats other than those specified for the file, or other irregularities or inconsistencies) ("Initial Data Errors"), or in any later-tendered data ("Later Data Errors"), including any errors, inconsistencies, incompleteness, or other deficiencies of data reasonably traceable to such Data Errors or other inadequacies of the Tendered Data or the format in which tendered.

(e) If any Tendered Data file provided by Licensee requires any Company conversion, manipulation, reformatting, verification, or other work or processing required for or convenient to installation of any Tendered Data and to use it in Company Software Programs, systems, or databases ("Data Conversion"), including but not limited to correcting Initial Data Errors or Later Data Errors, that Data Conversion shall be a Special Service (see **Exhibit 1**, Special Services), for which, in addition to any other fees specified or authorized under this Agreement, Licensee shall pay Company's reasonable costs and expenses, on a time-and-materials basis at Company's then-prevailing rates, including reasonable travel costs and per diem expenses. Company shall be entitled to fees for Data Conversion service provided whether Licensee re-tenders Licensee's data before completion of Data Conversion by Company of previously tendered data.

(f) In practice, the process of successfully (and as accurately as possible) importing Licensee's data into Company's systems may take several iterations. E.g., the third party previously storing Licensee's data (or Licensee, as the case may be) ("Prior Data Holder") may provide a data output and associated record layout, but an initial data migration test (or full importation attempt) may show that adjustments or manipulations of the Prior Data Holder's output data file are required for successful importation. The Prior Data Holder's initial response to Company's request for assistance, if provided, may or may not resolve the migration issues. If not, the process of attempting to obtain adjusted data files or other assistance from the Prior Data Holder may require multiple iterative attempts of this kind before a readable, usable, reliable import data file is obtained. Even then, Company may be required to perform data import tests, data manipulations, and accuracy testing. Licensee recognizes that such iterations may be required and agrees to bear all costs for obtaining the assistance of the Prior Data Holder. If the Prior Data Holder does not fully cooperate, Licensee will bear the costs incurred by Company to correct any data formatting errors, irregularities, or inaccuracies that must be made by Company to effect successful migration of Licensee's data. Note that multiple iterations have a benefit, to provide Licensee the opportunity to validate Licensee data for Company.

4.0 TERM AND TERMINATION

4.01 Term

This Agreement shall come into and be in effect as of the Effective Date and shall have the Initial Term specified in **Exhibit 2** ("Term and Scope of Services"), to terminate at 11:59:59 p.m. on the last day of the specified Initial Term ("Initial Term Termination Date").

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Unless otherwise specified in **Exhibit 2**, this Agreement shall automatically renew for successive Renewal Terms of duration equal to the Initial Term ("Renewal Term") unless either party notifies the other in writing not later than ninety (90) days before the end of the Initial Term or the then-current Renewal Term, as applicable, either (a) that the Agreement shall terminate at the end of the said applicable Term instead of being renewed; or (b) requesting a Renewal Term of lesser duration, which request shall be subject to the agreement of the other Party, not to be unreasonably withheld, conditioned, or delayed; provided, however, that the total duration of this Agreement shall not exceed twenty-five (25) years or such other total duration as permitted from time to time under applicable law.

4.02 Post-Expiration Assistance

Upon termination of this Agreement in part or in full by action of the terms herein, or upon action of the Parties as provided in this Agreement, unless otherwise provided in this Agreement, Company will assist in the transferal of the Licensee's data files in the possession of the Company according to the terms of this Agreement, as specified in Section 2.07 ("Licensee data").

Licensee will be responsible for reasonable Company fees, and for any costs or expenses incurred by Company for such assistance, including but not limited to transferal or reformatting of data, at Company's then-prevailing rates for time and materials, and including any costs and expenses of associated travel, including reasonable per diem expenses.

4.03 Obligations survive

Upon termination of this License Agreement, all rights and obligations of the Parties shall cease, except that Licensee's obligations regarding (i) confidentiality, including provisions regarding any Public Records Law; (ii) return, and warranty of complete return, of all copies of the Software Programs and related materials to Company; (iii) assisting Company in protecting its intellectual property and in defending against third party claims of infringement; (iv) venue, consent to suit, and choice of laws; (v) attorney's fees and costs; (vi) payment of license fees, costs, interest and taxes; (vii) limitations of liability; and (viii) indemnity shall survive termination of this License Agreement, as well as any obligations to pay accrued fees or to reimburse costs or expenses to Company.

4.04 Other bases for termination

Subject to Section 10.02 ("Default"), Company has the right to terminate this Agreement by giving written notice of termination to Licensee, in the event that Licensee (i) fails timely to pay Company any sums due hereunder when due, (ii) fails to observe any of Licensee's obligations hereunder with respect to proprietary information or confidentiality, (iii) fails to perform or observe any other material term or obligation set forth in this Agreement, or (iv) fails to strictly comply with all terms in Section 2 ("License") or Section

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6 ("Confidentiality, Nondisclosure, Security").

4.05 Company's right to terminate for infringement claims

Company reserves the right immediately to terminate this License Agreement if any claims for copyright or patent infringement, or infringement or misappropriation of any intellectual property rights, or for unfair competition or trade practices or other misuse, relating to the Software Programs or related materials, or any parts thereof, are asserted against Company, any relevant Company licensor, or Licensee or any of Licensee's employees, officers, agents, representatives, or contractors. Such determination shall be in the sole discretion of Company. Termination on this basis shall be effective on notice in writing to Licensee by Company, stating the reason for such termination. This Section 4.05 is not subject to the notice and cure provisions of Section 10.02 ("Default"). Termination on this basis shall impose no penalty or cost on Company, shall release both Company and Licensee of further obligations of performance under this Agreement except as provided in Section 4.03 (Obligations Survive), and shall not constitute breach of this Agreement by Company.

4.06 Termination cumulative with other rights

The right of termination under this Section 4.0 shall be in addition to any other right or remedy Company may have at law or in equity.

4.07 Termination is Licensee's sole remedy

Licensee's termination of this License Agreement shall be the sole remedy for Licensee for any claim of breach of this License Agreement by Company asserted by Licensee, except as may be expressly provided elsewhere in this Agreement: provided, that Licensee shall first give Company written notice of such alleged breach, with sufficient particularity that Company may reasonably ascertain the nature of the default alleged, and Company shall have at least ten (10) business days to cure such alleged default, or such other longer time as is commercially reasonable or otherwise is specified elsewhere in this Agreement.

5.0 PAYMENTS

5.01 Payment due upon invoice

All sums due hereunder shall be payable upon receipt by Licensee of a Company invoice. Timely payment in full of fees and other costs when due is a material obligation of Licensee. Payments are due within thirty (30) days of the date of a Company invoice unless otherwise expressly provided in **Exhibit 1** ("Departments, Software Programs, and Users"). Payments are deemed made when received by Company. The terms of the Texas Prompt Payment Act shall apply to all invoices submitted.

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5.02 No right to withhold or offset

Licensee shall make all payments when due and shall not be entitled to withhold any payments or portions thereof in the event of a dispute between Company and Licensee. Except as specifically provided in this Agreement, Licensee's obligation to make timely payments required under this Agreement is absolute and unconditional in all events and is not subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever including, without limitation, any failure of or alleged deficiencies in the Software Programs or related materials, or any defects, malfunctions, misfunctions, breakdowns or other infirmities of any kind in the Software Programs or related materials ("Program Nonperformance"), or relating to the Software Programs or related materials any defects, malfunctions, misfunctions, breakdowns or other infirmities of any kind in the Software Programs or related materials, or relating to the Software Programs or related materials; or any impairment of functionality of, or access to the Software Programs or Licensee's data caused in whole or part by the action of third parties, including but not limited to viruses, worms, Trojan horses, or other harmful components or agents, or other malware of any kind; or denial of service attacks or similar hacker attacks or other interferences of any kind by third parties. Licensee's sole remedy is to seek refund of fees paid for the period for which Licensee asserts Program Nonperformance.

5.03 Manner and mode of payment

All payments due hereunder shall be made in U.S. Dollars, and all payments shall be made to Company at its address stated herein, or at such other address as Company specifies in writing from time to time. Payment may be made by check drawn on a Licensee account, certified check, postal money order, or by wire transfer to an account of Company's designation.

5.04 Taxes

In addition to the fees or other amounts due and payable under this Agreement, Licensee is responsible for and shall fully pay any and all local, state or federal sales, use, excise, privilege taxes, or other taxes and duties, tariffs, assessments or levies of any kind, however designated, assessed or levied, resulting from or related to this License Agreement or any activities conducted hereunder, including attorney fees, and any interest, fines or penalties associated with or assessed for non-payment or late payment thereof (all collectively, "Taxes"). If such taxes are payable by or levied on Company, Licensee shall promptly pay such Taxes in full upon notice by Company or promptly reimburse Company in full for any such Taxes Company has paid, upon receipt of an invoice therefor; provided, however, that Licensee shall have no obligation to pay any taxes based on Company's net income or gross receipts.

If Licensee is tax exempt, a copy of the tax-exempt certificate must be provided to Company by Licensee.

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6.0 CONFIDENTIALITY, NONDISCLOSURE, SECURITY

6.01 Duty of nondisclosure

Licensee must ensure that the Software Programs and related materials, or any portions thereof, whether written or recorded or stored on magnetic tape, disk, or electronic or magnetic memory, or in any other form or on any other media, are not disclosed or otherwise made available by Licensee or by any of its elected officials, employees, officers, agents, representatives or contractors, to any entities, organizations or individuals not authorized by this Agreement to use, possess, view, review, or otherwise access the Software Programs or related materials. This is a material provision of this Agreement.

6.02 Proprietary, trade secret character of Software Programs

Licensee hereby expressly recognizes the proprietary and trade secret nature of the Software Programs and related materials, and expressly agrees as follows:

- (a) To use the Software Programs and related materials solely at the place(s) of installation and Access Points specified in this Agreement, and solely for the lawful business of Licensee.
- (b) To ensure that specific Department Software Programs and related materials are used solely by the Department(s) expressly authorized to use them, and that no more than the authorized number of Department Users use or have access to the relevant Department Program(s) and, as applicable, that no more than the authorized Concurrent User Number of Users accesses or uses the Department Program(s) at any given time;
- (c) To make no unauthorized copies of the Software Programs or related materials, or any component or portion thereof, by any means for any purpose whatsoever (except as is required for reasonable archival or security storage purposes), without prior written consent of Company;
- (d) To make no unauthorized dissemination of the Software Programs and related materials or any parts thereof;
- (e) To instruct Licensee's elected officials employees, officers, agents or representatives, or any others, having access to the Software Programs or related materials that they may not copy or disseminate the Software Programs or related materials, in part or in whole, to unauthorized persons or entities, including to unauthorized Licensee Departments and personnel; that they may not provide access to the Software Programs or related materials to any unauthorized person or entity, including to unauthorized Licensee Departments and personnel; and to require compliance with these instructions as a condition of employment;

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- (f) To effect security measures, including adoption of a written policy of confidentiality, adequate to safeguard the Software Programs and related materials from unauthorized use or access by persons other than Licensee's employees authorized to use the Software Programs for Licensee's own requirements; and
- (g) To reproduce Company's copyright, trademark, patent notices, or other marks, and any other embedded proprietary or confidentiality notices or marks, on all materials related to or part of the Software Programs and related materials on which Company displays, or in which are embedded or written, such notices or marks, including on any copies made pursuant to this Agreement.

6.03 No unauthorized copying, modification, dissemination

Licensee shall not copy, reproduce, reverse assemble, reverse compile, compare, modify, merge, transfer, or distribute the Software Programs or related materials, or allow any other person to do so in any way or manner, without the prior written authorization of Company.

6.04 Public Records Law

(a) Licensee and its Departments shall immediately inform Company in writing (which may include transmission by facsimile or electronic mail) of any request under a Public Records Law for inspection or copying of any of the Software Programs or related materials, in whole or part. Licensee must take all reasonable steps under the Public Records Act to preserve the right of Company to participate in any process permitted under the applicable Public Records Law for the Company to urge that some or all the requested Company materials or information should not be disclosed; and Licensee must not voluntarily disclose the requested information until compelled by that Law or a lawful order to do so.

(b) In the event that disclosure is ultimately required by a lawful order by a person or tribunal with applicable authority and jurisdiction, Licensee shall provide, along with the required access to or any copies of such disclosed materials, a written notice to the recipient that the materials are owned by Company, or by a third party and licensed from Company, and are protected by the federal Copyright Act and other laws; that recipient is not by virtue of disclosure under the Public Records Law thereby authorized to use, copy, or disseminate the Program or related materials, or develop or use derivative works, without the express written consent of Company; and that any unauthorized use, copying, dissemination or development or use of derivative works may constitute a violation of federal copyright or other laws, and could subject the recipient to civil or criminal penalties.

(c) These are material obligations of Licensee, and any failure of Licensee to comply, for whatever reason, is grounds for immediate termination by Company of this License Agreement. Termination under this Section 6.04 is not subject to the provisions of Section 10.02 ("Default") regarding notice and opportunity to cure.

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6.05 Compliance with Privacy Laws including HIPAA

Licensee is responsible that its networks, databases and other records; its workstations or other computers or equipment of any kind used by Licensee staff or others to access, send, receive, print, write or record, manipulate, store, backup, restore, or otherwise use (collectively hereinafter "Access") individually identifiable personal information ("IPI"), or other protected private information no matter how denoted (e.g., personally identifiable information ("PII"), protected personal information ("PPI"), protected healthcare information records ("PHIR"), protected healthcare information ("PHI"), individually identifiable healthcare information ("IHI"), etc.); its security and security procedures and controls, and Access and authorization procedures and controls; and any other relevant Licensee functions or procedures concerning such data or Access thereto, are compliant with applicable federal, state and local law, regulatory rules and guidelines regarding the handling, confidentiality or privacy of such information, as those laws and regulations may be amended from time to time including any successor laws or regulations ("Privacy Laws"). This scope of this provision includes, but is not limited to, Licensee compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and all applicable regulatory rules or guidelines implementing HIPAA ("HIPAA Regulations") (both collectively "HIPAA" unless otherwise stated), as the statute or such regulatory rules or guidelines may be amended from time to time, and including any successor statutes or regulatory rules or guidelines, regarding Licensee's handling of protected health information ("PHI", also sometimes referred to as individually identifiable health information ("IHI")).

Company is providing the Software Programs on an "as is" basis with respect to the handling of such confidential Licensee data. If additional equipment, software or other programming beyond the Software Programs' "as is" status, or procedures are required so that the data processing services provided by Company hereunder for Licensee may achieve compliance with Privacy Laws, considering Licensee's network, operating systems, and equipment, and their configuration, deployment and other characteristics, Licensee's program, applications and data access practices and procedures, staffing, access, and other security rules and procedures, or other relevant factors, comply with applicable Privacy Laws, Licensee shall be responsible for the costs of achieving compliance by Company, on a time and materials basis at Company' then-prevailing rates, and costs and expenses of any associated Company travel, including reasonable per diem expenses.

Company compliance with written requests by Licensee for reports of any type covered by HIPAA or other Privacy Laws, including their implementing rules and regulations, whether through a Public Records Law or otherwise, shall be considered a Special Service and costs of compliance by Company will be charged to the County on a time and materials basis at Company' then-prevailing rates,

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6.06 CONSENT TO INJUNCTION AND WAIVER OF LEGAL RIGHTS.

Licensee acknowledges that Company has gone to considerable time and expense to develop the Software Programs and related materials and that Company would suffer significant and irreparable harm and damage by unauthorized copying, reproduction or use of the Software Programs or related materials. Licensee further acknowledges that such unauthorized actions may and likely would cause significant commercial damages that would be difficult to quantify. Therefore, Licensee agrees that, in addition to any other legal or equitable remedy available, Company shall be entitled to equitable relief including but not limited to temporary restraining orders, and temporary and permanent injunctions, to protect the integrity of Company's intellectual property and other proprietary or confidential information and trade secrets, and to prevent disclosure (or continuing disclosure) thereof. Licensee also hereby expressly waives any right to require that Company provide proof of actual or impending actual damage as a prerequisite to Company obtaining equitable relief; and expressly waives any requirement that Company post any bond or other security as a prerequisite to obtaining or enforcing such relief.

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**7.0 LIMITED LIABILITY; DISCLAIMER OF
WARRANTIES; FORCE MAJEURE; INDEMNITY**

7.01 LIMITATION OF LIABILITY

COMPANY'S LIABILITY FOR DAMAGES TO LICENSEE FOR ANY CAUSE WHATSOEVER RELATED TO THIS AGREEMENT OR ANY ACTIVITIES ARISING IN OR RELATED TO ITS PERFORMANCE, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT INCLUDING NEGLIGENCE, SHALL BE STRICTLY AND UNCONDITIONALLY LIMITED TO, AND NOT TO EXCEED, THE FEES, COSTS, AND EXPENSES PAID OR REIMBURSED TO COMPANY BY LICENSEE UNDER THIS AGREEMENT. IN NO EVENT WILL COMPANY BE LIABLE TO LICENSEE FOR ANY LOST PROFITS OR REVENUES, LOST SAVINGS, OR OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION HEREBY, FOR LOSS OR INTERRUPTION OF USE, LOSS OF DATA, INTERRUPTION OF BUSINESS ACTIVITIES, OR FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS ANTICIPATED BASED ON USE OF THE PROGRAM(S), OR FOR PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF COMPANY HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM ASSERTED AGAINST OR BY ANY OTHER PARTY, IN CONNECTION WITH THE DELIVERY, INSTALLATION, ACCESS TO, TESTING, USE, PERFORMANCE OR NONPERFORMANCE OF THE SOFTWARE PROGRAMS OR RELATED MATERIALS, OR THE ACT OR FAILURE TO ACT OF COMPANY, OR OTHERWISE ARISING OUT OF, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT. THIS LIMITATION OF LIABILITY WILL NOT APPLY TO CLAIMS BY THIRD PARTIES AGAINST COMPANY, OR AGAINST LICENSEE FOR USE OF THE SOFTWARE PROGRAMS AS PERMITTED BY THIS AGREEMENT, FOR INTELLECTUAL PROPERTY INFRINGEMENT, NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY.

