#### COLORADO COUNTY COMMISSIONERS COURT NOTICE OF OPEN MEETING

DATE OF MEETING: BUILDING: STREET LOCATION: CITY OF LOCATION: October 15, 2024 – 9:00 A.M. Colorado County Courthouse, County Courtroom 400 Spring Street Columbus, Texas 78934

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 and may use a telephone conference call, video conference call, or communications over the Internet to conduct a public consultation with its attorney in an open meeting of the governmental body or a private consultation with its attorney in a closed meeting of the governmental body. Immediately before any closed meeting, the specific section or sections of Government Code, Chapter 551, which provides statutory authority, will be announced.

On this the 15th day of October 2024, 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 Ryan Brandt 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

The Honorable Kimberly Menke, County Clerk was unable to attend.

The County Judge Ty Prause called the meeting to order at 9:07 A.M.

#### COMMISSIONER'S COURT REGULAR MEETING

#### October 15, 2024

DELIBERATE AND CONSIDER ACTION ON THE FOLLOWING ITEMS:

\_\_\_1. Pledge of Allegiance to the American Flag and the Texas Flag.

Judge Prause led the Pledge of Allegiance to the American Flag and the Texas Flag.

\_\_\_2. Agenda as posted.

Motion by Commissioner Wessels to approve the agenda as posted; seconded by Commissioner Neuendorff; 5 ayes 0 nays; motion carried; it was so ordered. (See Attachment)

# COMMISSIONER'S COURT REGULAR MEETING

October 15, 2024

FILED FOR RECORD COLORADO COUNTY, TX

2024 OCT 10 PM 3: 30

KIMBERLY MENKE N COUNTY CLERK

COLORADO COUNTY COMMISSIONERS COURT NOTICE OF OPEN MEETING

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DELIBERATE AND CONSIDER ACTION ON THE FOLLOWING ITEMS:

- 1. Pledge of Allegiance to the American Flag and the Texas Flag.
- \_\_\_2. Agenda as posted.
- \_\_3. Public comments.
- \_\_\_4. Minutes for Regular Meetings for September 2024.
- \_5. Request to use the Courthouse Grounds for the following events:
  - a. Columbus Chamber of Commerce Lighted Christmas Parade, December 3, 2024.
  - b. Columbus Chamber of Commerce Ladies Night Out, December 4-5, 2024. (Neuendorff)
- \_\_6. Melinda Zajicek, unopposed nominee for Colorado County Tax Assessor-Collector, request to attend the 42<sup>nd</sup> Annual V.G. Young School for County Tax Assessor-Collectors, November 19-21, 2024.
- \_\_\_7. Adoption of Jury Selection Plan for Colorado County in accordance with Texas Government Code Chapter 62. (Harmon)
- \_\_8. DRG Architects present evaluations and proposals received from bid advertisements for jail repairs, security system, and fire alarm system. (Lowrance)
- \_\_\_9. Rank proposals and determine 'best value' proposals for jail improvement packages based on architect's recommendations. (Lowrance)
- \_10. Accept best value proposals and instruct architect to prepare contract documents for County Attorney review and County Judge signature. (Lowrance)

#### COMMISSIONER'S COURT REGULAR MEETING

October 15, 2024

- \_11. Budget amendment and authorization to purchase an EMS squad vehicle in the amount of \$50,000.00, increasing ambulance fee revenue and motor vehicle expenditures by the same amount. (Furrh/Perales)
- \_12. Discuss A&K Railroad Materials, Inc.'s application for a Foreign Trade Zone (FTZ) designation of their site located at 1000 Carter Walker Road, Eagle Lake, Texas 77434, and consider their request for letter of support from Colorado County for inclusion in the service area of Calhoun-Victoria Foreign-Trade Zone, Inc. FTZ No. 155, and letter of non-objection to the application.
- 13. Release of Superheavy or Oversize Permit Bond No. K41780745 posted by Irby Construction Company for project on County Road 111, Precinct No. 1. (Wessels)
- \_14. Application submitted by S&S Irrigation, Inc. to install a sewer line in the county right-of-way of 1036 Yett Road, Precinct No. 4. (Gertson)
- 15. Designation of Representatives for Houston-Galveston Area Council 2025 General Assembly and Board of Directors. (Prause)
- \_16. Grant for Routine Airport Maintenance Program FY2025 for Robert R. Wells Jr. Airport between Texas Department of Transportation and Colorado County. (Lowrance)
- \_17. Resolution authorizing the submittal of a grant application for FY2025 Indigent Defense Formula Grant Program with the Texas Indigent Defense Commission. (Lowrance)
- \_18. Fifth Contract Renewal with Appriss Insights, LLC, to provide the Statewide Automated Victim Notification Service (SAVNS). (Lowrance)
- \_19. Statewide Automated Victim Notification Service (SAVNS) Maintenance Grant Contract with the Office of the Attorney General for SAVNS grant program funding for FY2025. (Lowrance)
- \_20. Renewal Reimbursement Contracts for Department of Family & Protective Services Title IV-E (Legal and Child Welfare Financial). (Lowrance)
- \_21. Examine and approve all accounts payable, budget amendments and new ledger accounts (if any).
- \_22. 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)
- \_23. Commissioners Court Members sign all documents and papers acted upon or approved.
- \_24. Adjourn.

CERTIFICATION

/ NAME: Ty Prause TITLE: Colorado County Judge SIGNATURE OF CERTIFYING OFFICIAL: DATE: October 10, 2024 TELEPHONE NUMBER: (979) 732-2604 FAX NUMBER: (979) 732-9389

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

#### COMMISSIONER'S COURT REGULAR MEETING

#### October 15, 2024

3. Public comments.

None at this time.

\_\_\_4. Minutes for Regular Meetings for September 2024.

Motion by Commissioner Gertson to approve minutes for Regular Meetings for September 2024; seconded by Commissioner Neuendorff; 5 ayes 0 nays; motion carried; it was so ordered.

- \_5. Request to use the Courthouse Grounds for the following events:
   a. Columbus Chamber of Commerce Lighted Christmas Parade, December 3, 2024.
  - b. Columbus Chamber of Commerce Ladies Night Out, December 4-5, 2024. (Neuendorff)

Commissioner Neuendorff explained the Chamber was requesting from 6:00 P.M. to 9:00 P.M. on December 3 for the Lighted Christmas Parade. The Chamber would also like to have the use of the grounds on December 4 from 12:00 P.M. to 5:00 P.M. and 7 A.M. to 9:00 P.M. on December 5 for Ladies Night Out. Motion by Commissioner Neuendorff to approve a request to use the Courthouse Grounds for the following events: Columbus Chamber of Commerce Lighted Christmas Parade, December 3, 2024 and Columbus Chamber of Commerce Ladies Night Out, December 4-5, 2024; seconded by Commissioner Wessels; 5 ayes 0 nays; motion carried; it was so ordered.

(See Attachments)

# COMMISSIONER'S COURT REGULAR MEETING

October 15, 2024

## COLORADO COUNTY COURTHOUSE GROUNDS

Request for events on the Colorado County Courthouse Grounds

Contact: Ty Prause, County Judge 979/732-2604 - 979/732-9389 (Fax)

Instructions: Please complete the entire application. Incomplete applications will not be considered. If you have any questions, please contact Judge Ty Prause at 979/732-2604.

١.	Lighted Chr	istmas Parade	)			
2.	Courthouse area requested (circle one) Sidewalks/Driveway Grounds					
3.	Date and time requested:	requested: <u>Tuesday, December 3, 2024 6:00 pm to 9:00 pm</u> ganization: <u>Columbus Chamber of Commerce</u> Sponsor : <u>Commissioner Keith Neuendorff</u> approval of all events at the Colorado County Courthouse. Must be the County Judge, County of Precinct 1, 2, 3 or 4. Applications are considered incomplete without a letter of sponsorship from tial Sponsor.) (s): <u>Shelley Janik</u> <u>425 Spring Street, Columbus, Texas 78934</u> <u>979-732-8385</u> Cell No: <u>979-421-0668</u> FaxNo: <u>n/a</u>				
4.	Sponsoring Organization:	Columbus	Chamber of Commerce			
5.		events at the Cold	prado County Courthouse. Must be the County Judge, County			
6.	Contact Name(s):	Shelley Ja	nik			
7.	Address:	425 Spring	g Street, Columbus, Texas 78934			
8.	Phone No:	979-732-8385	Cell No: <u>979-421-0668</u> FaxNo: <u>n/a</u>			
9.	Email Address:	info@colur	nbustexas.org			
11.	To host the Lighted Chr	istmas Parade	and the tree lighting on the Square. There will be hot			

- 12. Description of any large banners, signs, etc. (Nothing may be attached to any structure on the grounds or buildings.) Are handouts included? (Circle one) Yet No
- 13. Time schedule for program. Please be specific and provide copy or draft program. Set Up Time <u>4 pm</u> Start Time <u>6 pm</u> End Time <u>9 pm</u>
- 14. Colorado County Commissioners Court will not provide chains, microphone or speakers.

#### COMMISSIONER'S COURT REGULAR MEETING

October 15, 2024

15. Please list all equipment, including electrical power requirements, provided by event holder to be used during event. Darrel Appelt will set up in the corner pocket park at Walnut and Travis Street and will provide speaker system, extension cords, etc.

16. Number of persons expected to attend 300-400 (Participants) parade - 50 entries

17. Is the sponsoring organization tax exempt? Yes No

Federal ID Number: 74-2896231 (If exempt, you and participants must include proof of tax exempt status in order to get refund)

I/We have read the Colorado County Courthouse Policy for Use of the Courthouse Grounds and agree to comply with this policy. I/We understand that all events are subject to <u>cancellation</u>. I/We also understand that, in the event of rain, the Colorado County Commissioners Court cannot provide electricity and that the Colorado County Commissioners Court cannot provide electricity and that the Colorado County Commissioners Court cannot provide electricity and that the Colorado County Commissioners Court shall prohibit a tent from being placed on the grounds. In addition, I/We understand that I/We am/are responsible for any damages to the building or grounds as a result of my/our event.

uthorized signature of re esentative for event

Authorized signature of representative for event

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Deposit

Federal ID#, Tax#, or SS# with a Personal check required for refund

Colorado County Commissioners Court will determine amount of Deposit when application is received.

10-15-24

Date

Date

# COMMISSIONER'S COURT REGULAR MEETING

October 15, 2024

## COLORADO COUNTY COURTHOUSE GROUNDS

Request for events on the Colorado County Courthouse Grounds

Contact: Ty Prause, County Judge 979/732-2604 - 979/732-9389 (Fax)

Instructions: Please complete the entire application. Incomplete applications will not be considered. If you have any questions, please contact Judge Ty Prause at 979/732-2604.

1.	Ladies Name:	Night Out 2024				
2.	Courthouse area requested (o	circle one) Sidewalks/Driveway Grounds				
3.	Date and time requested:	Wednesday, December 4, 2024 Noon - 5pm and Thursday, December 5, 2024 7:00 am to 9:00 pm				
4.	Sponsoring Organization:	Columbus Chamber of Commerce				
5.	County Official Sponsor : <u>Commissioner Keith Neuendorff</u> (Required for approval of all events at the Colorado County Courthouse. Must be the County Judge, County Commissioners of Precinct 1, 2, 3 or 4. Applications are considered incomplete without a letter of sponsorship from the County Official Sponsor.)					
6.	Contact Name(s):	Shelley Janik				
7.	Address:	425 Spring Street, Columbus, Texas 78934				
8.	Phone No:	979-732-8385 Cell No: 979-421-0668 FaxNo: n/a				
9.	Email Address:	info@columbustexas.org				

11. Purpose of Event. Attach additional page if necessary.

To host the annual Ladies Night Out event. On Wednesday we will be marking off vendor spaces on the square There will be around 25 vendor spaces mainly on the west side of the courthouse. Thursday beginning at 9 am vendors will be setting up. The purpose of the event is to promote local businesses and at the same time allow patrons to shop, sample wines, enjoy good food, fun and fellowship. This is the biggest shopping day of the year for our merchants.

12.	Description of any large banners, signs, etc. (Nothing may be attached to any structure on the grounds o
	buildings.) Are handouts included? (Circle one) Yes No

13.	Time schedule	for program.	Please be specific and provide co	opy or draft program.
	Set Up Time	9 am	Start Time 3 pm	End Time 9 pm

14. Colorado County Commissioners Court will not provide chains, microphone or speakers.

# COMMISSIONER'S COURT REGULAR MEETING

October 15, 2024

15. Please list all equipment, including electrical power requirements, provided by event holder to be used during event. See bottom of page

16. Number of persons expected to attend <u>1200-1500</u> (Participants) vendors 20-25

17. Is the sponsoring organization tax exempt? Yes No

Federal ID Number: <u>74-2896231</u> (If exempt, you and participants must include proof of tax exempt status in order to get refund)

I/We have read the Colorado County Courthouse Policy for Use of the Courthouse Grounds and agree to comply with this policy. I/We understand that all events are subject to <u>cancellation</u>. I/We also understand that, in the event of rain, the Colorado County Commissioners Court cannot provide electricity and that the Colorado County Commissioners Court cannot provide electricity and that the Colorado County Commissioners Court cannot provide electricity and that the Colorado County Commissioners Court shall prohibit a tent from being placed on the grounds. In addition, I/We understand that I/We am/are responsible for any damages to the building or grounds as a result of my/our event.

Authorized signatur, of repre ntative for event

Authorized signature of representative for event

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Deposit

Federal ID#, Tax#, or SS# with a Personal check required for refund

Colorado County Commissioners Court will determine amount of Deposit when application is received.

10-15-34

15. The Chamber will furnish electrical hubs and extension cords as needed for lighting for the Vendors on the square. We will need access to the county's electrical outlets as needed. The Chamber will also furnish tower lights as needed to light the area around the square.

Date

Date

#### COMMISSIONER'S COURT REGULAR MEETING

#### October 15, 2024

\_6. Melinda Zajicek, unopposed nominee for Colorado County Tax Assessor-Collector, request to attend the 42<sup>nd</sup> Annual V.G. Young School for County Tax Assessor-Collectors, November 19-21, 2024.

Melinda Zajicek was present to seek the court's approval to attend the 42<sup>nd</sup> Annual V.G. Young School for County Tax Assessor-Collectors in November. She explained that it would be both a benefit to herself and to the county when she takes the position in January. Judge Prause stated he felt it would make for a smooth transition and appreciated her willingness to learn.

Motion by Judge Prause to approve a request by Melinda Zajicek, unopposed nominee for Colorado County Tax Assessor-Collector, to attend the 42<sup>nd</sup> Annual V.G. Young School for County Tax Assessor-Collectors, November 19-21, 2024; seconded by Commissioner Gertson; 5 ayes 0 nays; motion carried; it was so ordered.

(See Attachment)

#### COMMISSIONER'S COURT REGULAR MEETING

October 15, 2024



TEXAS ASSOCIATION of COUNTIES

# 42nd Annual V.G. Young School for County Tax Assessor-Collectors

November 19, 2024 - November 21, 2024 multi-day

() 09:00 AM - 05:00 PM

Embassy Suites by Hilton San Marcos Hotel
 Conference Center
 1001 E. McCarty Ln.
 San Marcos, TX 78666

Contact the V.G. Young Institute of County Government at (979) 845-4572.

Registration

OVERVIEW

We invite county tax assessor-collectors and their staff members to expand their knowledge with accurate, timely information from well-respected speakers. The V.G. Young Institute is excited to work with the TACA board and its members to plan this event to meet the needs of all 254 counties.

Registration begins Aug. 14 at 9 a.m. Early registration ends Oct. 18, so be sure to take advantage!

# **Registration Fees**

Full conference registration includes all education sessions, meals and breaks.

DESCRIPTION	Registration by Oct. 18	Late Registration After Oct. 18	
Member Registration	\$275	\$300	

# MINUTES OF THE COLORADO COUNTY COMMISSIONER'S COURT REGULAR MEETING October 15, 2024

DESCRIPTION	Registration by Oct. 18	Late Registration After Oct. 18		
Non-Member Registration	\$275	\$300		
One-Day Registration	\$175	\$300		

### Advanced Course

This year, the advanced certification course will be on Tuesday before the start of the conference. Check the agenda for times. The topic of this year's session is lawmaking. This class is required for PCAC and PDAC advanced designations.

Fee for the advanced course registration is \$75.

### Vendor Reception

Stop by the vendor reception Tuesday evening and thank our vendors and sponsors for their continued support.

### **Bingo!**

Bingo will take place Tuesday evening. Get your "Bingo!" voice ready. It's sure to be a fun night with great prizes.

### Tax Assessor-Collector of the Year Lunch

Join us Wednesday for the presentation of the Tax Assessor-Collector of the Year award.

One ticket for the Tax Assessor-Collector of the Year luncheon is included with conference registration. Additional guest tickets are \$50.

# Vendor and Sponsor Information

Contact Becky Frost for vendor registration.

Make checks payable to the Texas Association of Counties. Mail checks to: Tax Assessor-Collectors Association of Texas, c/o Texas Association of Counties, P.O. Box 2131, Austin, TX 78768. For more information, please contact: Amy Lawson in the TAC Education and Event Services department at (800) 456-5974.

#### COMMISSIONER'S COURT REGULAR MEETING

October 15, 2024

# Your upcoming stay

**48 days until your stay** Confirmation number: 27603946

You are on your way to earning **4770 points** with this stay.

# **Key information**

#### **Cancellation policy**

#### V

Canceling your reservation before 4:00 PM (local hotel time) on Sunday, 17 November, 2024 will result in no charge. Canceling your reservation between 4:00 PM (local hotel time) on 17 November, 2024 and 4:00 PM (local hotel time) on 18 November, 2024 will result in a charge for the first night per room to your credit card or other guaranteed payment method.

#### Check-in age policy

Guest must be at least 21 years of age or older in order to check in with this reservation.

#### Pet policy

At Holiday Inn San Marcos Convention Center, pets are welcome! Small pets under 25 pounds are accepted with a non

# Holiday Inn San Marcos-Convention CTR

105 Bintu Drive, San Marcos, Texas, United States Reservations: <u>1-888-465-4329</u>

Front Desk: 1-512-805-1000

Check in 3 pm / Check out 11 am

Dates

Nov 18, 2024 - Nov 21, 2024 Check in 3 pm

Reservation

1 room, 1 guest

### COMMISSIONER'S COURT REGULAR MEETING

#### October 15, 2024

Rate <b>()</b>	School for County Ta
Estimated points earned	<u>4,770 pts</u> ~
Total	548.55 USD

Show full receipt



# Earn IHG statement credit

Earn up to \$300 in IHG statement credits + 65,000 bonus points

**APPLY NOW** 

USD dollar fee will apply daily after the 7th night.

#### **Parking information**

Comp. parking is provided to registered guests and individuals attending functions in our banquet facilities or The SPRINGS Pavilion Center. Parking of trailers, buses or large vehicles may be done on the public street adjacent to the hotel.

# Description of taxes and additional charges

15% per night not included in rate effective 18 November, 2024 thru 21 November, 2024

# Manage your reservation

#### **Please Note**

As exchange rates may fluctuate from the time a reservation is made until the actual stay, the confirmed rate is guaranteed in the hotel's base currency.

\* As taxes and additional charges may

Duplicate Reservation

# Complete your

# COMMISSIONER'S COURT REGULAR MEETING

#### October 15, 2024

includes Room rate, Extra person charges, additional charges, Total tax and Total hotel charges. Additional charges are hotel-specific. Other hotel-specific charges may also apply. Check with hotel for details.

Carrying a weapon on these premises is prohibited.

Only the reservation as entered into and confirmed by our system will be honored. Any written or printed confirmation that has been altered may be rejected by the hotel.

#### COMMISSIONER'S COURT REGULAR MEETING

#### October 15, 2024

\_\_\_7. Adoption of Jury Selection Plan for Colorado County in accordance with Texas Government Code Chapter 62. (Harmon)

Motion by Judge Prause to approve the adoption of Jury Selection Plan for Colorado County

in accordance with Texas Government Code Chapter 62; seconded by Commissioner

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

(See Attachment)

#### COMMISSIONER'S COURT REGULAR MEETING

October 15, 2024

# JURY SELECTION PLAN COLORADO COUNTY

#### STATUTORY AUTHORITY

This plan shall be in compliance with all portions of Chapter 62 of the Government Code, Vernon's Texas Code Annotated.

#### SOURCE OF NAMES

As stated in Section 62.001 of the Government Code, the source from which the jury wheel shall be constituted, is the names of all persons on the current voter registration lists from all the precincts in Colorado County, Texas and the names of all citizens of the County who hold a valid Texas driver's license, and the citizens who hold valid person identification card or certificate issued by the Texas Department of Public Safety, as soon as such information is available from the Secretary of State; provided, however, that the names of persons listed on a register of persons exempt from jury service may not be placed in the jury wheel as provided in the Government code 62.108 and 62.109.

#### METHOD

Persons called for jury service shall be selected at random with the aid of electronic equipment in a fair, impartial and objective manner from the source of names required by Section 62.001 of the Government Code, taking into consideration those persons exempt from jury service as provided by Section 62.108 and 62.109 of the Government Code.

#### **OFFICIAL IN CHARGE**

The Clerk of the District Courts or an employee of the District Clerk's office in Colorado County, Texas is designated as the official to be in charge of the selection process for the District Courts and Justice Courts and shall have the duties and authority set forth herein.

#### DATE OF RECONSTITUTION OF JURY SERVICE

At a time each year, on or before December 31<sup>st</sup>, the jury source shall be reconstituted from the certified list provided by the Secretary of State under the provisions of Section 62.001 of the Government Code.

# COMMISSIONER'S COURT REGULAR MEETING

October 15, 2024

#### NOTICE OF JURY SERVICE

The Judges of the District, County and Justice Courts shall provide in a timely manner to the District Clerk information regarding the required jury panels for the respective courts.

A true and complete written list showing the names and addresses of the persons summoned to begin jury service on a particular date shall be kept by the District Clerk until said list has been used.

The District Clerk shall summons by first class mail all persons so listed to be called for jury service on such date at least ten (10) days prior to the date such persons are to begin jury service. The Clerk shall supply the computerized summon forms which shall be addressed to all persons selected.

Any authority or duty assigned to the District Clerk herein may be delegated to a deputy or other designee of such Clerk, including the County Clerk.

#### **GENERAL JURY PANEL**

A District Judge, County Court at Law Judge or Justice of the Peace may determine the number of prospective jurors that are reasonably necessary for the cases to be tried in their courts. Any District or County Court at Law Judge may act as a Presiding Judge for the jury qualifications and assign such jurors as may be needed into panels for the different courts.

#### ADDITIONAL JURORS

If the presiding judge determines that the number of jurors previously selected for any designated date is insufficient, he shall direct the District Clerk to prepare a supplemental list and summon such additional persons to those already summoned as may be necessary to meet the needs of the courts, provided that such supplemental summons shall be mailed at least ten (10) days prior to date of service.

#### AMENDMENTS

This plan may only be amended by the Commissioners' Court of Colorado County, Texas upon recommendation of a majority of the District Judges of Colorado County, Texas.

#### EFFECTIVE DATE

This plan shall become effective immediately upon its adoption and approval by the Commissioners' Court.

#### COMMISSIONER'S COURT REGULAR MEETING

October 15, 2024

TO: Honorable Commissioners' Court of Colorado County, Texas

FROM: District Judges of Colorado County, Texas

RE: Plan for procedures for selection of persons for jury service, pursuant to Government Code, Section 62.011

WHEREAS, The undersigned majority of the District Judges of Colorado County recommend to Commissioners' Court of Colorado County that the plan set forth and attached hereto be approved and adopted as the plan for procedures for selection of persons for jury service, pursuant to Government Code, Section 62.011

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

ssice Richard Crawlo

Jesšica Richard Crawford, District Judge 2<sup>nd</sup> 25<sup>th</sup> Judicial District

#### COMMISSIONER'S COURT REGULAR MEETING

October 15, 2024

WHEREAS, the District Judges of Colorado County have recommended to the Commissioners' Court of Colorado County that the herein proposed "Jury Selection Plan" be officially approved and adopted for Colorado County, Texas and;

NOW THEREFORE IT IS ORDERED by the Commissioners' Court of Colorado County, Texas that the proposed "Jury Selection Plan" is hereby officially approved and adopted to become effective immediately and ORDERED to be recorded in the official minutes of the Court on the 15th day of Octobert, 2024.

rause, County Judge

Doug Wessels, Commissioner Precinct 1

1 Lich

Keith Neuendorff, Commissioner Precinct 3

Ryan Brandt, Commissioner Precinct 2

Darrell Gertson, Commissioner Precinct 4

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

October 15, 2024

\_8. DRG Architects present evaluations and proposals received from bid advertisements for jail repairs, security system, and fire alarm system. (Lowrance)

DRG Architects presented evaluations and proposals received from bid advertisements for jail repairs, security system, and fire alarm system. One bid was received for jail repairs, two bids were received for the security system and no bids were received for the fire alarm system. Sustainable Security Solutions bid on the jail repairs and the security system. Sydaptic bid on the security system. It was stated that Sustainable Security Solutions proposed a discount if they were awarded both items they bid on. Since there were no proposals on the fire alarm system, the architect said they would like to work it into whatever contract is awarded. Judge Prause said the contracts need to be in place by the lend of the year. DRG Architects recommends Sustainable Security Solutions as the best value proposal and suggests adding a \$250,000.00 allowance to cover the fire alarm work. (See Attachment)

# COMMISSIONER'S COURT REGULAR MEETING

October 15, 2024



October 9, 2024

Honorable Ty Prause Colorado County Judge and the Colorado County Commissioners Court Colorado County Courthouse Columbus, Texas

Re: County Jail Improvements - Proposal Evaluations -Jail Repairs -Security Electronics Systems Replacement -Fire Alarm System Replacement

Dear Judge Prause and Commissioners:

Competitive Sealed Proposals were opened and read aloud for the referenced construction Packages on September 23, 2023. One proposal was received from Sustainable Security Solutions for the Jail Repairs. Two proposals, one from Sustainable Security Solutions and one from Sydaptic were received for the Security Electronics System Replacement. No proposals were received for the Fire Alarm System Replacement. Attached are Proposal Tabulation Forms for the proposal packages.

#### **Proposal Evaluations**

The Requests for Proposals, prepared by DRG Architects, included Evaluation Criteria for the evaluation of competitive sealed proposals. The Evaluation Criteria was defined as follows:

1.	Amount of Proposal	70%
2.	Proposed Construction Time	10%
3.	Company Experience on Similar Projects (Scope/Value)	10%
4.	Quality of References	10%

#### TOTAL 100%

Based on the Evaluation Criteria, the Owner (Colorado County) or its representative (DRG) is to rank the proposals and determine the proposal which demonstrates the "best value" for the owner. The appropriate determination for competitive sealed proposals is the "best value," not the lowest qualified bid.

#### COMMISSIONER'S COURT REGULAR MEETING

October 15, 2024

Honorable Ty Prause and Court October 9, 2024 Page 2

DRG has evaluated the proposals that were received by Colorado County and has determined the following:

#### **Jail Repairs**

Only one proposal was received for the Jail Repairs package from Sustainable Security Solutions (S3). This company is well known and experienced in the detention systems and jail construction industry. The company experience criteria value is excellent (10 points) and the company's references are excellent (10 points). The amount of the proposal and proposed construction time are customarily a comparative value in the evaluation process based on mathematical percentages of variance from other proposers. No other proposals were received, so these values are of minimal use in the evaluation process.

The amount of proposal is substantially above the budget of \$620,000.00. The actual amount of proposal is \$1,149,735.00, which is \$529,735.00 in excess of the proposed budget. The availability of funds will be the main determining factor in the selection or award of this proposal.

The proposed construction time of 322 calendar days is a reasonable construction time, considering the necessity to phase the project by inmate housing areas to maintain the most use of the jail during the repairs.

S3 did propose a monetary deduction of \$25,000.00 to their proposal amount if they were awarded multiple proposals. S3 submitted proposals on both the Jail Repairs and the Security Electronics Systems Replacement.

Please see the recommendation section of this letter for recommendations of best value determination and award of this proposal.

#### Security Electronics System Replacement

Two proposals were received for the replacement of the Security Electronics System. Sydaptic, Inc., Waco, Texas, provided a proposal in the amount of \$142,884.50 and a construction duration of 10 calendar days. Sustainable Security Solutions, Inc., San Antonio, Texas, provided a proposal in the amount of \$194,175.00 and a construction duration of 154 calendar days.

The Sydaptic proposal also stated that the proposal amount was \$146,027.77 in the proposal security portion of the Form of Proposal, which differs from initial amount stated. Sydaptic also did not acknowledge all addenda but notified DRG that they needed to mail (UPS) the proposal early to make sure it arrived on time.

Proposal amounts received from each proposer is less than the budget amount of \$200,000.00. The proposal from Sydaptic is \$48,147.23 or \$51,290.50 less than the S3 proposal, depending on which amount of the Sydaptic proposal is valid.