7.02 LIMITED WARRANTY

COMPANY PROVIDES THE SOFTWARE PROGRAMS, IMPROVEMENTS AND RELATED MATERIALS TO LICENSEE WITH ONLY A LIMITED WARRANTY, NAMELY, THAT THE SOFTWARE PROGRAMS WILL HAVE THE FUNCTIONALITY DESCRIBED IN THIS AGREEMENT. BEYOND THAT LIMITED WARRANTY, TO THE EXTENT PERMITTED BY APPLICABLE LAW, COMPANY MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE SOFTWARE PROGRAMS, THEIR MERCHANTABILITY, OR THEIR FITNESS FOR USE FOR ANY PARTICULAR PURPOSE, AND EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES. COMPANY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE PROGRAMS OR IMPROVEMENTS WILL MEET LICENSEE'S REQUIREMENTS OR THAT THE

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OPERATION OF THE SOFTWARE PROGRAMS OR IMPROVEMENTS WILL ALWAYS BE ACCURATE, UNINTERRUPTED, OR ERROR FREE. NO ADVICE OR REPRESENTATIONS BY COMPANY OR COMPANY PERSONNEL SHALL CREATE ANY SUCH WARRANTY. COMPANY DOES NOT MAKE ANY WARRANTY THAT ANY INFORMATION, DATA, SOFTWARE, OR EQUIPMENT USED TO RUN OR ACCESS THE SOFTWARE PROGRAMS OR IMPROVEMENTS, OR THE DATA THEY USE OR GENERATE, OR THE REPORTS THEY GENERATE, WILL BE AT ALL TIMES FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER HARMFUL COMPONENTS. LICENSEE IS SOLELY RESPONSIBLE FOR THE ACCURACY OF ANY AND ALL DATA, AND COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT SUCH DATA OR ANY CALCULATIONS OR REPORTS THAT DEPEND ON OR UTILIZE SUCH DATA. PROVIDED HOWEVER, THAT COMPANY WILL USE ITS BEST EFFORTS TO EVALUATE ANY ISSUES WITH THE SOFTWARE PROGRAMS BROUGHT TO ITS ATTENTION BY LICENSEE AND MAKE RECOMMENDATIONS TO LICENSEE WITH RESPECT TO THE RESOLUTION OF SUCH ISSUES.

If a Program does not provide the described functionality, Company will use commercially reasonable efforts to cure the deficiency. If Company is unable to do so, or to provide a replacement module or a satisfactory work-around, Licensee may request a refund of a portion of fees it has paid for the use of that Program module (or submodule, as applicable) corresponding to the period for which Licensee's business has been adversely affected by the defect; any such refund will be based on the relative proportion the defective module (or submodule) bears to the whole of the module or Program, as the case may be, for which the fee is attributed, as measured by comparing the number of lines of code of the applicable module or subroutine that are added, deleted, or changed to remedy the defect, to the total number of lines of code in the applicable module or subroutine before correction to remedy the defect.

7.03 Infringement Indemnification

(a) Company agrees to indemnify and to hold harmless Licensee from any damages finally awarded as a result of any third party claim of infringement of intellectual property asserted against Licensee by reason of Licensee's use of the Software Programs or related materials as delivered by Company or used by Licensee, where such use by Licensee has complied strictly with the terms and conditions of this Agreement regarding use, dissemination, and copying of the Software Programs and related materials, access to them, and protection and handling of them, and does not result from the development or use of any derivative work developed by or for County by other than Company or Company-designated contractors.

(b) Licensee's obligation to indemnify and hold harmless will apply provided that Company is promptly given notice in writing by Licensee of any such claim and that Company has the right to elect to defend and settle, at its expense, any such claims; and further provided, that Licensee fully cooperates with Company in connection with any

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defense by Company of such claims or attempt to settle such claims.

(c) Failure of Licensee to provide such notice or assistance shall be a material breach of this Agreement, for which Company shall have the right immediately to terminate this Agreement.

(d) Company not obligated to defend such claims but may do so at its election. Licensee may elect to participate in any formal proceedings regarding such claims but shall bear its own costs of such participation and its costs to assist Company.

(e) Company will have the sole right to determine the defenses of such claims concerning its intellectual property, and the sole right to determine whether to accept any settlement offer or other offer of compromises of such claims.

(f) This obligation of Company to indemnify Licensee will not apply if the claim of infringement is based in whole or material part on: Licensee's use of a the Program(s) with devices or products not provided or approved by Company; use by a person or entity not authorized under this Agreement to use or access the Program(s); the event giving rise to the claim of infringement is based on use of a version of a Program modified without the consent of Company; Licensee's use constitutes willful infringement, including but not limited to Licensee's continued use of a Program after it has been notified or otherwise being aware there is or is likely to be a claim of infringement concerning that Program or its use by Licensee; Licensee's use of the Program after termination of this Agreement; Licensee uses or applies the Program in ways or for purposes for which it was not designed or for which its use was not contemplated by Company, and Licensee's use or application as intended would not have given rise to the third-party claim; the alleged infringing use was by persons or entities other than as expressly authorized under this Agreement; for onsite installations, Licensee was using a previous version of Company Program(s) and the third-party claim would have been avoided had Licensee been using a more recent version; or, for onsite installations, Licensee has combined use of a Program with devices or products not provided or approved by Company and the claim would have been avoided but for such combined use.

(g) Company shall have no obligation to indemnify Licensee and hold it harmless as to any damages, costs, or expenses (including attorneys' fees) that are based in whole or part on actions by Licensee that do not strictly comply with the terms and conditions of this Agreement.

(h) To the extent permitted by law, Licensee shall indemnify and hold Company harmless from any damages finally awarded as a result of any third party claim of infringement of intellectual property asserted against Company by reason of Licensee's use or misuse of the Software Programs or related materials, where such use by Licensee has not complied strictly with the terms and conditions of this Agreement.

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7.04 Force Majeure

Company shall not be responsible for performance hereunder, and its obligation to perform hereunder shall be suspended, for the duration of any events of force majeure, including but not limited to: Acts of God, including fire, explosion, storm and other weather events, earthquakes, floods or other natural catastrophes; cable or power outages, cable cuts or other loss of necessary Internet or other connectivity, including failure of networks; failure or loss of any third party supplies, or termination or rescission of any third party licenses necessary for the provision of the Services; terrorism, vandalism, sabotage, theft of components, hacking or other interference with software or operating system or network operations, including worms, viruses, Trojan horses or other malware or harmful agents, denial of service attacks, ransomware attacks, or interference with, alteration, or destruction of Licensee data; any action, law, order, regulation, directive, or request of the United States government or of any state or local government, or of any agency, commission, court, regulatory body, or other instrumentality of such government, or of any civil or military authority, which requires cessation, directly or indirectly, of such performance or any part thereof; war, national emergency or civil insurrection, riot or other civil disorder; strike, work stoppage or lockout; failure of Licensee systems, processes, equipment, facilities, funding, or personnel with the result that Company's performance hereunder is adversely affected in whole or part; or any other event outside the control of Company or its reasonable ability to have avoided or prevented; and such excuse by reason of force majeure shall last until Company by the exercise of reasonable diligence might remove, avoid, or otherwise cure such impediment if it is within Company's ability to cure.

8.0 NECESSITY OF FUNDING APPROPRIATION

8.01 Term subject to appropriation

Except as provided in this Agreement for earlier termination, this Agreement will continue in force for its stated Initial Term and any Renewal Term as set forth in Section 4.01 ("Term"), subject to the following limitation: The term of this Agreement is subject to annual appropriation by the Licensee in its budget of sufficient funds to make the payments called for herein for the coming contract year, and failure of such appropriation will permit Licensee to terminate this Agreement at the end of the then-current Term or Licensee fiscal year, as applicable; provided, that the required notice of termination is timely given to Company; but provided further, however, that this "funding-out termination" provision shall not be available if Licensee appropriates monies for a substitute or replacement service from a third party that is, in whole or material part, like or similar to the Services provided by Company hereunder, but excludes such appropriation from funding this Agreement or otherwise conditions the use of such appropriation to exclude in whole or part application of such appropriation to this Agreement or to Company.

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8.02 Termination for non-appropriation

In the event funds for this Agreement are or become unavailable due to non-appropriation, this Agreement will terminate without penalty to or further obligation hereunder of either Party as of the last date for which funds have been appropriated; provided, that Licensee will remain responsible for costs and fees accrued hereunder for periods prior to such termination for non-appropriation.

8.03 Licensee certification of funding; Licensee notice of non-appropriation

(a) By executing this Agreement, Licensee certifies that it has available funds for payment of all fees stated in this Agreement during the initial fiscal year of the Licensee in the Term of this Agreement.

(b) Upon request by Company, Licensee must certify to Company at least thirty (30) days in advance of the beginning of any Renewal Term that Licensee has appropriated and available sufficient funds for payment of all fees called for by this Agreement during the initial Licensee fiscal year of the Renewal Term.

(c) Upon request by Company, Licensee must certify to Company at least thirty (30) days in advance of the beginning of a new Licensee fiscal year during the Initial Term or a Renewal Terms that Licensee has appropriated and available sufficient funds to pay all fees stated in this Agreement during that new fiscal year.

(d) Failure of Licensee timely to give such notices or certifications upon request by Company is a basis for Company to consider that the Agreement will terminate as of the end of the current Licensee fiscal year or then-current Term, as applicable, and to begin any pre-termination winding up procedures or tasks. If, having failed timely to give a required or requested notice of non-renewal or of termination, or failing timely to request renewal, as the case may be, Licensee later provides such notice and wishes the Agreement to continue for the applicable Term or fiscal year, as the case may be, and if Company has begun any pre-termination winding up preparations, the Agreement may continue if Licensee agrees in writing that it will reimburse Company for the costs and expenses incurred by Company for such pre-termination preparation, and any costs and expenses that will be incurred by Licensee to reverse such preparations and permit Services to continue uninterrupted, at Company's then-current rates for time and materials, including any associated travel, and, further, certifies in writing that there are current Licensee funds appropriated and available to reimburse Licensee.

(e) Licensee must notify Company in writing at least ninety (90) days prior to the end of any current Licensee fiscal year if Licensee does not intend to make such appropriation for its next-occurring fiscal year.

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9.0 REPRESENTATIONS

9.01 Status of Licensee; authority to make agreement; compliance with state law

Licensee represents, covenants, and warrants to Company that Licensee is a County of the State of Texas; and that as a County of the State it is a public and local governmental body of the State, corporate and politic, and is authorized by the Constitution and other laws of the State to enter the transactions contemplated by this Agreement and to carry out its obligation hereunder. Licensee further represents, covenants, and warrants that it has complied with all procedures required by local or state law so that this License Agreement is enforceable under the laws of the State, including that Licensee has complied with all applicable bidding or other procurement requirements or that this Agreement is within the scope of appropriate exceptions to the competitive or other procurement requirements applicable to Licensee.

9.02 Disclaimer of reliance on other understandings or practices

Each Party represents and warrants to the other Party that, in entering into and performing its obligations under this Agreement, it does not and will not rely on any promise, inducement, or representation allegedly made by or on behalf of the other Party with respect to the subject matter hereof, nor on any prior or current course of dealing or of performance between the Parties concerning or related to other agreements or undertakings, nor on any custom and usage in the trade, except as such promise, inducement, representation, or custom or usage may be expressly set forth herein.

10.0 REMEDIES

10.1 Equitable Relief

Licensee agrees that because of the unique nature of the Software Programs and related materials, irreparable harm will be caused by a breach by Licensee of its obligations of confidentiality and protection of Company's intellectual property under this Agreement, that monetary damages will be inadequate to compensate Company for such harm, and that injunctive relief is an appropriate remedy to enforce the provisions of the Agreement, including but not limited to as provided in Section 6.06 ("Consent to Injunction").

10.2 Default

Without limitation hereby, the following shall constitute a default by Licensee ("Default"):

- (a) Failure timely to pay when due any payment under this License Agreement or timely to perform any Licensee obligation thereunder;
- (b) Failure by Licensee to comply with or perform any provision of this License Agreement;

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- (c) False or misleading representations or warranties as to Licensee's status and the current or next-occurring fiscal year's appropriations of funds for this Agreement made or given by Licensee; or
- (d) Any reduction in the value of the Software Programs and related materials caused by any act of Licensee in violation of its obligations under this Agreement, or that materially diminishes the prospect of full performance or satisfaction of Licensee's obligations herein.

Except as otherwise specified elsewhere in this Agreement, Company has the right immediately to terminate this License Agreement upon the occurrence of any event of Default as specified above; and upon Licensee's failure to remedy such Default within a period of thirty (30) days after notice of such Default by Company to Licensee, Company shall have the right to pursue any one or more of the following remedies without any further demand or notice to Licensee:

- (i) Terminate this Agreement, and enter the premises of Licensee and take possession of any copies of Software Programs and related materials in the possession of Licensee, and/or destroy or cause to be destroyed all copies thereof on such premises or other Licensee computers or other equipment, no matter where located;
- (ii) Take whatever action at law or in equity Company in its sole judgment may consider to be necessary or desirable to collect the payments then due from Licensee, and/or to enforce performance and observance for any obligation, agreement or covenant of Licensee under this Agreement and to recover Company's reasonable attorneys' fees and costs associated therewith; and
- (iii) Seek any other relief to which Company may be entitled at law or in equity.

11.0 MISCELLANEOUS

11.01 Assignment

None of Licensee's rights regarding the Software Programs and related materials may be assigned, sublicensed, or transferred voluntarily, by operation of law or otherwise, without Company's prior written consent and the execution of a new Agreement. If Company agrees to such assignment, sublicense, or transfer, unless otherwise agreed in writing by Company, Licensee will remain fully responsible for all Licensee obligations hereunder.

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11.02 Notices

Any notice required to be given hereunder shall be in writing, and shall be deemed delivered (i) three (3) business days after deposit in the U.S. Mail, postage prepaid, sent by registered mail; (ii) one (1) business day after being sent for overnight delivery by a reputable commercial courier capable of tracking shipment and delivery; or (iii) upon hand delivery or receipt of facsimile transmission, to the address or facsimile number designated in this Agreement and to the attention of the person named herein as designated for receipt of notice by the receiving Party, or to such other address, facsimile number or person as the receiving Party may designate in writing to the sending Party from time to time.

If to Company:

Indigent Healthcare Solutions
2040 N. Loop 336 W. Suite 304
Conroe, TX 77304

If to Licensee:

Colorado County Judge
400 Spring Street – Room 107
Columbus, TX 78934

11.03 Severability

In the event that any provision of this Agreement is determined by a court or other tribunal with appropriate authority and jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the maximum extent permitted by applicable law, to the extent such enforcement still gives effect to the meaning and intent of the Parties as inferred from all the terms of this Agreement.

11.04 Entire agreement; modification

This Agreement is the entire agreement between the Parties concerning the licensing and use of the Software Programs and related materials, and supersedes all oral or written proposals or understandings concerning such licensing. This Agreement may be modified only by a writing duly executed by both Parties. Should Licensee issue a purchase order or any similar document for its own internal purposes, any conflict between the terms and conditions of the purchase order for other document and this Agreement shall be controlled by this Agreement. No purchase order or other document of Licensee or any Licensee Department unilaterally issued or presented without the written agreement of Company to all its terms and conditions shall have the effect of creating a conflict with or a variance of the terms of this Agreement, or of augmenting, modifying, limiting, expanding, or qualifying the terms of this Agreement.

11.05 Actions

In the event of litigation or other dispute proceedings arising under, concerning, or related to this Agreement, each party will bear its own costs and expenses, including attorneys' fees, regardless of the outcome.

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11.06 Governing law

This Agreement shall be governed by and enforced in accordance with the laws of the State of Texas, [without giving effect to its choices of law principles,] and federal law, as applicable.

11.07 Confidentiality

Each Party shall keep strictly confidential the terms of this Agreement and the proprietary or other confidential information of the other Party that may be acquired or provided during performance of this Agreement, to the full extent permitted by applicable law. Each Party shall promptly notify the other in writing of any discovered or required compromise of such confidentiality. Licensee shall use utmost care to ensure that no unauthorized copies of or access to software and other intellectual property provided by Company is accessed, obtained, copied, provided to, or inspected by persons or entities not authorized by this Agreement.

11.08 No waiver of rights

No term or provision of this Agreement shall be deemed to be waived and no consent to any breach or default shall be deemed unless such waiver or consent is in writing signed by the Party against which such waiver or consent is asserted; the terms of this Agreement shall not be deemed to be amended by any such waiver or consent unless in a writing expressly stating such amendment; and any waiver by either Party, whether express or implied, shall not imply a consent or waiver of any term or provision on any other occasion, or any consent to any different breach or default or future or past similar breach or default.

11.09 Responsibility for cyber attacks

(a) Company shall have no liability to Licensee for any kind or form of cyber damage caused by third parties to Licensee's data, systems, networks, property, or other facilities, including from, without limitation hereby, Cyberattacks

(i) that are directed against Licensee's facilities (including equipment, networks, software, operating systems, security methods or mechanisms, or other instrumentalities);

(ii) where the attack has gained access to Licensee's facilities as a result of acts or omissions of Licensee or its Users; or

(iii) against Company facilities which have been enabled or permitted in whole or substantial part by acts of omissions of Licensee or its Users and the resulting malware or other harmful agent or action also migrates to or affects Company's systems or facilities.

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(iv) Such acts or omissions of Licensee or its Users may include, without limitation hereby: (A) where Licensee employee, agent, guest, or other person using Licensee equipment clicks on a link, or opens an email or other document, or imports documents or data from a thumb drive or other source, including third party sources, that introduces a virus or other malicious agent that in turn infects Licensee systems and/or data, and/or migrates to Company's systems; or (B) where a third-party gains unauthorized access to Licensee's systems by other means, such as but not limited to hacking into Licensee equipment, by accessing Licensee equipment that has inadequate security, or by otherwise penetrating Licensee's security systems.

Licensee will be responsible for payment of any costs to cure or correct the effects of such events, including, without limitation hereby, costs of experts including for forensics, and payments made in response to demands for cyber ransom or other payments to malicious third-party actors.

(b) Upon request in writing by Licensee, Company will assist Licensee to remedy or work around any adverse effects of the Cyberattack on Licensee's ability to conduct business. Such assistance by Company will be a Special Service, the costs and expenses of which will be borne by Licensee, including not only for Company's time, costs and expenses, but also for the costs and expenses of any third parties from which Company obtains assistance to address the attack, and for any ransom or other amounts Company may pay on Licensee's behalf. If the attack creates any kind of operational or other emergency, unless the requirement of Company's giving of an estimate for the Special Service is waived in writing by Licensee (email will suffice), Company will follow the Special Services estimate-and-approval procedure (see Section 11.10 ("Special Services")), notwithstanding any need for immediate responsive diagnosis and action to cure or work around the Cyberattack effects. If Licensee opts to permit Company to begin diagnosis, including forensics if needed, and to address the problem before the estimate-and-approval procedure is completed, Company will present an estimate as soon as practical, for discussion and approval or rejection in whole or part by Licensee; but Licensee agrees that its waiver or postponement of the estimate-and-approval procedure will not relieve Licensee of its obligation to pay Company its costs and expenses reasonably incurred prior to conduct and conclusion of the estimate-and-approval procedure.

(c) Company will work at Company's cost to remedy or work around any effects of any Cyberattack directed against Company's systems, networks, property, or other facilities that adversely affect the provision of Services to Licensee, and to ensure continuation or restoration of services as soon as possible. Licensee will provide full assistance to Company in this effort.

(d) For the purposes of this section 11.09, "Licensee" includes Licensee and Licensee's elected officials, officers, employees, agents, representatives, and contractors.

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(e) Without limitation hereby, "Cyberattacks" include, but not limited to: denial of service attacks, theft or corruption of data, operation of ransom ware or other data denials, hacking, operation of malware or other harmful agents, and any other electronic interference with equipment, databases, software, operating systems, networks, or other facilities, adversely affecting or with the potential to adversely affect Licensee's data or normal Service under this Agreement, caused in whole or part by third parties.

(f) Although scope of coverages available are limited, insurance is available commercially, including from the Texas Association of Counties, that can provide some protection against adverse effects of Cyberattacks and other harmful events. Licensee is encouraged to obtain and maintain cyber insurance coverage to protect its systems, data, and facilities from harmful third-party actions.

11.10 Special Services

(a) Licensee may from time-to-time request that Company provide Special Services, which are services outside the stated scope of the Agreement but which are related thereto. All requests for Special Services must be made in writing. Special Services include, but are not limited to, special data entry services, including program and test data keypunching, and other data entry; computer runs; industrial or system engineering services; data modeling; or other handling of data to be maintained or utilized by Company under this Agreement, whether such data is provided to Company by Licensee, or on Licensee's behalf by a previous or other third party provider; training by Company after Licensee's go-live date or otherwise in excess of that provided for as part of the relevant license fee(s); unusual or special maintenance tasks, other than as necessary to provide and maintain the functionality and performance of the Program(s); and any other services not explicitly described in this Agreement as included with the stated Program fees.

(b) For custom programming (i.e., any programming not identified in **Exhibit 1**) or any other Special Service requested by Licensee that Company agrees to provide, Company will give Licensee a written estimate of the time and materials, and any other anticipated costs and expenses (such as travel), likely to be required to accomplish the Special Service, based on Company's then-current prevailing rates for work and materials. If Licensee provides a written authorization to proceed with the Special Service, including a certification that adequate current fiscal year funds are available to pay for the Special Service, Company will perform the Special Service. Company will have no obligation to provide, or to begin to provide, any Special Services until such authorization and certification are provided.

(c) Requests for work by Company or products outside the stated functionality of the Software Programs or services to be provided hereunder by Company (e.g., responding to requests by regulatory or administrative agencies for data or reports not capable of generation by Licensee using the existing functionality of the Software Programs, or for litigation or other purposes; or responding to open records requests) will constitute a Special Service. Such requests from such third parties must be directed to Licensee, not the

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Company, which will not respond directly to the third party. Upon written agreement by Licensee that it will compensate Company for the Special Service required to assist Licensee to respond, and will reimburse Company for incurred costs and expenses, and certification that funds exist to pay Company's compensation, costs, and expenses, Company will undertake the Special Service; provided, further, that if the response is to be provided in a short period of time, Company's compensation may include a component reflecting that Company personnel will be required to work more than their ordinary number of hours per day, or to work on weekends or holidays, and be compensated accordingly.

11.11 Mediation

Before either Party may seek judicial relief regarding any claim or dispute arising under, related to, or concerning this Agreement, except for Company's seeking equitable relief for Licensee's breach (or alleged breach) of its obligations regarding confidentiality and security of the Software Programs and related materials, the Parties agree to engage in non-binding mediation in a place and with a mediator acceptable to both Parties; provided, that if the Parties cannot agree on location or mediator, they agree to use the Dispute Resolution Center in Austin, Texas, to provide mediation services. The Parties will share equally the costs and expenses of mediation, except that each Party will bear its own costs of participation and any legal or other representation.

11.12 No arbitration

Neither Party may be compelled to arbitrate any claim or dispute arising under, related to, or concerning this Agreement without its express written consent.

11.13 Headings and Captions

Descriptive headings and captions are for convenience only and shall not affect the construction or application of this Agreement. Words having established technical or trade meanings shall be so construed. Words of any gender are deemed to include any other genders; and use of the singular or plural shall include the other, unless otherwise required or apparent by context. This Agreement shall be construed according to fair meaning and not for or against either Party.

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11.14 Designation of materiality not exclusive

Some provisions of this Agreement bear the explicit designation of being material obligations. Materiality of a provision in this Agreement is not exclusive to such explicitly designated provisions; those designations are made to ensure Licensee is aware that the obligation of Licensee so designated is considered a material obligation under the Agreement.

11.15 Tex. Gov't Code Ch. 2270 verification

Company's execution of this Agreement includes written verification that Company does not boycott Israel and will not during the term of this Agreement.

[End of main body of document.]

APPROVALS AND EXECUTION OF AGREEMENT

Each person signing below represents that he or she has read this License Agreement in its entirety; understands its terms; is duly authorized to execute this License Agreement on behalf of the Party indicated below by his or her name; and agrees on behalf of such Party that such Party will be bound by those terms.

Executed the dates written below, to be effective as of _____, 2022 (the "Effective Date").

Financial Intelligence

Colorado County, Texas

By: _____

By: _____

Robert Baird

Hon. Ty Prause

Title: President

Title: County Judge

Date _____, 2022

Date _____, 2022

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**Exhibit 1 – Departments, Software Programs, and Users
To Non-Exclusive License Agreement Between Colorado County, Texas
And
Financial Intelligence**

The Licensee Departments identified in this Exhibit 1 are authorized to use the specific Department Program(s) stated below. The number of authorized Users and the Concurrent User Number for each such Department and each Program authorized for that Department are specified in this Exhibit. Licensee will assign to each authorized User a unique User identification and unique password, each of which Licensee must report in writing to Company. No more than the authorized Concurrent User Number of Users may access and use the applicable authorized Program at any given time. Monthly fees are not based on the number of authorized Users, but on the authorized Concurrent User Number. The Concurrent User Number may be increased on request of Licensee with the consent of Company, with an approved Addendum to this Exhibit 1 signed by both Parties. Each additional authorized Concurrent User will result in an increased license fee as specified below, per additional authorized Concurrent User, per month. The License fee includes all new releases and versions of the specified Program. Company connections are protected by certified RSA 2048-bit (SHA 256 with RSA) encryption.

Applications Software – Departments

1. County Auditor & Treasurer

<u>Program</u>	<u>Monthly License Fee</u>	<u>Concurrent User Number</u>
Financial Software	\$950.00	1
Additional Concurrent Users	\$450.00	3
Document Scanning	\$175.00	3
Total Monthly Fee	\$2,825.00	

Fees

Unless otherwise expressly provided in this Exhibit 1, monthly fees are due and payable in advance of the first day of each month by Licensee at Company's Conroe, Texas office (or at such other place for payment designated in writing by Company from time to time) by 5:00 p.m. Central Time. Payment must be in U.S. Dollars, by check drawn on Licensee's account, certified check, or wire transfer to an account specified by Company. Payment is deemed made when Company receives payment. Payment is to be made in United States dollars.

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Additional Departments or Programs

Upon written request of Licensee, additional Departments or Programs may be added, subject to consent of Company and mutual agreement regarding any applicable additional fees. Additional fees for deployment of additional or different Software Programs, or installation, training, or additional data conversion/formatting, and other costs, including but not limited to travel and reasonable per diem expenses, may apply.

Additional Concurrent Users

Additional Concurrent Users may be added upon request of Licensee with the approval of Company, to be documented in an Addendum to this **Exhibit 1** executed by Licensee and Company, for an increase in the license fee stated for that Department Program equal to \$450.00 per month per additional Concurrent User during the Initial Term, and thereafter at agreed fee rates.

**Confidential
Software / Programs Functionality¹**

Accounts Payable				
Administration Year End				
	1099 Processing			
	1099 Vendor List			
	P.O. Year End			
	End of Year Process			
A/P Chart of Accounts				
Claims Authorization				
Claim Control				
Claim Types				
Invoice Authorization				
Job Cost Codes				
Code File Listing				
Sales Tax Codes				
Scanning				
Scanning Categories				
Setup Control				
Terms Codes				
Vendor Export				
Void AP Checks				
Void AP Claims				
Zip code Management				

Accounts Payable (cont.)				
Check Registers				
	AP Check Register			

¹ As of 01/01/22

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	Combined Check Register			
	Payroll Check Register			
Inquiry				
	GL Inquiry			
	Chart of Account Inquiry			
	Statement of Operations			
Reports				
	Claim Accrual			
	Claim Invoice Register			
	Claim Reconcile			
	Claim Register			
	Detail Claim Register			
	Payroll Net			
	Sales Tax Reports			
	Transaction Reports			
	Unpaid Claims			
	Unpaid Invoices			
	Vendor History Report			
	Vendor Listing			
	Void Claims Register			
	Warrant Register			
Jury Claims				
Purchase Order				
Processing				
	Cash Disbursement			
	History Pay Processes			
	Payroll Liabilities			
	Pay Process			
	Purchase Journal			
Reports				
	Claim Authorization			
	Claim / Invoice Entry			
	Jury Claim Entry			
	Vendor Management			

Exports				
Auditor AP Exports				
	AP Checks			
	AP Check Register			
	AP Claims			
	AP Vendors			
Auditor GL Exports				
	GL Audit Log			
	Budget Exports			
	GL Journal Detail			
	Monthly Reconciliation			
	Statement of			

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	Operations			
Auditor Payroll Exports				
	Employees			
	Payroll Detail			
	Payroll Checks			
	Payroll Check Register			
Auditor Treasury Exports				
	Commission Report			
	Deposit Listing			
	Journal Report by Type			
	Ledger Reports			
	Prior Year Receipts			
	Recap of Revenue			
	Receipt Listing			
	SOP Reports			
	Balance Report			
	Treasurer Checks			
	Treasurer Check Register			
	Treasurer Transfers			
	Treasurer by Account			
	Treasurer by Fund			
	Treasurer by Receipts			
	Unposted Journal Listing			
Capital Assets				
	Asset Inquiry			
Capital Asset Reports	AP Master List			
	AP Asset Additions			
	AP Asset Adjustments			
	AP Asset Disposal			
	AP Year to Date Assets			

Budget Reports				
	Proposed Budget			
	Comparison Budget			
	Final Budget			
	Expense Budget Summary			
	Revenue Projection Summary			
	Position Budget Forecast			
	Period Financial Report			
	Transaction Report			
Treasurer Reports				
	Appropriations			
	Account Balances			
	Bank Balances			
	Cash by Sub Code			
	Clerk Report			
	Chart of Account Listing			
	Commission Report			

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	Deposit Register			
	Distribution Summary			
	Financial Statements			
	Journal By Type			
	Ledger Reports			
	Monthly Distributions			
	Period Financial Report			
	Posted Appropriations			
	Prior Year Receipts			
	Projected Revenue Report			
	Recap of Revenue			
	Receipt by Sub Code			
	Receipt Listing			
	Receipt to Deposit			
	Revenue Report			
	Statement of Operations			
	Treasury Balance Report			
	Trial Balance Report			
	Unposted Journals			
Check Registers				
	Accounts Payable Register			
	Combined Check Register			
	Payroll Check Register			
	Treasurer Check Register			
	Treasury Check Fund Register			

Budget System				
	Budget Processing			
	Expense Management			
	Revenue Management			
	Post Final Budget			
	Period Budget Planning			
	Budget Amendment Entry			
	Posted Amendment Listing			
	Budget Amendment History			
Fiscal Year End				
	Balance Forward			
	PO Encumber Roll Forward			
Capital Asset System				
	Batch Disposal			
	Change Report			
	Asset Additions			
	Depreciation Report			
	Insurance Report			
	Asset Adjustments			
	Asset Disposed			
	Year to Date Assets			
	Year to Date Exports			
	Master Asset Listing			

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	Capital Asset Import			
Fiscal Year End				
	Balance Forward			
	PO Encumber Roll Forward			
	Purge Year			
Employee Portal System				
	Employee Inquiry			
On-Line Documentation				
	Auditor / Treasurer Exports			
	Audit Log			
	Budget Transfer Rules			
	Chart Conversion			
	Chart of Account Types			
	Chart Categories			
	Chart Type Set Up			
	Department Management			
	Entity Management			
	Fund Management			
	Journal Entry Types			

HCSS Conversion System				
	COA Consolidation Map			
Payroll System				
	Bank Information			
	Deduction Codes			
	Earning Codes			
	FIT Table Entry			
	Import Manual Checks			
	Job Code Management			
	Leave Balance Reports			
	Manual Check Input			
	Paid Leave Setup			
	Position Type			
	Time Clock Interface			
	Zip Code Files			
	941 Corrections			
	Timesheet Check Inquiry			
	Void Paycheck			
	Print 941's			
	Check register			
	ACA Reports			
	EE04 Export			
	EE04 Reports			
	Process W2's			
H.R. System				
	Assessment Management			

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	Benefit Rules			
	E4 Codes			
	Employee Documents			
	Ethnicity Codes			
	Termination Codes			
	Unpaid Leave Setup			
	Workers Comp			
	Active Employee Listing			
	Anniversary Listing			
	Birthday Listing			
	Comp. Time Management			
	Drug Tests			
	Employee Labels			
	Expiring Licenses			
	FICA Reports			
	FIT Reports			
	Gross Pay Reports			
	Inactive Employees			
	Insurance Census			
	Leave Report			
	Net Pay Report			

H.R. System (cont.)				
	New Hire Listing			
	Occupational Statistics			
	Physicals Due Listing			
	Step & Grade Report			
	Earnings Report			
	Deduction Inquiry Report			
	Employee Check Listing			
	Employee Payroll Detail			
	Employee Verification			
	Employee Paid Benefits			
	Hours Worked Report			
	Liability Audit			
	Position Change Report			
	Retirement Report			
	W4's			
	Department Timecard Entry			
	Incentive Generation			
	Time Sheet Adjustments			
	Employee Leave Records			
	Leave Balance Report			
	Leave Summary			
	Leave Accrual			
	Leave Accrual History			
	End of Quarter Reports			
	Verify SSN's			

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	TCDRS			
	TWC Export			
	TWC Report			
Purchasing System				
	Issued PO's			
	P.O. Entry			
	P.O. Inquiry			
	P.O. Receiving			
	Requisition Entry			
	Claim Entry			
	Issued PO's By Department			
	Print P.O.'s			

Treasurer System				
	Audit Logs			
	Bank Codes			
	Cash Audit Reports			
	COA Type Management			
	Check Types			
	Commission Reports			
	Distribution Reports			
	Entity management			
	Fund Management			
	Interest Distribution			
	Receipt Management			
	Journal Type Management			
	Receipt Types			
	Revenue Codes			
	Treasurer Voids			
	Void AP Check			
	Void PY Check			
	Deposits			
	Positive Pay Process			
	Reconcile Checks			
	Receipt Entry			

[END OF EXHIBIT]

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Exhibit 2 – Term and Scope of Services

**To Non-Exclusive License Agreement Between Colorado County, Texas
And
Financial Intelligence**

Colorado County, Texas

Term of Agreement; Renewals

Initial Term:

Start Date _____, 20__

End Date _____, 20__

Renewals:

Unless notice is given in writing by either Party to the other on or before ninety (90) days before the end of the Initial Term (or, as applicable, the then-current Renewal Term), this Agreement will automatically renew for a Renewal Term of the same length as the Initial Term (or, as applicable, the current Renewal Term), for up to Two (2) Renewal Terms.

Hosted Software Programs – Cloud-based computing and data management

No Software Programs will be installed on Licensee's site. The Software Programs will be hosted remotely at Company's facilities located at Data Foundry, Austin, Texas. Upon execution of the Agreement, Company will configure its hosting servers and other facilities to provide Licensee access to and use of the authorized Software Programs and to store Licensee's data.

Licensee is wholly responsible for obtaining and maintaining appropriate workstations and other equipment, and software and operating systems (e.g., Company might specify use of Windows 10 or later); having and maintaining appropriate and secure internal and external networks, including appropriate Internet or other connectivity having sufficient bandwidth and speed to permit suitable working access to and communication with Company's cloud-based servers. Licensee's Internet connectivity must have at least the minimum upload and download rates required by Company. Company is not responsible for failure of or unsatisfactory performance of the Program(s) where Licensee's equipment, networks, or connectivity are not adequate for use with Company's cloud-based hosted Software Programs.

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Licensee is wholly responsible for having, applying, and maintaining security systems and procedures necessary to ensure the integrity of Licensee's operations utilizing the Program(s) and security of Licensee's transmission and receipt of data to and from Company's hosted servers. Company will not be responsible or liable for any failures of such security that result in interruption of any kind of the access to or use of the Program(s), or loss, corruption, or theft of, or other adverse effects on, Licensee's data arising in whole or part because of inadequacies in Licensee's security systems or procedures.

Licensee is wholly responsible for ensuring that its security is adequate to prevent intrusion into or access by unauthorized third parties of Licensee's equipment, networks, and other systems, including without limitation hereby third party hacking into or other unauthorized access to Licensee or Licensee contractor equipment connected to or through networks or other means of access to Company's facilities or Software Programs.