The Proposed Construction Time stated by S3 (154 calendar days) is reasonable, based on engineering time, submittal review by DRG, fabrication, on-site installation and possible phasing

#### COMMISSIONER'S COURT REGULAR MEETING

October 15, 2024

Honorable Ty Prause and Court October 9, 2024 Page 3

requirements. The Proposed Construction Time of Sydaptic (10 calendar days) is not feasible, considering the submittal process requires more time. In a follow up conversation with Patrick Scott, President of Sydaptic, Inc., Mr. Scott stated that the 10 days only included on-site installation days. This evaluation criteria cannot be quantified using the proposed time submitted by Sydaptic.

DRG reviewed the Qualifications Statements provided by each proposer. The Company Experience of S3 demonstrated that the company is routinely engaged in similar size and scope of projects and is familiar with the competitive proposal process and contracting method. The Company Experience of Sydaptic demonstrated that the company is routinely engaged in similar size and scope of projects but is not as familiar with the competition proposal process and contracting method. S3 provided significantly more detailed information concerning the company's qualifications and experience.

References for S3 were found to be excellent from both prime contractors and architects. Sydaptic provided references from prime contractors but not architects, indicating direct proposal contracting versus competitive proposal process.

#### **Evaluation Summary (Points) :**

Criteria	S3	Sydaptic
Amount of Proposal	52	70
Construction Time	10	-
Company Experience	10	8
References	10	5
	82	83

S3 included in their proposal a discount of \$25,000 if they were awarded both proposals. They proposal further clarified that the discount would apply to each proposal (total \$50,000.00) if a single contract is awarded. In consideration of awarding multiple proposals to S3, the best value proposal determination would be identified as the S3 proposal and the amount of the proposal points could be modified to 60, with a total evaluation of 90 points.

#### Fire Alarm System Replacement

No proposals were received for the replacement of the fire alarm system. The options moving forward include re-soliciting competitive sealed proposals or negotiating with the selected Jail Repair Contractor. Re-solicitation will be time consuming and will likely not lead to interested proposers. This scope of work is not attractive in the current market as a prime contract where the contractor must provide performance and payment bonds.

The budget for the fire alarm system replacement is \$180,000.00. Discussions with potential proposers indicate the budget may need to be closer to \$250,000.00. Some savings may be

#### COMMISSIONER'S COURT REGULAR MEETING

October 15, 2024

Honorable Ty Prause and Court October 9, 2024 Page 4

achieved such as performance and payment bond premiums, if the fire alarm system repair was combined with another work package, such as the Jail Repairs. If the Fire Alarm System Replacement were to be included in the Jail Repair contract, the cost could be negotiated, or the contractor could solicit multiple sub-contractor proposals and select the best value proposed.

#### Recommendations

DRG Architects recommends that the Colorado County Commissioners Court determine and resolve the following:

- 1. Sustainable Security Systems is the "best value" proposal for the Jail Repair package.
- 2. Sustainable Security Systems is the "best value" proposal for the Security Electronics System Replacement package.
- 3. The Fire Alarm Replacement package will be added to the Jail Repair package as an allowance of \$250,000.00.
- 4. Award the Jail Repairs, Security Electronics System Replacement, and Fire Alarm System Replacement to Sustainable Security Solutions, Inc. as a singal contract for a total amount of \$1,543,910.00.

Such amount is established by:

- a. Jail Repair base proposal of \$1,149,735.00 less discount of \$25,000.00. (\$1,124,735.00)
- b. Security Electronics System Replacement proposal of \$194,175.00 less discount of \$25,000.00 (\$169,175.00)
- c. Fire Alarm System Replacement allowance of \$250,000.00.
- d. Combined Betterment Allowance for all proposals of \$40,000.00. (No change in proposal amounts clarification only)

This recommendation is subject to the availability of adequate funding for the project. I will be in Commissioners Court on October 15, 2024, to present this recommendation and answer any questions you may have. Please let me know if there is any additional information desired in the interim.

Respectfully, DRG Architects, LLC

Wayne Gondeck, AIA President

	Base			Addenda	
Contractor	Proposal	No. of Days	Bid Bond	1, 2 and 3	Q.S.
Suastainable Security Solutions an Antonio, Texas	\$1,149,735.00	322	Yes	Yes	Yes
				· · · · · · ·	
					_
		-			

COMMISSIONER'S COURT REGULAR MEETING MINUTES OF THE COLORADO COUNTY

October 15, 2024

Base		Addenda		m 9/23/24	
Contractor	Proposal	No. of Days	Bid Bond	1, 2, 3 and 4	Q.S.
Sydaptic, Inc. Naco, Texas	\$142,884.50	10	Yes	2 only	Yes
Sustanable Security Solutions (S3) San Antonio, Texas	\$194,175.00	154	Yes	Yes	Yes

COLORADO CO. SECURITY ELECTRONICS SYSTEM REPLACEMENT

**Bid Tabulation Form 9/23/24** 

MINUTES OF THE COLORADO COUNTY

COMMISSIONER'S COURT REGULAR MEETING

October 15, 2024

COMMISSIONER'S COURT REGULAR MEETING

October 15, 2024

	Base	IT Bi	Bid Tabulation Form 9/		
Contractor	Proposal	No. of Days	Bid Bond	1, 2 and 3	Q.S.
		Days	Bullu		
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# COMMISSIONER'S COURT REGULAR MEETING

#### October 15, 2024

\_\_\_9. Rank proposals and determine 'best value' proposals for jail improvement packages based on architect's recommendations. (Lowrance)

Judge Prause stated Sustainable Security Solutions was the recommendation give in the

previous agenda item.

\_10. Accept best value proposals and instruct architect to prepare contract documents for County Attorney review and County Judge signature. (Lowrance)

Motion by Judge Prause to accept the presentation and suggested best value proposals

(Sustainable Security Solutions) given by architect on these matters; seconded by

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

\_11. Budget amendment and authorization to purchase an EMS squad vehicle in the amount of \$50,000.00, increasing ambulance fee revenue and motor vehicle expenditures by the same amount. (Furrh/Perales)

Michael Furrh and Jonathan Perales were present to discuss the possibility of purchasing

a new EMS squad vehicle. The current primary unit is a 2019 Ford Explorer with

approximately 150,000 miles on it and needs repairs. The backup vehicles are not reliable

and they are hoping to replace the primary vehicle and move it to the backup fleet.

Motion by Judge Prause to approve budget amendment and authorization to purchase an

EMS squad vehicle in the amount of \$50,000.00, increasing ambulance fee revenue and

motor vehicle expenditures by the same amount; seconded by Commissioner Gertson;

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

(See Attachment)

# COMMISSIONER'S COURT REGULAR MEETING

October 15, 2024

BUYER'S ORDER			DATE:		10/08/2024	STC	CK #: 352	041
BUYER INFORMATION:			DEALER/SE	LLE	R INFORMATION	:		
COLORADO COUNTY EMS 305 RADIO LN #101 COLUMBUS, TX 78934 HOME: CELL: D.LJSTATE ID #: D.O.B.:		COLORADO 979-732-2188 ate:	52186 H HEMPS 979-826 Fax: 97	HIG TE -47 9-9	URSUIT SUI HWAY 290 AD, TX 774 700 21-9150 A: SALES TEA	45		
VEHICLE INFORMATION: YEAR: 2021 MAKE: CHEVROLET MODEL: TAHOE	COLOR 1: WHITE COLOR 2: BODY: 4DR	ST	I: 1GN YLE: POL LEAGE: 261		LEDXMR3520	CYL:	ск: 352041 8 NS: AUTO	
TRADE-IN INFORMATION:	and the second sec					SETTLEM	ENT	
YEAR: MAKE: MODEL:	COLOR: MILEAGE: BODY:					VE	HICLE PRICE	49,549.01 N/A
VIN:							CASH PRICE	49,549.01
BALANCE OWED TO:				Sa	les Tax:			N/A
				Tit	le Fee: N/A Lic	ense/Regis	tration: N/A	0.00
BALANCE OWED: \$ 0.00			Ins	Inspection Fee [state]: 7.50 [station]: N/A			7.50	
ALLOWANCE: \$ 0.00 QUOTED BY:					puty Service: N	0.00		
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*The Dealer's Inventory Ta	ax charge is inter	ded to reimt	ourse the		aler's Inventor	Tax*		88.49
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Un honorario de documentación							TOTAL DUE	49,995.00
documentación no es requerido por la ley, pero puede ser ca comprador como gastos de manejo de documentos relacionados					TRADE-IN	ALLOWANCE	N/A	
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WARRANTY DISCLAIMER: Unless this vehicle is being sold "AS IS implied warranties of merchantab Seller neither assumes nor authorize CONTRACTUAL DISCLOSURE ST contract. Information on the wind	Seller provides a writt – WITH ALL FAULTS" bility or of fitness for a s any other person to ass <u>ATEMENT</u> (USED VEH ow form overrides any	and Seller make particular purpo ume for it any liabil ICLES ONLY) The contrary provis	es no warran se. This discla lity in connection e information ions in the c	aime on w on yo	, express or impl r does not affect a ith the sale of the vir u see on the win ract of sale. Spar	ied, on the v any warranties whicle and the dow form for hish Translati	ehicle, and the by the vehicle related products this vehicle i on: Guía para	are will be no manufacturer. and services. s part of this compradores
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and the related documents that they entire agreement between Buyer the motor vehicle. Any change to	Buyer signs contemport and Seller and cance	poraneously with his and supersed	h this agree des any prior	mer agr	nt, including any eement including	retail install	ment contrac	t, contain the
x 1/ anit ma	10/08/24	X			10/08/24	х	N/A	
Accepted by Authorized Representa		Buyer		_	Date	Co-Buyer		Date

Accepted by Authorized Representative of Seller FZ-TX-BO rev 06/21

10/08/24 Date

X\_\_\_\_\_ Co-Buyer

Date

#### COMMISSIONER'S COURT REGULAR MEETING

#### October 15, 2024

\_12. Discuss A&K Railroad Materials, Inc.'s application for a Foreign Trade Zone (FTZ) designation of their site located at 1000 Carter Walker Road, Eagle Lake, Texas 77434, and consider their request for letter of support from Colorado County for inclusion in the service area of Calhoun-Victoria Foreign-Trade Zone, Inc. FTZ No. 155, and letter of non-objection to the application.

Representatives from A&K Railroad Materials were present hoping to obtain two letters from the county. These letters will help them move forward with their FTZ application. If their application is approved, they would be relocating from Houston to Eagle Lake. The Commissioners asked several questions of the representatives. Motion by Judge Prause to table this agenda item until such time as the county receives affirmation from A&K Railroad Materials on the issues raised about them being a good neighbor and what they plan to do at the site if the FTZ Zone is created and their agreement to join the county in requesting a Traffic Study from TxDOT; seconded by Commissioner Brandt; 5 ayes 0 nays; motion carried; it was so ordered.

(See Attachment)

#### COMMISSIONER'S COURT REGULAR MEETING

October 15, 2024

October 4, 2024

Judge Ty Prause Colorado County Courthouse 400 Spring St., Room 107 P.O. Box 236 Columbus, Texas 7893

# Re: Concurrence for A&K Railroad Materials Inc. Application for Subzone in FTZ No. 155

Dear Judge Prause:

The purpose of this letter is to document the City of Eagle Lake's support for the subzone status of A&K Railroad Materials Inc.'s site located at 1000 Carter Walker Road, Eagle Lake, TX 77434.

The City of Eagle Lake has no opposition to the application to be filed by Calhoun-Victoria Foreign-Trade Zone, Inc. FTZ No. 155 and supports the grant of subzone status for A&K Railroad Materials Inc. Pursuant to 19 U.S.C. 81o(e), we understand that imported inventory and inventory held in a foreign trade zone for export will be exempt from State and local ad valorem taxation and support this application as a means of promoting jobs and economic growth in the region.

We fully endorse this application and ask that you give A&K Railroad Materials Inc. your full consideration.

Sincerely,

Amy Maxwell, Mayor Pro-Tem

#### COMMISSIONER'S COURT REGULAR MEETING

#### October 15, 2024

#### [TO BE PLACED ON LETTERHEAD] [OFFICE OF COUNTY COMMISSIONERS -COLORADO COUNTY, TEXAS]

October 9, 2024

Ms. Elizabeth Whiteman Executive Secretary Foreign-Trade Zones Board US Department of Commerce 1401 Constitution Avenue, NW, Room 21013 Washington, DC 20230

# Re: Concurrence for A&K Railroad Materials Inc. Application for Subzone in FTZ No. 155

Dear Ms. Whiteman:

The purpose of this letter is to document Colorado County's support for the subzone status of A&K Railroad Materials Inc.'s site located at 1000 Carter Walker Road, Eagle Lake, TX 77434.

Colorado County has no opposition to the application to be filed by Calhoun-Victoria Foreign-Trade Zone, Inc. FTZ No. 155 and supports the grant of subzone status for A&K Railroad Materials Inc.. Pursuant to 19 U.S.C. 81o(e), we understand that imported inventory and inventory held in a foreign trade zone for export will be exempt from State and local ad valorem taxation and support this application as a means of promoting economic growth in the region.

We fully endorse this application and ask that you give A&K Railroad Materials Inc. your full consideration.

Sincerely,

Ty Prause Colorado County Judge

#### COMMISSIONER'S COURT REGULAR MEETING

#### October 15, 2024

#### [TO BE PLACED ON LETTERHEAD] [OFFICE OF COUNTY COMMISSIONERS -COLORADO COUNTY, TEXAS]

October 15, 2024

Mr. Charles R. Hausmann, CPA Port Director Calhoun Port Authority P.O. Box 397 Point Comfort, Texas 77978

Dear Mr. Hausmann:

The purpose of this letter is to document the support of this county for inclusion within the Service Area of Foreign-Trade Zone 155. We understand this means that the Grantee, the Calhoun-Victoria Foreign-Trade Zone, Inc., will be able to apply to the Foreign-Trade Zones Board for authority to serve sites located within this county based on businesses' trade-related needs. We also note that the zone will be made available on a uniform basis to companies within this county; in a manner consistent with the legal requirements that each Foreign-Trade Zone be operated as a public utility.

Regarding state or local taxes for which collections may be affected by FTZ designation of sites, this letter is not intended to provide a position on state or local tax issues for any site within this jurisdiction. At the time that any specific site is proposed for FTZ designation, parties potentially affected by the site's proposed designation (such as a local school board) will need to provide their own correspondence indicating their views on the impact on tax collections related to the proposed designation.

Sincerely,

Ty Prause Colorado County Judge

COMMISSIONER'S COURT REGULAR MEETING

October 15, 2024





# **FTZ** Presentation

October 2024

# Foreign Trade Zone Overview for A&K

A&K is pursuing FTZ designation for their yard in Eagle Lake, Texas. As part of the FTZ application process, Texas applicants must receive letters of Non-Objection from the affected taxing entities.

- ▲ A&K is currently engaging with, seeking support from, and requesting the required letters from the following local taxing entities:
  - ▲ Colorado County
  - Rice Consolidated Independent School District
  - ▲ Rice Hospital District
  - ▲ Colorado County Groundwater Conservation District
- ▲ While no formal action is required of the City of Eagle Lake for purposes of the FTZ application, as A&K's yard is located outside of the City's taxing jurisdiction, A&K received the City's support during the October 8, 2024 City Council meeting.
  - ▲ The City of Eagle Lake's letter of support is attached as Appendix 1.

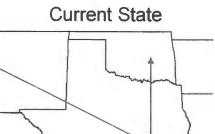
2024

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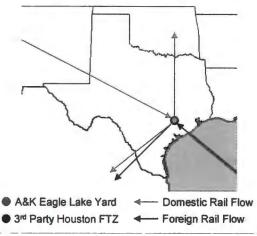
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# A&K's Current and Planned Future State Operations in Texas

- ▲ A&K is currently using a third party FTZ, located in Houston, to store imported rail that will be exported to Mexico and Canada.
- A&K has an agreement with their domestic supplier that prevents A&K from selling foreign rail to U.S. customers.
- Currently, A&K is moving 2500 tons or 5 Million lbs of product through Eagle Lake.
- ▲ FTZ designation of Eagle will enable A&K to
  - Relocate the operations currently performed in Houston to Eagle Lake;
  - Continue realizing the duty savings and supply chain efficiencies granted by the FTZ program, without the burden of third party fees;
  - Continue making substantial capital investments in the Eagle Lake site; and
  - ▲ **Double** the current Eagle Lake distribution of domestic rail.







MINUTES OF THE COLORADO COUNTY

COMMISSIONER'S COURT REGULAR MEETING

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# COMMISSIONER'S COURT REGULAR MEETING

# October 15, 2024



A Foreign Trade Zone ("FTZ"), is an area of land physically in the U.S. but considered outside of U.S. customs territory for duty and customs "entry" purposes.

- Enhancing Competitiveness. By reducing costs, FTZs level the playing field and improve U.S. competitiveness. FTZs can help businesses reduce production, transaction, and logistics-related costs by lowering effective duty rates, allowing special entry procedures, and encouraging production closer to market. Reducing costs through FTZ use can lead to more competitive U.S. operations, thereby helping to maintain U.S. activity and jobs.
- Creating/Retaining Jobs and Encouraging Investment. By helping local employers remain competitive, zones can contribute to maintaining or boosting employment opportunities. And lower FTZ-based production costs encourage increased investment in U.S. facilities.

FTZs have existed since the 1930s but have seen an explosion of growth in the last decade.

+3,400

+500,000

Companies currently operating in FTZs

People employed in FTZs

#### FTZ Benefits for Companies

- ▲ No duties on imported goods that are later re-exported
- ▲ Delayed payment of duties on goods that enter the U.S. market
- ▲ Elimination of duties on waste, scrap, and rejected or defective parts
- Reduction in customs fees through streamlined procedures
- ▲ Enhanced inventory controls and site security
- Exemption from ad valorem personal property taxes on certain qualifying merchandise

\$1,011B

# \$160B

Value of shipments into FTZs (2022)

Value of exports from FTZs (2022)

#### FTZ Benefits for Local Economies

- ▲ Help facilitate and expedite international trade
- ▲ Provide special customs procedures as a public service to help firms conduct international trade related operations in competition with foreign plants
- ▲ Encourage and facilitate exports
- ▲ Help attract offshore activity and encourage retention of domestic activity
- Assist state/local economic development efforts
- ▲ Help create employment opportunities

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October 15, 2024

# Texas Tax Considerations for FTZs

of the above processes

- FTZ Operators within Texas are exempt from paying state and local ad valorem taxes on eligible tangible personal property held within an FTZ.
  - Authority granted in 15 Tex. Bus. & Com. Code §681.001 and Tex. Tax Code §11.12; 19 U.S.C. §810(e) and 15 CFR §400.16.
- ▲ The FTZ tax exemption differs from a tax abatement, as it does not limit the increase of assessed valuation.

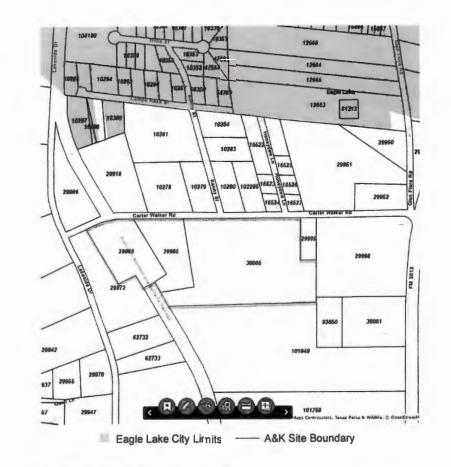
Eligible for FTZ Tax Exemption	Not Eligible for FTZ Tax Exemption
▲ Merchandise imported into the U.S. for purpose of storage, sale, exhibition, repackaging, assembly, distribution, sorting, grading, cleaning, mixing, display, manufacturing, or processing	<ul> <li>▲ Real property</li> <li>▲ Improvements to real property</li> </ul>
▲ Merchandise produced in the U.S. and held for exportation, either in its original form or as altered by any	▲ Merchandise produced in the U.S. and shipped to U.S. customers

D This accounts for all of A&K's current Eagle Lake operations and onhand inventory

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# A&K's Eagle Lake Yard



- A&K owns three parcels of land in Eagle Lake, Texas, consisting of approximately 23-acres
  - ▲ 1000 Carter Walker Road, Eagle Lake, TX 77434
  - ▲ Been in business at the site since 1990
  - Site produces, stores, and fabricates railroad rails and associated parts

Property ID	Туре	FTZ Tax Exemption
29989	Real	Not Eligible
29995	Real	Not Eligible
30005	Real	Not Eligible
29996	Personal	Eligible

- A&K's real and personal property taxes for tax year 2024 account for the following percentages of FY25 budget local ad valorem property tax revenues
  - ▲ City of Eagle Lake: .011%
  - ▲ Colorado County GCD: .119%
  - ▲ Colorado County: .118%
  - ▲ Rice CISD: .452%
  - ▲ Rice Hospital District: .373%



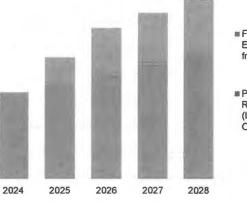
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# MINUTES OF THE COLORADO COUNTY COMMISSIONER'S COURT REGULAR MEETING

# Impact to Taxing Entity Budget and Local Economy

- There will be no negative impact to taxing entity FY25 budgets, as current on-hand inventory is not eligible for this tax exemption.
- ▲ The assessed value of personal property at the A&K site for tax year 2024 is \$3.85 million.
  - ▲ We anticipate that this value could increase by 50% to 75% in the coming years, based on our projections for the volume of material expected to pass through the facility.
- A&K anticipates that FTZ designation will result in an increase in local property tax revenue
  - Improvements to real property will be needed to meet FTZ physical security standards, set by U.S. Customs and Border Protection
  - Relocating operations will increase working capital for A&K to expand their current operations
- ▲ While factors such as depreciation may influence the assessed value over time, we are confident that utilizing the FTZ is essential for realizing this growth potential for the Eagle Lake site. We are enthusiastic about the anticipated growth and the positive financial and economic impact it will have on the local community as a result of this FTZ approval.



FTZ Property Tax Exemption: Eligible Personal (Inventory from Relocated Operations)

Property Tax: Real, Improvements, Personal (Inventory from Current Operations)

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COMMISSIONER'S COURT REGULAR MEETING

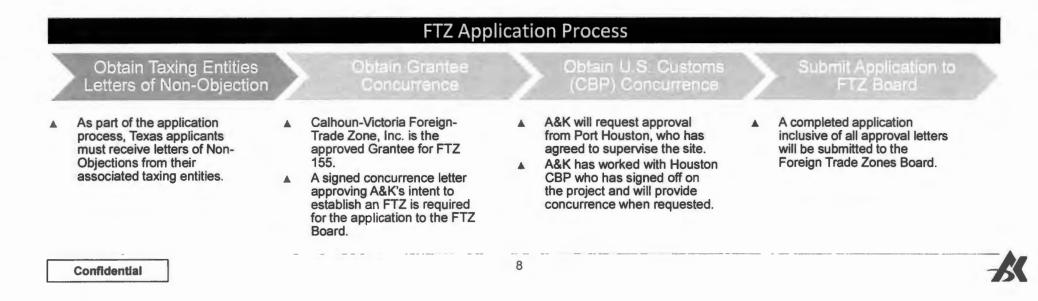
October 15, 2024

MINUTES OF THE COLORADO COUNTY

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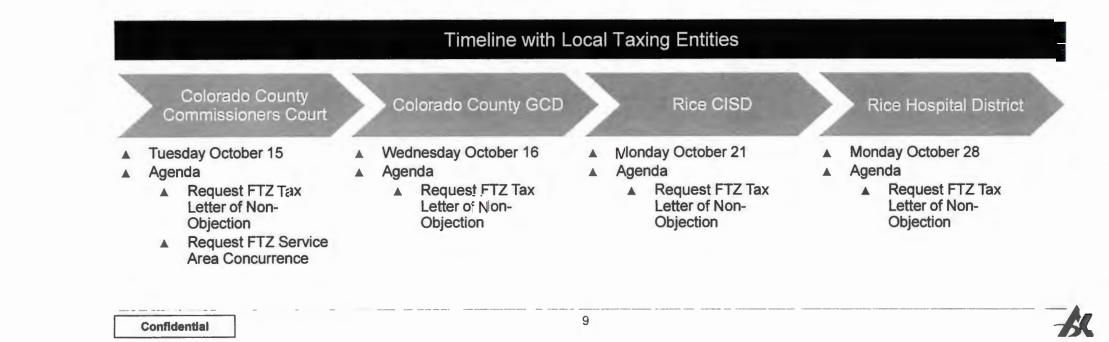
# **FTZ** Application Process

- As Colorado County is not located within the Service Area of an FTZ, there is no existing FTZ Grantee to sponsor A&K's application.
- However, Calhoun-Victoria Foreign-Trade Zone, Inc., Grantee of FTZ 155, has agreed to sponsor the application and expand its Service Area to include Colorado County.
- ▲ To facilitate this expansion, the Foreign-Trade Zones Board in Washington D.C. requires documentation of support from the County using the standard language provided in the attached letter or evidence that the County has been contacted.
- It is important to note that this letter is purely administrative and separate from the tax letter of non-objection, as it merely acknowledges the regulations and does not obligate the County in any way, financially or otherwise.

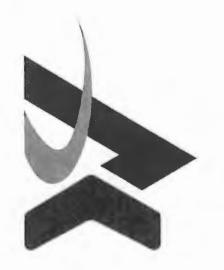


# A&K Kindly Requests the Colorado County's Support for FTZ Designation

- Colorado County Service Area Letter
- ▲ Colorado County Concurrence Letter



## COMMISSIONER'S COURT REGULAR MEETING



COMMISSIONER'S COURT REGULAR MEETING

October 15, 2024

Denc E a C Û ake Approval Le

#### COMMISSIONER'S COURT REGULAR MEETING

October 15, 2024

October 4, 2024

Judge Ty Prause Colorado County Courthouse 400 Spring St., Room 107 P.O. Box 236 Columbus, Texas 7893

Re: Concurrence for A&K Railroad Materials Inc. Application for Subzone in FTZ No. 155

Dear Judge Prause:

The purpose of this letter is to document the City of Eagle Lake's support for the subzone status of A&K Railroad Materials Inc.'s site located at 1000 Carter Walker Road, Eagle Lake, TX 77434.

The City of Eagle Lake has no opposition to the application to be filed by Calhoun-Victoria Foreign-Trade Zone, Inc. FTZ No. 155 and supports the grant of subzone status for A&K Railroad Materials Inc. Pursuant to 19 U.S.C. 81o(e), we understand that imported inventory and inventory held in a foreign trade zone for export will be exempt from State and local ad valorem taxation and support this application as a means of promoting jobs and economic growth in the region.

We fully endorse this application and ask that you give A&K Railroad Materials Inc. your full consideration.

Sincerely,

Amy Maxwell, Mayor Pro-Tem

COMMISSIONER'S COURT REGULAR MEETING

October 15, 2024

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# October 15, 2024

# Texas Leads the Country in FTZ Activity

- Texas has more active FTZs than any other State in the U.S.
  - More FTZ grantees than any other State (35 currently)
  - More foreign merchandise received than any other State
  - More merchandise exported than any other State
  - of the top 25 FTZs for total exports are in Texas
- ▲ Texas zones are also seeing regular growth as more companies seek to designate zones. Below is a list of the FTZs that were granted an expansion of its service area in Texas in 2024:

Site/Subzone	Location	Date	Company	Activity	
FTZ 96	Eagle Pass	01/22/2024	City of Eagle Pass	FTZ Expansion	
FTZ 116	Port Arthur	01/23/2024	Port Arthur LNG, LLC	FTZ Expansion	
FTZ 183	Taylor	01/03/2024	Samsung Austin Semiconductor, LLC	FTZ Expansion	

# FOREIGN TRADE ZONES IN TEXAS

Willia a robust network of foreign trade zones (FTZq), Tenne is built for global trade. Not only does Texas have more FTZz than any other state in the nation with a total of 36, but Texas also ranks #1 in the U.S. for ownall FTZ economials impaint.