Maintenance

Company will provide maintenance during the Term of the Agreement. For cloud-based hosted services, Company will provide maintenance to its hosting servers and other equipment. For onsite installations, after initial installation, access to and maintenance of the Software Programs by Company will be by remote access.

Licensee Requests and Trouble Notices

Licensee must submit all requests for services of any kinds, including any Special Services ("Service Requests"), and submit all complaints or reports of errors or malfunctions ("Error Reports") in writing to Company. Company is not responsible for responding to Licensee Error Reports or Service Requests that are not timely submitted in writing. E-mails properly addressed to Robertb@financial-intel.com are acceptable; and any period of time required for or stated under this Agreement for response or cure by Company of asserted Errors, or for the provision of requested services, shall not be deemed to have begun until and unless such Error Report or Service Request has been received by Company. The purpose for this procedure is to provide a record of Licensee requests and error reports, with Licensee's own descriptions, as well as to ensure that Licensee's concerns are addressed and not inadvertently overlooked

Data conversion and importation

Company will convert Licensee's data and import it to Company's data storage servers. Licensee must provide its data in a documented format acceptable to Company. See section 3.03 of the Agreement ("Initial migration of licensee data to Company systems").

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Data Backup

For remote installation (cloud-hosted service), unless otherwise agreed, Company will be responsible to conduct daily and monthly backup of Licensee data kept on the hosted services server(s), by means consistent with industry standards, or as may be otherwise specifically described. Licensee may request other backup procedures or frequencies, which Company may agree to provide in its sole discretion, and for which there may be additional fees or costs (including possibly treatment as a Special Service).

Orientation

Company will provide training to Licensee when in the opinion of both Parties, it will further the intent of this Agreement and facilitate and expedite the provisions of the services. Initial access to the Software Programs will occur after the initial orientation of appropriate Licensee personnel by Company, at a time and location to be arranged by and agreed to by Company. Orientation and training shall be at no additional cost to Licensee beyond reasonable expenses of Company as defined in Exhibit 1.

Company will provide Licensee with up to 15 days of onsite training at no additional cost other than reimbursable travel and per diem expenses. It is Licensee's responsibility to identify personnel to be trained, and to provide space for, and to schedule training at times agreed by Company, to occur in time for Licensee's personnel to be able to perform their functions without interference with or delay of Licensee business functions dependent on the Software Programs.

Expenses and out-of-pocket costs

Licensee shall reimburse Company for reasonable costs and expenses incurred by Company other than as included in stated License fees for use of the authorized Software Programs and related materials. Company will usually ask Licensee to pre-approve all anticipated Company expenses, the costs of which are to be reimbursed by Licensee, except where impracticable because of, for example, the need to respond quickly to an unanticipated situation. Company will submit to Licensee original receipts supporting the costs and expenses requested to be reimbursed by Licensee.

Unless otherwise agreed, Company will be reimbursed

- At then-current government rates for the applicable region;
- For hotel room categories corresponding to Courtyard by Marriott or Hampton Inn;
- For mid-size car rental;
- For airfare on Southwest Airlines or United Airlines;
- For mileage at the current legal reimbursement rate; and
- For the then-current daily federal per diem rate for the area, plus applicable tax, plus fifteen percent (15%) meal gratuity per ACA 19-4-925(b).

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Customer Input

Company sends each customer an annual survey seeking customer comments, to which Company strongly encourages you to respond.

Company also periodically holds a customer advisory meeting. All current customers are invited and are encouraged to attend. (Attendance is at the client's expense.) Software performance is discussed, new software features and/or enhancements are demonstrated, and clients are asked to identify any improvements, modifications, or enhancements they may desire. Based on the clients' interests and priorities of those in attendance, Company identifies improvements, modifications and/or enhancements it will seek to make to the Company Software Programs over the next year.

Any improvements, modifications, or enhancements Company makes because of the customer survey or advisory meeting will be provided in new software releases at no cost to Licensee. Additionally, any software changes / enhancements mandated by state or federal law will be provided at no cost to Licensee.

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FINANCIAL INTELLIGENCE



FINANCIAL INTELLIGENCE

MINUTES OF THE COLORADO COUNTY
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- To Demonstrate The County Financial Software By Financial Intelligence.
- Begin The Dialog With Anyone Who Would Like To Consider Migrating To The FI Software.
- Describe The Unique Business Model That Makes FI Different Than Other Software Providers in Texas, Such As Open Gov (formally STW) – I3 Verticals (Formally Net Data) or Tyler.
- Decide What The Next Steps Will Be.
- Answer Any Questions.
- Lots Of Material To Cover.

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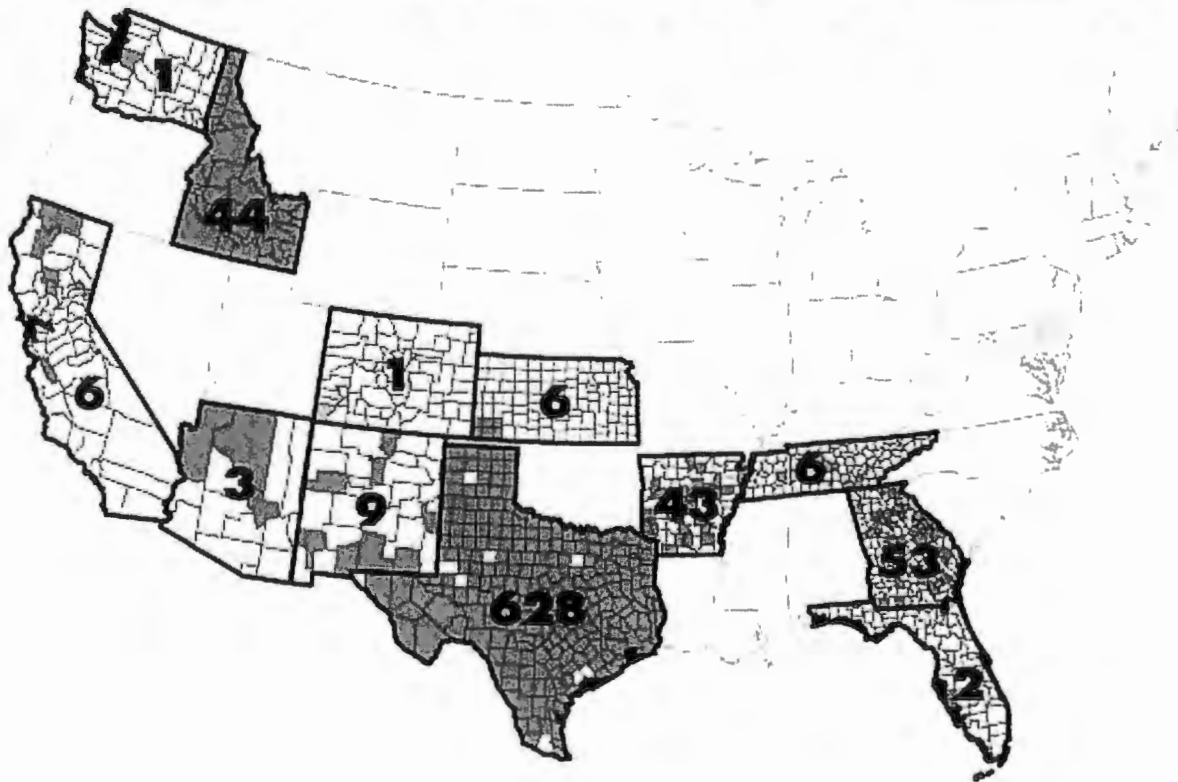


- Probation Served By CSS
- Indigent Healthcare Served By IHS
- Tax Office Served By TaxPro

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Colorado County

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Corporations Section
P.O. Box 17097
Austin, Texas 78711-0697



Roger Willis
Secretary of State

Office of the Secretary of State

February 28, 2006

Attn: Stahl, Bernal & Davies, L.L.P.

Stahl, Bernal & Davies, L.L.P.
7320 N. Meopac, Suite 211
Austin, TX 78731 USA

RF: Financial Intelligence, LP
File Number: 800619136

Enclosed is the certificate of reservation for the referenced entity name. The name is reserved for a period of 120 days from the date shown on the certificate. This name reservation can be used to organize a domestic filing entity, to change the name of a filing entity, or to make an application for registration of a foreign filing entity to transact business in Texas. The right to use this reservation may be transferred to another person by filing with this office a notice of transfer. During the period of reservation, a registrant may terminate the reservation by filing a withdrawal of the reservation.

This reservation may be renewed by filing an application for name reservation in the manner prescribed for the filing of an original application. The renewal application may be filed during the thirty (30) days preceding the expiration date of the reservation period. If no action has been taken to renew the reservation or to file an instrument using the above name during the 120-day period, the reservation will expire and other requests, if any, for the name will be honored.

When submitting a filing instrument utilizing this reservation, please submit a copy of this reservation. If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section
Business & Public Filings Division
(512) 463-5555
Enclosure

MINUTES OF THE COLORADO COUNTY
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Start With A Clean Slate

Develop The Best County Financial Software

Take Our Time

Offer A Different Business Model

World Class Support



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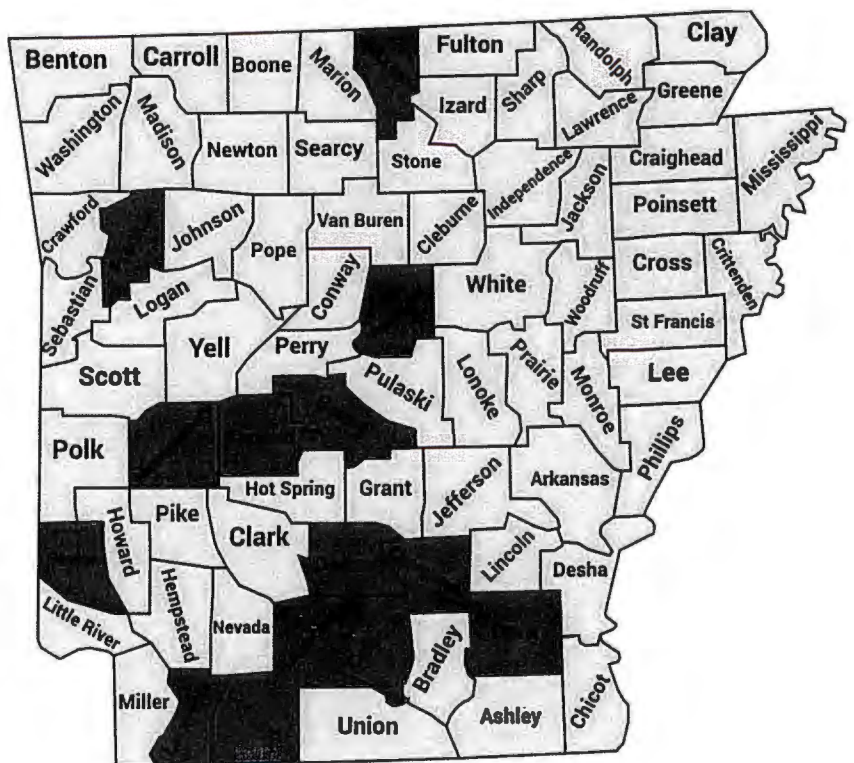


**MINUTES OF THE COLORADO COUNTY
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- Baxter County 41,062
- Mississippi County 42,835
- Franklin County 17,626
- Faulkner County 122,227
- Saline County 118,703
- Garland County 97,477
- Montgomery County 8,879
- Sevier County 16,910
- Dallas County 7,469
- Cleveland County 8,241
- Ouachita County 24,098
- Drew County 18,651
- Calhoun County 5,368
- Columbia County 23,901
- Lafayette County 7,645



**MINUTES OF THE COLORADO COUNTY
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**Financial Intelligence Is The Only Choice
To Serve Your Financial Software Needs.**

Don't Believe It? Read What Our Customers Have To Say.

- | | | |
|---------------------------------------|------------------|---|
| ✓ Payroll with leave and HR functions | ✓ General ledger | ✓ Purchase orders |
| ✓ Accounts payable | ✓ Budgeting | ✓ Fully integrated scanning for each module |
| ✓ Treasurer | ✓ Fixed assets | ✓ Employee portal |

Financial Intelligence (FI) provides easy to use financial software with best in class support.

This is what just a few of our clients are saying.

"Without question, the best decision I have made as an elected official was to change software providers. Financial Intelligence lives up to their name."
Jack Hagan, Cleveland County Treasurer

"We never have problems with our financial software but when we have questions, FI is happy to assist. They always return our calls, are open to suggestions, and they keep current with new laws that pertain to our office. The staff is great. I highly recommend Financial Intelligence."
Larry Davis, Solano County Treasurer

"In addition to the savings for our county, the document scanning technology gives us easy and efficient retrieval of our records. In case of a disaster, knowing our documents are electronically safe gives me peace of mind. FI has provided cost savings, efficiency, great customer service, and support."
Betty Bell, Montgomery County Treasurer

"Since the establishment of the Finance Department in Garland County, I have worked closely with FI. They have always provided excellent service and support. FI makes sure we are equipped with the latest software updates to ensure Garland County remains in compliance with all state and federal mandates."
Susan Ashmore, Garland County Comptroller

"Financial Intelligence is continually improving their financial software product. I love the budgeting module and how every entry we make is date and time stamped! When we have a question, the prompt response time is unheard of in other software systems."
Jenny Hizo, Baxter County Treasurer

"Financial Intelligence has gone above and beyond to make my job as easy as a click of the mouse! When we have the occasional issue, we contact FI support and within minutes our issues are fixed or explained. I cannot imagine running a County Clerk's office without FI."
Margaret Dierke, Faulkner County Clerk

"Whenever we have a question, their technicians' response time is so fast that it seems like they are in the next room instead of their Little Rock office. We are 100% satisfied with their state-of-the-art financial software and the expertise and professionalism of their staff."
Tim Strickland, Garland County Treasurer

To see the full client testimonials, please visit our website: www.financial-intel.com



<https://www.facebook.com/FISoftwareSolutions>

https://twitter.com/FI_Intelligence

(501) 708-0313 • 800-276-4213

124 West Capitol Avenue, Suite 876 • Little Rock, AR 72201

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Colorado County

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**Deputy Treasurers
helping cut costs,
streamline workflow
in Garland County**

In today's economy everyone is looking for more efficient ways to conduct business and in the Garland County Treasurer's office, Tammie White and Janet Foshee have gone over and above their call of duty.

Tammie White (seated left) is chief deputy Treasurer and Janet Foshee is deputy Treasurer and bookkeeper. With their combined experience of 52 years in county government, there is probably no issue relating to county government that either of them has not dealt with at one time or another. A great benefit of their knowledge and experience is that they both are very well qualified to resolve complicated issues to keep the office operating at peak performance.

Since January of this year Tammie and Janet have developed procedures within the Garland County Treasurer's Office that will allow us to operate more efficiently and save the Garland County taxpayers a considerable amount of money and resources. Many of their cost-saving



ideas have been implemented and the county is already reaping the benefits.

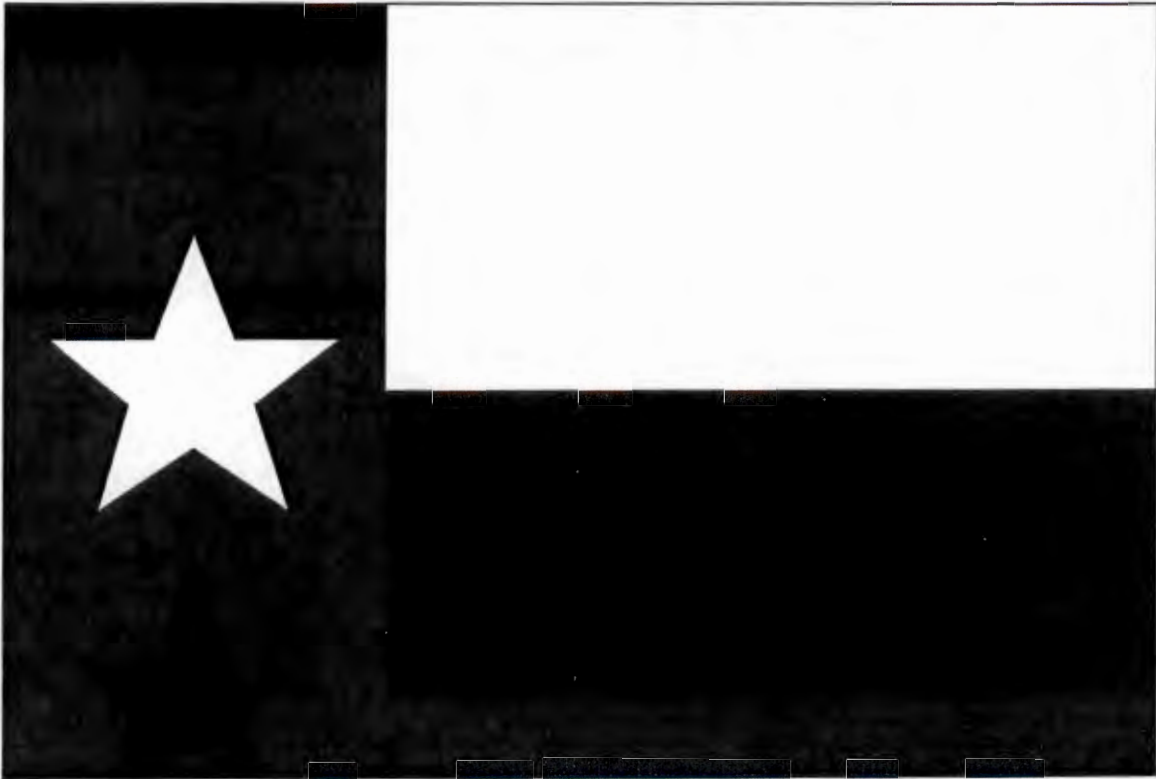
To offer just a few examples of Tammie and Janet's accomplishments: They suggested updating our software (Financial Intelligence) to include the Treasurer's signature on each check and receipt when they are printed. This has saved a considerable amount of time, paper stock, postage and envelopes. They also suggested utilizing a remote scanner, which they acquired at no cost to the county, to make check deposits without leaving the office. Additionally, they have begun the process of making

direct deposit payments to all Garland County school districts and local cities/towns that will save Garland County an enormous amount of time and resources.

There are too many examples of Tammie and Janet's cost-saving measures to list here, but this year alone, our office is projected to save in the thousands of dollars as a direct result of these dedicated professionals' hard work and commitment to saving taxpayer dollars.

*- Tim Stockdale
Garland County Treasurer*

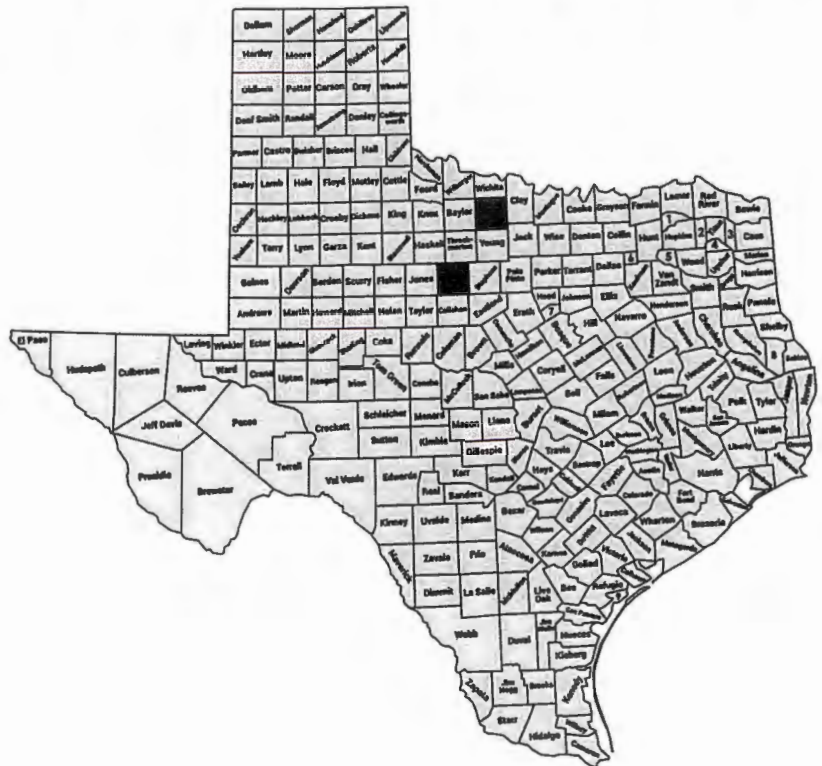
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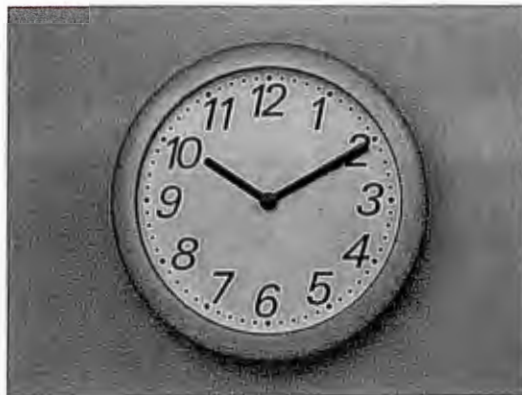
**MINUTES OF THE COLORADO COUNTY
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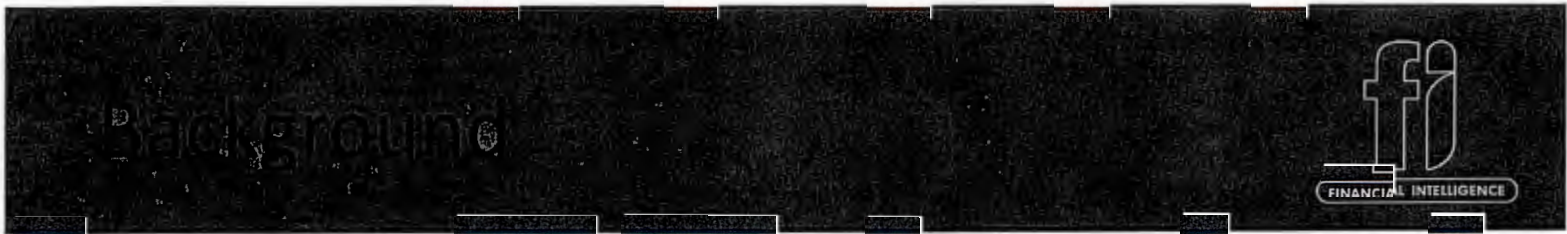
- Shackelford County 3,315
- Archer County 8,809



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- HCSS Was Acquired By Local Government Solutions (LGS) in 2016.
- The Initial Focus Was to Migrate the County Clerks, District Clerks and Courts From HCSS to LGS.
- Followed By The JP Courts.
- Followed By Sheriffs' Departments.
- Because The HCSS Financial Customers Were In A “Good Place”, Finance Was To Be Final Software Application To Migrate.
- This began in August 2019.

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Concho County – May 2019



Former Net Data Customer

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Miranda Harvey

Archer County Auditor, Archer City, TX

I, along with my County Treasurer, began the daunting process of searching for a new financial software provider in 2013. Our search quickly came to a halt as we learned of the great expense these other software providers' services entailed. This was something our county just simply couldn't afford.

We later learned about a company called Financial Intelligence (FI). The FI financial software had recently been implemented in a neighboring county, a county that was very happy with their services. In March of 2014, we began the conversion to FI. We were told that because of their recent development in Texas, as well as the inherent painful nature of a software conversion from one company to another, to expect a period of "growing pains". Those growing pains were very real but with the help of the FI staff we have worked together to develop a system tailored to Texas counties, that I am very excited about! FI has been nothing but professional and helpful through the entire process. I can't say enough about the outstanding character and intelligence of their team. If I have a problem or a question, they happily get right on it. Because our former software provider lacked in it, good customer service was a top priority for my Treasurer and me. FI has definitely met those expectations, and they should be proud of their hard work to develop an affordable software that is tailored to Texas counties.

Tammy Brown

Shackelford County Treasurer, Albany, TX

After only one month as an elected official, I decided to look for new software for my office. Having to do a software data conversion is a hard thing to go through but FI's staff made it easy to accomplish; even when our old software vendor refused to assist by providing our data. The FI support team went above and beyond to answer any and all of my questions. And I had lots of them. As I began to search for a new software provider, I knew the most important thing to me was going to be Customer Service. I wanted to be able to get in touch with someone in a timely fashion that would understand the problem and would help get me back on track. I also wanted software that would benefit my county. I found everything that I was looking for with Financial Intelligence! They have gone above and beyond to help me succeed in my office. They are a great team to work with. They specifically geared the software for my size of county and the cost was reasonable enough that I could justify it to my taxpayers. To put it simply - FI - Y'all are Awesome!

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Brenda Trevino

Wilson County Auditor, Floresville, TX

This transition to the updated financial software is going to be so valuable, not only to Wilson County staff and elected officials, but to our constituents who rely on the county to protect the integrity of county finances by a dual system of checks and balances. FI allows us to do just that.

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Survey: FI 2021 Survey

You are invited to participate in our 2021 Customer Satisfaction Survey. In this survey, all customers will be given the opportunity to complete a survey as it relates to the service we have provided to your office over the past 12 months. It will take approximately 3 or 4 minutes to complete the questionnaire. Your survey responses will be strictly confidential and data from this research will be reported only in the aggregate. Your information will be coded and will remain confidential unless you elect to provide information. If you have questions at any time about the survey or the procedures, you may contact Teriya Robinson at (800) 834-0560. As in years past, to say thank you for helping FI, we would like to make a donation to the charity you select in your survey. This is an expression of our gratitude for your participation. Thank you very much for your time and support. Please start the survey now by clicking on the Continue button below.

* Are your calls and e-mails responded to promptly?

- Yes
- No

* Are your needs / expectations understood?

- Yes
- No

* Is work completed for you and your staff in a timely manner?

- Yes
- No

* How would you rate the quality of FI's communications?

- Excellent
- Good
- Fair
- Poor

FI 2021 Survey

QuestionPro

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FY 2021 Survey Results – Arkansas & Texas Combined



■ Positive ■ Negative

Colorado County

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Customer Conferences



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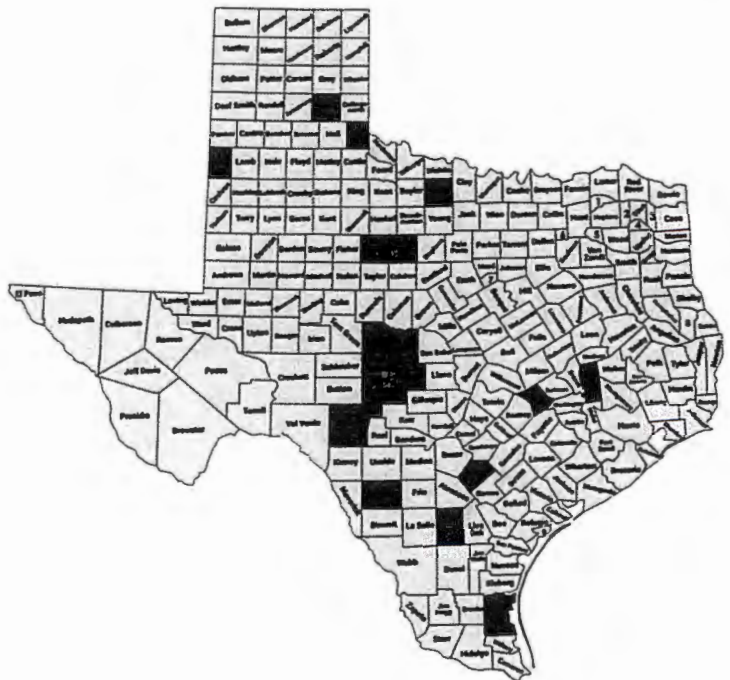


**I'll Discuss The Business Model That Makes Us
Different.**

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- Shackelford County
- McCulloch County
- Archer County
- Donley County
- Bailey County
- Menard County
- Mason County
- Grimes County
- Concho County
- Childress County
- Zavala County
- McMullen County
- Wilson County
- Kimble County
- Lee County
- Jones County
- Kenedy County
- Edwards County

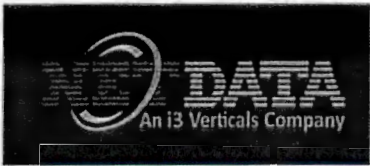


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Software Presentation

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Currently Migrating To S&S Software From
Louisiana – Eastland County To Be First



TYL



- Different Business Models
- Different Costs
- Different Ownership Structures
- Lots of Disruption

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3.) Attorneys all over the United States have organized marketing plans geared towards counties and cities that use the Tyler Technologies Odyssey system. The weaknesses in the Odyssey system are so profound that the governmental agency is open to liability arising from wrongful arrests. (<http://www.barneslawllp.com/court-software-violates-constitution/>)

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2.) Tyler Technologies, Inc. has been fired and/or sued by governmental agencies in California, Missouri, Iowa, Colorado and Texas for breaches of contract, misrepresenting its products, and failure to make good on its promises. It is really hard for a governmental agency to back out of a bad software choice when several million dollars have already been expended. Agencies are almost forced to pay for the change orders to avoid writing off the investment already made in the software, training, and staff time. (<http://www.argusleader.com/story/news/2014/08/17/delay-software-launch-frustrates-city/14190055/>)

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Would Anyone Hire An Employee And Pay The
New Employee An Entire Year's Salary The Very
First Day They Reported For Work?

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- Removes The Risk Of Failure.
- Prices Are Predictable.
- Contracts With A Non-Performance Provision.
- So How Did We Do This?

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Concurrent Users

How Many People Are Using The FI Software At The **EXACT** Same Time



FINANCIAL INTELLIGENCE



Colorado County

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1 to 4 Concurrent Users



	Per Month
First Concurrent User	\$950.00
Each Additional Concurrent User	\$450.00
Inquiry User Only	\$75.00
Optional Scanning – 1 User	\$300.00
Additional Users 175.00 Each	

Direct Expenses Associated With The Installation Will Be Billed To The County

- Hotel
- Meals
- Gas

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	Per Month
First Concurrent User	\$950.00
Each Additional Concurrent User	\$400.00
Inquiry User Only	\$75.00
Optional Scanning (1 User)	\$250.00
Additional Users 175.00 Each	

Direct Expenses Associated With The Installation Will Be Billed To The County

- Hotel
- Meals
- Gas

**MINUTES OF THE COLORADO COUNTY
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8 to ? Concurrent Users



	Per Month
First Concurrent User	\$950.00
Each Additional Concurrent User	\$350.00
Inquiry User Only	\$75.00
Optional Scanning (1 User)	Included
Additional Users 175.00 Each	

Direct Expenses Associated With The Installation Will Be Billed To The County

- Hotel
- Meals
- Gas

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March 23, 2022

Mrs. Raymie Kana
Colorado County Auditor
Courthouse Annex
318 Spring Street - Room 104
Columbus, TX 78934

Re: Cloud-Based Financial Software Proposal

Dear Raymie,

Cliff requested that Financial Intelligence (FI) present you with a written proposal for the cloud-based financial accounting software for your office and the Treasurer. As you may recall, FI bases our costs on the total number of "concurrent users" licensed by a county. Based on your conversation with Cliff, we have proposed for your review a license for 4 concurrent users and document scanning for 3 stations.

			Total
First Concurrent User	\$950.00	1	\$950.00
Additional Concurrent User	\$450.00	3	\$1,350.00
Document Scanning x 3	\$175.00	3	\$525.00
Grand Total Per Month License			\$2,825.00

Our proposal includes training, on-going support, daily backups, software upgrades as developed and data migration of the HCS summary historical information. We have also included for your review a DRAFT Agreement.

Sincerely,

Robert Baird
President

Mr. Cliff Kotera

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Pre-Install Work



- Pre-Install Work With Be Charged At 50% Of The Final Monthly Software Licensing Fee.

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Pre-Install Work By FI



Pre-Install to be Provided / Conducted by Grimes County Prior to Scheduling Installation of Software

#	Grimes County Tasks	Complete Y/N
PAYROLL / HR		
PY-1	Which office Finance Department or Treasurer enters employee information?	
PY-2	What are the pay cycles for Grimes County?	
PY-3	Describe the types of leave Grimes County has.	
PY-4	Describe how Grimes County handles leave accruals?	
PY-5	What if any are the rules about capping leave?	
PY-6	How are terminations and re-hires handled?	
PY-7	What employer paid insurance is included? What deductions are needed?	
PY-8	Which office runs the payroll process?	
PY-9	What information do you want on the check stubs?	
PY-10	Do funds have to be transferred to a payroll account?	
PY-11	Describe the workflow of reports during the payroll process.	
PY-12	Which office pays the payroll claims?	
PY-13	Please provide us with a complete list of active employees to include current tax withholding settings, in electronic format if possible.	
PY-14	Please provide us with a complete list of deductions needed, in electronic format if possible.	
PY-15	Please provide us with a complete list of earnings types needed (full time, part time, compensatory time, etc.), in electronic format if possible.	
ACCOUNTS PAYABLE		
AP-1	Which office handles invoice / claims payments?	
AP-2	Is there a purchasing office and do you use purchase orders?	
AP-3	Which office is responsible for vendor entries?	
AP-4	What information do you want on your vendor check stub?	
AP-5	Do you require multiple funds on each claim?	
AP-6	Please provide us with a complete vendor list, in electronic format if possible.	
GENERAL LEDGER		
GL-1	Which office maintains general ledger?	
GL-2	Which office prepares monthly claim reconciliations?	
GL-3	Do you have "special" funds such as grants with a different fiscal year?	

**MINUTES OF THE COLORADO COUNTY
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** Exhibit 3 **

**Pre-Installation Requirements
 To FI Non-Exclusive License Agreement**

Pre-Install to be Provided / Conducted by FI Prior to Scheduling Installation of Software

#	FI Tasks	Complete Y/N
FI-1	Speed test each PC to test access to FI software.	
FI-2	Check operating system on each PC to access FI software.	
FI-3	Define printer types to be used by brand, model, etc.	
FI-4	Define which printers will be used to produce checks.	
FI-5	Obtain name of each user of FI software, preferred user ID and password.	
FI-6	Find out what reports / documentation needed during invoice claims processing.	
FI-7	Understand the workflow for county purchases / bill payments.	
FI-8	Understand the workflow for receipting.	
FI-9	Understand the workflow for the payroll process.	
FI-10	Understand who prints AP Checks.	
FI-11	Choose Claim Format	
FI-12	Obtain receipt style with any logo preferred.	
FI-13	Obtain check stock with four samples of each for (TR, AP, PY).	
FI-14	Obtain envelope style for each check stock (TR, AP, PY).	
FI-15	Obtain claim format.	
FI-16	Collect any report samples the customer relies on.	

THIS INFORMATION IS TO BE GATHERED BY FINANCIAL INTELLIGENCE

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GL-5	Which office enters expense budgets?	
GL-6	Which office enters revenue budgets?	
GL-7	Are there any special reports you require from other county offices?	
GL-8	Please provide us with a complete list of expenditure accounts by fund and department, in electronic format if possible.	
GL-9	Please provide us with a complete list of monthly transaction totals by fund & department in electronic format if possible.	
	TREASURY	
TR-1	Provide us with all of your banks for direct deposit, ACH etc.	
TR-2	Provide us with your check numbering sequencing.	
TR-3	What monthly distributions do you have?	
TR-4	Provide us with all of the internal reports you require.	
TR-5	Provide us with all of the external reports you require.	
TR-6	Are there any "special" reports you need from other county offices?	
TR-7	How are transfers between funds processed?	
TR-8	Please provide us with a complete list of revenue accounts by fund, in electronic format if possible.	
TR-9	Please provide ending balances by bank and by fund in electronic format if possible.	

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#	Grimes County Tasks	Complete Y/N
TR-10	Please provide monthly transaction totals by fund and revenue code in electronic format if possible.	
BUDGETING		
BU-1	Please provide us with a complete 2019 budget listing.	
BU-2	Please provide us with budget amendments for 2019	
BU-3	Please provide with a complete listing of budgeted positions.	
GENERAL QUESTIONS		
GQ-1	Will you be converting your data?	