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# Recent and Similar Approvals with Taxing Jurisdiction Support

Twin Disc, Inc., FTZ #297, Lufkin, TX

- ▲ Impacted Taxing Entities
  - Lufkin Independent School District
  - Angelina Jr. College
  - Angelina County
  - City of Lufkin
- ▲ Approved on October 6, 2023

#### Bollore Logistics USA, Inc., FTZ #265, Conroe, TX

- Impacted Taxing Entities
  - Willis Independent School District
  - Montgomery County
  - Montgomery County Hospital District
  - The City of Conroe
  - D The Lone Star College System District
- ▲ Approved on May 31, 2023

#### Cheniere Energy, Inc., FTZ #122, Corpus Christi, TX

- ▲ Impacted Taxing Entities
  - San Patricio County
  - San Patricio County Drainage District
  - Gregory-Portland Independent School District
- ▲ Application published on March 7, 2023

#### Expeditors International of Washington, Inc, FTZ #68, El Paso, TX

- Impacted Taxing Entities
  - City of El Paso
  - County of El Paso
  - El Paso Community College
  - Socorro Independent School District
- Approved on August 16, 2022

#### TTI, Inc., FTZ #196, Fort Worth, TX

- ▲ Impacted Taxing Entities
  - Tarrant County
  - Tarrant County Hospital District
  - City of Fort Worth
  - Eagle Mountain Saginaw ISD
  - Tarrant County College District
  - Tarrant County Regional Water District
- ▲ Approved on May 9, 2022

2024

15,

October

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# 2024 FTZ Recent Approvals in Texas

▲ Below is an overview of the companies that received FTZ designation so far in 2024:

Site/Subzone	Location	Date	Company	Activity
84	Houston	01/04/2024	Dixie Cullen Interests, Inc.	Minor Boundary Modification
302	Socorro	01/09/2024	Pilot Air Freight, LLC dba Pilot Freight Services	Minor Boundary Modification
115	Beaumont	01/17/2024	Port of Beaumont Navigation District of Jefferson County	Traditional Minor Boundary Modification
1225	Corpus Christi	01/23/2024	Corpus Christi Polymers LLC	Minor Boundary Modification
196	Fort Worth	02/06/2024	Topgolf Callaway Brands Corp.	Minor Boundary Modification
84AI	Harris County	03/14/2024	Gulf Stream Marine, Inc.	Minor Boundary Modification
94	Laredo	05/08/2024	Eduardo E. Lozano & Co., Inc.	Minor Boundary Modification
84	Houston	05/15/2024	Pronto Shipping and Storage Inc.	Minor Boundary Modification
80	Seguin	06/10/2024	Vitesco Technologies USA, LLC	Subzone
122Z	Corpus Christi	06/25/2024	Cimbar Resources, Inc.	Minor Boundary Modification
68	El Paso	06/27/2024	Kuehne + Nagel, Inc.	Traditional Minor Boundary Modification
39	Wilmer	07/01/2024	Trina Solar US Manufacturing Module 1, LLC	Minor Boundary Modification
39	Dallas/Fort Worth	07/02/2024	Dallas Fort Worth International Airport Board	Minor Boundary Modification

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MINUTES OF THE COLORADO COUNTY COMMISSIONER'S COURT REGULAR MEETING

# 2022 and 2023 FTZ Recent Approvals in Texas

▲ Below is an overview of the companies that received FTZ designation with taxing jurisdiction support:

Site/Subzone	Location	Date	Company	Activity
168G	Lewisville, TX	8/2/2022	Sager Electronics	Subzone
116E	Baytown, TX	9/1/2022	Golden Pass LNG Terminal LLC	Minor Boundary Modification
68	El Paso, TX	10/19/2022	OLA Logistics, LLC	Minor Boundary Modification
196	Haslet, TX	11/7/2022	Prairie Industries Holdings, Inc. DBA Truvant	Minor Boundary Modification
16E	Baytown, TX	1/5/2023	Golden Pass LNG Terminal LLC	Minor Boundary Modification
B4K	Houston, TX	2/22/2023	Dril-Quip, Inc.	Minor Boundary Modification
196A	Fort Worth, TX	2/27/2023	TTI, Inc.	Subzone
34	Houston, TX	3/8/2023	Dixie Cullen Interests, Inc.	Minor Boundary Modification
168G	Carroliton, TX	4/3/2023	Sager Electronics	Traditional Minor Boundary Modification
34	Houston, TX	4/3/2023	Weida Freight System, Inc.	Minor Boundary Modification
B4AH	Houston, TX	5/4/2023	Kuehne + Nagel, Inc.	Minor Boundary Modification
265D	Conroe, TX	5/31/2023	Bollore Logistics USA, Inc.	Subzone
34	Katy, TX	6/5/2023	KMP USA, LLC	Minor Boundary Modification
34	Houston, TX	6/29/2023	Pronto Shipping and Storage Inc.,	Minor Boundary Modification
94	Laredo, TX	7/27/2023	Jamco International Inc.	Minor Boundary Modification
94	Laredo, TX	7/27/2023	BA Forwarding Co., Inc	Minor Boundary Modification
36	Galveston, TX	8/22/2023	Suderman Contracting Stevedores dba Metro Ports	Minor Boundary Modification
34	Houston, TX	8/24/2023	McLane Global Logistic, LLC	Minor Boundary Modification
94	Laredo, TX	8/28/2023	Crane Worldwide Logistics, LLC	Minor Boundary Modification
94	Laredo, TX	8/31/2023	Bruni Supply Chain Solutions, Inc., LLC	Minor Boundary Modification
168D	Coppell, TX	9/18/2023	Samsung Electronics America, Inc.	Traditional Minor Boundary Modification
122Y	Aransas, TX	9/18/2023	Aransas Terminal Company	Minor Boundary Modification
39	Fortworth, TX	10/3/2023	RS Americas, Inc.	Minor Boundary Modification
297A	Lufkin, TX	10/6/2023	Twin Disc, Inc.	Minor Boundary Modification
94	Laredo, TX	11/30/2023	Coordinadora Inc.	Minor Boundary Modification
68	El Paso, TX	12/6/2023	Pegasus Logistics Group	Traditional Minor Boundary Modification

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MINUTES OF THE COLORADO COUNTY

COMMISSIONER'S COURT REGULAR MEETING

October 15, 2024

COMMISSIONER'S COURT REGULAR MEETING

October 15, 2024

Beaks Ave Intersec

# **Beaks Ave Intersection**

- During the Colorado County Commissioners Court meeting on August 26, 2024, Commissioner Gertson inquired about a concern regarding a section of rail that is damaged at the intersection of Hwy 90 and Beaks Ave.
- ▲ While unfamiliar with the details of the status at that time, those in attendance representing A&K were certain that steps were being taken to address the intersection and committed to investigating further.
- Immediately after the Commissioners Court meeting, we drove to the intersection to take pictures and began contacting individuals that had been directly involved in addressing the issue.
- Since, we have learned that there have been multiple discussions between A&K, Union Pacific, TxDOT, and the City regarding ownership of the Beaks Ave intersection and to align on a plan of action.
- The following slides contain a map highlighting the intersection in question, our understanding of the discussions and plans to address, and the images taken on August 26, 2024.

# **Beaks Ave Intersection**

- A&K owns the section of rail that is damaged at the intersection of Beaks Ave and Hwy 90 (where the red dotted line intersects with purple)
- Union Pacific is interested in closing the section of Beaks Ave between their rail and Hwy 90 and is willing to invest \$100,000 into fixing the intersection, if the portion of Beaks Ave is removed
- TxDOT would like the red dotted portion of Beaks Ave removed for safety concerns of being able to circumvent crossing gates
- ▲ The City would like the red dotted portion of Beaks Ave to stay
- Per TxDOT, TxDOT and their engineering consultant met with the City on August 26 and the City decided to not close the portion of Beaks Ave
- TxDOT instructed their engineering consultant to replace the existing warning system for the intersection, with the exception of the following:
  - ▲ Adding a gate for Beaks Ave
  - Aligning signal placements with MUTCD standards

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 Placing all cable underground instead of overhead

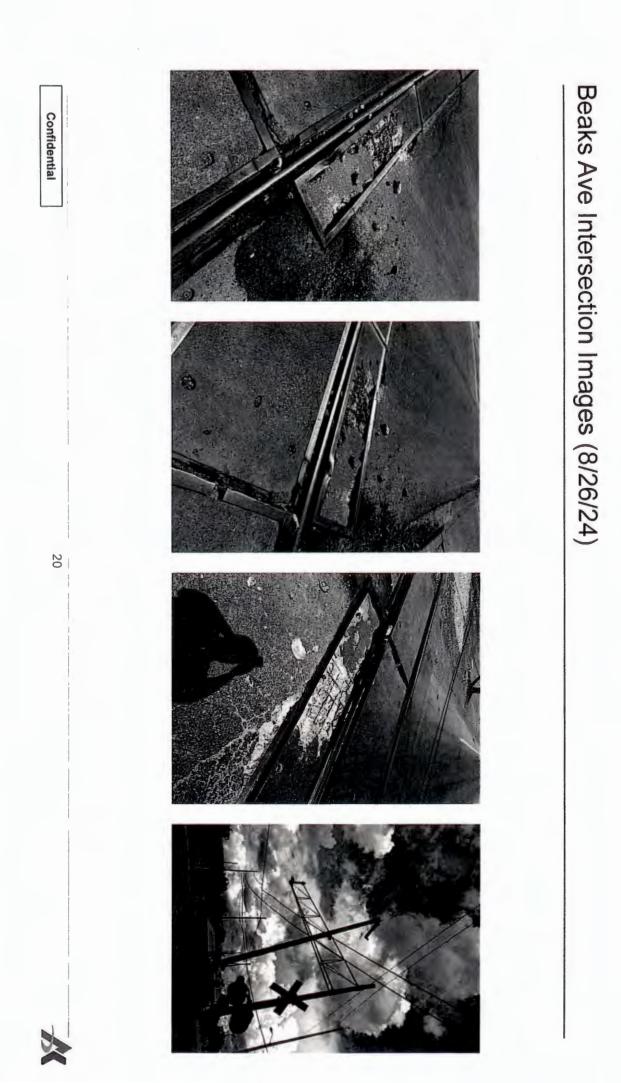


----- Rail Owned by A&K ----- Rail Owned by Union Pacific ------ Beaks Ave

MINUTES OF THE COLORADO COUNTY COMMISSIONER'S COURT REGULAR MEETING

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MINUTES OF THE COLORADO COUNTY COMMISSIONER'S COURT REGULAR MEETING October 15, 2024



## COMMISSIONER'S COURT REGULAR MEETING

#### October 15, 2024

\_13. Release of Superheavy or Oversize Permit Bond No. K41780745 posted by Irby Construction Company for project on County Road 111, Precinct No. 1. (Wessels)

Motion by Commissioner Wessels to approve the release of Superheavy or Oversize Permit Bond No. K41780745 posted by Irby Construction Company for project on County Road 111, Precinct No. 1; seconded by Commissioner Brandt; 5 ayes 0 nays; motion carried; it was so ordered.

(See Attachment)

#### COMMISSIONER'S COURT REGULAR MEETING

October 15, 2024

MINUTES OF THE COLORADO COUNTY COMMISSIONER'S COURT REGULAR MEETING September 25, 2023

Bond No.: K41780745

#### SUPERHEAVY OR OVERSIZE PERMIT BOND

#### THE STATE OF TEXAS;

#### COUNTY OF COLORADO: KNOW ALL MEN BY THESE PRESENTS:

	Irby Construction Company	, of
318 Old Hwy	149 South, Richland MS 39218	, as
Principal, and	Federal Insurance Company	, a
corporation duly lice	insed to do business in the State of Texas, as S	urety, are held

and firmly bound unto the County of Colorado, Texas in the penal sum of One Hundred Thousand Dollars (\$100,000.00) for the first mile and One Hundred Thousand Dollars (\$100,000) each additional mile, to the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators and assigns.

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

NOW, THEREFORE, if the said Principal shall pay to the County of Colorado, Texas any and all damages that may be sustained to any highway as above recited by virtue of the operation of any equipment under the provisions of the law referred to above during a period beginning with the date of this bond and ending <u>August 31</u>, 2<u>024</u>, then this obligation to be null and vold, otherwise to remain in full force and virtue of Law.

Dated this the <u>7</u> day of	September , 2023 . In RUCTION COM
	Irby Construction Company
	By Lady Day 3 SEAL SEAL
	Federal Insurance Company Surety
Country law of	
Countersigned	By A
n - Texas Resident Agent ichelle Anne McMahon TX License 2098182	Sarah Mostle, Attorney-in-Fact

(12-12-16, Commissioners Court Meeting)

#### COMMISSIONER'S COURT REGULAR MEETING

#### October 15, 2024

#### MINUTES OF THE COLORADO COUNTY

#### COMMISSIONER'S COURT REGULAR MEETING

September 25, 2023

CHUBB **Power of Attorney** 

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company Westchester Fire Insurance Company | ACE American Insurance Company

Raew All by These Presents, that FEDERAL INSURANCE COMPANY, as Indians corporation, VIGLANT INSURANCE COMPANY, a New York corporation COMPANY, a Visconsist corporation, VIETCHESTER FIRE INSURANCE COMPANY and ACE ADESIGNAN INSURANCE COMPANY, a New York corporation do each heavity constitute and appoint Jonathan Gleason, Jennifer Godere, Richard Hackner, Rebecca M. Josephson, Michel Nicholas Miller, Doritza Mojica, Sarah Murtha, Kathryn Pryor, Robyn Salley, Joshua Sanford, Gentry Stawart an of Hartford, Connecticut R, PACI

each as their true and lawful Attorney-in-Fact to uncome under such designation in their names and to affat their corporate seals to and deliver for and on their behalf as survity thereon or otherwise, bonds and undertakings and other writings obligatory in the astare thereof (other than half bonds) given or executed in the course of business, and any instruments amending or altering the same, and concents to the modification or altervision of any instrument referred to in said bonds or obligations.

in Witness Whereof, sold FRDERAL INSURANCE COMPANY, VIGULANY INSURANCE COMPANY, PACIFIC INDEXINITY CONTAINY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affized their corporate senils on this 17% day of August 2023.

Down m. Chlores Down M Chicons, As



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STATE OF NEW JERSEY County of Hh

On this 17<sup>th</sup> day of August, 2023 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Azsistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDENNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and binself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, NGLIANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and have the corporate series thereof, that the seals affined to the foregoing Power of Attorney are such corporate seals and were thereto affined by authority of said Companies; and that their algostures as such officers were dely affined and subscribed by like authority.



Albert Content CTARY PUBLIC OF NEW JOISEY IN BOXIZZERS andadon Digitas August 22,2027

Albert Continen

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W. L'Imm

CERTIFICATION IDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on A aber 11, 2006; and ACE AMERICAN INSURANCE COMPANY on Narch 20, 2009: Resolutions adopted by the Boards of Directors of FEDERAL WESTCHESTER FIRE INSURANCE COMPANY on December 11 # 30. 2016:

- LFED, that the following authorizations relate to the assession, for and on bokel of the Company, of bunds, a 2 bits in the colleary course of Busings (such a "Written Complexant"): Each of the Chairman, the P of the Company or otherwise. sta of the Co (1)
- or the Company or effectives. (2) Each daty appainted star-sey-in-fact of the Company is hardyn sedencized to execute any Writian Commission for and schaff of the Company, to the entries that such attaining scan. (3) Each of the Columnan, the Prostdens and the Yose Prostdens of the Company is bardyn attaining scan. (3) Each of the Columnan, the Prostdens and the Yose Prostdens of the Company is bardyn attaining scan. (3) Each of the Columnan, the Prostdens and the Yose Prostdens of the Company is bardyn attaining scan of the Company in the Prostdens of the Company is a schedule of the Company is a schedule of the Company in the Prostdens of the Company is a schedule of the Company in the schedule of the Company is a schedule of the Company in the schedule of the Company in the schedule of the Company is a schedule of the Company in the schedule of the Company is a schedule of the Company in the schedule of the Company in the schedule of the Company is a schedule of the Company in the schedule of the Company is a schedule of the Company in the schedule of the Company in the schedule of the Company is a schedule of the Company in the schedule of the Company in the schedule of the Company is a schedule of the Company in the schedule of the Company is a schedule of the Company in the schedule of the Company is a schedule of the Company in the schedule of the Company is a schedule of the Company in the schedule of the Company is a schedule of the Company in the schedule of the Company is a schedule of the Company is a schedule of the Company is a schedule of the S behalf of the Company, to appealat in we do the Company or otherwise, such Welt a Commission of by specification of
- Commitments.
  (4) Each of the Charman, the Presidents and the Vice Previdents of the Company is hereby exterimed, for and ea. behalf of the Company, to delegate in writing to may other officer of the Company, which estimates the estimates of the Company are regardled to and written Commitments.
  (5) The sign turn of a sy effect or other | revertes: nitig age within Sommitment or experiments or the previous state written commitments.
  (6) The sign turn of a sy effect or other | revertes: nitig age within Sommitment or experiments or the previous state written for the Company, may be estimated or worker.
  (7) The sign turn of a sy effect or other | revertes: nitig age within Sommitment or experiments of the prevers and enhorty of effect, errori, reset of the Company, may be effected by a sector of the prevers and enhorty of effective reset.
  (8) The sign turn for a context is reduced as a sector at a sector at a statement of the prevers and enhorty of effective reset.
  (9) FURTHER RESOLVED, frant the through the or there is a desting to any accelerative attentions of the prevers and enhorty of effective reset.
  (9) FURTHER RESOLVED, frant the through the otherwise all and to a sector at a statement of the prevers and enhorty of effective works?
  (1) Dawn M. Chierras, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGLANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY of the attract of the Company.
  (1) The foremation Resolutions advand for the Company.

the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in hill force and effect.
 the foregoing Power of Attorney is true, correct and in full force and effect.

on, Mj, this September 7th, 2023.



Down m. Chlores

Innen VI Chireros, Assistant Secretary

IN THE EVENT DU WISH TO VERLEY THE AUTHEN ITACY OF THIS I BOND ON NOTIFY HIS FANY OF THE MATTER LINEARE CONTACT OF AT:

#### COMMISSIONER'S COURT REGULAR MEETING

#### October 15, 2024

# MINUTES OF THE COLORADO COUNTY COMMISSIONER'S COURT REGULAR MEETING September 25, 2023

#### Have a complaint or need help? Tiene una queja o necesita ayuda?

#### IMPORTANT NOTICE

#### AVISO IMPORTANTE

If you have a problem with a claim or your premiums, call Si tiene un problema con un reclamo o las primas, llame your insurance company first. If you can't work out the issue, the Texas Department of Insurance may be able to problema, el Departamento de Seguros del estado de Tejas help.

To get information or file a complaint with CHUBB:

Call Toli-free: 1-800-36-CHUBB Mail: Eastern Claim Service Center 600 Independence Parkway Chesapeake, VA 23320 Attn: Surety Support Phone: 800-252-4670 Email: ecsc.claims@chubb.com Fax: 800-664-5358

To get help with an insurance question or file a complaint with the state:

The Texas Department of Insurance Call with a question: 1-800-252-3439 File a complaint: www.tdi.texas.gov E-mail: ConsumerProtection@tdi.texas.gov Mail: MC-111-1A, P.O. Box 149091 Austin, TX 78714-9091

uede ayudar. P

Even If you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company. If you don't, you may lose your right to appeal. Si registra una queja con el Departamento de Seguros del estado de tejas, tambien debe presentar una queja o apelacion a traves de su compania de seguros. Si no lo hace puede perder su derecho de apelar.

Para obtener informacion o registro de una queja con CHUBB:

Llame al: 1-800-36-CHUBB Correo: Eastern Claim Service Center 600 Independence Parkway Chesapeake, VA 23320 Attn: Surety Support Telefono: 800-252-4670 Fax: 800 Correo electronico: ecsc.claims@chubb.com Fax: 800-664-5358

Para ayuda con una pregunta de seguros o registrar una queja con el estado: El Departamento de Seguros del Estado de Tejas Preguntas: 1-800-252-3439 Quejas: www.tdi.texas.gov Correo electronico: ConsumerProtection@tdi.texas.gov Correo: MC-111-1A, P.O. Box 149091 Austin, TX 78714-9091

#### COMMISSIONER'S COURT REGULAR MEETING

#### October 15, 2024

# MINUTES OF THE COLORADO COUNTY COMMISSIONER'S COURT REGULAR MEETING September 25, 2023

\_\_9. Road Use Agreement between Colorado County and Irby Construction Company for County Road 111, Precinct No. 1. (Wessels)

Commissioner Wessels stated irby Construction Company is a contractor for LCRA and will be transporting equipment.

Motion by Commissioner Wessels to approve a Road Use Agreement between Colorado County and Irby Construction Company for County Road 111, Precinct No. 1; seconded by Commissioner Neuendorff; 5 ayes 0 nays; motion carried; it was so ordered. (See Attachment)

#### COMMISSIONER'S COURT REGULAR MEETING

October 15, 2024

# MINUTES OF THE COLORADO COUNTY COMMISSIONER'S COURT REGULAR MEETING September 25, 2023

ROAD USE A COLORADO COUNTY AND	GREEMENT BETWEEN
On this the $\frac{\pi^{th}}{100000000000000000000000000000000000$	et, Rm. 107, Colorado County, herein known as et, Rm. 107, Columbus, Texas 78934 and
herein known as " FROY	l ddress
318 Old Hwy 49	
consideration agrees as follows: Rie	chland, MS 39218
exceeding the weight limit will dan	of 58,420 pounds and repeated use of said roads mage said roads.
<ol><li>The State of Texas, through the Hi allow overweight traffic on county</li></ol>	ghway Commission, can issue overweight permits to
3. Despite having an overweight perm	nit. IRBY
acknowledges, pursuant to Transport	nit, // (2) y, ortation Code §251.160, that it has a responsibility to ads by overweight loads. Specifically,
IRARY	, agrees to repair damage to the following roads:
CR III (Bridge) Precinct No. 1	, in Commissioner
4. The County and /R. BY	agree to meet before such
overweight traffic begins on sounts	rands to ilocument the condition of the county roads.
5. After the overweight traffic stons.	// A HY agrees to repair
the county roads to the condition the	ne roads were in before such overweight traffic began.
6. <u>(12.19 Y</u>	, further agrees to make the necessary punty roads within 60 days from the drilling operations
being completed. Authorized Representative for:	Authorized Representative for Colorado County:
icor	Ty Prause County Judge
1/1- 9/11/28	3/- 9-25-23
Signature Date	Signature Date
Janan Grisham	Dgug vvésseis
Printed Name	Colorado County Commissioner, Prct. No. 1
	Nangwines 9-27-23
and the second s	Signature of Commissioner Date
WR	ATTER
(Second ) II	Laver Coolds Maucho
	Kimberly Menke, County Clerk
	By: Deputy
1:10/-/:	Deputy
1. 1. V 1. 3. 1. K.	
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#### COMMISSIONER'S COURT REGULAR MEETING

October 15, 2024

MINUTES OF THE COLORADO COUNTY COMMISSIONER'S COURT REGULAR MEETING September 25, 2023



#### COMMISSIONER'S COURT REGULAR MEETING

#### October 15, 2024

\_14. Application submitted by S&S Irrigation, Inc. to install a sewer line in the county right-of-way of 1036 Yett Road, Precinct No. 4. (Gertson)

Motion by Commissioner Gertson to approve an application submitted by S&S Irrigation, Inc. to install a sewer line in the county right-of-way of 1036 Yett Road, Precinct No. 4; seconded by Commissioner Neuendorff; 5 ayes 0 nays; motion carried; it was so ordered. (See Attachment)

## COMMISSIONER'S COURT REGULAR MEETING

October 15, 2024

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

Application S&S Irrigation Applicant Company: \_\_\_\_ Contact Person: Al Schindler 107 E. Stockbridge Address: Eagle Lake Tx 77434 713-875-2774 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Location of right-of-way for proposed construction/installation/repairs in Precinct \_\_\_\_ . 1036 Yett Description of right-of-way work to be performed: install sewer line for the City Of Eagle Lake 9/30/24 AL Schindler

Signature of Firm Name Representative

Al Schindler Printed Name of Firm Name Representative

Date

#### COMMISSIONER'S COURT REGULAR MEETING

October 15, 2024

#### 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:

- 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.

#### COMMISSIONER'S COURT REGULAR MEETING

- 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.

#### COMMISSIONER'S COURT REGULAR MEETING

- 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. <u>Areas not subject to or influenced by vehicular traffic</u>- 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. <u>Areas subject to or influenced by vehicular traffic</u>- the trench backfill shall be mechanically compacted in six-inch (6") lifts to a minimum of ninety percent (90%) modified proctor density.
    - <u>Dirt Roads</u>- Backfill shall be well tamped in six inch (6") layers to a point nine inches (9") below the surface of the road, after which one-foot (1') of good gravel shall be tamped until level with the existing surface.
    - <u>Gravel Roads and Streets</u>- Backfill shall be well tamped in six inch (6") layers to a point nine inches (9") below the surface of the road after which one foot (1') of good gravel shall be tamped until level with the existing surface.
    - <u>Asphalt Roads</u>- 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.

## COMMISSIONER'S COURT REGULAR MEETING

- 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 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

#### COMMISSIONER'S COURT REGULAR MEETING

October 15, 2024

#### 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.

10-15-24 Date

Colorado County Judge

## COMMISSIONER'S COURT REGULAR MEETING

October 15, 2024

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.

9/30/24

Date

AL Schindler Applicant

Approved by Commissioners Court on the 15 - day of

10. 5 Date

Colorado County Judge

# MINUTES OF THE COLORADO COUNTY COMMISSIONER'S COURT REGULAR MEETING October 15, 2024



#### COMMISSIONER'S COURT REGULAR MEETING

#### October 15, 2024

Designation of Representatives for Houston-Galveston Area Council 2025 General Assembly and \_15. Board of Directors. (Prause)

Motion by Judge Prause to designate himself as delegate representative and Commissioner Gertson as alternate representative for Houston-Galveston Area Council 2025 General Assembly and Board of Directors; 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 October 15, 2024



HOUSTON-GALVESTON AREA COUNCIL OFFICE OF THE EXECUTIVE DIRECTOR

September 19, 2024

The Honorable Ty Prause County Judge Colorado County PO Box 236 Columbus, TX, 78934

Dear Judge Prause:

The Houston-Galveston Area Council has had an exciting and eventful 2024. We remain dedicated to better serving our member governments. We are working to do this by continuing to bring the conversation to your communities to listen to your needs and determining how we can help improve quality of life across the region. Thus far we have visited all of our regions' counties, and have started the second round of visits.

As we look forward to 2025, we ask that you appoint elected leaders from your governing body to represent your community and be a part of our decision-making progress. H-GAC bylaws allow each member county to designate two elected officials as representatives and two elected officials as alternates to the General Assembly. Of the two representatives to the General Assembly, one shall be appointed to serve as the county's delegate to the Board of Directors, while the other representative shall be named as the alternate to the Board of Directors. The 2025 representative and alternate begin their terms of office on January 1, 2025. I have attached the nomination form on which you can designate your representatives. Please email the completed form to <u>Vanessa.McKeehan@h-gac.com</u>. If more information concerning General Assembly and Board of Directors membership would be useful, please contact me at 713-993-4514 or Rick Guerrero at 713-993-4598.

Thank you for Colorado County's continuing participation and support for the Houston-Galveston Area Council. We look forward to working with you in the coming year.

Sincerely,

Charles Wemple (Oct 1, 2024 05:35 CDT)

Chuck Wemple

Attachment

Street: 3555 Timmons Lane, Suite 120, Houston, TX 77027 
Mail: P.O. Box 22777, Houston, Texas 77227-2777
Phane: (713) 627-3200 
Veb: h-gac.com 
Social: @HouGcstvAreaCog

### COMMISSIONER'S COURT REGULAR MEETING

October 15, 2024

# DESIGNATION OF REPRESENTATIVES HOUSTON-GALVESTON AREA COUNCIL 2025 GENERAL ASSEMBLY AND BOARD OF DIRECTORS

**BE IT RESOLVED**, by the Commissioner's Court of Colorado County, Texas, that the following be and are hereby designated as the REPRESENTATIVES and ALTERNATES of the GENERAL ASSEMBLY of the Houston-Galveston Area Council for the year 2025 and that the REPRESENTATIVES to the GENERAL ASSEMBLY be designated as the DELEGATE and ALTERNATE to the Houston-Galveston Area Council BOARD OF DIRECTORS for the year 2025.

- 1. REPRESENTATIVE, GENERAL ASSEMBLY and DELEGATE, BOARD OF DIRECTORS Ty Prause, County Judge
- 2. REPRESENTATIVE, GENERAL ASSEMBLY and ALTERNATE, BOARD OF DIRECTORS Darrell Gertson, Commissioner Pct. 4

1. ALTERNATE, GENERAL ASSEMBLY

2. ALTERNATE, GENERAL ASSEMBLY

**THAT** the Executive Director of the Houston-Galveston Area Council be notified of the designation of the hereinabove named DELEGATES and ALTERNATES.

PASSED AND ADOPTED, this <u>15th</u> day of <u>October</u>, 2024.

APPROVED Commissioner's Court of Colorado County

# COMMISSIONER'S COURT REGULAR MEETING

# October 15, 2024

\_16. Grant for Routine Airport Maintenance Program FY2025 for Robert R. Wells Jr. Airport between Texas Department of Transportation and Colorado County. (Lowrance)

Motion by Judge Prause to approve a grant for Routine Airport Maintenance Program FY2025 for Robert R. Wells Jr. Airport between Texas Department of Transportation and Colorado County; seconded by Commissioner Brandt; 5 ayes 0 nays; motion carried; it was so ordered.

(See Attachment)

# COMMISSIONER'S COURT REGULAR MEETING

# October 15, 2024

### TEXAS DEPARTMENT OF TRANSPORTATION GRANT FOR ROUTINE AIRPORT MAINTENANCE PROGRAM

### (State Assisted Airport Routine Maintenance)

### TxDOT Project ID: M2513CLBU

### Part I - Identification of the Project

TO: The County of Colorado, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

This Grant is made between the Texas Department of Transportation, (hereinafter referred to as the "State"), on behalf of the State of Texas, and the County of Colorado, Texas, (hereinafter referred to as the "Sponsor").

This Grant Agreement is entered into between the State and Sponsor shown above, under the authority granted and in compliance with the provisions of the Transportation Code Chapter 21.

The project is for airport maintenance at the COLUMBUS - ROBERT R WELLS JR Airport.