END

MINUTES OF THE COLORADO COUNTY
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In Conclusion And Moving Forward



- We Are Signing Contracts For Future Installations In The Order Counties Sign Up.
- We Are Currently Booked Through 2023.
- If You Would Like To Consider FI, Let Us Know and We Will Mail You A Proposal or DRAFT Contract for Your County Attorney To Review. Again.

**MINUTES OF THE COLORADO COUNTY
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Thank You

**MINUTES OF THE COLORADO COUNTY
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**TIMECLOCK PLUS,
LLC
1 TIMECLOCK DRIVE
SAN ANGELO, TX 76904**

QUOTE # : Q008864

CONTRACT START DATE : 08/23/2022

CLIENT INFORMATION

Purchased for: Colorado County
Bill To: Colorado County

Billing Address: 318 Spring Street
Room 104
Columbus, Texas 78934
United States

Contract Contact Name: Michelle Lowrance

Contract Contact Email:
michelle.lowrance@co.colorado.tx.us

Billing Contact Name: Michelle Lowrance

Support Contact Name:

Billing Contact Email: michelle.lowrance@co.colorado.tx.us

Support Contact Email:

Billing Contact Phone: (979) 732-2791

Support Contact Phone:

BILLING TERMS

INITIAL TERM	RENEWAL TERM	PAYMENT TERM	PAYMENT METHOD
36 MONTHS	12 MONTHS	DUE UPON RECEIPT	CREDIT CARD

ITEM DESCRIPTION	PRICE PER UNIT	QUANTITY	CHARGE TYPE	ORDER TOTAL
ENTERPRISE LICENSE ANNUAL CHARGE 2022	86.40	200	RECURRING	\$17,280.00
OVERAGE ENTERPRISE LICENSE ANNUAL CHARGE	108.00		USAGE	\$0.00
IMPLEMENTATION SERVICES FIXED FEE ONE TIME	10,400.00	1	ONE-TIME	\$10,400.00

SUBTOTAL	\$27,680.00
TAXES	\$0.00
GRAND TOTAL	\$27,680.00
CURRENCY	USD

QUOTE EXPIRATION DATE : 09/22/2022

SPECIAL TERMS: ENTERPRISE PACKAGE: 200 EMPLOYEES - 20% VOLUME DISCOUNT
UNLIMITED SUPPORT SERVICES VIA PHONE, EMAIL, CHAT INCLUDED AT NO ADDITIONAL COST.

**MINUTES OF THE COLORADO COUNTY
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TIMECLOCK PLUS,
LLC
1 TIMECLOCK DRIVE
SAN ANGELO, TX 76904

QUOTE # : Q008867

CONTRACT START DATE : 08/23/2022

CLIENT INFORMATION

Purchased for: Colorado County
Bill To: Colorado County

Contract Contact Name: Michelle Lowrance

Billing Address: 318 Spring Street
Room 104
Columbus, Texas 78934
United States

Contract Contact Email:
michelle.lowrance@co.colorado.tx.us

Billing Contact Name: Michelle Lowrance

Support Contact Name: |

Billing Contact Email: michelle.lowrance@co.colorado.tx.us

Support Contact Email:

Billing Contact Phone: (979) 732-2791

Support Contact Phone:

BILLING TERMS

INITIAL TERM	RENEWAL TERM	PAYMENT TERM	PAYMENT METHOD
36 MONTHS	12 MONTHS	DUE UPON RECEIPT	CREDIT CARD

ITEM DESCRIPTION	PRICE PER UNIT	QUANTITY	CHARGE TYPE	ORDER TOTAL
ESTIMATED IMPLEMENTATION SERVICES (TIME & MATERIALS)	10,400.00	1	ONE-TIME	\$10,400.00
ENTERPRISE LICENSE ANNUAL CHARGE 2022	86.40	200	RECURRING	\$17,280.00
OVERAGE ENTERPRISE LICENSE ANNUAL CHARGE	108.00		USAGE	\$0.00
HARDWARE SUPPORT & MAINTENANCE	676.44	1	RECURRING	\$676.44
RDT	1,879.00	2	ONE-TIME	\$3,758.00

SUBTOTAL	\$32,114.44
TAXES	\$0.00
GRAND TOTAL	\$32,114.44
CURRENCY	USD

QUOTE EXPIRATION DATE : 09/22/2022

SPECIAL TERMS: ENTERPRISE PACKAGE: 200 EMPLOYEES - 20% VOLUME DISCOUNT
2 RDT TOUCH CLOCKS
UNLIMITED SUPPORT SERVICES VIA PHONE, EMAIL, CHAT INCLUDED AT NO ADDITIONAL COST.

**MINUTES OF THE COLORADO COUNTY
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- _14. Appoint a licensed physician to serve as the County's Local Health Authority for the term September 1, 2022 to August 31, 2024. (Prause)

Michael Furrh, Colorado County EMS Director, will attend next regular meeting and present further information.

Motion by Commissioner Wessels to table agenda item until next regular meeting; 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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**APPOINTMENT OF HEALTH AUTHORITY
General Instructions**

The Texas Department of State Health Services (DSHS) provides support for the appointment of Health Authorities in Texas and maintains the database of appointments. Other DSHS responsibilities include coordination of training activities and availability of reference tools to ensure Health Authorities understand the roles and responsibilities of their office to serve their local communities.

Definition and Term of Office

In accordance with Texas Health and Safety Code § 121.021, a Health Authority is a physician appointed to administer state and local laws relating to public health within the appointing body's jurisdiction. A Health Authority serves for a term of two years and may be appointed to successive terms.

Health authorities can be appointed by the following:

- Commissioners courts
- Governing bodies of municipalities
- Local health department directors who are not physicians
- Public health district directors who are not physicians

Duties

Under Texas Health and Safety Code § 121.024, a Health Authority is a state officer when performing duties prescribed by state law. A Health Authority shall perform each duty necessary to implement and enforce a law to protect the public health or prescribed by DSHS. Duties include (1) establishing, maintaining, and enforcing quarantine in the Health Authority's jurisdiction; (2) aiding DSHS in relation to local quarantine, inspection, disease prevention and suppression, birth and death statistics, and general sanitation in the Health Authority's jurisdiction; (3) reporting the presence of contagious, infectious, and dangerous epidemic diseases in the Health Authority's jurisdiction as prescribed by DSHS; (4) reporting on any subject on which it is proper for DSHS to direct that a report be made; and (5) aiding DSHS in the enforcement of proper rules, requirements, and ordinances; sanitation laws; quarantine rules; and vital statistics collections.

Required Forms

Each newly appointed Health Authority must file copies of three forms with the Regional Medical Director for the respective DSHS Health Service Region immediately after appointment to office:

1. **Statement of Appointed/Elected Officer:** Constitutional oath that the Health Authority did not give or promise any material, financial, or other reward in return for the appointment.
2. **Oath of Office:** Constitutional oath to execute the duties of the office of Health Authority.
3. **Certificate of Appointment.** Statutory certification from the appointing entity.

Questions

If you have questions regarding the Health Authority appointment process or about completing the forms, please contact your DSHS Health Service Region office or the DSHS Division for Regional & Local Health Services office in Austin at (512) 776-7770. See links below for contact information:

Texas Department of State Health Services Health Service Region Offices. This site includes the information to locate the Regional Medical Director for the appropriate Health Service Region, including addresses, telephone numbers, FAX numbers, and maps of the DSHS Health Service Region Offices.

Map of DSHS Health Service Regions. This page provides a map showing the regional boundaries.

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Certificate of Appointment
for a
Health Authority

The Health Authority has been appointed and approved by the:

(Check the appropriate designation below)

- Commissioners Court for Colorado County
- Governing Body for the Municipality of _____
- Director, _____ Health Department
- Director, _____ Public Health District

I, _____, acting in my capacity as:

(Check the appropriate designation below)

- County Judge or Designee
- Mayor or Designee
- Non-physician and the Local Health Department Director
- Non-physician and the Public Health District Director

do hereby certify the physician, _____, who is licensed by the Texas Board of Medical Examiners, was duly appointed as the (check as applicable),
 Health Authority
 Health Authority Designee
for the jurisdiction of Colorado County, Texas.

Date term of office begins September 1, 2022

Date term of office ends August 31, 2024, unless removed by law.

I certify to the above information on this the _____ day of September, 2022

Signature of Appointing Official

**MINUTES OF THE COLORADO COUNTY
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- _15. Consent Items:**
- a. Accept donation to Colorado County Sheriff's Office from Aqeel Business Inc. – Grab n Go 2 in the amount of \$1,500.00.**
 - b. Continuing Education Transcript for County Commissioner Keith Neuendorff.**

**Motion by Judge Prause to accept all Consent Items as presented; seconded
by Commissioner Neuendorff; 5 ayes 0 nays; motion carried; it was so ordered.**

(See Attachment)

**MINUTES OF THE COLORADO COUNTY
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**COUNTY JUDGES AND COMMISSIONERS
ASSOCIATION OF TEXAS
County Commissioner Continuing Education Transcript
Reporting Period: 1/1/2022 - 12/31/2022**

Hon. Keith Neuendorff
Commissioner
Colorado County
1501 FM 109
New Ulm, TX 78950-5123
Phone: (979) 732-2604
Fax:

ID:
255608
Term:
1/1/2021 - 12/31/2024

Date	Description	Earned Hours
1/1/2022	Excess hours carried from 2021	8.00
2/24/2022	VGVI School for County Commissioners Courts	20.00
Total Hours Earned: 28.00		

**You have met your 2022 Commissioner Statutory Continuing Education requirement.
You will carry forward 8.00 hours to the next reporting period.**

See Statute: Section 81.0025 Continuing Education, Local Government Code

Because continuing education sponsors are not required by law to report attendance to the Association, this transcript may not be a complete list of continuing education hours earned by the commissioner for this calendar year.

**MINUTES OF THE COLORADO COUNTY
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**COUNTY JUDGES AND COMMISSIONERS
ASSOCIATION OF TEXAS**

COMMISSIONERS COURT ADVANCED CURRICULUM TRANSCRIPT

Name: Hon. Keith Neuendorff
County: Colorado County
Office: Commissioner

ID: 255608
Term: 1/1/2021 - 12/31/2024
Enrollment: 1/1/2021

Course ID	Course Title	Credits Earned	Date
Phase I		Required: 1	
		Credits Earned to Date: 1	
1.001	Orientation Program	1	1/15/2021
Phase II		Required: 16	
		Credits Earned to Date: 2	
2.001	County Judge	0	
2.002	County Commissioner	1	2/4/2021
2.003	County Clerk	0	
2.004	District Clerk	0	
2.005	County Treasurer	0	
2.006	County Tax Assessor-Collector	0	
2.007	County Sheriff	0	
2.008	County Attorney	0	
2.009	District Attorney	0	
2.010	Justice of the Peace	0	
2.011	Constable	0	
2.012	County Auditor	0	
2.013	County Health Authority	0	
2.014	Extension Service	0	
2.015	Juvenile Probation Officer	0	
2.016	Community Supervision and Corrections Department (CSCD)	1	2/4/2021
2.017	County Court at Law Judge	0	
2.018	District Judge	0	
Phase III		Required: 32	
		Credits Earned to Date: 15	
3.001	Open Meetings Act	1	2/4/2021
3.002	Commissions & Committees	0	
3.003	Law Making	1	2/3/2021
3.004	Regulations & Legal Issues	1	2/24/2022

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**COUNTY JUDGES AND COMMISSIONERS
ASSOCIATION OF TEXAS**

COMMISSIONERS COURT ADVANCED CURRICULUM TRANSCRIPT

3.005	Justice System	0	
3.006	Personnel Policies	1	2/24/2022
3.007	Civil Rights Issues	0	
3.008	Physical & Mental Health Issues	1	2/4/2021
3.009	Juvenile Justice System	0	
3.010	Building Better Relations	1	2/2/2021
3.011	Councils of Government	1	2/2/2021
3.012	Interlocal Agreements	0	
3.013	Working With the Legislature	0	
3.014	Specialized Districts	0	
3.015	Effective Meetings/Parliamentary Procedure	0	
3.016	County Roads	1	2/3/2021
3.017	Public Information Act	0	
3.018	Environmental Issues	0	
3.019	Subdivision Regulations	1	2/24/2022
4.001	Bonds & Certificates of Obligation	0	
4.002	Personnel Policy: Payroll	0	
4.003	County Investment Policies	0	
4.004	County Purchasing	0	
4.005	Purchasing Applications	0	
4.006	Fees and Revenues	0	
4.007	Basic Taxation	1	2/3/2021
4.008	County Tax Rate	0	
4.009	Financial Accounting Basics	0	
4.010	Financial Accounting: Investments	0	
4.011	Budgeting	0	
4.012	Personnel: County Retirement	1	2/23/2022
4.013	Risk Management: Safety Issues	0	
4.014	Ethics	0	
4.015	Records Management	1	2/3/2021
4.016	Leadership/Team Building	1	2/22/2022
4.017	Communications	1	2/23/2022

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**COUNTY JUDGES AND COMMISSIONERS
ASSOCIATION OF TEXAS**

COMMISSIONERS COURT ADVANCED CURRICULUM TRANSCRIPT

4.018	Emergency Management	1	2/2/2021
4.019	Voting Machine Issues	0	
4.020	Negotiating Technology Contracts	0	
4.021	Strategic Planning	0	
4.022	Internet/Cyber Security	0	
4.023	Grantseeking	0	
4.024	Redistricting	0	
4.025	Tax Abatement and Economic Development Agreements	0	
4.026	Indigent Health Care	0	

CCAC Program Status			
	Required	Earned	Status
Phase I	1	1	Completed
Phase II	16	2	14.00 Credits Needed
Phase III	32	15	17.00 Credits Needed
	49	18	

**MINUTES OF THE COLORADO COUNTY
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_16. Examine and approve all accounts payable and budget amendments.

Motion by Commissioner Kubesch to approve all accounts payable and budget amendments; seconded by Commissioner Wessels; 5 ayes 0 nays; motion carried; it was so ordered.

(See Attachment)

**MINUTES OF THE COLORADO COUNTY
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09/26/2022--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND
TIME:08:15 AM CLAIMS FOR PAYMENT AS OF SEPT. 26, 2022

CYCLE: ALL PAGE 2
PREPARER:0004

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	CHARLES BRIGHT	235502	R	JURY DUTY DISTRICT COURT ON 9/19/22	12.00
	COLBY KENDRICK	235500	R	JURY DUTY DISTRICT COURT ON 9/19/22	12.00
	FAITH RIEHL	235492	R	GRAND JURY SERVICE ON 9/15/22	40.00
	GAY DOBBS	235511	R	JURY DUTY DISTRICT COURT ON 9/19/22	12.00
	GEORGE DONALSON	235487	R	GRAND JURY SERVICE ON 9/15/22	40.00
	HARLE & SCHEFF, PLLC	235541	A	CRT APPT ATTY/CAUSE#25896/CPS	150.00
	JAMES WILLMS	235503	R	JURY DUTY DISTRICT COURT ON 9/19/22	12.00
	JENNIE BROWN	235497	R	JURY DUTY DISTRICT COURT ON 9/19/22	12.00
	JESUS LLANOS	235494	R	GRAND JURY SERVICE ON 9/15/22	40.00
	KARLA MILLER	235498	R	JURY DUTY DISTRICT COURT ON 9/19/22	12.00
	KATRINA DANNHAUS PACKARD, P.C.	235545	A	CRT APPT ATTY/CAUSE#25,896/CPS	150.00
	KURT HINTON	235514	R	JURY DUTY DISTRICT COURT ON 9/19/22	12.00
	LONDON CROW	235508	R	JURY DUTY DISTRICT COURT ON 9/19/22	12.00
	LAVERNE MILNER	235499	R	JURY DUTY DISTRICT COURT ON 9/19/22	12.00
	MARY CLINE	235495	R	GRAND JURY SERVICE ON 9/15/22	40.00
	MIGUEL CASTILLO	235489	R	GRAND JURY SERVICE ON 9/15/22	40.00
	MITCHELL SMITHSON	235513	R	JURY DUTY DISTRICT COURT ON 9/19/22	12.00
	NICOLE PARET	235505	R	JURY DUTY DISTRICT COURT ON 9/19/22	12.00
	PATRICK LEMING, JR	235493	R	GRAND JURY SERVICE ON 9/15/22	40.00
	RONNY SUPAK	235501	R	JURY DUTY DISTRICT COURT ON 9/19/22	12.00
	RUDI BILLECK	235486	R	GRAND JURY SERVICE ON 9/15/22	40.00
	SEAN McCORKLE	235515	R	JURY DUTY DISTRICT COURT ON 9/19/22	12.00
	SHIRLEY CHASE	235488	R	GRAND JURY SERVICE ON 9/15/22	40.00
	SOUTH TEXAS FORENSIC PSYCHOLOGY	235555	A	COMPETENCY EVALUATION/#21-048	800.00
	STEFANI GERTSON	235518	R	JURY DUTY DISTRICT COURT ON 9/19/22	12.00
	STUART HORNE	235507	R	JURY DUTY DISTRICT COURT ON 9/19/22	12.00
	SYDNEY SABLATURA	235496	R	GRAND JURY SERVICE ON 9/15/22	40.00
	TIMOTHY SEIFERT	235491	R	GRAND JURY SERVICE ON 9/15/22	40.00
	VICTORINO MANRRIQUEZ	235510	R	JURY DUTY DISTRICT COURT ON 9/19/22	12.00
	WILLIAM STRUNK	235512	R	JURY DUTY DISTRICT COURT ON 9/19/22	12.00
	DEPARTMENT TOTAL				2,116.00
0450-DISTRICT CLERK					
	GREATAMERICA FINANCIAL SVCS	235583	A	DIST CLERK COPIER LEASE PMT	120.40
	SOUTHWEST FILING & STORAGE	235557	A	500 STRIP LABELS FOR TABS/INV#15907	157.34
	TIME WARNER CABLE ENTERPRISES LLC	235440	R	TRUCKED VOICE SERVICE	31.60
	DEPARTMENT TOTAL				309.34
0451-JUSTICE OF THE PEACE #1					
	DALE FRANCIS KREMLING	235427	R	JP#1 JURY DUTY ON 9-6-2022	12.00
	ERON LARA, JR	235426	R	JP#1 JURY DUTY ON 9-6-2022	12.00
	GARY WAYNE HALFMANN	235430	R	JP#1 JURY DUTY ON 9-6-2022	12.00
	JACQUELYN EASSON CRISMAN	235425	R	JP#1 JURY DUTY ON 9-6-2022	12.00
	KATHY JEAN GONZALES	235435	R	JP#1 JURY DUTY ON 9-6-2022	12.00
	KURT LOUIS KORENEK	235428	R	JP#1 JURY DUTY ON 9-6-2022	12.00
	LOUIS F. SODOLAK	235431	R	JP#1 JURY DUTY ON 9-6-2022	12.00
	NANCY E. KOEHL	235432	R	JP#1 JURY DUTY ON 9-6-2022	12.00
	PRESTIGE OFFICE PRODUCTS, LLC	235550	A	BOXES,TAPE,POST IT NOTES/INV#127412	83.09
	SALLY TATE	235434	R	JP#1 JURY DUTY ON 9-6-2022	12.00
	SUSAN ROSE GROSCHKE	235424	R	JP#1 JURY DUTY ON 9-6-2022	12.00
	TEXAS STATE UNIVERSITY	235562	A	FY23 JP 20 HR SEMINAR REG & LODGING	315.00
	TIFFANY LORENE-MAY MOORE	235429	R	JP#1 JURY DUTY ON 9-6-2022	12.00
	XZAVIEN JAMES RAGLIN, JR	235433	R	JP#1 JURY DUTY ON 9-6-2022	12.00
	DEPARTMENT TOTAL				542.09
0452-JUSTICE OF THE PEACE #2					
	BOE REEVES	235452	A	JP#2 MILEAGE 8/29-9/3/22	43.75
	DEPARTMENT TOTAL				43.75

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
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0453-JUSTICE OF THE PEACE #3
09/26/2022--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND
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CLAIMS FOR PAYMENT AS OF SEPT. 26, 2022
PREPARER:0004

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	TEXAS STATE UNIVERSITY	235482	A	FY23 JP 20HR SEMINAR/INV#63300	315.00
	TIME WARNER CABLE ENTERPRISES LLC	235446	R	TRUCKED VOICE SERVICE	31.60
	DEPARTMENT TOTAL				346.60
0454-JUSTICE OF THE PEACE #4	TIME WARNER CABLE ENTERPRISES LLC	235567	A	JP#4 PHONE & INTERNET	170.44
	DEPARTMENT TOTAL				170.44
0475-COUNTY ATTORNEY	FEDEX	235641	A	OVERNITE PACKAGE FOR MOYER CASE	50.27
	ODP BUSINESS SOLUTIONS	235650	A	DVDs/INV#261083638001	74.04
	POWERFUL PUBLICATIONS	235653	A	ANNUAL WEBSITE HOSTING/INV#1371	359.40
	TDCAA	235657	A	ELECTED PROS CONF REG/#209977	350.00
	TIME WARNER CABLE ENTERPRISES LLC	235445	R	TRUCKED VOICE SERVICE	63.22
	TRANSUNION RISK & ALTERNATIVE	235659	A	AUG PEOPLE SEARCHES/ACCT#3133931	75.00
	DEPARTMENT TOTAL				971.93
0495-COUNTY AUDITOR'S OFFICE.	TIME WARNER CABLE ENTERPRISES LLC	235442	R	TRUCKED VOICE SERVICE	31.60
	DEPARTMENT TOTAL				31.60
0497-COUNTY TREASURER	PRESTIGE OFFICE PRODUCTS, LLC	235473	A	4.000 WINDOW ENVELOPES/INV#127439	347.50
	PRESTIGE OFFICE PRODUCTS, LLC	235551	A	TONER CATRIDGE/INV#127472	135.40
	TEXAS ASSOCIATION OF COUNTIES	235559	A	'22 TX PUBLIC FUNDS INVEST CONF REG	160.00
	TIME WARNER CABLE ENTERPRISES LLC	235443	R	TRUCKED VOICE SERVICE	15.80
	DEPARTMENT TOTAL				658.70
0499-TAX ASSESSOR-COLLECTOR	TEXAS ASSOCIATION OF COUNTIES	235480	A	TAC CONF REGISTRATION/INV#328963	225.00
	TIME WARNER CABLE ENTERPRISES LLC	235441	R	TRUCKED VOICE SERVICE	31.60
	XEROX FINANCIAL SERVICES	235484	R	SEPT XEROX LEASE PYMT/INV#3478590	250.55
	DEPARTMENT TOTAL				507.15
0510-COURTHOUSE BUILDING	A-LINE AUTO PARTS	235573	A	5GAL 50:1 PREMIX/CUST#46398	90.00
	COLUMBUS PLUMBING & SERVICE, INC.	235625	A	2 BUBBLERS & 2 REGULATORS	600.00
	CONSTELLATION NEW ENERGY, INC.	235463	A	PROBATION ELECTRICITY TO 9-1-22	462.63
	CONSTELLATION NEW ENERGY, INC.	235464	A	RADIO TOWER ELECTRICITY TO 8-26-22	7.76
	CONSTELLATION NEW ENERGY, INC.	235529	A	CRTHSE ELECTRICITY TO 9/2/22	2,919.09
	CONSTELLATION NEW ENERGY, INC.	235530	A	AG BLDG ELECTRICITY TO 9/2/22	457.44
	CONSTELLATION NEW ENERGY, INC.	235531	A	MAINT/RMO ELECTRICITY TO 9/2/22	111.14
	CONSTELLATION NEW ENERGY, INC.	235532	A	ANNEX ELECTRICITY TO 9/2/22	1,238.52
	CONSTELLATION NEW ENERGY, INC.	235533	A	JP#3 ELECTRICITY TO 9/2/22	233.31
	CONSTELLATION NEW ENERGY, INC.	235534	A	SPRING STREETLIGHTS TO 9/2/22	16.99
	CONSTELLATION NEW ENERGY, INC.	235535	A	TRAVIS STREETLIGHTS TO 9/2/22	8.48
	GFL ENVIRONMENTAL	235436	R	JP#4 TRASH SVC/ACCT#AC003680	39.09
	GULF COAST PAPER CO., INC.	235540	A	2 CS SILVER TRASH BAGS/INV#2285306	50.88
	GULF COAST PAPER CO., INC.	235644	A	SCRUBBING PAD & CLEANING SUPPLIES	321.64
	GULF COAST PAPER CO., INC.	235645	A	ROLL TOWELS/INV#2288539	122.82
	TEXAS IRRIGATION & PIPE, INC.	235561	A	CHECKED VALVE/INV#30683	85.00
	DEPARTMENT TOTAL				6,764.79
0530-EMERGENCY MANAGEMENT	CHASE CARD SERVICES	235610	A	MICROSOFT 365 FOR EMC	75.76
	DEPARTMENT OF INFORMATION RESOURCES	235577	A	AUG T-1 LINE/INV#22080889N	467.38
	DEPARTMENT OF INFORMATION RESOURCES	235578	A	SEPT T-1 LINE/INV#22090889N	467.38
	DEPARTMENT TOTAL				1,010.52

**MINUTES OF THE COLORADO COUNTY
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0540-EMS DIRECTOR/AMBULANCE
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CYCLE: ALL
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PREPARER:0004

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	A L & M BUILDING SUPPLY	235604	A	(3) EXT CORDS/CUST#5135	162.97
	A L & M BUILDING SUPPLY	235673	A	RAIN JACKETS/CUST#5135	63.96
	CAPITAL ONE	235455	A	2 FLAGS & LIGHTS/TR#01162	122.82
	CAPITAL ONE	235608	A	SUPPLIES/TR#05663,05252,08244,04225	196.72
	CAVENDER FORD	235609	A	AMBULANCE REPAIRS/INV#208580,208579	605.63
	CHASE CARD SERVICES	235616	A	RUBBER DAMPERS FOR DRONE	29.00
	CHASE CARD SERVICES	235618	A	RAINCOATS FOR EMS	186.76
	CHASE CARD SERVICES	235619	A	EMS BACKGROUND CHECKS	9.46
	CHUCK BROWN FORD	235522	A	AMBULANCE REPAIRS/INV#189651	879.00
	CLIA LABORATORY PROGRAM	235523	A	EMS CERTIFICATE FEE 3-3-23T 3-2-25	180.00
	COLORADO COUNTY OIL CO., INC.	235459	A	500GAL DIESEL400GAL GAS/INV#460629	3,207.86
	COLORADO COUNTY OIL CO., INC.	235705	A	460GAL DIESEL 665 GAL GAS/INV461318	3,635.84
	CORI SMIDOVEC	235629	A	2022 UNIFORM STIPEND	75.06
	DSS DRIVING SAFETY SERVICES, LLC	235635	A	PREEMPLOYMT NON DOT D&A TESTS	525.00
	DSS DRIVING SAFETY SERVICES, LLC	235636	A	NON-DOT RANDOM DRUG TEST	65.00
	EMS MANAGEMENT & CONSULTANTS, INC.	235639	A	AUGUST BILL/INV#047238	47.72
	ESO SOLUTIONS INC	235640	A	CAD DATA INTERGRATION FOR REPORTS	1,995.00
	FRAZER, LTD	235538	A	PARTS FOR AMB REPAIRS/INV#86460	736.32
	GT DISTRIBUTORS, INC.	235539	A	50 EA GREY & GOLD BADGE PATCHES	279.50
	HENRY SCHEIN INC.	235544	A	AMB SUPPLIES/INV#25038943,25038908	177.70
	HENRY SCHEIN INC.	235646	A	AMBULANCE SUPPLIES/INV#25259238	79.55
	HUGHES NETWORK SYSTEMS, LLC	235481	R	FINAL PMT @ EL EMS/#GSC24870	7.29
	KEVIN SEIGLER	235648	A	AMBULANCE REPAIRS/INV#7445	1,099.80
	LINDE GAS & EQUIPMENT INC.	235472	A	OXYGEN/INV#30995635	518.18
	O'REILLY AUTO PARTS	235548	A	OIL/CUST#1269382	243.42
	O'REILLY AUTO PARTS	235549	A	FILTERS,BELTS & W BLDS/CUST#1269382	729.32
	O'REILLY AUTO PARTS	235588	A	BATTERIES&REPAIR MATLS/ACCT#1269382	252.54
	PRESTIGE OFFICE PRODUCTS, LLC	235656	A	BLACK TONER CARTRIGE/INV#127539	59.99
	QUADMED, INC.	235553	A	AMB SUPPLIES/INV#222302, 222380	465.36
	SCT BROADBAND	235476	R	INTERNET ACCESS @ MEDIC 5/ACCT#5847	75.00
	SCT BROADBAND	235477	R	INTERNET ACCESS @ MEDIC 3/ACCT#5845	75.00
	SYNCB/AMAZON	235591	A	RAM MOUNTS FOR EMS	101.88
	SYNCB/AMAZON	235594	A	DELL DOCKING STATION FOR EMS	239.40
	TIME WARNER CABLE ENTERPRISES LLC	235437	R	TRUNKED PHONE LINES FOR COVID	126.40
	TIME WARNER CABLE ENTERPRISES LLC	235566	A	EL EMS PHONE SERVICE	39.99
	TIME WARNER CABLE ENTERPRISES LLC	235569	A	FIBER INTERNET @ SVCS FACILITY	488.09
	DEPARTMENT TOTAL				17,782.53
0555-911 RURAL ADDRESSING					
	FSC, INC.	235581	A	REVIEW (4) SITE PLANS/INV#47220	1,400.00
	HILLAS	235469	A	3M TRANSFER TAPE/INV#IN-188674	93.09
	PRESTIGE OFFICE PRODUCTS, LLC	235552	A	BLACK TONER CATRIDGE/INV#127453	93.43
	SYNCB/AMAZON	235598	A	SUPPLIES FOR 911RA	48.93
	DEPARTMENT TOTAL				1,635.45
0560-COUNTY SHERIFF					
	A & L BODY SHOP	235451	A	REPAIRS TO 15 CHEV PU/INV#12370	304.00
	CDW GOVERNMENT	235674	A	(23) CAR INVERTERS/INV#CS54152	819.03
	CHASE CARD SERVICES	235617	A	CPR CERTIFICATION FOR DISPATCHERS	73.61
	COLORADO CO TAX ASSESSOR/COLLECTOR	235575	A	VEHICLE LICENSE RENEWAL/LP#1197454	7.50
	COLORADO CO TAX ASSESSOR/COLLECTOR	235624	A	VEHICLE RENEWAL/LP#1415621	7.50
	COLORADO COUNTY OIL CO., INC.	235524	A	775 GALS GAS/INV#460627	2,246.76
	COLORADO COUNTY OIL CO., INC.	235525	A	665 GALS GAS/INV#460948	1,982.50
	COLORADO COUNTY OIL CO., INC.	235622	A	850 GALS GAS/INV#461317	2,489.35
	D. CRAIG PEIKERT	235465	A	AUG IT BASE LOAD/INV#CC000074	1,600.00
	DSS DRIVING SAFETY SERVICES, LLC	235637	A	POST ACCIDENT DRUG & ALCOHOL TEST	100.00
	GT DISTRIBUTORS, INC.	235468	A	CAPTAIN BADGE/INV#0921245	93.07

**MINUTES OF THE COLORADO COUNTY
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DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	JUSTIN LINDEMANN	235647	A	PRIMER BULBINV#9067532	5.09
	O'REILLY AUTO PARTS	235651	A	STRIPE OFF CLEANER/CUST#1269383	74.26
	SCHNEIDER TIRE & LUBE LLC	235554	A	TIRE REPAIR/INV#43266	27.49
	SCHNEIDER TIRE & LUBE LLC	235665	A	STATE INSPECTION/INV#43358	7.00
	SCHNEIDER TIRE & LUBE LLC	235666	A	OIL CHANGE/INV#43346	53.98
	SCHNEIDER TIRE & LUBE LLC	235697	A	STATE INSPECTION/INV#43310	7.00
	SCHNEIDER TIRE & LUBE LLC	235698	A	OIL CHANGES/INV#43286, 43267	107.96
	SOUTH COAST TOWING & RECOVERY	235478	R	TOW WRECKED SO CRUISER #610 9-13-22	175.00
	SYNCB/AMAZON	235595	A	CAR CHARGERS FOR SHERIFF'S OFFICE	35.25
	SYNCB/AMAZON	235596	A	SUPPLIES FOR JAIL	60.80
	TIME WARNER CABLE ENTERPRISES LLC	235568	A	FIBER INTERNET @ SHERIFF'S OFFICE	1,078.09
	DEPARTMENT TOTAL				11,355.24
0565-OPERATION OF JAIL					
	A L & M BUILDING SUPPLY	235700	A	PAINT SUPPLIES/CUST#5134	166.85
	A-1 SHINER FIRE & SAFETY, INC.	235699	A	FIRE ALARM INSPECTION @ JAIL/#18036	923.85
	BRYAN RADIOLOGY ASSOCIATES	235521	A	INMATE LABS/8-26-22/BRA273821	7.75
	CAPITAL ONE	235456	A	BLEACH/TR#05932	66.24
	CAPITAL ONE	235457	A	PICTURE FRAME/TR#05932	5.00
	CHASE CARD SERVICES	235614	A	MANITOWOC ICE MACHINE FOR JAIL	3,275.75
	CHASE CARD SERVICES	235615	A	ICE FOR JAIL	104.00
	CLIFFORD SCHINDLER	235458	A	REIMB FOR FOOD HANDLERS CERTIFICATE	15.00
	CLINICAL SOLUTIONS PHARMACY	235676	A	AUG INMATE MEDICINE/INV#72553	23.37
	CLINICAL SOLUTIONS PHARMACY	235677	A	AUG INMATE MEDICINE/INV#72553	4.98
	CLINICAL SOLUTIONS PHARMACY	235678	A	AUG INMATE MEDICINE/INV#72553	1,979.77
	CLINICAL SOLUTIONS PHARMACY	235679	A	AUG INMATE MEDICINE/INV#72553	4.82
	CLINICAL SOLUTIONS PHARMACY	235680	A	AUG INMATE MEDICINE/INV#72553	10.55
	CLINICAL SOLUTIONS PHARMACY	235681	A	AUG INMATE MEDICINE/INV#72553	17.02
	CLINICAL SOLUTIONS PHARMACY	235682	A	AUG INMATE MEDICINE/INV#72553	25.77
	CLINICAL SOLUTIONS PHARMACY	235683	A	AUG INMATE MEDICINE/INV#72553	19.10
	CLINICAL SOLUTIONS PHARMACY	235684	A	AUG INMATE MEDICINE/INV#72553	16.37
	CLINICAL SOLUTIONS PHARMACY	235685	A	AUG INMATE MEDICINE/INV#72553	20.48
	CLINICAL SOLUTIONS PHARMACY	235686	A	AUG INMATE MEDICINE/INV#72553	30.29
	CLINICAL SOLUTIONS PHARMACY	235687	A	AUG INMATE MEDICINE/INV#72553	8.49
	CLINICAL SOLUTIONS PHARMACY	235688	A	AUG INMATE MEDICINE/INV#72553	36.12
	CLINICAL SOLUTIONS PHARMACY	235689	A	AUG INMATE MEDICINE/INV#72553	17.07
	CLINICAL SOLUTIONS PHARMACY	235690	A	AUG INMATE MEDICINE/INV#72553	17.89
	CLINICAL SOLUTIONS PHARMACY	235691	A	AUG INMATE MEDICINE/INV#72553	33.99
	CLINICAL SOLUTIONS PHARMACY	235692	A	AUG INMATE MEDICINE/INV#72553	111.10
	CLINICAL SOLUTIONS PHARMACY	235693	A	AUG INMATE MEDICINE/INV#72553	25.84
	CLINICAL SOLUTIONS PHARMACY	235694	A	AUG INMATE MEDICINE/INV#72553	11.41
	CLINICAL SOLUTIONS PHARMACY	235695	A	AUG INMATE MEDICINE/INV#72553	4.78
	CLINICAL SOLUTIONS PHARMACY	235696	A	AUG INMATE MEDICINE/INV#72553	56.28
	COLUMBUS PLUMBING & SERVICE, INC.	235626	A	REPAIR AT JAIL/INV#3451	203.15
	CONCORD MEDICAL GROUP, PLLC	235627	A	INMATE DR VISIT/8-31/#0109709898	81.24
	CONCORD MEDICAL GROUP, PLLC	235628	A	INMATE DR VISIT/8-26/#0109709621	81.24
	DONNIE TEMPLETON	235634	A	REIMB HOTEL & FOOD/PRISONER TRANSP	147.33
	DOUBLE "C" PEST CONTROL	235579	A	PEST CONTROL @ JAIL/INV#4930	60.00
	H.E. BUTT GROCERY COMPANY	235542	A	BREAD ORDER/#038579	12.58
	LABATT FOOD SERVICE	235471	A	WEEKLY FOOD ORDER/INV#09080159	2,825.78
	LABATT FOOD SERVICE	235546	A	WEEKLY FOOD ORDER/09190633,09190634	2,537.44
	LABATT FOOD SERVICE	235547	A	WEEKLY FOOD ORDER/09128525,09128526	1,974.76
	LABATT FOOD SERVICE	235585	A	WEEKLY FOOD ORDER/INV#09151320	2,665.84
	LABATT FOOD SERVICE	235701	A	WEEKLY FOOD ORDER/INV#09222182	2,186.47
	SKYLINE EQUIPMENT COMPANY, INC.	235702	A	REPAIRS TO JAIL DRYER/#PSMI008102	316.00
	SOUTHERN HEALTH PARTNERS, INC	235556	A	OCT INMATE MED SVCS/INV#BASE45313	9,843.90
	TEXAS A&M ENGINEERING EXT SVC	235558	A	(2) JAIL COURSES/INV#JH7285710	550.00