### Part II - Offer of Financial Assistance

1. For the purposes of this Grant, the annual routine maintenance project cost, Amount A, is estimated as found on Attachment A, Scope of Services, attached hereto and made a part of this grant agreement.

State financial assistance granted will be used solely and exclusively for airport maintenance and other incidental items as approved by the State. Actual work to be performed under this agreement is found on Attachment A, Scope of Services. State financial assistance, Amount B, will be for ninety percent (90%) of the eligible project costs for this project or \$100,000.00, whichever is less, per fiscal year and subject to availability of state appropriations.

Scope of Services, Attachment A, of this Grant, may be amended, subject to availability of state funds, to include additional approved airport maintenance work. Scope amendments require submittal of an Amended Scope of Services, Attachment A.

Services will not be accomplished by the State until receipt of Sponsor's share of project costs.

# Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

Work shall be accomplished by August 31, 2025, unless otherwise approved by the State.

# COMMISSIONER'S COURT REGULAR MEETING

### October 15, 2024

2. The State shall determine fair and eligible project costs for work scope. Sponsor's share of estimated project costs, Amount C, shall be as found on Attachment A and any amendments.

It is mutually understood and agreed that if, during the term of this agreement, the State determines that there is an overrun in the estimated annual routine maintenance costs, the State may increase the grant to cover the amount of the overrun within the above stated percentages and subject to the maximum amount of state funding.

The State will not authorize expenditures in excess of the dollar amounts identified in this Agreement and any amendments, without the consent of the Sponsor.

3. Sponsor, by accepting this Grant certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify expended funds.

Upon execution of this Agreement and written demand by the State, the Sponsor's financial obligation (Amount C) shall be due in cash and payable in full to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay their obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-3. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

The State shall reimburse or credit the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C).

- 4. The Sponsor specifically agrees that it shall pay any project costs which exceed the amount of financial participation agreed to by the State. It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State which are in excess of the percentage of financial assistance (Amount B) as stated in Paragraph II-1.
- 5. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost. Reimbursement requests for locally contracted work shall be submitted on forms provided by the State and shall include copies of the invoices for materials or services. Payment shall be made for no more than 90% of allowable charges.

The State will not participate in funding for force account work conducted by the Sponsor.

6. This Grant shall terminate upon completion of the scope of services.

### Part III - Additional Requirements for Certain Equipment

# COMMISSIONER'S COURT REGULAR MEETING

# October 15, 2024

- 1. Certain purchase, installation, and subscription costs for eligible air traffic and operations monitoring equipment ("Equipment") are reimbursable as provided in this Part. If Grantee is seeking reimbursement for eligible Equipment costs, it must be shown in Attachment A.
- 2. For eligible Equipment, the State will reimburse 90% of the initial cost to purchase and install, not to exceed \$3,000.00, and 90% of the annual subscription fee for subsequent years, not to exceed \$3,000.00 per year.
- 3. Notwithstanding Section 2, for the one year prior to a master plan or airport layout plan update, TxDOT will reimburse up to 90% of the eligible costs, not to exceed \$5,400.00.
- 4. Eligibility Requirements
  - A. The Equipment must include the following items, at a minimum;
    - 1. Triangulation
    - 2. Noise abatement
    - 3. Aircraft tracking data for 30 days
    - 4. Identification of pavement utilization by airplane design group for the entire airport
    - 5. Equal effectiveness at both towered and non-towered airports
    - 6. Tracking of military and government aircraft, including FAA blocked aircraft
  - B. In order for costs to be eligible for RAMP reimbursement:
    - 1. The Sponsor must maintain and operate the Equipment for 3 years.
    - 2. On at least a quarterly basis, the Sponsor must provide to the State all data produced and collected by the Equipment.
    - 3. To be eligible for reimbursement of the annual subscription fee after the first year, the Sponsor must participate in the Routine Airport Maintenance Program, have an executed Grant Agreement for that year, and comply with all grant requirements.

# COMMISSIONER'S COURT REGULAR MEETING

### October 15, 2024

- C. The State may conduct on-site or off-site monitoring reviews of the Equipment during the initial required 3-year term, and during any years Sponsor seeks reimbursement of subscription costs. The Sponsor shall fully cooperate with the State and provide any required documentation. The Sponsor shall grant full access to the Equipment to the State or its authorized designee for the purpose of determining compliance, including, but not limited to:
  - 1. Whether the Equipment, and its operation and maintenance, are consistent with the requirements set forth in the Grant Agreement and this First Amendment;
  - 2. Whether the Sponsor is making timely progress with installation of the Equipment, and whether its management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in the Grant Agreement and this First Amendment, and are fully and accurately reflected in reports submitted to the State.
- D. Failure to maintain compliance with these requirements may result in the Sponsor having to repay grant funds to the State.

### Part IV - Sponsor Responsibilities

- 1. In accepting this Grant, if applicable, the Sponsor guarantees that:
  - a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Grant; and
  - b. the Airport or navigational facility which is the subject of this Grant shall be controlled by the Sponsor for a period of at least 20 years; and
  - c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Grant; and
  - d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting and navigational aids; and

### COMMISSIONER'S COURT REGULAR MEETING

## October 15, 2024

- e. through the fence access shall be reviewed and approved by the State; and
- f. it shall not permit non-aeronautical use of airport facilities, unless noted on an approved Airport Layout Plan, without prior approval of the State/FAA. This includes but is not limited to: the process of land disposal, any changes to the aeronautical or non-aeronautical land uses of the airport, land's deeded use from non-aeronautical to aeronautical, requests of concurrent use of land, interim use of land, approval of a release from obligations from the State/FAA, any of which will require 18 months, or longer; and
- g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and
- h. all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and
- i. an Airport Fund shall be established by resolution, order or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or a properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or another revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent grant or loan, Sponsor has complied with the requirements of this subparagraph; and
- j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and
- k. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace, unless sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State.

### COMMISSIONER'S COURT REGULAR MEETING

October 15, 2024

- 1. mowing services will not be eligible for state financial assistance. Sponsor will be responsible for 100% of any mowing services.
- 2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.
- 3. The Sponsor's acceptance of this Offer and ratification and adoption of this Grant shall be evidenced by execution of this Grant by the Sponsor. The Grant shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.

If it becomes unreasonable or impractical to complete the project, the State may void this agreement and release the Sponsor from any further obligation of project costs.

- 4. Upon entering into this Grant, Sponsor agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project. The Representative shall receive all correspondence and documents associated with this grant and shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor, and coordinate schedule for work items as required.
- 5. By the acceptance of grant funds for the maintenance of eligible airport buildings, the Sponsor certifies that the buildings are owned by the Sponsor. The buildings may be leased but if the lease agreement specifies that the lessee is responsible for the upkeep and repairs of the building no state funds shall be used for that purpose.
- 6. Sponsor shall request reimbursement of eligible project costs on forms provided by the State. All reimbursement requests are required to include a copy of the invoices for the materials or services. The reimbursement request will be submitted no more than once a month.
- 7. The Sponsor's acceptance of this Agreement shall comprise a Grant Agreement, as provided by the Transportation Code, Chapter 21, constituting the contractual obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the airport maintenance and compliance with the assurances and conditions as provided. Such Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this agreement.

### PART V - Nomination of the Agent

1. The Sponsor designates the State as the party to receive and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.

# COMMISSIONER'S COURT REGULAR MEETING

## October 15, 2024

2. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent to perform the following services:

- a. accept, receive, and deposit with the State any and all project funds granted, allowed, and paid or made available by the Sponsor, the State of Texas, or any other entity;
- b. enter into contracts as necessary for execution of scope of services;
- c. if State enters into a contract as Agent: exercise supervision and direction of the project work as the State reasonably finds appropriate. Where there is an irreconcilable conflict or difference of opinion, judgment, order or direction between the State and the Sponsor or any service provider, the State shall issue a written order which shall prevail and be controlling;
- d. receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with the State approved contracts;
- e. obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- f. reimburse sponsor for approved contract maintenance costs no more than once a month.

### PART VI - Recitals

- 1. This Grant is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.
- 2. It is the intent of this grant to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this grant be in addition to those local funds normally dedicated for airport maintenance.
- 3. This Grant is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Grant or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.

# COMMISSIONER'S COURT REGULAR MEETING

October 15, 2024

- a. Of primary importance to the State is compliance with the terms and conditions of this Grant. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Grant, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Grant, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Grant, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Grant null and void, or (5) any other remedy available at law or in equity.
- b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Grant, or for enforcement of any of the provisions of this Grant, is specifically set by Grant of the parties in Travis County, Texas.
- 4. The State reserves the right to amend or withdraw this Grant at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.
- 5. This Grant constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.
- 6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

# COMMISSIONER'S COURT REGULAR MEETING

# October 15, 2024

# Part VII - Acceptances

### Sponsor

The County of Colorado, Texas, does ratify and adopt all statements, representations, warranties, covenants, agreements, and all terms and conditions of this Grant.

15th day of \_ Oct. , 2034. Executed this \_

ture Sponsor S

The County of Colorado, Texas

Sponsor

Sponsor Signature

# COMMISSIONER'S COURT REGULAR MEETING

# October 15, 2024

# Acceptance of the State

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

STATE OF TEXAS TEXAS DEPARTMENT OF TRANSPORTATION

By:

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

.

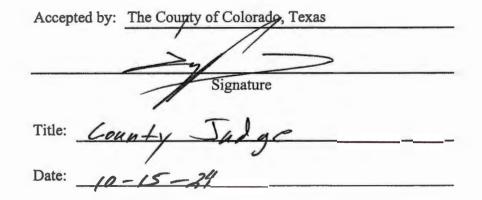
## COMMISSIONER'S COURT REGULAR MEETING

## October 15, 2024

Attachment A

## Scope of Services TxDOT Project ID: M2513CLBU

Eligible Scope Item:	Estimated Costs Amount A	State Share Amount B	Sponsor Share Amount C
GENERAL MAINTENANCE	\$111,111.11	\$100,000.00	\$11,111.11
TOTAL	\$111,111.11	\$100,000.00	\$11,111.11



<u>GENERAL MAINTENANCE: As needed, Sponsor may contract for services/purchase materials for</u> routine maintenance/improvement of airport pavements, signage, drainage, AWOS systems, approach aids, lighting systems, utility infrastructure, fencing, herbicide/application, sponsor owned and operated fuel systems, hangars, terminal buildings and security systems; professional services for environmental compliance, approved project design. Special projects to be determined and added by amendment.

Airport Operations Counting Systems: The purchase and installation of specified air traffic and operations monitoring equipment ("Equipment") is eligible for reimbursement as provided in Part III

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

### COMMISSIONER'S COURT REGULAR MEETING

October 15, 2024

### **CERTIFICATION OF AIRPORT FUND**

TxDOT Project ID:

M2513CLBU

The County of Colorado does certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

	The County of Colorado, Texas
	(Sponsor)
By:	m/2
	-
Title:	- County Jula
Date:	10-15-24

### **Certification of State Single Audit Requirements**

I, \_\_\_\_\_\_ do certify that the County of Colorado will comply with all requirements of the State

(Designated Representative)

of Texas Single Audit Act if the County of Colorado spends or receives more than the threshold amount in any grant funding sources during the most recently audited fiscal year. And in following those requirements, the County of Colorado will submit the report to the audit division of the Texas Department of Transportation. If your entity did not meet the threshold in grant receivables or expenditures, please submit a letter indicating that your entity is not required to have a State Single Audit performed for the most recent audited fiscal year.

Signature

Title

Date

## COMMISSIONER'S COURT REGULAR MEETING

# October 15, 2024

### DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

**TxDOT Project ID:** 

M2513CLBU

The County of Colorado, Ty Prause designates,

(Name, Title)

as the Sponsor's authorized representative, who shall receive all correspondence and documents associated with this grant and who shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor.

	The County of Colorado, Texas
	(Sponsor)
By:	
	- /
Title:	Colorado County Julge

Date: 10-15 - 24

**DESIGNATED REPRESENTATIVE** 

Mailing Address: 400 bas, Ty, 789 \$ 107

Overnight Mailing Address:

Telephone/Fax Number: (1997732-24.09 Email address: <u>ty. prauseoo. dora lo.</u> +x. us

# COMMISSIONER'S COURT REGULAR MEETING

# October 15, 2024

\_17. Resolution authorizing the submittal of a grant application for FY2025 Indigent Defense Formula Grant Program with the Texas Indigent Defense Commission. (Lowrance)

Motion by Judge Prause to approve a resolution authorizing the submittal of a grant application for FY2025 Indigent Defense Formula Grant Program with the Texas Indigent Defense Commission; seconded by Commissioner Gertson; 5 ayes 0 nays; motion carried; it was so ordered.

(See Attachment)

### COMMISSIONER'S COURT REGULAR MEETING

### October 15, 2024

# 2025 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 , 2024. day of

Attest: County Clerk ONERS ٩. 4 •0 • ٠ 6 ŝ 0 C. Not OF A D O .......

Ty Prause County Judge

### COMMISSIONER'S COURT REGULAR MEETING

October 15, 2024



CHAIR: Honorable Missy Medary Corpus Christi, Presiding Judge, 5th Administrative Judicial Region of Texas

EX OFFICIO MEMBERS: Honorable Sharon Keller Honorable Nathan Hecht Honorable Brandon Creighton Honorable Joseph "Joe" Moody Honorable Reggie Smith Honorable Sherry Radack Honorable Vivian Torres

MEMBERS APPOINTED BY GOVERNOR: Mr. Alex Bunin Honorable Richard Evans Mr. Jay Cohen Honorable Missy Medary Honorable Valerie Covey Honorable James R. "J.R." Woolley, Jr. Mr. James D. "Jim" Bethke

EXECUTIVE DIRECTOR: Scott Ehlers Ms. Michelle Lowrance Colorado County Courthouse Annex 318 Spring Street, Room 104 Columbus, Texas 78934

August 2, 2024

RE: Texas Indigent Defense Commission County Newsletter

Dear Ms. Lowrance,

We are excited to announce our County Newsletter, a digest of important due dates and information about what is new at the Texas Indigent Defense Commission (TIDC). Watch your inbox for our quarterly emails!

As the state entity that oversees, funds, and improves public defense throughout Texas, we are dedicated to serving you. Historically, TIDC only focused on representation for adult criminal cases and juvenile delinquency. As of September 1, 2023, our mandate also includes family protection representation (CPS cases). Our Texas judges, counties, and their attorneys perform three important tasks related to public defense:

- Indigent Defense Plan Submission (ID Plans): Local administrative judges and juvenile board chairs submit adopted ID Plans by November 1st in even numbered years;
- Indigent Defense Expenditure Reports (IDER): Counties submit their IDER by November 1st each year;
- Attorney Practice Time Report: Attorneys submit practice time reports by October 15<sup>th</sup> each year.

Please feel free to reach out to any of our team leaders or me via email to discuss your county's public defense program or with any questions.

We look forward to working with you and Colorado County.

Sincerely,

Scott Ehlers Executive Director, TIDC sehlers@tidc.texas.gov

# MINUTES OF THE COLORADO COUNTY COMMISSIONER'S COURT REGULAR MEETING October 15, 2024

# FISCAL 2024 REPORTING CALENDAR THANK YOU FOR SERVING OUR FELLOW TEXANS!

# SEPTEMBER

SUN	MON	TUE	WEB	THU	FRI	SAT
1	2	3	4	5		7
1		10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
28	30			-		

# OCTOBER

SUN	MON	TUE	WEB	THU	FRI	SAT
		1	2	3	4	5
•	7	•	9	10	11	12
13	14	15	16	17	18	19
28	21	22	23	24	25	21
27	28	28	30	31		

# NOVEMBER

SUN	MON	TUE	WEB	THU	FRI	SAT
					1	2
3	4	5	6	7	8	1
10	11	12	13	14	15	11
17	18	19	20	21	22	21
24	25	26	27	28	29	30

# UPCOMING DEADLINES

# October 15, 2024

Attorney Practice Time Report

Criminal, Juvenile Deliquency, and CPS cases



## November 1, 2024

Indigent Defense Expenditure Report Criminal, Juvenile Deliquency, and CPS cases

# **EVENTS AND TRAINING**

September 10-11, 2024

Indigent Defense Expenditure Report Trainings

> Attorney Practice Time Report Trainings

# HAVE A QUESTION? TIDC IS HERE TO HELP

**Policy Team Contact** Wesley Shackelford policy@tidc.texas.gov **Grants Team Contact** Edwin Colfax grants@tidc.texas.gov **Improvement Team Contact** William "Bill" Cox improvement@tidc.texas.gov **Family Protection Representation Team** Contact **Crystal Leff-Pinon** FPR@tidc.texas.gov **Research Team Contact** Dr. Sarah Gammell research@itidctexias.gcv

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

October 15, 2024





# UPCOMING DEADLINES

October 15, 2024 **Attorney Practice Time** Report Criminal, Juvenile Deliquency, and CPS cases

November 1, 2024 Indigent Defense **Expenditure Report** Criminal, Juvenile Deliquency, and CPS cases

SEE THE CALENDAR **BELOW FOR TRAININGS ON** UPCOMING COUNTY REPORTS

# ANNUAL REPORTING IS CHANGING...AND GETTING **BETTER!**

We are excited to announce this fall the Indigent Defense Expenditure Reports (IDERs) and Attorney Practice Time Reports will move to TIDC's new data website. We've improved the site with new features and tools to guide you through the reports. Look for an email inviting you to experience the new website once it is live.

# NEW WEBSITE MEANS NEW TRAINING **OPPORTUNITIES**

features. The training dates are on the newsletter

New means easier! We will have trainings in September to guide you and your team through the new data website and its reporting



calendar. You will receive invitations to register soon. Visit this link for the latest updates:

tidc.texas.gov/oversight/submit-data-and-reports.

# CAN'T ATTEND A TRAINING? WE'VE GOT YOU COVERED

We'll record and post the trainings on our YouTube channel. There will be a step-by-step guide for IDERs and Attorney Practice Time Reports. Watch here: youtube.com/@texasindigentdefensecommis4379



# JUSTICE BEYOND THE CITIES: THE STATE OF PUBLIC DEFENSE **IN TEXAS**

We've heard you. TIDC partnered with Texas A&M's Public Policy Research Institute to study Texas rural public defense needs, funded by a legislative rider. The study

highlights rural challenges, including a critical attorney shortage. Thanks to all who participated! Read the report:





**Executive Director** 



### COMMISSIONER'S COURT REGULAR MEETING

October 15, 2024



CHAIR: Honorable Missy Medary Corpus Christi, Presiding Judge, 5th Administrative Judicial Region of Texas

EX OFFICIO MEMBERS: Honorable Brandon Creighton Honorable William W. "Bill" Gravell, Jr. Honorable Nathan Hecht Honorable Sharon Keller Honorable Emily Miskel Honorable Joseph "Joe" Moody Honorable Reggie Smith

MEMBERS APPOINTED BY GOVERNOR: Mr. James D. "Jim" Bethke Mr. Alex Bunin Mr. Jay Cohen Honorable Valerie Covey Honorable Richard Evans Honorable Missy Medary Honorable James R. "J.R. Woolley, Jr.

EXECUTIVE DIRECTOR: Scott Ehlers September 27, 2024

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

#### **Re: FY2025 Formula Grant Request for Applications**

**Dear Judge Prause:** 

TIDC announces the FY2025 Formula Grant Request for Applications (RFA). Applications are due Friday, November 15, 2024. 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: Commissioners Court should adopt the attached FY2025 TIDC Formula Grant Resolution.

Upload the signed resolution on TIDC's grants and reporting website, <u>https://tidc.tamu.edu</u>, 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 submit their biennial indigent defense plans by November 1, 2023 through our online system. TIDC staff will continue to work with counties to ensure that all 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, 2024. The reporting manual for county financial officers is available at <u>http://www.tidc.texas.gov/oversight/submit-data-andreports/</u>. Both 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: <u>www.tidc.texas.gov</u>.

Please contact us at <u>Grants@tidc.texas.gov</u> or 512-936-6994 if you have any questions about the FY2025 Formula Grant or the application process.

Sincerely,

#### **Missy Medary**

Chair, Texas Indigent Defense Commission Presiding Judge, 5th Administrative Judicial Region of Texas

**Enclosed**:

FY2025 Formula Grant RFA FY2025 Formula Grant Resolution

# COMMISSIONER'S COURT REGULAR MEETING

October 15, 2024



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

# FY2025 Formula Grant Program Request for Applications (RFA)

**Issued September 2024** 

### 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 2025 must be submitted on-line by Friday, November 15, 2024. The grant period is October 1, 2024 through September 30, 2025.

### Total FY 2025 Formula Grant Amount Budgeted: \$17 million

### **Eligibility for Formula Grants**

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

- 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, 2024 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 are due November 1, 2023. Formula grant payments during the year may be withheld until plans are submitted or meet the minimum requirements for each plan section.

## COMMISSIONER'S COURT REGULAR MEETING

October 15, 2024

- 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 2023 through August 2024 are due not later than September 30, 2024 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.

### COMMISSIONER'S COURT REGULAR MEETING

October 15, 2024

### **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 "FY2025" 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 Friday, November 15, 2024. Alternatively, you may email the resolution to <u>Grants@tidc.texas.gov</u>.

Contact Doriana Torres, Grants Administrator, Grants@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.

# COMMISSIONER'S COURT REGULAR MEETING

October 15, 2024

### **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 FY25 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).

### **COMMISSIONER'S COURT REGULAR MEETING**

### October 15, 2024

### 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)

# COMMISSIONER'S COURT REGULAR MEETING

October 15, 2024

\_18. Fifth Contract Renewal with Appriss Insights, LLC, to provide the Statewide Automated Victim Notification Service (SAVNS). (Lowrance)

Motion by Judge Prause to approve the Fifth Contract Renewal with Appriss Insights, LLC,

to provide the Statewide Automated Victim Notification Service (SAVNS); seconded by

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

(See Attachment)

### COMMISSIONER'S COURT REGULAR MEETING

October 15, 2024

### FIFTH CONTRACT RENEWAL PARTICIPATING ENTITY SERVICES AGREEMENT FOR THE STATEWIDE AUTOMATED VICTIM NOTIFICATION SERVICE (SAVNS)

### Contract No. 20222344900-341-01

WHEREAS, the Office of the Attorney General (OAG) is the Texas State agency tasked with certifying a statewide vendor to provide a Statewide Automated Victim Notification Service (SAVNS) to a variety of political subdivisions of the State of Texas, including counties, county Sheriffs, clerks and attorneys, district attorneys, and courts ("Participating Entities");

WHEREAS OAG certified and contracted with Appriss Insights, LLC. ("Vendor") as the statewide vendor to provide SAVNS to each of the Participating Entities ("OAG Certification Agreement");

WHEREAS Colorado County as a Participating Entity and VENDOR executed a Participating Services Agreement identified as Contract No. 20222344900-341-01 under which VENDOR would provide SAVNS to Colorado County (the "Contract");

WHEREAS SECTION 1 of the Contract permitted the Colorado County to, in its sole and absolute discretion, renew the Contract to the extent the OAG Certification Agreement, remains in effect;

WHEREAS the OAG amended the OAG Certification Agreement, extending the term thereof to August 31, 2025;

NOW, THEREFORE, THIS FIFTH CONTRACT RENEWAL is exercised by Colorado County as follows:

The Contract terminated on August 31, 2023, and was renewed through August 31, 2024. The Contract is hereby renewed, with this Fifth Contract Renewal Term ("Fifth Renewal Term") to begin on September 1, 2024 and end of August 31, 2025 at a cost up to \$5,935.12 for services during the Fifth Renewal Term. Pursuant to Section 1 of the Contract, this Fifth Renewal Term and any subsequent renewals, shall be subject to all specifications and terms and conditions of the Contract, the OAG Certification Agreement, and the Incorporated Documents as defined in Section 2 therein.

Colorado County by Signature Name

Acknowledged by Appriss Insights, LLC.

Signature

Jarrod Carnahan Name

te County Jul

9/24/2024 Date

VP, Government and Victim Services Title

# COMMISSIONER'S COURT REGULAR MEETING

## October 15, 2024

Statewide Automated Victim Notification Service (SAVNS) Maintenance Grant Contract with the \_19. Office of the Attorney General for SAVNS grant program funding for FY2025. (Lowrance)

Motion by Judge Prause to approve the Statewide Automated Victim Notification Service (SAVNS) Maintenance Grant Contract with the Office of the Attorney General for SAVNS grant program funding for FY2025; seconded by Commissioner Neuendorff; 5 ayes 0 nays; motion carried; it was so ordered.

(See Attachment)

# COMMISSIONER'S COURT REGULAR MEETING

October 15, 2024



### RE: FY 2025 SAVNS Grant Contract

Contract Number: C-01667

Grantee: Colorado County

Amount: \$5,935.12

**Executed:** 

Term: September 1, 2024 – August 31, 2025

**Budget Coding:** 

ORG	PCA	Agy Obj		
B310000	11300	76125137		

### COMMISSIONER'S COURT REGULAR MEETING

October 15, 2024

# SAVNS MAINTENANCE GRANT CONTRACT

### OAG Contract No. C-01667

This contract ("Grant Contract") is executed between the Office of the Attorney General (OAG) and Colorado County

(GRANTEE) for certain grant funds. The OAG and GRANTEE may be referred to in this Grant Contract individually as "Party" or collectively as "Parties."

### SECTION 1. PURPOSE OF THE CONTRACT

The purpose of the OAG Statewide Automated Victim Notification Service (SAVNS) grant program is to assist Texas counties and other entities in maintaining a statewide system that will provide relevant offender release information, notification of relevant court settings or events to crime victims and other interested individuals, promote public safety, and support the rights of victims of crime. To ensure a standard statewide service to a variety of political subdivisions of the State of Texas, including counties, county Sheriffs, clerks and attorneys, district attorneys, and courts ("Participating Entities"), including GRANTEE, the OAG makes grant funds available for eligible expenses related to SAVNS services delivered to GRANTEE by the vendor certified by the OAG.

The OAG published a Request for Offer (RFO) for Statewide Automated Victim Services May 11, 2019. After an evaluation of offers, the OAG identified, certified, and entered into a contract with a single vendor to provide statewide automated victim notification services ("SAVNS Services"). The initial term of the OAG Vendor Certification and Service Agreement ("OAG Certification Agreement") is/was from September 1, 2019, to August 31, 2020 ("Initial Term"). On August 28, 2024, OAG renewed the OAG Certification Agreement with the renewal term to begin on September 1, 2024, and end on August 31, 2025 ("Fifth Renewal Term"). The vendor certified to provide the services is Appriss Insights, LLC, ("Certified Vendor"), a Kentucky corporation authorized to do business in Texas.

### SECTION 2. TERM OF THE CONTRACT

This Grant Contract shall begin on September 1, 2024, and shall terminate August 31, 2025, unless it is terminated earlier in accordance with another provision of this Grant Contract.

### SECTION 3. GRANTEE'S CONTRACTUAL SERVICES

3.1. Grantee Participating Entity Service Contract. GRANTEE shall execute a Service Agreement with the Certified Vendor to provide services consistent with, and subject to the limitations contained in, the OAG Certification Agreement and documents incorporated therein.

SAVNS Contract - FY 2025 Page 1 of 24

# COMMISSIONER'S COURT REGULAR MEETING

October 15, 2024

Specifically, the Participating Entity Service Contract attached hereto as Exhibit B shall be used by GRANTEE in entering into a contractual relationship with the Certified Vendor. All grant funds provided under this Grant Contract shall be conditioned on the GRANTEE's use of the exemplar Participating Entity Service Contract, as attached hereto, and in addition to any requisite amendment, renewal, or extensions made or otherwise exercised by GRANTEE pursuant to Section 1 therein. GRANTEE further acknowledges and agrees that no changes or modifications may be made to the Participating Entity Service Contract or to any executed Participating Entity Service Contract between GRANTEE and the Certified Vendor, except as specifically authorized within this Grant Contract in Section 3.1.1 below, as otherwise separately authorized by the OAG in writing, or to accomplish an amendment, renewal, or extension made or otherwise exercised by GRANTEE pursuant to Section 1 therein. Notwithstanding the foregoing, GRANTEE is encouraged to negotiate and include additional terms and conditions individually tailored to meet the GRANTEE's unique needs related to the SAVNS program, only to the extent any such additional terms and conditions do not limit or otherwise conflict with the exemplar Participating Entity Service Contract as attached hereto as Exhibit B.

**3.1.1** Authorized Modifications to the Participating Entity Service Agreement. GRANTEE is hereby authorized, without additional approval of the OAG, to include additional terms, conditions, or requirements related to the following sections of the Participating Entity Service Agreement as attached hereto as Exhibit B:

- a. <u>Section 6 Additional Services</u>: GRANTEE may require, negotiate, and include additional terms or conditions relating to the mutual agreement, provision, and payment for Additional Services that do not otherwise modify, impact, or limit the services required under the exemplar Participating Entity Service Agreement;
- b. <u>Section 7.1 Performance Reports</u>: GRANTEE may require reports relating to the performance standards and requirements of the SAVNS system under the exemplar Participating Entity Service Agreement;
- c. <u>Section 7.2 Performance Remedies</u>: GRANTEE may require additional terms or conditions relating to the calculation and withholding mechanism for Certified Vendor's failure to meet its performance requirements under the exemplar Participating Entity Service Agreement;
- d. <u>Sections 9.2(a) and 9.2(b)(iii) Standard of Care</u>: GRANTEE may require Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;
- e. <u>Sections</u> 9.3(b), 9.3(c). and 9.3(d) Information <u>Security</u>: GRANTEE may require Cerified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;
- f. Section 9.4(b)(iv) Security Breach Procedures: GRANTEE may require

SAVNS Contract - FY 2025 Page 2 of 24

### COMMISSIONER'S COURT REGULAR MEETING

October 15, 2024

Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;

- g. <u>Section 9.5 Oversight of Security Compliance</u>: GRANTEE may require Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;
- h. <u>Section 10.4 Exclusions</u>: GRANTEE may require Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;
- i. <u>Section 12.1 Limitation of Liability</u>: The Certified Vendor may request a limitation of liability to be included. It is incumbent on the GRANTEE to determine if the proposed limitation is sufficient, permissible under applicable state and local law, and whether or not to include and incorporate such limitation into the Participating Entity Service Agreement;
- j. <u>Section 12.2 Indemnification</u>: GRANTEE may require, negotiate, and include additional or alternative indemnification provisions, to the extent such provisions are permissible under applicable state and local law, either in addition to or in lieu of those included within the Participating Entity Service Agreement; and
- **k.** <u>Section 14.5 Dispute Resolution</u>: GRANTEE may require specific dispute resolution provisions compliant with its local laws, regulations, and other policies applicable to the GRANTEE.

**3.1.2** Executed Copy of Financial Participating Entity Service Contract Required. GRANTEE is hereby placed on immediate financial hold, consistent with Section 9.2 of this Grant Contract, and will remain on financial hold until OAG receives an executed copy of the Participating Service Contract along with any requisite amendment, renewal, or extensions made or otherwise exercised by GRANTEE pursuant to Section 1 therein in accordance with and as required by this section. To the extent the executed Participating Entity Service Contract includes any additional terms or conditions that limit or otherwise conflict with the exemplar Participating Entity Service Contract as attached here as Exhibit B, the GRANTEE will continue to remain on financial hold until GRANTEE provides OAG an executed Participating Service Contract in accordance with and as required by this section and consistent with the exemplar Participating Entity Service Contract as attached here as Exhibit B.

3.2 Grantee Maintenance Plan. GRANTEE agrees to establish and follow a "Maintenance Plan." The Maintenance Plan, at a minimum, will be designed to accomplish the following: make

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available offender information that is timely, accurate, and relevant to support the SAVNS Services; verify the Certified Vendor's performance according to the Participating Entity Service Contract; satisfactorily discharge GRANTEE's obligations as described in the Participating Entity Service Contract; and identify and dedicate GRANTEE staff, resources, and equipment necessary to maintain the SAVNS services in the Participating Entity Service Contract.

3.3 GRANTEE Service Levels. In addition to other service levels that the GRANTEE may impose, GRANTEE will inspect, monitor, and verify the performances required of the Certified Vendor as provided in the Participating Entity Service Contract as well as this Grant Contract. GRANTEE will execute a Participating Entity Service Contract with the Certified Vendor for the term of this Grant Contract. GRANTEE will verify that input data (the jail and court data elements used by the SAVNS system) is entered accurately and on a timely basis.

GRANTEE will allow on-site monitoring visits to be conducted by OAG or its authorized representative.

3.4 Cooperation with Statewide Stakeholders. GRANTEE will reasonably cooperate with and participate in Statewide Stakeholder meetings and efforts to monitor and improve the SAVNS services on a statewide basis. GRANTEE may reasonably agree to designate third-parties to assist the OAG, GRANTEE, and the other Statewide Stakeholders in the overall monitoring, inspection, and verification of the Certified Vendor's performances.

3.5 Scope of Services. For the purpose of this Grant Contract, the requirements, duties, and obligations contained in Section 3 of this Grant Contract are collectively referred to as the "Scope of Services." As a condition of reimbursement, GRANTEE agrees to faithfully, timely, and in a good and workman-like manner implement and maintain the services in compliance with the Scope of Services. GRANTEE shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of its SAVNS program.

3.6 Special Conditions. The OAG may, at its sole discretion, impose additional requirements not specifically provided for in this Grant Contract based on a need for information, ("Special Conditions") on GRANTEE, without notice and without amending this Grant Contract. The OAG, at its sole discretion, may supplement, amend, or adjust the Special Conditions of this Grant Contract. The imposition of any Special Conditions places GRANTEE on immediate financial hold, consistent with section 9.2, without further notice, until all Special Conditions are satisfied.

**3.7** Appriss Insights, LLC, Victim Information and Notification Everyday (VINE) Training. GRANTEE shall complete VINE training and verify completion of the training program to the OAG prior to requesting reimbursement. No reimbursements will be processed until GRANTEE has verified completion by submitting a training certificate to the OAG.

3.8 VineWatch Enrollment. The OAG's certified vendor uses the VineWatch system as the database for victim notifications in Texas. GRANTEE must register applicable staff in the VineWatch online notification system to maintain GRANTEE data and continuation of

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notifications. There must be at least one individual registered as an Agency Administrator and an Emergency Operations Person to contact in case of outages or other issues. If registered staff leave employment with GRANTEE or transfer to a non-SAVNS related position, GRANTEE must provide information for a new individual for VineWatch registration to the OAG within five business days of the former staff member's departure or transfer.

**3.9 VineWatch Review and Monitoring.** GRANTEE must review offender information in the VineWatch system annually to ensure information in the system is accurate and current. If GRANTEE also has their district or county court enrolled in the SAVNS program, cases uploaded to VineWatch must also be reviewed once a year to prohibited information is not maintained in the system. GRANTEE must work with the SAVNS vendor to remove inaccurate or prohibited information in a timely manner after initial discovery. If requested by the OAG, GRANTEE must show documentation that the check has been conducted, and if issues were discovered, documentation of resolution of issues with the SAVNS vendor.

#### SECTION 4. GRANTEE'S OBLIGATIONS AND REQUIRED REPORTS

#### 4.1 General Matters

**4.1.1 Required Reports; Form of Reports; Filings with the OAG.** GRANTEE shall forward to the OAG all applicable reports and forms as specified by the OAG. GRANTEE shall ensure that it files each document or form required by the OAG in an accurate and timely manner. Unless filing dates are given herein, all other reports and other documents that GRANTEE is required to forward to the OAG shall be promptly forwarded. From time to time, the OAG may require additional information from GRANTEE.

**4.1.2** Cooperation; Additional Information. GRANTEE shall cooperate fully with the OAG. In addition to the information contained in the required reports, other information may be required as requested by the OAG.

**4.1.3** Notification of Changes in Organization, Changes in Authorized Official or Grant Contact. GRANTEE shall submit written notice to the OAG of any change in the following: GRANTEE's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business in Texas. Such notice shall be provided, when possible, in advance of such change, but in no event later than ten (10) business days after the effective date of such change. A change in GRANTEE's name requires an amendment to the Grant Contract.

To change an Authorized Official, GRANTEE must submit a written request on GRANTEE's letterhead, with an original signature of someone with actual authority to act on behalf of GRANTEE. To change the grant contact, GRANTEE must submit a written request on GRANTEE's letterhead signed by an Authorized Official.

4.1.4 Standards for Financial and Programmatic Management. GRANTEE and its

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governing body shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization including financial and programmatic policies and procedures to ensure the integrity of the fiscal and programmatic management of the organization.

Such fiscal and programmatic management shall include but is not limited to the following: accountability for all funds and materials received from the OAG; compliance with OAG rules, policies and procedures, and applicable federal and state laws and other applicable requirements; and correction of fiscal and program deficiencies identified through self-evaluation and/or the OAG's monitoring processes. Ignorance of any contract provisions or other requirements referenced in this Grant Contract shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.

GRANTEE shall develop, implement, and maintain appropriate financial management and control systems. The systems must include budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs; accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; allocation of costs; and timely and appropriate audits and resolution of any findings and applicable annual financial statements, including statements of financial position, activities, and cash flows, prepared on an accrual basis in accordance with Generally Accepted Accounting Principles or other recognized accounting principle.

**4.1.5** Security and Confidentiality of Records. GRANTEE shall establish a method to secure the confidentiality of records required to be kept confidential by applicable federal or state law, rules or regulations. This provision shall not be construed as limiting the OAG's access to such records and other information.

**4.1.6 Public Information Act.** Information, documentation, and other material in connection with this Grant Contract or the underlying grant may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, GRANTEE is required to make any information created or exchanged with OAG, the State of Texas, or any state agency pursuant to the Grant Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to OAG, the State of Texas, or any state agency.

#### 4.2 Programmatic Reports

**4.2.1** Service Reports. GRANTEE shall submit service delivery reports, programmatic performance reports and other reports to the extent requested by OAG, in a format and on a timely basis, as established by the OAG. GRANTEE will submit other reports as requested by the OAG.

**4.2.2** Written Explanation of Variance. GRANTEE shall provide a written explanation to the OAG on a quarterly basis to the extent that the performance of the SAVNS system, the Certified Vendor, or the GRANTEE varies from the projected performance thereof as provided in the

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Maintenance Plan required by Section 3.2 hereunder. In addition to the written explanation, GRANTEE shall promptly answer any questions from the OAG, whether in writing or otherwise, in connection with the quarterly and annual reports presented to the OAG.

**4.2.3** Other Program Reports. GRANTEE shall cooperate fully in any social studies, fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by GRANTEE, which may be conducted by the OAG or its designees.

GRANTEE shall submit service delivery reports required by the contract or self-evaluations of performance and other reports requested by the OAG in appropriate format and on a timely basis and make available at reasonable times and for reasonable periods client records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by the OAG or its designees.

**4.2.4 "Problem Log."** GRANTEE shall establish a "Problem Log" that records all problems noted with the SAVNS system, including, but not limited to, system down time, system outages, and equipment failure. The Problem Log will provide when the problem was identified, to whom the problem was referred, steps taken to resolve the problem, and when the problem was resolved. GRANTEE shall provide OAG with any and all Problem Logs at OAG's request.

#### 4.3 Financial Matters

**4.3.1** Annual Budgets. With regard to the use of funds pursuant to this Grant Contract, GRANTEE will immediately review the budget for the fiscal year and the allowable expenditures, as shown on Exhibit A.

**4.3.2** Quarterly Requests for Reimbursement. OAG grant funds will be paid on a costreimbursement basis no more frequently than quarterly pursuant to the process below. The OAG shall only reimburse actual and allowable allocable costs incurred and paid by GRANTEE during the term of this Grant Contract. The OAG is not obligated to reimburse expenses that were incurred prior to the commencement or after the termination or expiration of this Grant Contract. Any payments made by the OAG shall not exceed the actual and allowable allocable costs of GRANTEE to obtain services from the Certified Vendor for services within the "scope of services" of this Grant Contract. GRANTEE will submit to the OAG requests for reimbursement for the actual and allowable allocable costs incurred by GRANTEE to obtain services from the Certified Vendor for services within the "scope of services" of this Grant Contract. GRANTEE is responsible for submitting its invoices to the OAG in an accurate and timely manner. The requests for reimbursement must be accompanied by supporting documentation as required by the OAG. The OAG may from time to time require different or additional supporting documentation.

a. GRANTEE shall submit a request for reimbursement to the OAG for the prior quarter by the fifth (5th) of the next month following the end of each quarter. The four quarters for each fiscal year covered by the term of this Grant Contract end respectively on November 30, February 28, May 31, and August 31.

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**b.** GRANTEE shall include a verification with its request for reimbursement stating that the GRANTEE received the services from the Certified Vendor during the preceding quarter and incurred the actual and allowable allocable costs for which GRANTEE seeks reimbursement.

c. If GRANTEE does not submit the required request for reimbursement and verification to the OAG within twenty (20) days of the next month following the end of any quarter, the OAG will determine what steps will be taken next, including placing the Grant Contract on financial hold or terminating the Grant Contract. If an OAG Grant Contract is placed on financial hold or terminated, the GRANTEE remains responsible for any contractual obligation it has with Certified Vendor. The OAG will not be responsible for collection efforts on behalf of the Certified Vendor.

4.3.3 Limited Pre-Reimbursement Funding to GRANTEE. Notwithstanding Section 4.3.2 above, the OAG, may, at its sole discretion, provide limited pre-reimbursement funding for reimbursable expenses to GRANTEE. This limited funding is not preferred and may be allowed upon submission of the following written documentation supporting the request: a. A fully executed Participating Entity Services Agreement with the Certified Vendor

a. A fully executed Participating Entity Services Agreement with the Certified Vendor for the time period covered by this Grant Contract;

b. An invoice from the Certified Vendor which includes the dates covered under this Grant Contract;

c. A completed OAG form "Verification of Continuing Production Record" which shall be provided by the OAG upon request;

d. An invoice to the OAG that complies with the requirements of the OAG; and

e. A written justification, signed by the Authorized Official or the Authorized Official's designee, explaining the need for pre-reimbursement funding.

**4.3.4** Fiscal Year End Required Reports. GRANTEE shall submit fiscal year-end required reports that shall be received by the OAG on or before September 20 of each year covered by the term of this Grant Contract. The year-end reports shall include the following:

- a. Record of Reimbursement. GRANTEE will submit a reconciled record of its expenses for the prior fiscal year.
- b. Equipment Inventory Report. To the extent the purchase of equipment is authorized under this grant and GRANTEE purchases equipment with grant funds. GRANTEE will submit an Equipment Inventory Report which provides a record of the current inventory of items purchased, disposed of, replaced or transferred for any equipment that was purchased with grant funds.

#### 4.3.5 Annual Independent Financial Audit Report.

GRANTEES that are required to undergo a Single Audit must complete and submit the Single Audit of the complete program and/or organization and management letter of the audit findings within nine months of the end of the fiscal year of the agency. The audit will meet Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 CFR

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200 and Texas Grant Management Standards (TxGMS) requirements. GRANTEES whose expenditures require the completion of a Single Audit, must submit a Single Audit to the OAG, an Annual Independent Financial Audit will not satisfy the audit requirement. GRANTEES that are required to undergo an Annual Independent Financial Audit by statute, regulation, or organizational policy must submit the Annual Financial Audit of the complete program and/or organization and management letter of the audit findings if requested by the OAG. GRANTEES who do not meet the expenditure threshold of the Single Audit and are not required by statute, regulation, or organizational policy to complete an Annual Audit, are not required to submit an Annual Audit to the OAG.

**4.3.6** Close Out Invoice GRANTEE shall submit a final invoice not later than twenty (20) days after the earlier of (1) the termination of this Grant Contract; or (2) the end of each state fiscal year covered by the term of this Grant Contract.

**4.3.7 Refunds and Deductions.** If the OAG determines that an overpayment of grant funds under this Grant Contract has occurred, such as payments made inadvertently, pre-reimbursement payments that were not expended, or payments made but later determined not to be actual and allowable allocable costs, the OAG may seek a refund from GRANTEE and/or the Certified Vendor. The OAG, in its sole discretion, may offset and deduct the amount of the overpayment from any amount owed as a reimbursement under this Grant Contract, or may choose to require a payment directly from GRANTEE and/or the Certified Vendor rather than offset and deduct any amount. GRANTEE and/or the Certified Vendor shall promptly refund any overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OAG unless an alternate payment plan is specified by the OAG.

**4.3.8 Purchase of Equipment; Maintenance and Repair; Title upon Termination.** GRANTEE shall not give any security interest, lien or otherwise encumber any item of equipment purchased with contract funds. GRANTEE shall permanently identify all equipment purchased under this Grant Contract by appropriate tags or labels affixed to the equipment. GRANTEE shall maintain a current inventory of all equipment, which shall be available to the OAG at all times upon request; however, as between the OAG and GRANTEE title for equipment will remain with GRANTEE.

GRANTEE will maintain, repair, and protect all equipment purchased in whole or in part with grant funds under this Grant Contract so as to ensure the full availability and usefulness of such equipment. In the event GRANTEE is indemnified, reimbursed, or otherwise compensated for any loss or destruction of, or damage to, the equipment purchased under this Grant Contract, it shall use the proceeds to repair or replace said equipment.

**4.3.9 Direct Deposit.** GRANTEE may make a written request to the OAG to be placed on Direct Deposit status by completing and submitting to the OAG the State Comptroller's Direct Deposit Authorization Form. After the direct deposit request is approved by the OAG and the setup is completed on the Texas Identification Number System by the State Comptroller's Office, payment will be remitted by direct deposit and the OAG will discontinue providing GRANTEE with copies

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of reimbursement vouchers.

**4.3.10 Debts and Delinquencies.** GRANTEE agrees that any payments due under the Grant Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

4.4 Notification of Change in Jail Management System and/or Court Management System. GRANTEE shall submit written notice to the OAG of any change in the following: Jail Management System and/or Court Management System Vendor, Jail Management System and/or Court Management System software or version of software, or any change in the hardware supporting these systems (router, hard drive, etc.) that may impact the transference of data to the SAVNS Vendor. Such notice for change in management vendors or software shall be provided at least sixty (60) days in advance of such change. Notice of change in hardware supporting the systems must occur as soon as possible after the issue occurred that caused the need for replacement but prior to replacement.

#### 4.5 Compromising Matters

**4.5.1 Reporting of Suspected Fraud, Waste, Abuse to the OAG.** GRANTEE agrees to notify the OAG of suspected Fraud, Waste, Abuse of grant funds within five business days of discovery. Failure to report in the required timeframe may result in contract termination.

**4.5.2 Reporting of Phishing, Hacking, or Compromised Computer Systems.** GRANTEE agrees to notify the OAG of any Phishing, Hacking, or any other related activity that resulted in loss of funds, or compromised banking information, within five business days of discovery. Failure to report in the required timeframe may result in contract termination.

#### SECTION 5. OBLIGATIONS OF OAG

5.1 Monitoring. The OAG is responsible for monitoring GRANTEE to ensure the effective and efficient use of grant funds to accomplish the purposes of this Grant Contract.

**5.2** Maximum Liability of OAG. The maximum liability of the OAG is contained in the attached Exhibit A. Any change to the maximum liability is void unless supported by a written amendment to this Grant Contract executed between OAG and GRANTEE.

**5.3** Payment of Authorized Costs. The OAG shall be obligated to reimburse GRANTEE for all actual and allowable allocable costs incurred by GRANTEE pursuant to this Grant Contract. The OAG is not obligated to pay unauthorized costs. Prior written approval from the OAG is required if GRANTEE anticipates altering the scope of the grant, adding funds to previously unawarded budget categories, changing funds in any awarded budget category by more than 10% of the annual budget and/or adding new line items to any awarded budget category.

Notwithstanding the foregoing, should GRANTEE wish to alter the scope of the grant or change

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the goals of the grant by adding or eliminating goals which were included in the GRANTEE's final "Scope of Services" included in Section 3 above, such alteration or change may only be achieved by a written, duly executed amendment to this Grant Contract.

5.4 Contract Not Entitlement or Right. Reimbursement with contract funds is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all terms, conditions and provisions of this Grant Contract. The OAG and GRANTEE agree that any act, action or representation by either Party, their agents or employees that purports to increase the maximum liability of the OAG is void, unless a written amendment to this Grant Contract is first executed. GRANTEE agrees that nothing in this Grant Contract will be interpreted to create an obligation or liability of the OAG in excess of the funds delineated in this Grant Contract.

5.5 Funding Limitation. GRANTEE agrees that funding for this Grant Contract is subject to the actual receipt by the OAG of grant funds (state and/or federal) appropriated to the OAG. GRANTEE agrees that the grant funds, if any, received from the OAG are limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the OAG for the purpose of this Grant Contract. GRANTEE agrees that notwithstanding any other provision of this Grant Contract, if the OAG is not appropriated the funds, or if the OAG does not receive the appropriated funds for this grant program, or if the funds appropriated to the OAG for this grant program are required to be reallocated to fund other state programs or purposes, the OAG is not liable to pay the GRANTEE any remaining balance on this Grant Contract.

#### SECTION 6. TERMINATION

**6.1** Termination for Convenience. Either Party may, at its sole discretion, terminate this Grant Contract, without recourse, liability or penalty, upon providing written notice to the other Party thirty (30) calendar days before the effective date of such termination.

**6.2** Termination for Cause. In the event that GRANTEE fails to perform or comply with an obligation of the terms, conditions, and provisions of this contract, or if the OAG receives financial reporting which indicates high financial risk, the OAG may, upon written notice of the breach to GRANTEE, immediately terminate all or any part of this contract.

**6.3** Termination for Failure to Maintain Financial Viability. The OAG may terminate the contract if, in its sole discretion, the OAG has a good faith belief that GRANTEE no longer maintains the financial viability required to complete the services and deliverables, or otherwise fully perform its responsibilities under the contract.

6.4 Termination Not Exclusive Remedy; Survival of Terms and Conditions. Termination is not an exclusive remedy but will be in addition to any other rights and remedies provided in equity, by law, or under this Grant Contract.

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Termination of this Grant Contract for any reason or expiration of this Grant Contract shall not release the Parties from any liability or obligation set forth in this Grant Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination. The following terms and conditions, (in addition to any others that could reasonably be interpreted to survive but are not specifically identified), survive the termination or expiration of this Grant Contract: Sections 4, 5, 7, 11, and 12.

6.5 **Refunds to OAG by GRANTEE.** If the GRANTEE terminates for convenience under Section 6.1, or if the OAG terminates under Sections 6.1 or 6.2 before the purpose of this Grant Contract is accomplished, then the OAG may require the GRANTEE and/or the Certified Vendor to refund all or some of the grant funds paid under this Grant Contract. Such funds include those funds representing the number of months of SAVNS services that were previously invoiced and paid by the OAG under this Grant Contract.

6.6 Notices to Certified Vendor. Any termination of this Grant Contract will also be forwarded by the terminating Party to the Certified Vendor.

#### SECTION 7. AUDIT RIGHTS; RECORDS RETENTION

7.1 Duty to Maintain Records. GRANTEE shall maintain adequate records that enable the OAG to verify all reporting measures and requests for reimbursements related to this Grant Contract. GRANTEE also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, the State Auditor's Office or other auditors of the State of Texas, the federal government, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this Grant Contract.

7.2 Records Retention. GRANTEE shall maintain and retain records for a period of seven (7) years after the Grant Contract is completed or expires, or all issues that arise from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving the Grant Contract or documents are resolved. The records include, but may not be limited to, the Grant Contract, any contract solicitation documents, any documents that are necessary to fully disclose the extent of services provided under the Grant Contract, any daily activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered. OAG may, at its discretion, direct GRANTEE to retain documents for a longer period of time or transfer certain grant records to OAG custody when it is determined the records possess longer term retention value. GRANTEE must include the substance of this clause in all subcontracts.

7.3 Audit Trails. GRANTEE shall maintain appropriate audit trails to provide accountability for all reporting measures and requests for reimbursement. Audit trails maintained by GRANTEE will, at a minimum, identify the supporting documentation prepared by GRANTEE to permit an audit of its systems. GRANTEE's automated systems, if any, must provide the means whereby authorized personnel have the ability to audit and verify contractually required performances and

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to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information.

7.4 Access and Audit. At the request of the OAG, GRANTEE shall grant access to and make available all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this Grant Contract, compliance with applicable state or federal laws and regulations, and the operation and management of GRANTEE to the OAG or its designees for the purposes of inspecting, auditing, or copying such items. GRANTEE will direct any other entity, person, or contractor receiving funds directly under this Grant Contract or through a subcontract under this Grant Contract to likewise permit access to, inspection of, and reproduction of all books, records, and other relevant information of the entity, person, or contractor(s) that pertain to this Grant Contract. All records, books, documents, accounting procedures, practices, and any other items, in whatever form, relevant to the performance of this Grant Contract, shall be subject to examination or audit. Whenever practical as determined at the sole discretion of the OAG, the OAG shall provide GRANTEE with up to five (5) business days' notice of any such examination or audit.

7.5 State Auditor. In addition to and without limitation on the other audit provisions of this Grant Contract, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office may conduct an audit or investigation of GRANTEE or any other entity or person receiving funds from the State directly under this Grant Contract or indirectly through a subcontract under this Grant Contract. The acceptance of funds by GRANTEE or any other entity or person directly under this Grant Contract or indirectly through a subcontract under this Grant Contract acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, GRANTEE or another entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. GRANTEE further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. GRANTEE shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through GRANTEE and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of GRANTEE related to this Grant Contract. GRANTEE also represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

7.6 Location. Any audit of records shall be conducted at GRANTEE's principal place of business and/or the location(s) of GRANTEE's operations during GRANTEE's normal business hours. GRANTEE shall provide to OAG or its designees, on GRANTEE's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) private space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities, and office-related equipment and duplicating services as OAG or its designees may reasonably

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require to perform the audits described in this Grant Contract.

#### SECTION 8. SUBMISSION OF INFORMATION TO THE OAG

The OAG will designate the proper methods for the delivery of information to the OAG by GRANTEE. The OAG generally requires submission of information via email. Some reporting requirements must occur via the internet and/or a web-based data collection method. Accordingly, all reports required under this Grant Contract including but not limited to semi-annual statistical reports, annual performance reports, financial status reports, requests for reimbursement, Annual Compiled Financial Statement Report, and any other reports, notices or information must be submitted in the manner directed by the OAG. The manner of delivery may be subject to change during the term of the Grant Contract, in the sole discretion of the OAG.

#### SECTION 9. CORRECTIVE ACTION PLANS AND SANCTIONS

The Parties agree to make a good faith effort to identify, communicate, and resolve problems found by either the OAG or GRANTEE.

9.1 Corrective Action Plans. If the OAG finds deficiencies in GRANTEE's performance under this Grant Contract, the OAG, at its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase of monitoring visits; require additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce the contract amount; and/or terminate this Grant Contract. The foregoing are not exclusive remedies, and the OAG may impose other requirements that the OAG determines will be in the best interest of the State.

**9.2** Financial Hold. Failure to comply with submission deadlines for required reports, invoices, or other requested information, indicators of financial risk, or reports of conflict of interest or potential/actual fraud, waste, and abuse, may result in the OAG, at its sole discretion, placing GRANTEE on immediate financial hold without further notice to GRANTEE and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If GRANTEE is placed on financial hold, the OAG, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the time GRANTEE was placed on financial hold.

**9.3** Sanctions. In addition to financial hold, the OAG, at its sole discretion, may impose other sanctions without first requiring a corrective action plan. The OAG, at its sole discretion, may impose sanctions, including, but not limited to, withholding or suspending funding, offsetting previous reimbursements, requiring repayment, disallowing claims for reimbursement, reducing funding, terminating this Grant Contract and/or any other appropriate sanction.

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9.4 No Waiver. Notwithstanding the imposition of corrective actions, financial hold, and/or sanctions, GRANTEE remains responsible for complying with the Grant Contract terms and conditions. Corrective action plans, financial hold, and/or sanctions do not excuse or operate as a waiver of prior failure to comply with this Grant Contract.

SECTION 10. GENERAL TERMS AND CONDITIONS

10.1 Federal and State Laws, Rules and Regulations, Directives, Guidelines, Code of Federal Regulations (CFR) and Other Relevant Authorities. GRANTEE agrees to comply with all applicable federal and state laws, rules and regulations, directives, guidelines, including 2 CFR Part 200, and any other authorities relevant to the performance of GRANTEE under this Grant Contract. In instances where multiple requirements apply to GRANTEE, the more restrictive requirement applies.

10.2 Uniform Grant Management Act, TxGMS and Applicable Standard Federal and State Certifications and Assurances. GRANTEE agrees to comply with applicable laws, executive orders, regulations and policies including Texas Government Code, Chapter 783, and the Texas Grant Management Standards (TxGMS), and any other applicable federal or state grant management standards or requirements. Further, GRANTEE agrees to comply with the applicable OAG Certifications and Assurances, which are incorporated herein by reference, including, but not limited to, the equal employment opportunity program certification, disclosure and certification regarding lobbying, non-procurement debarment certification, drug-free workplace certification, annual single audit certification, compliance with annual independent financial audit filing requirement, compliance with TxGMS and the applicable 2 CFR Part 200, return of grant funds in the event of loss or misuse, and conflict of interest.

**10.3 Generally Accepted Accounting Principles or Other Recognized Accounting Principles.** GRANTEE shall adhere to Generally Accepted Accounting Principles promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by GRANTEE. GRANTEE shall follow OAG fiscal management policies and procedures in processing and submitting requests for reimbursement and maintaining financial records related to this Grant Contract.

**10.4** Conflicts of Interest; Disclosure of Conflicts. GRANTEE represents and warrants that performance under the Grant Contract or grant will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. GRANTEE has not given, or offered to give, nor does GRANTEE intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this Grant Contract or in connection with this Grant Contract, except as allowed under relevant state or federal law. Further, GRANTEE represents and warrants that in the administration of the grant, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change

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#### COMMISSIONER'S COURT REGULAR MEETING

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during the course of the Grant Contract or grant, GRANTEE shall promptly notify the OAG. GRANTEE will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of a personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without an actual, potential or apparent conflict of interest with respect to its performance under this Grant Contract. GRANTEE must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to its performance under this Grant Contract.