**MINUTES OF THE COLORADO COUNTY
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DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0621-R&B #1 TOTAL DISBURSEMNTS					
	C.S.R.M.	235576	A	LABOR & MATL TO MAKE SHAFT/INV20829	257.00
	GARWOOD LUMBER	235582	A	PAIR RUBBER BOOTS/INV#16236	95.99
	H & C CONSTRUCTION COMPANY, INC.	235707	A	26,790 GAL ASPHALT/INV#202243	123,779.20
	JOHN DEERE FINANCIAL	235586	A	PARTS/INV#1501378,1502282,1496741	328.32
	LARRY'S SUPER SERVICE	235587	A	(8) HAUL TRAILER TIRES/INV#114237	2,084.56
	UNIFIRST CORPORATION	235602	A	UNIFORMS/INV8150956959,8150957656	141.74
	DEPARTMENT TOTAL				126,686.81
	FUND TOTAL				126,686.81

09/26/2022--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0022 R&B PCT #2 CYCLE: ALL PAGE 9
 TIME:08:15 AM CLAIMS FOR PAYMENT AS OF SEPT. 26, 2022 PREPARER:0004

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0622-PCT #2 TOTAL DISBURSEMNTS					
	A-LINE AUTO PARTS	235571	A	CHEV TRUCK RADIATOR/ACCT#45775	179.12
	A-LINE AUTO PARTS	235572	A	CHEVY DRIVE AXLE/ACCT#45775	89.00
	A-LINE AUTO PARTS	235703	A	RADIATOR FOR CHEVY/ACCT#45775	11.42
	A-LINE AUTO PARTS	235704	A	THRMOSTAT FOR CHEVY/ACCT#45775	26.23
	CINTAS CORPORATION	235621	A	UNIFORMS/INV#4131397702,4132048998	249.84
	COLORADO COUNTY OIL CO., INC.	235671	A	1103 DIESEL & 386 GAS/INV#461391	5,254.70
	EDWARD J. SEIFERT OIL CO.	235706	A	12' HOSE FOR FUEL TANK/INV#65098	47.00
	H & C CONSTRUCTION COMPANY, INC.	235584	A	SEAL COATING ROADS/INV#202238	57,759.00
	M-G FARM SERVICE CENTER	235708	A	LUBRICANT FOR CHEVY/CUST#3310	7.47
	STAVINOKA TIRE PROS LLC	235479	A	TIRE REPAIR/INV#101114	18.45
	WICK'S WESTERN AUTO	235462	A	PARTS/INV#9303-63879	44.98
	DEPARTMENT TOTAL				63,687.21
	FUND TOTAL				63,687.21

09/26/2022--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0023 R&B PCT #3 CYCLE: ALL PAGE 10
 TIME:08:15 AM CLAIMS FOR PAYMENT AS OF SEPT. 26, 2022 PREPARER:0004

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0623-R&B #3 TOTAL DISBURSEMNTS					
	BARTEN CO. LLC	235605	A	132 YDS PIT RUN GRAVEL/INV#11835	1,980.00
	BERNARDO FARM & RANCH	235606	A	PLUMBING SUPPLIES/INV#13873	28.56
	CINTAS CORPORATION	235620	A	UNIFORMS/INV#4130694708,4131299197,	609.01
	CINTAS CORPORATION	235672	A	SHOP SUPPLIES/INV#4131970338	54.17
	LINDE GAS & EQUIPMENT INC.	235649	A	WELDING SUPPLIES/INV#31053601	123.94
	SYNCB/AMAZON	235592	A	OXYGEN/ACETALINE CART FOR PCT#3	222.31
	SYNCB/AMAZON	235593	A	SPARE TIRE TOOL KIT FOR PCT#3	28.99
	TRI-COUNTY PETROLEUM, INC.	235661	A	55 GAL 15W40 OIL/INV#104357	882.75
	TRI-COUNTY PETROLEUM, INC.	235662	A	1700GAL DIESEL700GAL GAS/INV#104454	8,763.30
	WALLER COUNTY ASPHALT, INC	235667	A	44.73 TONS COLD MIX/INV#23855	4,070.43
	DEPARTMENT TOTAL				16,763.46
	FUND TOTAL				16,763.46

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
September 26, 2022**

COLORADO COUNTY
 318 Spring St. - Room 104
 Columbus, Texas 78934
 (979) 732-9791

DISTRIBUTION
 White-Auditor
 Pink-Department

VENDOR (Name and Address) OMG National					PURCHASE ORDER No. <u>9847</u> Date <u>8</u> / <u>19</u> / <u>22</u> <small>Month Day Year</small>		
<small>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</small>							
<small>Approved by Auditor</small> 	<small>Fund</small> 15	<small>Dept.</small> 350	<small>Expense</small> 497	<small>Checked by Co. Treasurer</small>	<small>Date Paid</small>	<small>Registered/Check Number</small>	
<small>Quantity</small>	<small>DESCRIPTION</small> INVOICE # N1074057 PR supplies (pay from forfeiture fund)					<small>Unit Price</small>	<small>Amount</small> 1753.00
<input checked="" type="checkbox"/> Pay on Invoice Attached <input type="checkbox"/> Invoice to Be Mailed				COMBINATION FORM REQUISITION AND PURCHASE ORDER			

SHERIFF
Department

Signature

CONDITIONS AND INSTRUCTIONS

1. 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.
2. 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

COLORADO COUNTY, TEXAS									
SEPTEMBER 16TH THRU 30TH									
PAID ON SEPTEMBER 30, 2022									
	SALARIES	FICA	INSURANCE	TCDRS	TOTAL	ACCOUNTS PAYABLE CHECKS			
GENERAL FUND	289,312.24	21,407.54	52,359.20	37,954.39	401,033.37				
(DEDUCTIONS)		21,407.54	8,678.46	20,122.89					
RECORDS PRESERVATION	0.00	0.00	0.00	0.00	0.00	7473	TAC HEBP	164,091.70	
(DEDUCTIONS)		0.00	0.00	0.00		7474	AIREVAC	18.00	
						7475	MASA	1,116.00	
R&B PCT #1	13,412.00	982.56	3,029.95	1,765.11	19,189.62	7476	LINA	39.75	
(DEDUCTIONS)		982.56	500.79	936.04		7477	PIC	15.00	
R&B PCT #2	11,190.00	849.23	2,596.13	1,471.79	16,107.15				
(DEDUCTIONS)		849.23	33.49	780.51					
R&B PCT #3	14,883.75	1,062.22	3,462.47	1,964.65	21,373.09		TEXAS CSDU	807.50	
(DEDUCTIONS)		1,062.22	998.51	1,041.87			TEXAS LIFE	686.02	
							TRANSAMERCIA	246.62	
							NACO	465.00	
R&B PCT #4	13,191.05	972.40	3,024.79	1,741.22	18,929.46		AFLAC	5,380.43	
(DEDUCTIONS)		972.40	373.52	923.38			TCDRS	142,481.60	
							FED'L RESERVE BANK	77,820.48	
							DENTAL SELECT	144.92	
CO ATTY FORFEITURE	167.50	12.76	0.00	22.12	202.38		GLOBAL LIFE	683.37	
(DEDUCTIONS)		12.76	0.00	11.73			VOYA	917.50	
							GYM MEMBERSHIP	535.92	
ELECTIONS CONTRACT	0.00	0.00	0.00	0.00	0.00				
(DEDUCTIONS)		0.00	0.00	0.00					
SECURITY FUND	3,272.50	186.18	0.00	321.26	3,779.94				
(DEDUCTIONS)		186.18	0.00	170.36					
							Social Security	41,402.98	
HOT CHECK FUND	0.00	0.00	0.00	0.00	0.00		Medicare Tax	9,682.92	
(DEDUCTIONS)		0.00	0.00	0.00				51,085.90	
							FED W/H	26,734.58	
								77,820.48	
CO. ATTY. SUPPLEMENTAL	921.50	70.06	0.00	121.65	1,113.21				
(DEDUCTIONS)		70.06	0.00	69.11					
							64,906.11		
							64,906.10		
							129,812.21	EMPLOYER	93,106.55
TOTALS	346,350.54	25,542.95	64,472.54	45,362.19	481,728.22		10,868.84	EMPLOYEE	49,375.05
		25,542.95	10,584.77	24,055.89			10,868.84	TCDRS	142,481.60
		51,085.90	75,057.31	69,418.08			151,549.89		
							CAD	6,125.58	
							GWD	3,443.80	
							COBRA	1,721.11	
							RETIREE	1,251.32	
							TAC INS.	164,091.70	

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
September 26, 2022

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
September 26, 2022**

**ORDER TO AMEND THE 2022 BUDGET
AS OF SEPTEMBER 26, 2022**

Due to unusual and unforeseen circumstances, the Commissioners' Court declares an emergency and grave public necessity to amend the 2022 Budget by transferring from one line item to another line item the following:

09/26/2022		LISTING OF BUDGET ADJUSTMENTS					PAGE 1
TIME:07:57 AM							PREPARER:0004
TRANSACTION NUMBER	TYPE OF ADJUSTMENT	EFFECTIVE DATE	ENTRY DATE	EMPL NUMBER	ACCOUNT NUMBER AND TITLE	ADJUSTMENT AMOUNT	
0000039249	CURRENT	09/26/2022	09/26/2022	004	12-100-302 DONATIONS/COUNTY WIDE	3,000.00	
0000039250	CURRENT	09/26/2022	09/26/2022	004	12-100-310 INTEREST INCOME	100,000.00	
0000039251	CURRENT	09/26/2022	09/26/2022	004	12-100-313 INMATE PHONE COMMISSIONS	10,000.00	
0000039253	CURRENT	09/26/2022	09/26/2022	004	12-100-320 SALES TAX	400,000.00	
0000039254	CURRENT	09/26/2022	09/26/2022	004	12-100-395 MISCELLANEOUS	40,000.00	
0000039255	CURRENT	09/26/2022	09/26/2022	004	12-401-420 COMMUNICATIONS EXPENSE	2,500.00	
0000039256	CURRENT	09/26/2022	09/26/2022	004	12-410-454 VAN MAINTENANCE	1,500.00	
0000039258	CURRENT	09/26/2022	09/26/2022	004	12-435-419 PROF SVCS-NON SPECIFIED	2,500.00	
0000039259	CURRENT	09/26/2022	09/26/2022	004	12-435-479 INTERPRETORS	2,500.00	
0000039261	CURRENT	09/26/2022	09/26/2022	004	12-475-109 SALARY, LONGEVITY	1,800.00	
0000039262	CURRENT	09/26/2022	09/26/2022	004	12-495-310 SUPPLIES/EQUIPMENT UNDER \$500	250.00	
0000039263	CURRENT	09/26/2022	09/26/2022	004	12-495-420 COMMUNICATIONS EXPENSE	250.00	
0000039264	CURRENT	09/26/2022	09/26/2022	004	12-499-427 CONFERENCE/SEMINARS/DUES	1,250.00	
0000039265	CURRENT	09/26/2022	09/26/2022	004	12-540-532 EQUIPMENT OVER \$500	60,000.00	
0000039266	CURRENT	09/26/2022	09/26/2022	004	12-540-575 MOTOR VEHICLE	210,000.00	
0000039267	CURRENT	09/26/2022	09/26/2022	004	12-555-152 RETIREMENT	4,300.00	
0000039268	CURRENT	09/26/2022	09/26/2022	004	12-560-452 SOFTWARE/LICENSE SERVICES	20,000.00	
0000039269	CURRENT	09/26/2022	09/26/2022	004	12-560-532 EQUIPMENT OVER \$500	55,000.00	
0000039270	CURRENT	09/26/2022	09/26/2022	004	12-499-427 CONFERENCE/SEMINARS/DUES	1,250.00	
0000039271	CURRENT	09/26/2022	09/26/2022	004	12-565-417 REQUIRED TESTING & DRUG TESTING	1,500.00	
0000039272	CURRENT	09/26/2022	09/26/2022	004	12-565-440 UTILITIES	1,500.00	
0000039273	CURRENT	09/26/2022	09/26/2022	004	12-585-452 SOFTWARE/LICENSE SERVICES	25,000.00	
0000039274	CURRENT	09/26/2022	09/26/2022	004	12-640-445 AUTOPSIES	4,000.00	
0000039275	CURRENT	09/26/2022	09/26/2022	004	12-695-431 PUBLISHING & SUBSCRIPTION	650.00	
0000039276	CURRENT	09/26/2022	09/26/2022	004	12-695-574 CONTINGENCIES	125,000.00	
0000039277	CURRENT	09/26/2022	09/26/2022	004	12-695-945 TRANSFER TO LOOSE FUND	22,000.00	
0000039278	CURRENT	09/26/2022	09/26/2022	004	12-499-427 CONFERENCE/SEMINARS/DUES	1,250.00	
0000039279	CURRENT	09/26/2022	09/26/2022	004	21-100-310 INTEREST INCOME	16,000.00	
0000039280	CURRENT	09/26/2022	09/26/2022	004	21-621-354 BATTERIES, TIRES & TUBES	2,000.00	
0000039281	CURRENT	09/26/2022	09/26/2022	004	21-621-497 MISCELLANEOUS	1,500.00	
0000039282	CURRENT	09/26/2022	09/26/2022	004	21-621-330 FUEL & LUBRICANTS	16,000.00	
0000039283	CURRENT	09/26/2022	09/26/2022	004	21-621-456 MACHINE HIRE	2,500.00	
0000039284	CURRENT	09/26/2022	09/26/2022	004	21-621-483 AUTO LIABILITY INSURANCE	1,000.00	
0000039285	CURRENT	09/26/2022	09/26/2022	004	22-100-310 INTEREST INCOME	10,000.00	
0000039286	CURRENT	09/26/2022	09/26/2022	004	22-622-402 ENGINEERING & SURVEYING	1,000.00	
0000039287	CURRENT	09/26/2022	09/26/2022	004	22-622-350 R&B MATERIALS	10,000.00	
0000039288	CURRENT	09/26/2022	09/26/2022	004	22-622-497 MISCELLANEOUS	1,000.00	
0000039289	CURRENT	09/26/2022	09/26/2022	004	23-100-310 INTEREST INCOME	16,500.00	
0000039290	CURRENT	09/26/2022	09/26/2022	004	23-623-440 UTILITIES	1,500.00	
0000039291	CURRENT	09/26/2022	09/26/2022	004	23-623-483 AUTO LIABILITY INSURANCE	1,000.00	
0000039292	CURRENT	09/26/2022	09/26/2022	004	23-623-497 MISCELLANEOUS	500.00	
0000039293	CURRENT	09/26/2022	09/26/2022	004	23-623-350 ROAD & BRIDGE MATERIALS	13,000.00	
0000039294	CURRENT	09/26/2022	09/26/2022	004	23-623-356 HAND TOOLS & EQUIPMENT	500.00	
0000039295	CURRENT	09/26/2022	09/26/2022	004	24-100-310 INTEREST INCOME	15,000.00	
0000039296	CURRENT	09/26/2022	09/26/2022	004	24-624-356 HAND TOOLS & EQUIPMENT	500.00	
0000039297	CURRENT	09/26/2022	09/26/2022	004	24-624-440 UTILITIES	1,500.00	
0000039298	CURRENT	09/26/2022	09/26/2022	004	24-624-497 MISCELLANEOUS	2,000.00	
0000039299	CURRENT	09/26/2022	09/26/2022	004	24-624-330 FUEL & LUBRICANTS	11,000.00	

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
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- _17. Announcements (without discussion and no action) by elected officials/department heads. (Types of Announcements: Events, Road Conditions, Weather Occurrences, Important Dates, Vacancies in Offices or Positions, Accomplishments of Individuals, and Notices)

Commissioner Gertson stated he's looking forward to eighty-degree highs. Stay vigilant on the tropics. We must keep our guard up.

- _18. 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.

- _19. Adjourn.

**Motion by Judge Prause to adjourn at 11:48 A.M.; seconded by Commissioner Wessels;
5 ayes 0 nays; motion carried; it was so ordered.**

An audio recording of this meeting of September 26, 2022 is available in the County Clerk's Office.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
September 26, 2022**

Minutes were taken and prepared by Kimberly Menke, County Clerk on the 26th day of September 2022 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 26th day of September 2022.

Given under my hand and official seal of office this date September 26, 2022.