**10.5 Does Not Boycott Israel.** To the extent required by Texas Government Code Section 2271.002, GRANTEE represents and warrants, that neither GRANTEE, nor any subcontractor, assignee, or sub-recipient of GRANTEE, currently boycotts Israel, or will boycott Israel during the term of this Grant Contract. GRANTEE agrees to take all necessary steps to ensure this certification remains true for any future subcontractor or assignee. For purposes of this provision, "Boycott Israel" shall have the meaning assigned by Texas Government Code, Sec. 808.001(1).

**10.6** Law Enforcement Funding. To the extent applicable, GRANTEE acknowledges that, under article IX, section 4.01 of the General Appropriations Act for the term covered by this Grant Contract, funds may only be expended under this Grant Contract if GRANTEE is in compliance with all rules developed by the Commission on Law Enforcement or if the Commission on Law Enforcement has certified that GRANTEE is in the process of achieving compliance.

10.7 Restriction on Abortion Funding. GRANTEE acknowledges that, under article IX, section 6.24 of the General Appropriations Act for the term covered by this Grant Contract, and except as provided by that Act, funds may not be distributed under this Grant Contract to any individual or entity that: (1) performs an abortion procedure that is not reimbursable under the State's Medicaid program; (2) is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the State's Medicaid program; or (3) is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program.

#### SECTION 11. SPECIAL TERMS AND CONDITIONS

11.1 Independent Contractor Status; Indemnity and Hold Harmless Agreement. GRANTEE expressly agrees that it is an independent contractor. Under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of GRANTEE be considered a state employee, agent, servant, or partner of, or part of any joint venture or joint enterprise with, the OAG or the State of Texas. GRANTEE agrees to take such steps as may be necessary to ensure that each contractor of GRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, or partner of, or part of any joint venture or joint enterprise with the OAG or the State of Texas.

All persons furnished, used, retained, or hired by or on behalf of GRANTEE or any of

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GRANTEE's contractors shall be considered to be solely the employees or agents of GRANTEE or GRANTEE's contractors. GRANTEE or GRANTEE's contractors shall be responsible for ensuring that any and all appropriate payments are made, such as unemployment, workers compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law.

GRANTEE or contractors are responsible for all types of claims whatsoever due to actions or performance under this Grant Contract, including, but not limited to, the use of automobiles or other transportation by its owners, incorporators, officers, directors, employees, volunteers or any third parties. TO THE EXTENT PERMISSIBLE UNDER THE TEXAS CONSTITUTION AND LAWS PROMULGATED THEREUNDER, GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS OAG AND THE STATE OF TEXAS, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, **REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM** ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE GRANT CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE GRANT CONTRACT. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OAG WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OAG. OAG AND GRANTEE AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

11.2 Publicity. GRANTEE shall not use the OAG's name or refer to the OAG directly or indirectly in any media release, social media posting, public service announcement, or public service disclosure relating to this Grant Contract or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining written consent from the OAG. This section is not intended to and does not limit GRANTEE's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act.

11.3 Intellectual Property. GRANTEE understands and agrees that GRANTEE may copyright any original books, manuals, films, or other original material and intellectual property developed or produced out of funds obtained under this Grant Contract, subject to the royalty-free, nonexclusive, and irrevocable license which is hereby reserved by the OAG and granted by GRANTEE to the OAG or, where applicable, the State of Texas, or if federal funds are expended, the United States Government. GRANTEE hereby grants the OAG an unrestricted, royalty-free, non-exclusive, and irrevocable license to use, copy, modify, reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), at

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no additional cost to the OAG, in any manner the OAG deems appropriate in the exercise of its sole discretion, any component of such intellectual property.

GRANTEE shall obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the GRANTEE's obligations to the OAG under this Grant Contract. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the OAG such rights, GRANTEE shall promptly bring such refusal to the attention of the OAG Program Manager for the Grant Contract and not proceed with the agreement in question without further authorization from the OAG.

**11.4 Program Income.** Gross income directly generated from the grant funds through a project or activity performed under this Grant Contract is considered program income. Unless otherwise required under the terms of this Grant Contract, any program income shall be used by GRANTEE to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. GRANTEE shall identify and report this income in accordance with the OAG's reporting instructions. GRANTEE shall expend program income during this Grant Contract term; program income not expended in this Grant Contract term shall be refunded to the OAG.

11.5 No Supplanting. GRANTEE shall not supplant or otherwise use funds from this Grant Contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this Grant Contract.

11.6 No Solicitation or Receipt of Funds on Behalf of OAG. It is expressly agreed that any solicitation for or receipt of funds of any type by GRANTEE is for the sole benefit of GRANTEE and is not a solicitation for or receipt of funds on behalf of the OAG or the Attorney General of the State of Texas.

11.7 No Subcontracting, Assignment, or Delegation Without Prior Written Approval of OAG. GRANTEE may not subcontract, assign any of its rights, or delegate any of its duties under this Grant Contract without the prior written approval of the OAG. OAG shall maintain the complete and sole discretion to approve or deny any request to subcontract, assign any right, or delegate any duty under this Grant Contract, and the OAG may withhold its approval for any reason or no reason. In the event OAG approves subcontracting, assignment, or delegation by GRANTEE, GRANTEE will ensure that its contracts with others shall require compliance with the provisions of this Grant Contract. GRANTEE, in subcontracting for any performances specified herein, expressly understands and agrees that it is not relieved of its responsibilities for ensuring that all performance is in compliance with this Grant Contract and that the OAG shall not be liable in any manner to GRANTEE's subcontractor(s). GRANTEE represents and warrants that it will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

**11.8** No Grants to Certain Organizations. GRANTEE confirms by executing this Grant Contract that it does not make contributions to campaigns for elective office or endorse candidates.

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**11.9** No Waiver of Sovereign Immunity. The Parties agree that no provision of this Grant Contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.

#### 11.10 Governing Law; Venue.

This agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute that directly names or otherwise identifies its applicability to the OAG.

GRANTEE hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that GRANTEE is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue of the suit, action or proceeding.

11.11 U.S. Department of Homeland Security's E-Verify System. GRANTEE will ensure that it utilizes the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of any new employee hired after the effective date of this Grant Contract who will be working on any matter covered by this Grant Contract.

11.12 No Use of Grant Money for Lobbying. GRANTEE shall not use any grant funds provided by OAG to GRANTEE to influence the passage or defeat of any legislative measure or election of any candidate for public office. GRANTEE represents and warrants that OAG'S payments to GRANTEE and GRANTEE'S receipt of appropriated or other funds under the contract or grant are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures.

**11.13 Dispute Resolution Process.** The dispute resolution process provided for in Chapter 2009 of the Texas Government Code shall be used to resolve any dispute arising under this Grant Contract including specifically any alleged breach of the Contract by OAG.

11.14 Child Support Obligation Affirmation. GRANTEE represents and warrants that it will include the following clause in the award documents for every subaward and subcontract and will require subrecipients and contractors to certify accordingly: "Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application."

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11.15 Excluded Parties. GRANTEE certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

11.16 Executive Head of a State Agency Affirmation. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with an executive head of a state agency, GRANTEE certifies that it is not (1) the executive head of the OAG, (2) a person who at any time during the four years before the date of the contract or grant was the executive head of the OAG, (3) a person who employs a current or former executive head of the OAG.

**11.17 Political Polling Prohibition.** GRANTEE represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity which performs political polling.

**11.18 Financial Participation Prohibited Affirmation.** Under Section 2155.004(b) of the Texas Government Code, GRANTEE certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract or grant funding and acknowledges that the contract may be terminated and all payments withheld if this certification is inaccurate.

**11.19 Human Trafficking Prohibition.** Under Section 2155.0061 of the Texas Government Code, the GRANTEE certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract or grant funding and acknowledges that this contract may be terminated and all payments withheld if this certification is inaccurate.

**11.20 Prior Disaster Relief Contract Violation**. Under Sections 2155.006 and 2261.053 of the Texas Government Code, the GRANTEE certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract or grant funding and acknowledges that this contract may be terminated and all payments withheld if this certification is inaccurate.

**11.21** Cybersecurity Training Program. All GRANTEES must complete a cybersecurity training. If the GRANTEE is a local unit of government, GRANTEE represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database. If the GRANTEE has access to any state computer system or database, GRANTEE shall complete cybersecurity training and verify completion of the training program to the Agency pursuant to and in accordance with Section 2054.5192 of the Government Code.

**11.22 Debarment and Suspension.** GRANTEE certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration.

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11.23 Disclosure Protections for Certain Charitable Organizations, Charitable Trusts, and Private Foundations. GRANTEE represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

**11.24** Legal Authority. GRANTEE represents that it possesses legal authority to enter into this Grant Contract. A resolution, motion or similar action has been duly adopted or passed as an official act of the GRANTEE'S governing body, authorizing the execution of the Grant Contract, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of GRANTEE to act in connection with the Grant Contract and to provide such additional information as may be required.

11.25 Limitations on Grants to Units of Local Government. GRANTEE acknowledges and agrees that appropriated funds may not be expended in the form of a grant to, or contract with, a unit of local government unless the terms of the grant or contract require that the funds received under the grant or contract will be expended subject to the limitations and reporting requirements similar to those provided by the following:

- a. Parts 2 and 3 of the Texas General Appropriations Act, Art. IX, except there is no requirement for increased salaries for local government employees;
- b. Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and
- c. Sections 2113.012 and 2113.101 of the Texas Government Code

**11.26 Open Meetings.** If the GRANTEE is a governmental entity, GRANTEE represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meeting of a governmental body to be open to the public, except as otherwise provided by law.

11.27 COVID-19 Documentation. Pursuant to Texas Health and Safety Code, Section 161.0085(c), a business in this state may not require a customer to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the business. To the extent applicable, Grantee represents and warrants that it is in compliance with Texas Health and Safety Code, Section 161.0085 and is eligible, pursuant to that section, to receive a grant or otherwise enter into a contract payable with state funds.

11.28 Public Camping Ban. GRANTEE certifies that it has not received a final judicial determination finding it intentionally adopted or enforced a policy that prohibited or discouraged the enforcement of a public camping ban in an action brought by the Attorney General under Local Government Code § 364.003. If GRANTEE is currently being sued under the provisions of Local Government Code § 364.003, or is sued under this section at any point during the duration of this grant, GRANTEE must immediately disclose the lawsuit and its current posture to the OAG.

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# COMMISSIONER'S COURT REGULAR MEETING

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**11.29** Disaster Recovery Plan. Upon request of OAG, GRANTEE shall provide the descriptions of its business continuity and disaster recovery plans.

**11.30 Discrimination Prohibited.** To the extent applicable, in accordance with Section 2105.004 of the Texas Government Code, GRANTEE represents and warrants that it will not use block grant funds in a manner that discriminates on the basis of race, color, national origin, sex, or religion.

11.31 Force Majeure. Neither GRANTEE nor OAG shall be liable to the other for any delay in, or failure of performance, of any requirement included in the Grant Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing Party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, epidemics or pandemics, or other causes that are beyond the reasonable control of either Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such Party is unable to overcome.

#### SECTION 12. CONSTRUCTION OF CONTRACT AND AMENDMENTS

12.1 Construction of Contract. The provisions of Section 1 are intended to be a general introduction to this Grant Contract. To the extent the terms and conditions of this Grant Contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this Grant Contract.

12.2 Entire Agreement, including All Exhibits. This Grant Contract, including all exhibits, reflects the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings or agreements between the Parties related to such subject matter. By executing this Grant Contract, GRANTEE agrees to strictly comply with the requirements and obligations of this Grant Contract, including all exhibits.

**12.3** Amendment. This Grant Contract shall not be modified or amended except in writing, signed by both Parties. Any properly executed amendment of this Grant Contract shall be binding upon the Parties and presumed to be supported by adequate consideration.

12.4 Partial Invalidity. If any term or provision of this Grant Contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. It is the intent and agreement of the Parties to this Grant Contract that the resulting Grant Contract shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal and enforceable and that achieves

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# COMMISSIONER'S COURT REGULAR MEETING

# October 15, 2024

the same objective. All other provisions of the Grant Contract will continue in full force and effect.

12.5 Non-waiver. The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Grant Contract shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this Grant Contract.

12.6 Official Capacity. The Parties stipulate and agree that the signatories hereto are signing, executing and performing this Grant Contract only in their official capacity.

**12.7** Signature Authority. The undersigned Parties represent and warrant that the individuals submitting this document are authorized to sign such documents on behalf of the respective Parties.

**12.8** False Statements. GRANTEE agrees and acknowledges that if GRANTEE signs the Grant Contract with a false statement or it is subsequently determined that GRANTEE has violated any of the representations, warranties, guarantees, certifications, or affirmations included in the Grant Contract, or any documents submitted in connection with the Grant Contract, then GRANTEE will be in default under the Grant Contract and OAG may terminate or void the Grant Contract.

# IN WITNESS HEREOF, THE PARTIES HAVE SIGNED AND EXECUTED THIS CONTRACT.

OFFICE OF THE ATTORNEY GENERAL

Colorado County

-DocuSigned by:

Ty Prouse

Printed Name: \_\_\_\_\_ Office of the Attorney General Printed Name: Ty Prause

Authorized Official

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# COMMISSIONER'S COURT REGULAR MEETING

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# SAVNS MAINTENANCE GRANT CONTRACT

# OAG Contract No. C-01667

# EXHIBIT A

Population Size: Small

The total liability of the OAG for any type of liability directly or indirectly arising out of this Grant Contract and in consideration of GRANTEE'S full, satisfactory and timely performance of all its duties, responsibilities, obligations, liability, and for reimbursement by the OAG for expenses, if any, as set forth in this Grant Contract or arising out of any performance herein shall not exceed the following:

Annual Cost for Jail	Annual Cost for Courts	MAXIMUM REIMBURSABLE COSTS \$5,935.12		
\$5,935.12	\$0.00			

The annual costs listed above will be billed by the Vendor on a quarterly basis pursuant to the terms of Participating entity Service Agreement (Exhibit B). The OAG is not obligated to pay for services prior to the commencement or after the termination of this Grant Contract.

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# COMMISSIONER'S COURT REGULAR MEETING

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# EXHIBIT B

#### FIFTH CONTRACT RENEWAL PARTICIPATING ENTITY SERVICES AGREEMENT FOR THE STATEWIDE AUTOMATED VICTIM NOTIFICATION SERVICE (SAVNS)

#### Contract No.

WHEREAS, the Office of the Attorney General (OAG) is the Texas State agency tasked with certifying a statewide vendor to provide a Statewide Automated Victim Notification Service (SAVNS) to a variety of political subdivisions of the State of Texas, including counties, county Sheriffs, clerks and attorneys, district attorneys, and courts ("Participating Entities");

WHEREAS OAG certified and contracted with Appriss Insights, LLC. ("Vendor") as the statewide vendor to provide SAVNS to each of the Participating Entities ("OAG Certification Agreement");

WHEREAS [NAMED ENTITY] as a Participating Entity and VENDOR executed a Participating Services Agreement identified as Contract No. [INSERT CONTRACT NUMBER] under which VENDOR would provide SAVNS to [NAMED ENTITY] (the "Contract");

WHEREAS SECTION 1 of the Contract permitted the [NAMED ENTITY] to, in its sole and absolute discretion, renew the Contract to the extent the OAG Certification Agreement, remains in effect;

WHEREAS the OAG amended the OAG Certification Agreement, extending the term thereof to August 31, 2025;

NOW, THEREFORE, THIS FIFTH CONTRACT RENEWAL is exercised by [NAMED ENTITY] as follows:

The Contract terminated on August 31, 2023, and was renewed through August 31, 2024. The Contract is hereby renewed, with this Fifth Contract Renewal Term ("Fifth Renewal Term") to begin on September 1, 2024 and end of August 31, 2025 at a cost up to \$(ENTER DOLLAR AMOUNT) for services during the Fifth Renewal Term. Pursuant to Section 1 of the Contract, this Fifth Renewal Term and any subsequent renewals, shall be subject to all specifications and terms and conditions of the Contract, the OAG Certification Agreement, and the Incorporated Documents as defined in Section 2 therein.

[NAMED ENTITY] by:	
Signature	Date
Name	Title
Acknowledged by Appriss Insights, LLC.	
Signature	Date
Name	Title

# COMMISSIONER'S COURT REGULAR MEETING

# October 15, 2024

\_20. Renewal Reimbursement Contracts for Department of Family & Protective Services Title IV-E (Legal and Child Welfare – Financial). (Lowrance)

Motion by Judge Prause to approve the Renewal Reimbursement Contracts for Department of Family & Protective Services Title IV-E (Legal and Child Welfare – Financial); seconded by Commissioner Gertson; 5 ayes 0 nays; motion carried; it was so ordered. (See Attachment)

#### COMMISSIONER'S COURT REGULAR MEETING

#### October 15, 2024



#### FFATA CERTIFICATION

N502 FORM-4734 April 2023

The Federal Funding Accountability and Transparency Act (FFATA) annual certification enumerated below represent material facts upon which DFPS relies when reporting information to the federal government required under federal law. If the Department later determines that the subrecipient knowingly rendered an erroneous certification, DFPS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DFPS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. If the slanatory cannot certify all of the statements contained in this section, slanatory must provide written notice to DFPS detailing which of the below statements it cannot certify and why.

Enter your organization's Unique Entity Identifier (generated by SAM.gov): FLF4NWAPEL66 Enter the parent Unique Entity Identifier, if applicable:

Did your organizat	ion have gros	s income, from all sources, of less than \$300,000 in your previous tax year
Yes	No	N/A (if entity does not generate income)
If your answer is Y	es, skip Parts	A, B, C, and D and complete Part E.

If your answer is No or N/A, complete Parts A and B.

#### PART A. Certification Regarding % of Annual Gross from Federal Awards

Did your organization receive 80% or more of its annual gross income from federal awards in the previous tax year?



# PART B. Certification Regarding Amount of Annual Gross from Federal Awards

Yes

Did your organization receive \$25 million or more in annual gross income from federal awards in the previous tax year?

If your answer is Yes to both A and B, you must complete Part C.

If your answer is No to either A or B, skip Parts C and D, and complete Part E.

#### PART C. Certification Regarding Public Access to Compensation Information

Does the public have access to information about the compensation [17 CFR 229.402(c)(2)] of the senior executives (e.g., officers, managing partners, or any other employees in management positions) in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? Yes N/A (if entity reports through some other means, state how: )

If your answer is Yes, skip Part D and complete Part E.

If your answer is **No**, you must provide compensation information to DFPS for FFATA reporting in Part **D**. If **N/A**, you may still be required to supply compensation information pending DFPS or federal awarding agency approval. Skip Part **D** until requested by DFPS to supply compensation information and proceed to complete Part **E**.

#### **COMMISSIONER'S COURT REGULAR MEETING**

# October 15, 2024



#### FFATA CERTIFICATION

N502 FORM-4734 April 2023

# **PART D. Certification Regarding Executive Compensation**

The Names and Total Compensation of the top five (5) executives if:

More than 80% of annual gross revenues from the Federal government, •

Those revenues are greater than \$25M annually, and

Compensation information is not already available through reporting to the SEC. .

Subrecipi	ent Executive Nam	es	Total Compensation				
	•						
			· · · · ·	· ·			
			· ·				
	200 - 4 71 - 4	· · · ·		· · · · · · · · · · · · · · · · · · ·			
	- Y - C	• ••	· · · · -				

#### **PART E. General FFATA Certification**

As the duly authorized representative of the subrecipient named below, I hereby certify that the responses that I have provided to the questions in this certification form are true, complete and correct to the best of my knowledge.

Ty Prause

**Printed Name of Authorized Representative** 

**Title of Authorized Representative** 

Colorado County Title IV-E (Legal)

Legal Name of Subrecipient

**County Judge** 

10-15

Date

24736697

**Agency Account ID Number** 

Columbus, Colorado County

Principal Place of Performance (POP) (City, County)

Signature of Aythorized Representative

TX State 78934-2465

9-Character Zip Code (Zip +4)

25

**POP Congressional District** 

# COMMISSIONER'S COURT REGULAR MEETING

#### October 15, 2024

Texas Department of Family and Protective Services

# Budget for Title IV-E County Legal Services Contract

K909-Form 2030CLIVE July 29, 2019

Su	mmary			
	County:	Colorado	County	
	Agency Account ID:	2473	6697	
B	udget Effective Date:	10/1/2024-	9/30/2025	
Cost Category	Estimated Total Expenses Allocable to Title IV-E	Total Anticipated Federal Reimbursement*	Total Anticipated County Match	
A. Administration				
A.1. Direct Personnel Salaries	\$32,340.00	\$0.00	\$32,340.00	
A.2. Direct Personnel Fringe Benefits	\$12,433.00	\$0.00	\$12,433.00	
A.3. Direct Personnel Travel	\$160.00	\$0.00	\$160.00	
A.4. Direct Materials and Supplies	\$0.00	\$0.00	\$0.00	
A.5. Direct Equipment	\$0.00	\$0.00	\$0.00	
A.6. Direct Other Costs	\$9,000.00	\$0.00	\$9,000.00	
Total Administrat	ion \$53,933.00	\$0.00	\$53,933.00	
B. Training				
B.1. Title IV-E Training (75%)	\$0.00	\$0.00	\$0.00	
B.2. Title IV-E Fostering Connections Training (75%)	\$0.00	\$0.00	\$0.00	
B.3. Non-Title IV-E Training (50%)	\$0.00	\$0.00	\$0.00	
Total Train	ing \$0.00	\$0.00	\$0.00	
C. Indirect Costs (if applicable)				
Total Indirect Costs	\$0.00	\$0.00	\$0.00	
Grand Te	stal \$53,933.00	\$0.00	\$53,933.00	

\*Estimated Federal Reimbursement for expenses based on Eligible Population Rate (EPR) during 0.000% 2nd quarter of the preceding fiscal year:

**Contractor Certification** 

Actual reimbursement will be based on EPR in effect for the county during the month in which expenses were incurred.

Indirect Cost Rate, if applicable (attach a copy of the approved Certificate of Indirect Costs):

Signature

10-15-24 Date

Ty Prause, County Judge Printed Name & Title

# COMMISSIONER'S COURT REGULAR MEETING

# October 15, 2024

Texas Department of Family and Protective Services	C	Budget ounty Legal		K909-F	orm 2030CLIVE July 24, 2018	
		Admi A.1. Direct P	nistration ersonnel Sa	alaries		
	County:	Colorado	County			
Agency	Account ID:	24736	697			
Budget Ef	fective Date:	10/1/2024-	9/30/2025			
Position or Title	A	B C		D	E	F
	Monthly Salary	% of Time Spent on IV-E Activities	Number of Months of Service	Estimated Total Expense* (AxBxC)	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
Assistant County Attorney	\$9,220.00	25%	12	\$27,660.00	\$0.00	\$27,660.00
Support for Asst Cty	\$3,900.00	10%	12	\$4,680.00	\$0.00	\$4,680.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
	Total Di	rect Personn	el Salaries	\$32,340.00	\$0.00	\$32,340.00

# COMMISSIONER'S COURT REGULAR MEETING

# October 15, 2024

K909-Form 2030CLIVE Texas Department of Family **Budget for Title IV-E** and Protective Services July 24, 2018 **County Legal Services Contract** Administration A.2. Direct Personnel Fringe Benefits County: **Colorado County** Agency Account ID: 24736697 **Budget Effective Date:** 10/1/2024-9/30/2025 **Anticipated Federal** Estimated Reimbursement **Anticipated County Type of Fringe Benefits Total Expense\*** (estimated EPR Match x 50% FFP) \$2,474.00 FICA (7.65%) \$2,474.00 \$0.00 \$4,204.00 \$0.00 \$4,204.00 Retirement (13%) Insurance \$4,200.00 \$0.00 \$4,200.00 Worker's Compensation (.047377) \$1,532.00 \$0.00 \$1,532.00 Unemployment (.0007) \$23.00 \$0.00 \$23.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 **Total Direct Personnel Fringe Benefits** \$12,433.00 \$0.00 \$12,433.00

# COMMISSIONER'S COURT REGULAR MEETING

# October 15, 2024

Texas Department of Family and Protective Services

# Budget for Title IV-E County Legal Services Contract

K909-Form 2030CLIVE July 24, 2018

	dministration ect Personnel Tra	avel	t in andre optimer fit
	County:	Colorado	County
Ager	cy Account ID:	2473	6697
Budget	Effective Date:	10/1/2024-	9/30/2025
<b>Type of Travel Expense</b> Note: only include travel <u>NOT</u> related to personnel training	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
Mileage (60 miles X 4 qtrs x \$0.67	\$160.00	\$0.00	\$160.00
		\$0.00	\$0.00
		\$0.00	\$0.00
	-	\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
Total Direct Personnel Travel	\$160.00	\$0.00	\$160.00

# COMMISSIONER'S COURT REGULAR MEETING

October 15, 2024

Texas Department of Family and Protective Services

# Budget for Title IV-E County Legal Services Contract

K909-Form 2030CLIVE July 24, 2018

	ninistration aterials and Supp	olies	
	County:	Colorado	o County
Age	ncy Account ID:	2473	6697
Budge	t Effective Date:	10/1/2024	-9/30/2025
Materials and Supplies (description)	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
None Requested		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
<b>Total Direct Materials and Supplies</b>	\$0.00	\$0.00	\$0.00

# COMMISSIONER'S COURT REGULAR MEETING

October 15, 2024

Texas Department of Family and Protective Services	Budget County Legal	K909-Form 2030CLIVE July 24, 2018			
		inistration ect Equipment			
	County:	Colorad	lo County		
	Agency Account ID:	247	36697		
	Budget Effective Date:	10/1/2024	4-9/30/2025		
<b>Equipment</b> (description)	Method Used (rent/lease/ purchase)	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match	
None Requested			\$0.00	\$0.00	
			\$0.00	\$0.00	
			\$0.00	\$0.00	
			\$0.00	\$0.00	
			\$0.00	\$0.00	
			\$0.00	\$0.00	
			\$0.00	\$0.00	
	Total Direct Equipment	\$0.00	\$0.00	\$0.00	

# COMMISSIONER'S COURT REGULAR MEETING

# October 15, 2024

and Protective Services	et for Title IV-E al Services Cont	tract	K909-Form 2030CLIVE July 24, 2018		
Adı	ministration				
A.6. Di	rect Other Costs				
	County:	Colorado			
-	ncy Account ID: t Effective Date:	24736697 10/1/2024-9/30/2025			
Other Costs (description)	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match		
Other Admin Independent Legal Representation	\$9,000.00	\$0.00	\$9,000.00		
		\$0.00	\$0.00		
		\$0.00	\$0.00		
		\$0.00	\$0.00		
		\$0.00	\$0.00		
Total Direct Other Costs	\$9,000.00	\$0.00	\$9,000.00		

Texas Department of Family and Protective Services		Budget for Title IV-E County Legal Services Contract							K909-Form 2030CLIVE July 24, 2018	
				B. Training						
			B.1. Tit	tle IV-E Training	<b>(75%)</b>					
	County:	Colorad	o County	_						
Agency	Account ID:	2473	36697	_						
Budget Ef	ective Date:	10/1/2024	-9/30/2025							
Training (Description and Title)	Registration* (amount allocable to Title IV-E)	Lodging* (amount allocable to Title IV-E)	Meals* (amount allocable to Title IV-E)	Transportation* (amount allocable to Title IV-E)	Subtotal	Number of Employees Attending	Estimated Total Expense*	Anticipated Federal Reimbursement	Anticipated County Match	
OTE: Form 9321 Training E	xpense Docume	entation Form	must be submi	tted to DFPS for re	eview/approv	al by Federal	Funds prior to	training.		
Ione Requested					\$0.00		\$0.00	\$0.00	\$0.00	
					\$0.00		\$0.00	\$0.00	\$0.00	
					\$0.00		\$0.00	\$0.00	\$0.00	
					\$0.00		\$0.00	\$0.00	\$0.00	
					\$0.00		\$0.00	\$0.00	\$0.00	
					\$0.00		\$0.00	\$0.00	\$0.00	
					\$0.00		\$0.00	\$0.00	\$0.00	
					\$0.00		\$0.00	\$0.00	\$0.00	
				Total Training			\$0.00	\$0.00	\$0.00	

\*estimated amount allocable to Title IV-E

MINUTES OF THE COLORADO COUNTY COMMISSIONER'S COURT REGULAR MEETING

October 15, 2024

Texas Department of Family and Protective Services		Budget for Title IV-E K909-Fo County Legal Services Contract							a 2030CLIVE July 24, 2018
and an and an				B. Training					
		B.2. T	itle IV-E Fost	ering Connecti	ons Trainin	ig (75%)			
	County:	Colorad	o County	_					
Agency	Account ID:	2473	36697	_					
Budget Ef	fective Date:	10/1/2024	-9/30/2025				· · · · · · · · · · · · · · · · · · ·		
Training (Description and Title)	Registration* (amount allocable to Title IV-E)	Lodging* (amount allocable to Title IV-E)	Meals* (amount allocable to Title IV-E)	Transportation* (amount allocable to Title IV-E)	Subtotal	Number of Employees Attending	Estimated Total Expense*	Anticipated Federal Reimbursement	Anticipated County Match
OTE: Form 9321 Training E	xpense Docume	entation Form	must be submi	tted to DFPS for r	eview/approv	al by Federa	Funds prior to	training.	
Ione Requested					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
				<b>Total Training</b>			\$0.00	\$0.00	\$0.00

\*estimated amount allocable to Title IV-E

MINUTES OF THE COLORADO COUNTY

COMMISSIONER'S COURT REGULAR MEETING October 15, 2024

Texas Department of Family and Protective Services		Budget for Title IV-E County Legal Services Contract					K909-Form 2030CLIVE July 24, 2018		
				B. Training					
			B.3. Non-T	itle IV-E Trainin	g (50%)				
	County:	Colorado	o County	_					
Agency	Account ID:	2473	6697	_					
Budget E	ffective Date:	10/1/2024	-9/30/2025						
<b>Training</b> (Description and Title)	Registration* (amount allocable to Title IV-E)	Lodging* (amount allocable to Title IV-E)	Meals* (amount allocable to Title IV-E)	Transportation* (amount allocable to Title IV-E)	Subtotal	Number of Employees Attending	Estimated Total Expense*	Anticipated Federal Reimbursement	Anticipated County Match
NOTE: Form 9321 Training E	xpense Docume	ntation Form n	nust be submit	ted to DFPS for rev	view/approva	al by Federal	Funds prior to	training.	
None Requested					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
				Total Training			\$0.00	\$0.00	\$0.00

\*estimated amount allocable to Title IV-E

MINUTES OF THE COLORADO COUNTY

COMMISSIONER'S COURT REGULAR MEETING October 15, 2024

# COMMISSIONER'S COURT REGULAR MEETING

# October 15, 2024

Texas Department of Family and Protective Services

# Budget for Title IV-E County Legal Services Contract

K909-Form 2030CLIVE July 24, 2018

Budget Narrative	
County:	Colorado County
Contract Number:	24736697
Budget Effective Date:	10/1/2024-9/30/2025
Clearly describe each expense to be incurred and billed to this contract, including justification IV-E Finance Handbook for detailed information regarding allowable expenses, documentation http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.asp	
A. Administration	
A.1. Direct Personnel Salaries Assigned percentage of functime employment related to applicable cases based of support staff percentage of time related to these cases	I THE AUVITIES S ATTU
A.2. Direct Personnel Fringe Benefits Thinge benefits are allocated per employee based on percentage of time anticipate Title IV-E program. Only those benefits normally paid or provided to all county em	
A.3. Direct Personnel Travel	
Attorney will travel to district office in Bellville, TX each quarter (60 miles x 4 qtrs a	t \$0.67/mile)
A.4. Direct Materials and Supplies	
None Requested	
A.5. Direct Equipment	
None Requested	
A.6. Direct Other Costs	
Other Admin Independent Legal Representation	
B. Training	
B.1. Title IV-E Training (75%)	
None Requested	
3.2. Title IV-E Fostering Connections Training (75%)	
None Requested	
3.3. Non-Title IV-E Training (50%)	
None Requested	
C. Indirect Costs (if applicable)	
None Requested	

## COMMISSIONER'S COURT REGULAR MEETING

# October 15, 2024



# FFATA CERTIFICATION

N502 FORM-4734 April 2023

The Federal Funding Accountability and Transparency Act (FFATA) annual certification enumerated below represent material facts upon which DFPS relies when reporting information to the federal government required under federal law. If the Department later determines that the subrecipient knowingly rendered an erroneous certification, DFPS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DFPS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. If the signatory cannot certify all of the statements contained in this section, signatory must provide written notice to DFPS detailing which of the below statements it cannot certify and why.

Enter your organization's Unique Entity Identifier (generated by SAM.gov): FLF4NWAPEL66

Enter the parent Unique Entity Identifier, if applicable:

			om all sources, of less than \$300,000 in your previous tax year?
Yes	No	N/A	(if entity does not generate income)

If your answer is Yes, skip Parts A, B, C, and D and complete Part E.

If your answer is No or N/A, complete Parts A and B.

# PART A. Certification Regarding % of Annual Gross from Federal Awards

Did your organization receive 80% or more of its annual gross income from federal awards in the previous tax year?



# PART B. Certification Regarding Amount of Annual Gross from Federal Awards

Yes

Did your organization receive \$25 million or more in annual gross income from federal awards in the previous tax year?

If your answer is Yes to both A and B, you must complete Part C.

If your answer is No to either A or B, skip Parts C and D, and complete Part E.

#### PART C. Certification Regarding Public Access to Compensation Information

Does the public have access to information about the compensation [17 CFR 229.402(c)(2)] of the senior executives (e.g., officers, managing partners, or any other employees in management positions) in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Yes
No
N/A
(if entity reports through some other means, state how: )

If your answer is Yes, skip Part D and complete Part E.

If your answer is No, you must provide compensation information to DFPS for FFATA reporting in Part D.

If N/A, you may still be required to supply compensation information pending DFPS or federal awarding agency approval. Skip Part D until requested by DFPS to supply compensation information and proceed to complete Part E.

# COMMISSIONER'S COURT REGULAR MEETING

# October 15, 2024



# FFATA CERTIFICATION

N502 FORM-4734 April 2023

# PART D. Certification Regarding Executive Compensation

The Names and Total Compensation of the top five (5) executives if:

- More than 80% of annual gross revenues from the Federal government,
  - Those revenues are greater than \$25M annually, and
    - Compensation information is not already available through reporting to the SEC.

Subrecipient	<b>Executive Names</b>	Tota	l Compensation	
	·			
		i i i i i i i i i i i i i i i i i i i		
			a .a	

#### **PART E. General FFATA Certification**

As the duly authorized representative of the subrecipient named below, I hereby certify that the responses that I have provided to the questions in this certification form are true, complete and correct to the best of my knowledge.

Ty Prause		1	
Printed Name of Authorized Representative	Signature	of Authorized Representative	
County Judge		0-15-21	
Title of Authorized Representative	Date		
Colorado County Title IV-E (CWS)	24736878		
Legal Name of Subrecipient	Agency Account ID Number		
Columbus, Colorado County	тх	78934-2465	
Principal Place of Performance (POP) (City, County)	State	9-Character Zip Code (Zip +4)	

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**POP Congressional District** 

#### COMMISSIONER'S COURT REGULAR MEETING

#### October 15, 2024

Texas Department of Family and Protective Services

#### Budget for Title IV-E County Child Welfare Services Contract

K909-Form 2030CWIVE July 29, 2019

Summar	У		
	County:       Colorado         gency Account ID:       24736         get Effective Date:       10/1/2024-5         Estimated Total Expenses Allocable to Title IV-E       Total Anticipated Federal Reimbursement         \$0.00       \$0.00         \$0.00	ounty	
Age	ncy Account ID:	account ID:       247368         ctive Date:       10/1/2024-9/         nated Total xpenses ocable to ittle IV-E       Total Anticipated Federal Reimbursement         \$0.00       \$0.00	78
Budge	t Effective Date:	10/1/2024-9/3	30/2025
Cost Category	Expenses Allocable to	Federal	Total Anticipated County Match
A. Administration			
A.1. Direct Personnel Salaries	\$0.00	\$0.00	\$0.00
A.2. Direct Personnel Fringe Benefits	and the second se	\$0.00	\$0.00
A.3. Direct Personnel Travel	\$0.00	\$0.00	\$0.00
A.4. Direct Materials and Supplies	\$0.00	\$0.00	\$0.00
A.5. Direct Equipment	\$0.00	\$0.00	\$0.00
A.6. Direct Other Costs	\$0.00	\$0.00	\$0.00
Total Administration	\$0.00	\$0.00	\$0.00
B. Training			
B.1. Title IV-E Training (75%)	\$0.00	\$0.00	\$0.00
B.2. Title IV-E Fostering Connections Training (75%)	\$0.00	\$0.00	\$0.00
B.3. Non-Title IV-E Training (50%)	\$0.00	\$0.00	\$0.00
Total Training	\$0.00	\$0.00	\$0.00
C. Supplemental Foster Care Maintenance (SFCM)			
Total SFCM	\$15,000.00	\$9,000.00	\$6,000.00
D. Indirect Costs (if applicable)			
Indirect Cost Base	\$0.00	\$0.00	\$0.00
Grand Total	\$15,000.00	\$9,000.00	\$6,000.00
*Estimated Federal Reimbursement for expenses based on Eligib quarter of the preceding fiscal year: Actual reimbursement will be based on EPR in effect for the county du incurred. * Estimated Federal Reimbursement for Supplemental Foster Car	uring the month in w	hich expenses were	0.000%
Federal Medicaid Assistance Percentage (FMAP) rate in effect du Actual reimbursement will be based on FMAP rate in effect at the time Indirect Cost Rate, if applicable (attach a copy of the approved Co	ring preceding fis	cal year:	
<u>Contractor Certi</u>	fication		
Signature Ty Prause, County Judge	7	10-13-47 Date	
Printed Name & Title			

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title\_IVE\_County/default.jsp

Texas Department of Family	
and Protective Services	

#### Budget for Title IV-E County Child Welfare Services Contract

Kg09-Form 2030CWIVE July 24, 2018

		Admini A.1. Direct Per	stration sonnel Salaries	S		
	County:	Colorado (	County			
A	gency Account ID:	247368	78			
Bud	get Effective Date:	10/1/2024-9/	30/2025			
Position or Title	A	B	C	D	E	F
	Monthly Salary	% of Time Spent on IV-E Activities	Number of Months of Service	Estimated Total Expense* (AxBxC)	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
None Requested				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
		Total Direct Perso	nnel Salaries	\$0.00	\$0.00	\$0.00

\* estimated total cost for Title IV-E related activities

COMMISSIONER'S COURT REGULAR MEETING

#### COMMISSIONER'S COURT REGULAR MEETING

#### October 15, 2024

Texas Department of Family and Protective Services

### Budget for Title IV-E County Child Welfare Services Contract

K909-Form 2030CWIVE July 24, 2018

	ministration rsonnel Fringe Bene	efits	
	County: Colorado C Agency Account ID: 2473687 Budget Effective Date: 10/1/2024-9/3 Anticipated Federal		
A	gency Account ID:	2473	6878
Buc	get Effective Date:	10/1/2024-	9/30/2025
Type of Fringe Benefits		Reimbursement (estimated EPR	Anticipated County Match
None Requested		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
Total Direct Personnel Fringe Benefits	\$0.00	\$0.00	\$0.00

### COMMISSIONER'S COURT REGULAR MEETING

October 15, 2024

Texas Department of Family and Protective Services

#### Budget for Title IV-E County Child Welfare Services Contract

K909-Form 2030CWIVE July 24, 2018

	dministration ect Personnel Tra	avel	
	County:	Colorado	o County
Ager	ncy Account ID:	2473	6878
Budget	Effective Date:	10/1/2024-	9/30/2025
Type of Travel Expense Note: only include travel <u>NOT</u> related to personnel training	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
None Requested		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
<b>Total Direct Personnel Travel</b>	\$0.00	\$0.00	\$0.00

# COMMISSIONER'S COURT REGULAR MEETING

### October 15, 2024

Texas Department of Family and Protective Services

#### Budget for Title IV-E County Child Welfare Services Contract

K909-Form 2030CWIVE July 24, 2018

	ninistration aterials and Supp	olies		
	County: ncy Account ID: t Effective Date:	Colorado County 24736878 10/1/2024-9/30/2025		
Materials and Supplies (description)	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match	
None Requested		\$0.00	\$0.00	
		\$0.00	\$0.00	
		\$0.00	\$0.00	
		\$0.00	\$0.00	
		\$0.00	\$0.00	
		\$0.00	\$0.00	
Total Direct Materials and Supplies	\$0.00	\$0.00	\$0.00	

### COMMISSIONER'S COURT REGULAR MEETING

#### October 15, 2024

Texas Department of Family and Protective Services

### Budget for Title IV-E County Child Welfare Services Contract

K909-Form 2030CWIVE July 24, 2018

Administration A.5. Direct Equipment									
	County:	Colorad	lo County						
Agen	cy Account ID:	247	36878						
Budget	Effective Date:	10/1/2024							
Equipment (description)	Method Used (rent/lease/ purchase)	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match					
None Requested			\$0.00	\$0.00					
			\$0.00	\$0.00					
			\$0.00	\$0.00					
			\$0.00	\$0.00					
			\$0.00	\$0.00					
			\$0.00	\$0.00					
			\$0.00	\$0.00					
Total Di	rect Equipment	\$0.00	\$0.00	\$0.00					

#### COMMISSIONER'S COURT REGULAR MEETING

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Texas Department of Family and Protective Services

### Budget for Title IV-E County Child Welfare Services Contract

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A.6. Dire	ninistration ect Other Costs <i>County:</i>	Colorado	and the second s	
	CY Account ID:	24736878 10/1/2024-9/30/2025		
Other Costs (description)	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match	
None Requested		\$0.00	\$0.00	
		\$0.00	\$0.00	
		\$0.00	\$0.00	
		\$0.00	\$0.00	
		\$0.00	\$0.00	
Total Direct Other Costs	\$0.00	\$0.00	\$0.00	

Texas Department of Family and Protective Services

	Buc	iget for	litle IV-E	
County	Child	Welfare	Services	Contract

13.4.1

K909-Form 2030CWIVE July 24, 2018

				B. Training					
			B.1. Tit	le IV-E Training	(75%)				
	County:	Colorad	o County	_					
Agenc	y Account ID:	2473	6878	_					
Budget E	ffective Date:	10/1/2024	-9/30/2025						
Training (Description and Title)	Registration* (amount allocable to Title IV-E)	Lodging* (amount allocable to Title IV-E)	Meals* (amount allocable to Title IV-E)	Transportation* (amount allocable to Title IV-E)	Subtotal	Number of Employees Attending	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 75% FFP)	Anticipated County Match
NOTE: Form 9321 Training	Expense Docum	entation Form	must be subn	nitted to DFPS for I	review/approva	al by Federal	Funds prior to	training.	
None Requested					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
				-	\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
				Total Training			\$0.00	\$0.00	\$0.00

\* estimated amount allocable to Title IV-E

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title IVE County/default.jsp

COMMISSIONER'S

Texas Department of Family and Protective Services **Budget for Title IV-E** 

K909-Form 2030CWIVE July 24, 2018

and Protective Services County Child Welfare Services Contract							July 24, 2018		
			nt this are in the second	B. Training					
		B.2. T	itle IV-E Fost	tering Connection	ons Trainin	g (75%)			
	County:	Colorad	o County						
Age	ency Account ID:	2473	36878	_					
Budge	et Effective Date:	10/1/2024	-9/30/2025						
<b>Training</b> (Description and Title)	Registration* (amount allocable to Title IV-E)	Lodging* (amount allocable to Title IV-E)	Meals* (amount allocable to Title IV-E)	Transportation* (amount allocable to Title IV-E)	Subtotal	Number of Attendees	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 75% FFP)	Anticipated County Match
NOTE: Form 9321 Training	Expense Documenta	ation Form mu	ust be submitte	d to DFPS for revi	ew/approval l	by Federal Fu	nds prior to trai	ning.	
None Requested		1			\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.0
					\$0.00		\$0.00	\$0.00	\$0.0
				Total Training			\$0.00	\$0.00	\$0.0

\* estimated amount allocable to Title IV-E

COMMISSIONER'S COURT

**REGULAR MEETING** 

Texas Department of Family and Protective Services **Budget for Title IV-E** 

K909-Form 2030CWIVE July 24, 2018

**County Child Welfare Services Contract** 

				B. Training						
			B.3. Non-T	itle IV-E Training	<b>j</b> (50%)					
County: Agency Account ID: Budget Effective Date:		2473	0 County 66878 -9/30/2025							
<b>Training</b> (Description and Title)	Registration* (amount allocable to Title IV-E)	Lodging* (amount allocable to Title IV-E)	Meals* (amount allocable to Title IV-E)	Transportation* (amount allocable to Title IV-E)	Subtotal	Number of Employees Attending	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match	
NOTE: Form 9321 Training Ex	xpense Documenta	tion Form mus	t be submitted	to DFPS for review	v/approval by	Federal Fund	ts prior to train	ing.		
None Requested					\$0.00		\$0.00		\$0.0	
					\$0.00		\$0.00	\$0.00	\$0.0	
					\$0.00		\$0.00	\$0.00	\$0.0	
					\$0.00		\$0.00	\$0.00	\$0.0	
					\$0.00		\$0.00	\$0.00	\$0.0	
					\$0.00		\$0.00	\$0.00	\$0.0	
					\$0.00		\$0.00	\$0.00	\$0.0	
					\$0.00		\$0.00	\$0.00	\$0.0	
				Total Training			\$0.0()	\$0.00	\$0.0	

\* estimated amount allocable to Title IV-E

COMMISSIONER'S COURT REGULAR MEETING

# COMMISSIONER'S COURT REGULAR MEETING

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Texas Department of Family and Protective Services

#### Budget for Title IV-E County Child Welfare Services Contract

K909-Form 2030CWIVE July 24, 2018

C. Supplemental Fo	oster Care Mainte	nance (SFCM)		
	County:	Colorado	County	
Ager	ncy Account ID:	24736878		
Budget	t Effective Date:	10/1/2024-	9/30/2025	
Other Costs (description)	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated FMAP)	Anticipated County Match	
Allowances		\$0.00	\$0.00	
Clothing	\$15,000.00	\$9,000.00	\$6,000.00	
Daycare		\$0.00	\$0.00	
Gifts		\$0.00	\$0.00	
Graduation Expenses		\$0.00	\$0.00	
Personal Items		\$0.00	\$0.00	
School Supplies		\$0.00	\$0.00	
Reasonable Child Specific Travel		\$0.00	\$0.00	
Total Direct Other Costs	\$15,000.00	\$9,000.00	\$6,000.00	

# COMMISSIONER'S COURT REGULAR MEETING

October 15, 2024

Texas Department of Family and Protective Services

#### Budget for Title IV-E County Child Welfare Services Contract

K909-Form 2030CWIVE July 24, 2018

Budget Narrative	
County:	Colorado County
Agency Account ID: _	24736878
<b>Budget Effective Date:</b> _ Clearly describe each expense to be incurred and billed to this contract. Refer to Title IV-E detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.asp	10/1/2024-9/30/2025 Finance Handbook for
A. Administration	
A.1. Direct Personnel Salaries	
None Requested	
A.2. Direct Personnel Fringe Benefits	
None Requested	
A.3. Direct Personnel Travel	
None Requested	
A.4. Direct Materials and Supplies None Requested	
A.5. Direct Equipment	
None Requested	
A.6. Direct Other Costs	
None Requested	
B. Training	
B.1. Title IV-E Training (75%) None Requested	
B.2. Title IV-E Fostering Connections Training (75%) None Requested	
B.3. Non-Title IV-E Training (50%) None Requested	
C. Supplemental Foster Care Maintenance (SFCM) \$250 per foster child per quarter for 15 foster children	
D. Indirect Costs (if applicable)	
D. Indirect Costs (if applicable)	

# COMMISSIONER'S COURT REGULAR MEETING

#### October 15, 2024

	ractor Name: Colorado County	
	Fiscal Year: 2025 Contract Nu	mber: HHS0002850
ase	refer to instructions at end of this questionnaire.	
	<b>CTION I: FINANCIAL POSITION</b> section should be answered about your organization as a whole.)	
1.	Please indicate the accounting system in place (e.g., accrual, cash, or modified	accrual).
	Accrual accounting is utilized for financial statement purposes. The budget is p cash basis.	prepared and adopted on a
2.	Does your organization complete yearly financial statements (e.g., Balance She Income Statement, Cash Flow)?	eet, ⊠Yes ⊡No
	If yes:	
	a. Please list the name(s) of the person(s) responsible for preparing the ann financial statements:	ual
	Michelle Lowrance, County Auditor	
	b. Please attach copy of your most current statements as ATTACHMENT# I	-2.
	If no, please provide any manual or automated information maintained regarding current financial position as ATTACHMENT #I-2.	g your
3.	Are your accounting and financial system operations audited at regular intervals an independent auditor (Certified Public Accountant)? Note that this is not referr to compliance monitoring performed by State Contract Managers.	
	If yes:	
	a. Attach an original, bound audit report and management letter (if applicable provided by the independent auditor as ATTACHMENT #I-3.	e) as
	<ul> <li>b. Please indicate the frequency with which your accounting records are aud by an independent auditor.</li> </ul>	lited
	annually	
	<ul> <li>c. Please describe how independent audit results are shared with the gover body of your organization.</li> </ul>	rning
	Presentation and approval at regular commissioner's court meeting	

1

### COMMISSIONER'S COURT REGULAR MEETING

October 15, 2024

Texas Dept of Family and Protective Services

### Internal Control Structure Questionnaire (ICSQ) for Title IV-E County ≥ \$25,000

(This	GENERAL/ACC section should be an ing to any contract or cy.)	swered about you	r organization as a	whole. When a qu ceived through DF	uestion mentic PS or any oth	ons "contracts," it is er state or federal
1.	Has the county su				IENT #II-1.	□Yes □No ⊠N/A
2.	Please attach a lis state agency name	t of all of your cont e, type of service p	tracts with state ag	encies, including [ number, dollar amo	OFPS. For eac	ch contract, include: nent method (e.g.,
3.	a. Deposits for ea	ach source of funds of each source of f copy of your chart of i identifies contrac	funds?	description of how	your	
4. 5.	Are costs and exp a. Total contract b b. By budget categ Do all purchases r department?	udget?				⊠Yes ⊡No ⊠Yes ⊡No ⊠Yes ⊡No
6.	Indicate the name	and title of individu	ual(s) authorized to	):		
	SIGN CHECKS OR AUTHORIZE PAYMENTS	APPROVE PURCHASES (INCLUDING ON-LINE AND CREDIT CARD)	PREPARE PAYMENTS (CHECKS AND ELECTRONIC FUND TRANSFERS)	RECONCILE ACCOUNTS (INTERNAL ACCOUNTS TO BANK RECORDS)	CONTROL	RECEIVE CASH
	Michelle Lowrance:	Michelle Lowrance:	Michelle Lowrance:	Tori Bohrer:	Michelle Lowrace:	Joyce Guthmann
	County Auditor:	County Auditor	County Auditor	Asst Auditor:	County Auditor	County Auditor
	Joyce Guthmann:	Commissioner Court	Joyce Guthmann	Crystal Whisnant:	Tori Bohrer	Name:
	County Treasurer:		County Treasurer	Asst Auditor	Asst Audito	or Title:
7.	Are all expenditure If no, please expla		your general ledge	r?		⊠Yes ⊡No

#### COMMISSIONER'S COURT REGULAR MEETING

#### October 15, 2024

#### Texas Dept of Family and Protective Services

### Internal Control Structure Questionnaire (ICSQ) for Title IV-E County ≥ \$25,000

8.	How often are bank accounts reconciled to internal check registers?		
	Monthly Quarterly Other (please specify)		
9.	Is your accounting system automated? If no, please skip to Question #17.	⊠Yes □No	
10.	Please describe how your accounting system is secured and/or protected (e.g. location, the use of passwords, access limits, checks and balances). Passwords are required for the accounting system and this access is controlled by the County Auditor or the County Treasurer		
11.	Please specify the name(s) and title(s) for the individuals with access to the accounting the following functions: Review Only: <u>Cheri Tello (Asst Auditor)</u>	system to perform	
	Record Transactions: <u>Tori Bohrer AP and Fixed Assets(Asst Auditor), Crystal Whisna Auditor, Michelle Lowrance (County Auditor), Joyce Guthmann (County Treasurer</u> Update/Change: <u>Michelle Lowrance, County Auditor</u>	ant AP (Assistant	
	Delete: <u>Michelle Lowrance, County Auditor</u>		
12.	Please explain the process (initiation, review, approval, etc.) for making updates, chang year end adjustments to the accounting system. <u>The County Auditor will record journal entries if an error was made or a reclass require adjustments are recorded in period 13 after the external audit is complete.</u>		
13.	Are there controls to provide reasonable assurance that transactions are not lost, duplicated, or added before and/or after data entry and editing?	⊠Yes □No	
14.	Are there controls to provide reasonable assurance that transactions with errors are rejected from further processing (e.g., prevented from updating the files/database)?	⊠Yes □No	
15.	Is the data entered into the accounting system verified? If yes, please specify whom (name and title) is/are responsible for verifying the data, and how the verification is done. Michelle Lowrance, County Auditor, reviews all invoices before payment	⊠Yes ⊡No	

#### COMMISSIONER'S COURT REGULAR MEETING

#### October 15, 2024

Texas Dept of Family and Protective Services

### Internal Control Structure Questionnaire (ICSQ) for Title IV-E County ≥ \$25,000

	processing, County Treasurer, County Treasurer, reviews before processing the payments.		
16.	What, if any, additional internal controls and approvals are in place within the organization to ensure payments made are valid and authorized? <u>W-9's are requested and maintained from all vendors.</u> Monthly review of internal financial statements and budget analysis.		
17.	Are all checks pre-numbered and accounted for? If no, please explain. <u>The accounting system prints the numbers on blank check stock in sequential order.</u>	∐Yes ⊠No	
18.	a. Are all disbursements (excluding petty cash) made by check? If no, what other means does your organization use to make disbursements? <u>ACH , Bank Draft or Electronic Funds Transfer</u>	□Yes ⊠No	
	<ul> <li>b. Is a check register (disbursement journal) used to record disbursements and maintain balances?</li> <li>If no, how are disbursements and balances tracked?</li> </ul>	⊠Yes ⊡No	
19.	Are all disbursements approved prior to payment? If no, please explain.	⊠Yes ⊡No	
20.	Is there any additional review or special approval required for payment transactions (check or electronic disbursement) that exceed a specific dollar amount? If yes, please specify the dollar limit(s), name(s) and title(s) of responsible staff.	□Yes ⊠No	
21.	Does your organization have a system for tracking: a. Voided checks? b. Credit card transactions? c. Other electronic transactions? If no, please explain.	⊠Yes ⊡No ⊠Yes ⊡No ⊠Yes ⊡No ⊡N/A	

#### COMMISSIONER'S COURT REGULAR MEETING

October 15, 2024

Texas Dept of Family and Protective Services

### Internal Control Structure Questionnaire (ICSQ) for Title IV-E County ≥ \$25,000

22.	Does your organization use a check-signing machine?	□Yes ⊠No
	If yes, please describe how the facsimile signature plates are safeguarded from improper use.	
23.	Are unused checks safeguarded and in the custody of a person who does not manually sign checks, control the use of facsimile signature plates or operate the facsimile signature machine? Please indicate name and title of person who has custody of unused checks. <u>There are no 'unused' checks. The County utilizes blank check stock. Printed</u>	⊠Yes ⊡No
	checks are generated within the accounting system . The blank check stock is stored in the Treasurer's Office. All checks require two signatures, the County Auditor and the County Treasurer	
24.	Are the following practices prohibited: a. The drafting of checks to "CASH"? b. The signing of blank checks? c. The removal of blank checks from the checkbook? If no, please explain.	⊠Yes ⊡No ⊠Yes ⊡No ⊠Yes ⊡No
25.	Are purchase orders/requisitions controlled in such a way that they can all be accounted for (e.g., by sequential pre-numbering, by entry in a register)? If yes, please attach an explanation of your purchase orders/requisition controls as	⊠Yes □No □N/A
26.	ATTACHMENT #II-25. Are supporting documents (e.g., service authorizations, invoices, receipts, approvals, receiving reports, canceled checks) maintained with each disbursement and clearly referenced for easy location and retrieval? If yes, please attach an explanation as ATTACHMENT #II-26. The attachment should	⊠Yes ⊡No
	<ul> <li>describe your process for maintaining supporting documentation, such as:</li> <li>How supporting records are kept and filed (e.g., filed by check number, month of payment)?</li> <li>How documents are marked when paid to prevent duplication of claims?</li> <li>How authorizations are maintained internally?</li> </ul>	
27.	Do supporting documents accompany checks for the check signer's signature?	⊠Yes □No
28.	Are invoices marked to identify allocation of payment?	Yes No
29.	Does your organization have procedures to identify costs and expenditures not allowable under federal and/or state regulations? If yes, please attach an explanation of your system for identifying unallowable costs/expenditures as ATTACHMENT #II-29.	⊠Yes ⊡No

#### COMMISSIONER'S COURT REGULAR MEETING

October 15, 2024

#### Texas Dept of Family and Protective Services

### Internal Control Structure Questionnaire (ICSQ) for Title IV-E County ≥ \$25,000

30.	Does your organization have a contract file for each contract? If yes, does each contract file contain:	⊠Yes □No
	a. The executed contract with all attachments?	⊠Yes □No
	b. A copy of each contract amendment (as applicable)?	⊠Yes ⊡No
	c. Billing documents?	⊠Yes ⊡No
	d. Documentation of contract performance?	⊠Yes ⊡No
	e. Related correspondence?	⊠Yes □No
	f. A copy of each subcontract agreement (as applicable)?	⊠Yes □No □NA
	If no to any of the above, please explain.	
31.	Does your organization have a process to prevent unauthorized access to confidential information related to your contracts (for example, sensitive client	⊠Yes □No
	information or records)?	
	If yes, please attach a copy of your procedures for safeguarding contract information as ATTACHMENT #II-31.	
<u>II. B.</u>	PERSONNEL	
32.	Does your organization have written personnel policies?	
	If no, please explain.	
	If yes, are personnel policies distributed to all employees?	⊠Yes ⊡No
	Do the personnel policies include:	
	a. Hiring?	⊠Yes □No
	b. Performance evaluations?	⊠Yes □No
	c. Time and leave?	⊠Yes □No
	d. Conflict of interest?	⊠Yes □No
	e. Nepotism?	⊠Yes <b>⊡N</b> o
	f. Related-party transactions?	⊠Yes □No
33.	Does your organization require individual time or activity sheets to be prepared at least monthly for personnel (part-time, full-time, and/or in-kind volunteers)?	⊠Yes □No
	If no, please explain.	1

#### COMMISSIONER'S COURT REGULAR MEETING

October 15, 2024

Texas Dept of Family and Protective Services

### Internal Control Structure Questionnaire (ICSQ) for Title IV-E County ≥ \$25,000

	If yes, please submit a blank time sheet and/or activity sheet and a copy of the related policy as <b>ATTACHMENT II-33</b> .	
34.	Does your organization have on file an established rate of pay and withholding information for each employee? If no, please explain.	⊠Yes □No
35.	Does your organization have a written job description with a set salary level for each position? If no, please explain.	⊠Yes ∏No
36.	Is the amount being paid to each employee based on documentation of actual hours worked?	⊠Yes ∏No

# COMMISSIONER'S COURT REGULAR MEETING

	Internal Control Structure Questionnaire (IC for Title IV-E County ≥ \$25,000	CSQ) Form 9007cive December 2019
37.	<ul> <li>a. Is your organization current with your payroll taxes?</li> <li>b. Does your organization pay payroll taxes directly?</li> <li>If no, please explain and indicate name of withholding agent.</li> </ul>	
Reim	. TRAVEL bursements for travel expenses will be paid according to the State of Texas tra of travel as approved by the Office of the Comptroller of Public Accounts.	vel rates in effect on the
38.	Are travel expenditures substantiated by travel vouchers, travel logs or other supporting documentation? If no, please explain.	⊠Yes ⊡No ⊡N/A
	If yes, please submit a copy of your travel policy, a blank travel voucher and a blan travel log as <b>ATTACHMENT II-38.</b>	nk .
II. D.	EQUIPMENT	
39.	a. Please specify the level of capitalization (dollar amount) used by your organiza \$5,000	ation.
	<ul> <li>b. Please provide your organization's definition of equipment:</li> <li><u>vehicles, computers, readios, mobile quipment and other high-risk item</u> theft</li> </ul>	is for
40.	Does your organization conduct a physical inventory of capital equipment purchase with federal funds? If yes, how often?	ed 🛛 Yes 🗍 No
	at least annually	
41.	Has DFPS funds been used (in whole or in part) to purchase equipment or controlled assets (e.g., computers, furniture, cameras, camcorders, laser disc (DVI players, TVs)? Note: Contractors should review the Comptroller's State Property Accounting Use	
	Manual at <u>https://fmx.cpa.state.tx.us/fmx/spa/classcodes/control.php</u> for the mo current listing of controlled assets. Contractors must add these items classified as controlled assets to their inventory list based on the noted acquisition costs.	
	If no, please skip to Section II.E. Subcontractors.	
42.	Are inventory records maintained that include: item description, serial number,	Yes No

#### COMMISSIONER'S COURT REGULAR MEETING

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Texas Dept of Family and Protective Services

### Internal Control Structure Questionnaire (ICSQ) for Title IV-E County ≥ \$25,000

	funding source(s), acquisition cost, acquisition date and inventory number?	
	Please attach a blank inventory form as ATTACHMENT #II-42	
43.	Are all equipment items and controlled assets tagged for the purpose of internal tracking and inventory?	⊠Yes □No
44.	Does your organization have policies regarding the documentation required for equipment that has been disposed of?	⊠Yes □No
	If yes, please attach a copy of your equipment disposal policy as ATTACHMENT #II-44.	
<u>II. E.</u>	SUBCONTRACTORS	
lf you mark	r organization does not subcontract DFPS services, or does not intend to subcontr N/A ⊠ here and skip to Section II.F. Title IV-E Child Welfare Services Contract Infor	act DFPS services, mation.
45.	Does your organization have written policies and procedures for subcontracted services?	□Yes □No
46.	Does your organization have a state contract of \$100,000 or greater?	□Yes □No
SEC	TION II. F: TITLE IV-E CHILD WELFARE SERVICES CONTRACT INFOR	RMATION
pertai	ection pertains only to any <b>County Title IV-E Child Welfare Services Contracts</b> with DF n to any <b>Title IV-E County Legal Services Contract</b> with DFPS. For purposes of this Sec ty and County Child Welfare Board are synonymous.	PS and <u>does not</u> ction, the terms
47.	If administrative costs will be claimed, has the county submitted an administrative budget to DFPS for review and approval?	⊠Yes □No □N/A
48.	Does the County Child Welfare Board have a process that Caseworkers must follow in order to obtain assistance from the County Child Welfare Board for a Foster Child?	□Yes ⊠No
	If yes, is the above policy a written (published) policy?	⊡Yes ⊠No
	If yes, please attach a description of the process or a copy of the written policy as ATTACHMENT #II-48	
49.	Has/have the county Title IV-E contract(s) been audited by county internal or external auditors?	⊠Yes □No
	If yes, please enter date of last audit. external 12/31/22	
50.	Do the region and the county conduct an annual review of the county Title IV-E contracts?	⊠Yes □No
	If yes, please enter date of last review. <u>9/2023</u>	
	Note: An annual review of the contract is specified in the contract.	
51.	How does the Child Welfare Board pay for supplemental child-care expenses?	
	Please provide a description of the process used to pay supplemental child care expensions name and/or position of responsible person/staff as ATTACHMENT #II-51.	ses, including the
52.	What back-up documentation does the county maintain to support Title IV-E reimburser	nents?
	Please provide a description of the required documentation as <b>ATTACHMENT #II-52</b> .	

#### COMMISSIONER'S COURT REGULAR MEETING

#### October 15, 2024

#### Texas Dept of Family and Protective Services Internal Control Structure Questionnaire (ICSQ) for Title IV-E County ≥ \$25,000

Form 9007CIVE December 2019

53.	Who maintains the documentation within the county (e.g., Child Welfare Board, County Auditor)? Please provide the name of the county Department or name and/or position of responsible person/staff. County Auditor	
54.	Who, within the county, signs the County Title IV-E Claims Voucher (Form 4116 – State Voucher Quarterly Billing)? Please provide the name and/or position of the responsible person/staff. <u>Michelle Lowrance, County Auditor</u>	of Texas Purchase
55.	How does the county ensure the County Title IV-E Claims Voucher is reconciled with the ledger?	e county's general
56.	Does the county have a process to ensure that all expenditures claimed are allowable? If yes, please attach a description of the process as ATTACHMENT #II-56.	⊠Yes □No
57.	Does the county have a process to ensure that all raised or donated funds used as certified match for the County Title IV-E Claims Voucher are unrestricted funds? <i>If yes, please attach a description of the process as</i> <b>ATTACHMENT #II-57</b> .	⊠Yes □No
58.	How does the county know which children are IV-E eligible? Please provide a description of the process and the name and/or position of responsible ATTACHMENT #II-58.	person/staff as

#### CERTIFICATION

Signed by an individual with documented authority as designated by the business entity.

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE, THAT THE INFORMATION REPORTED HEREIN IS TRUE, CORRECT, AND COMPLETE.

Signature Ty Prause

10/15/2024

Date

Printed/Typed Name

County Judge

Title

#### COMMISSIONER'S COURT REGULAR MEETING

#### October 15, 2024



Texas Department of Family and Protective Services

F502-9105 September 2024

### **Risk Analysis Questionnaire**

**Purpose:** This form is to be completed by the Contractor to provide DFPS with information for consideration in assessing risks related to provision of contracted services.

**Directions:** Respond to each question below. Upon completion, the form must be digitally signed (using the Adobe signature field in this form) by an individual with documented signature authority, as designated by the business entity. For questions regarding completion of this form, please contact your DFPS Contract Manager.

	CONTR	RACTOR INFORMATION			
Legal Entity Name		Contract Number			
Colorado Cou	unty		HHSO	00285000024	
Please provide inform	nation for the person to con	tact if additional information	is needed:		
Name and Title	E	mail Address		Phone Number	
Michelle Low	rance r	nichelle.lowrance@co.co	olorado.tx.us	(979) 732-2791	
	ACTIVE CON	TRACTS AND PAYMENT TY	PES		
	have other active contracts SD, University), County, or	with DFPS or any other ent Private Business]?	ity either within	or outside of Texas	
🛛 Yes 🗆 No	)				
		ract number(s), and indicate nit on a separate page along			
Fixed Price (FP)	Fixed price is a deliverables-based payment type for a contract with a firm agreed-upon price for the delivery of goods and services.				
Cost Reimbursement (CR)Payment type that reimburses contractors for actual, allowable, rea necessary expenditures incurred up to an approved amount and wit cost categories in the approved budget and budget narrative.					
Fee For Service (FFS)	Fee For Service Contractor is paid a standard fee per unit of service. Typically, rates are either				
Other					
E	ntity Name	Contract Number	Paymen	nt Type	
DFPS Title IV-	E (Legal)	HHS00028500018	Cost Reimb	ursement	

# COMMISSIONER'S COURT REGULAR MEETING

DEF	Texas Department	of otective Services	F502-9105APS-CPS September 2024
		INDEPENDENT AUDITS	
2.	Note: A contract m independent audit f If no, skip question		in
3.		your most recent audit? 🗹 Within 21 Months 🛛 Within 22-34 Months	
		35 Months or More No Audit Completed	
	Provide a copy of the	ne most recent independent audit, if applicable. 🗹 Copy of Audit atta	ached
	Additional Informat	ion, if applicable:	
		RELATED PARTY TRANSACTIONS Not Applicable if Fee for Service (FFS) Contract Check here if FFS then skip to question 5	
4.		ess transactions (compensated or not) that occur between your business our poses of this question, related party refers to:	entity and any
	a. A family me		
		of the Board of Directors,	
		s with >5% Ownership,	
	<ul> <li>d. Key Employ employees)</li> </ul>	ees Paid Separately for Other Responsibilities (e.g., consulting services, ,	not direct
	e. Parent/Sub		
		ns Under Common Ownership or Control (excluding routine relationships	
		e business activities such as purchasing or leasing (e.g., a building, a con aining a service (e.g., legal services, accounting services, banking service	
	🗆 Yes 🗹 No	Non-Compensated Services	
	□ Yes ☑ No	Compensated, Non-Recurring Goods, Services, or Labor	
	🗆 Yes 🗹 No	Compensated, Recurring Goods, Services or Labor	
	🗆 Yes 🖾 No	Compensated Goods, Services, or Labor w/ Uniform Rate, Set Rate that All Contracts for the Service	t Applies to
	TYes Z No	Compensated Consulting or Management Services	
	🗆 Yes 🗹 No	Compensated Building Leasing	
	🗆 Yes 🗹 No	Compensated Transportation	
	🗆 Yes 🗹 No	For-Profit Affiliated with Non-Profit	
	🗆 Yes 🖾 No	Owned/Operated by Same or Related Entity	
	🗆 Yes 🗹 No	Parent/Subsidiary Relationship	

# COMMISSIONER'S COURT REGULAR MEETING

Family and P	ent of Protective Services		F502-9105APS September 2
	SUBC	ONTRACTORS	
5. Indicate the percent	entage of work performed by sub	ocontractors for the contracted	service, as allowable by
D No Subcontrac	tor Involvement		
Subcontractors	Account for 50% or Less of Wo	rk Performed	
	Account for More than 50% of N	Work Performed	
	KEY MAN	IAGEMENT STAFF	
or purposes of this o Director, President, C	question, key management staff comptroller, Chief Financial Office	may include individuals with t er, Manager or Program Direct	itles such as: Executive or.
Has there been a months?	change in any key management	staff at your business organiz	zation within the past 24
🗹 Yes 🗌 No			
	key management staff have at le mponents of the contracted servi		
services are p	<u>components</u> refer to the service provided to clients, monitoring the sions in the contract.		
Director, President or	Less than 24 months with fiscal <u>or</u> programmatic components of federal and/or state grant programs	At least 24 months with fiscal or programmatic components of federal and/or state contracted programs	At least 24 months with fiscal <u>and</u> programmatic components of federal and/or state grant programs
Director, President or equivalent Accounting Director, Comptroller, Chief Financial Officer, Business	fiscal <u>or</u> programmatic components of federal and/or state grant	fiscal <u>or</u> programmatic components of federal and/or state contracted	fiscal <u>and</u> programmatic components of federal and/or state grant
Executive Director, President or Equivalent Accounting Director, Comptroller, Chief Financial Officer, Business Manager, etc. Program Director, Program Coordinator or Equivalent	fiscal <u>or</u> programmatic components of federal and/or state grant programs Less than 24 months with fiscal <u>or</u> programmatic components of federal and/or state grant	fiscal <u>or</u> programmatic components of federal and/or state contracted programs	fiscal <u>and</u> programmatic components of federal and/or state grant programs At least 24 months with fiscal <u>and</u> programmatic components of federal and/or state grant
Director, President or Equivalent Accounting Director, Comptroller, Chief Financial Officer, Business Aanager, etc. Program Director, Program	fiscal <u>or</u> programmatic components of federal and/or state grant programs  Less than 24 months with fiscal <u>or</u> programmatic components of federal and/or state grant programs  Less than 24 months with fiscal <u>or</u> programmatic components of federal and/or state grant programs	<ul> <li>fiscal <u>or</u> programmatic components of federal and/or state contracted programs</li> <li>At least 24 months with fiscal <u>or</u> programmatic components of federal and/or state contracted programs</li> <li>At least 24 months with fiscal <u>or</u> programmatic components of federal and/or state contracted programs</li> </ul>	<ul> <li>fiscal <u>and</u> programmatic components of federal and/or state grant programs</li> <li>At least 24 months with fiscal <u>and</u> programmatic components of federal and/or state grant programs</li> <li>At least 24 months with fiscal <u>and</u> programmatic components of federal and/or state grant programs</li> </ul>
Director, resident or quivalent cccounting Director, omptroller, hief Financial Officer, Business lanager, etc. rogram Director, rogram oordinator or quivalent For the preceding	fiscal <u>or</u> programmatic components of federal and/or state grant programs  Less than 24 months with fiscal <u>or</u> programmatic components of federal and/or state grant programs  Less than 24 months with fiscal <u>or</u> programmatic components of federal and/or state grant programs  DIRECT 12 months, indicate the percent	<ul> <li>fiscal <u>or</u> programmatic components of federal and/or state contracted programs</li> <li>At least 24 months with fiscal <u>or</u> programmatic components of federal and/or state contracted programs</li> <li>At least 24 months with fiscal <u>or</u> programmatic components of federal and/or state contracted programs</li> <li>DAt least 24 months with fiscal <u>or</u> programmatic components of federal and/or state contracted programs</li> </ul>	<ul> <li>fiscal <u>and</u> programmatic components of federal and/or state grant programs</li> <li>At least 24 months with fiscal <u>and</u> programmatic components of federal and/or state grant programs</li> <li>At least 24 months with fiscal <u>and</u> programmatic components of federal and/or state grant programs</li> <li>At least 24 months with fiscal <u>and</u> programmatic components of federal and/or state grant programs</li> </ul>
Director, resident or quivalent cccounting Director, omptroller, hief Financial Officer, Business lanager, etc. rogram Director, rogram oordinator or quivalent For the preceding	fiscal <u>or</u> programmatic components of federal and/or state grant programs  Less than 24 months with fiscal <u>or</u> programmatic components of federal and/or state grant programs  Less than 24 months with fiscal <u>or</u> programmatic components of federal and/or state grant programs  DIRECT	<ul> <li>fiscal <u>or</u> programmatic components of federal and/or state contracted programs</li> <li>At least 24 months with fiscal <u>or</u> programmatic components of federal and/or state contracted programs</li> <li>At least 24 months with fiscal <u>or</u> programmatic components of federal and/or state contracted programs</li> <li>At least 24 months with fiscal <u>or</u> programmatic components of federal and/or state contracted programs</li> <li>DELIVERY STAFF</li> <li>tage of turnover (the rate at van fi providing the contracted set of the set</li></ul>	<ul> <li>fiscal <u>and</u> programmatic components of federal and/or state grant programs</li> <li>At least 24 months with fiscal <u>and</u> programmatic components of federal and/or state grant programs</li> <li>At least 24 months with fiscal <u>and</u> programmatic components of federal and/or state grant programs</li> <li>At least 24 months with fiscal <u>and</u> programmatic components of federal and/or state grant programs</li> </ul>
irector, resident or quivalent ccounting irector, omptroller, hief Financial ifficer, Business lanager, etc. rogram Director, rogram oordinator or quivalent For the preceding workforce and are ☑ No change	fiscal <u>or</u> programmatic components of federal and/or state grant programs  Less than 24 months with fiscal <u>or</u> programmatic components of federal and/or state grant programs  Less than 24 months with fiscal <u>or</u> programmatic components of federal and/or state grant programs  DIRECT  12 months, indicate the percente replaced) for direct delivery state average level of experience that	fiscal <u>or</u> programmatic components of federal and/or state contracted programs  At least 24 months with fiscal <u>or</u> programmatic components of federal and/or state contracted programs  At least 24 months with fiscal <u>or</u> programmatic components of federal and/or state contracted programs  DELIVERY STAFF  tage of turnover (the rate at waff providing the contracted set ver >= 50%	<ul> <li>fiscal <u>and</u> programmatic components of federal and/or state grant programs</li> <li>At least 24 months with fiscal <u>and</u> programmatic components of federal and/or state grant programs</li> <li>At least 24 months with fiscal <u>and</u> programmatic components of federal and/or state grant programs</li> <li>At least 24 months with fiscal <u>and</u> programmatic components of federal and/or state grant programmatic components of federal and/or state grant programs</li> </ul>

#### COMMISSIONER'S COURT REGULAR MEETING

October 15, 2024



Texas Department of Family and Protective Services

F502-9105APS-CPS September 2024

#### INTERNAL CONTROLS

10. Does your business organization have any outstanding liabilities or litigations?

🗹 Yes 🗆 No

11. If Yes, Describe - Note: Please distinguish between any liabilities or litigations. If additional space is needed, submit as an attachment to this completed form.

Certificates of Obligation, Series 2012 and 2019, principal and interest are current

Term	Definition/Example
Outstanding Liabilities	Liabilities that are legal obligations payable to a third party and which are yet to be paid as of the balance sheet date
Litigations	Pending lawsuit(s) – generally meaning any current litigation involving the business entity for which the results could have a negative impact on the business.

#### CERTIFICATION

This form must be signed by an individual with documented signature authority, as designated by the business entity.

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE, THAT THE INFORMATION REPORTED HEREIN IS TRUE, CORRECT, AND COMPLETE.

Ty Prause

Typed Name

10/15/2024

Date, if not included in digital signature

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/	1	,	
5/	/	>	
1			

#### **RESET FORM**

# MINUTES OF THE COLORADO COUNTY COMMISSIONER'S COURT REGULAR MEETING October 15, 2024

\_21. Examine and approve all accounts payable, budget amendments and new ledger accounts (if any).

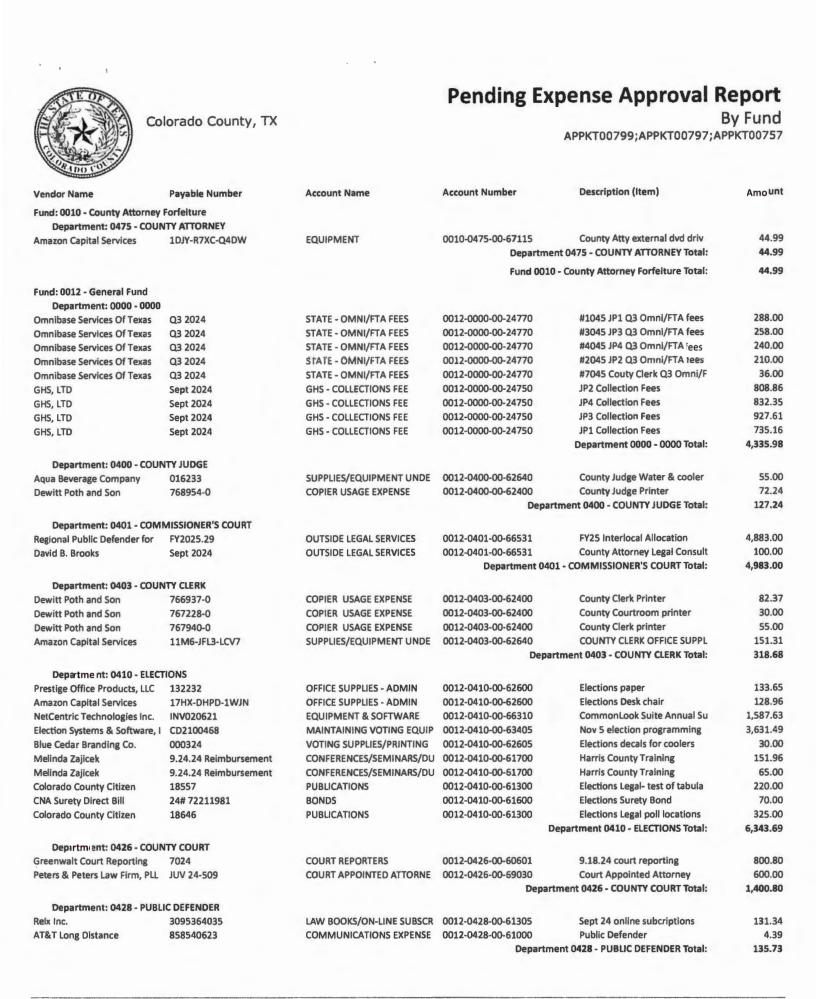
Michelle Lowrance stated she had additional invoices to be considered (attached to the back of the packet).

Motion by Commissioner Gertson to approve all accounts payable, including the add-ons, budget amendments and new ledger accounts (if any); seconded by Commissioner Neuendorff; 5 ayes 0 nays; motion carried; it was so ordered.

(See Attachment)

#### COMMISSIONER'S COURT REGULAR MEETING

#### October 15, 2024



10/11/2024 1:44:08 PM

### COMMISSIONER'S COURT REGULAR MEETING

Pending Expense Approval Re	port		1. Sec. 1. Sec	Packet: APPKT00799;APPKT00797;	
Vendor Name	Payable Number	Account Name	Account Number	Description (Item)	Amoun
Department: 0434 - 2ND 2		COURT REPORTERS EXPENSE	0012-0434-00-62664	Reimb meals Jury Trial 9.30.2	250.90
Lori Schmid	INV0000439 7.15.24-10.2.24 Reimburseme		0012-0434-00-62664	July-September 2024 Mileage	804.00
Lori Schmid	7.15.24-10.2.24 Keimburseme	COOKT REPORTERS EXPENSE		2ND 25TH JUDICIAL DISTRICT Total:	1,054.90
Department: 0435 - DISTR	ICT COURT				
Gregory Sherwood	CR 21-153	COURT APPOINTED ATTORNE	0012-0435-00-69032	District Court - Court Appoint	3,008.94
South Texas Forensic Psycholo		PROF SVCS-NON SPECIFIED	0012-0435-00-66542	Competency Evaluation	400.00
			Depart	ment 0435 - DISTRICT COURT Total:	3,408.94
Department: 0450 - DISTR	NCT CLERK				
Texas State Library & Archives	311781	CONFERENCES/SEMINARS/DU	0012-0450-00-61700	District Clerk Rec. Mgmt. Train	25.00
Dewitt Poth and Son	766936-0	COPIER USAGE EXPENSE	0012-0450-00-62400	District Clerk Copier	78.34
Dewitt Poth and Son	766938-0	COPIER USAGE EXPENSE	0012-0450-00-62400	District Clerk Copier	178.46
Dewitt Poth and Son	767227-0	COPIER USAGE EXPENSE	0012-0450-00-62400	District Clerk Copler	99.00
			Depar	tment 0450 - DISTRICT CLERK Total:	380.80
Department: 0451 - JUSTI		Contraction of the second second			
Texas Parks and Wildlife Depa	CR-24-0488	JUSTICE OF PEACE PCT, #1	0012-0451-00-44262	CR-24-0488, Mann, Chandler	212.50
Texas Parks and Wildlife Depa	CR-24-0495	JUSTICE OF PEACE PCT. #1	0012-0451-00-44262	CR-24-0495 ZICARELLI, VINCE	212.50
Texas Parks and Wildlife Depa	CR-24-0497	JUSTICE OF PEACE PCT. #1	0012-0451-00-44262	CR-24-0497 BRADLEY, ZACHA	212.50
William Hefner	10.8.24 Reimbursement	CONFERENCES/SEMINARS/DU	0012-0451-00-61700	JP1 Reimb for JP Seminar	330.00
AT&T Long Distance	858540623	COMMUNICATIONS EXPENSE	0012-0451-00-61000	JP1 Long Distance Phone Servi	6.22
			Department 04:	51 - JUSTICE OF THE PEACE #1 Total:	973.72
Department: 0452 - JUSTI	CE OF THE PEACE #2				
Aqua Beverage Company	016233	SUPPLIES/EQUIPMENT UNDE	0012-0452-00-62640	JP2 water & cooler Act#01268	29.99
Boe Reeves	Sept 24 mileage	TRAVEL EXPENSES	0012-0452-00-62000	Sept '23 mileage	75.44
Boe Reeves	10.8.24 Reimbursement	CONFERENCES/SEMINARS/DU	0012-0452-00-61700	Sept '23 mileage	330.00
Prestige Office Products, LLC	132166	OFFICE SUPPLIES	0012-0452-00-62600	JP2 printer paper	93.08
Prestige Office Products, LLC	132205	OFFICE SUPPLIES	0012-0452-00-62600	JP2 2 pack toner cartridges	142.18
Courtney Onheiser	Sept 24 mileage	TRAVEL EXPENSES	0012-0452-00-62000 Department 04	Sep mileage to deliver PCT2 r 52 - JUSTICE OF THE PEACE #2 Total:	59.09 7 <b>29.7</b> 8
Department: 0453 - JUSTI	CE OF THE DEACE #2		ocparation.		
Aqua Beverage Company	016233	SUPPLIES/EQUIPMENT UNDE	0012-0453-00-62640	JP# water & cooler Act#13805	45.23
Donald J. Clark	10.8.24 Reimbursement	CONFERENCES/SEMINAR5/DU	0012-0453-00-61700	JP3 Hotel & Registration Cost	150.00
Donald J. Clark	10.8.24 Reimbursement	TRAVEL EXPENSES	0012-0453-00-62000	JP3 Hotel & Registration Cost	180.00
Jessica Bergfield	10.4.24 Reimbursement	SUPPLIES/EQUIPMENT UNDE	0012-0453-00-62640	JP3 Certified Mail Reimburse	9.68
				53 - JUSTICE OF THE PEACE #3 Total:	384.91
Department: 0454 - JUSTI	CE OF THE PEACE #4				
Stan Warfield	Sept 24 mileage	TRAVEL EXPENSES	0012-0454-00-62000	Sept 24 Mileage Reimburs.	354.43
Aqua Beverage Company	016233	SUPPLIES/EQUIPMENT UNDE	0012-0454-00-62640	JP4 water & cooler 10708	31.97
Amazon Capital Services	1T67-XNTL-1WXG	SUPPLIES/EQUIPMENT UNDE	0012-0454-00-62640	JP4 Office Supplies	74.26
Alyssa Lindemann	Sept 24 mileage	TRAVEL EXPENSES	0012-0454-00-62000	Reimburse. for mileage	27.51
			Department 04	54 - JUSTICE OF THE PEACE #4 Total:	488.17
Department: 0475 - COUN	ITY ATTORNEY				
Reix Inc.	3095364035	CO/DIST ATTY OFFICE EXPENS	0012-0475-00-69012	Sept 24 online subcriptions	131.34
TDCAA	255829	CO/DIST ATTY OFFICE EXPENS	0012-0475-00-69012	Angela Ford & Sarah Wick	700.00
<b>Transunion Risk &amp; Alternative</b>	3133931-202409-1	CO/DIST ATTY OFFICE EXPENS	0012-0475-00-69012	County Atty Sept 2024	150.00
John Julian Moore	9.18.24-9.20.24 Reimburseme	CO/DIST ATTY OFFICE EXPENS	0012-0475-00-69012	Meals	75.00
John Julian Moore	9.18.24-9.20.24 Reimburseme	CO/DIST ATTY OFFICE EXPENS	0012-0475-00-69012	Hotel	150.65
John Julian Moore	9.18.24-9.20.24 Reimburseme		0012-0475-00-69012	County Atty Civil Law Confere	180.50
Schneider Tire & Lube LLC	52362	REPAIRS OF EQUIP/VEHICLES	0012-0475-00-63300	County Attorney Vehicle Main	143.93
			Departme	nt 0475 - COUNTY ATTORNEY Total:	1,531.42
Department: 0495 - COUN			0012 0405 00 55540	A	
Prestige Office Products, LLC	132200	SUPPLIES/EQUIPMENT UNDE	0012-0495-00-62640	Auditor paper	93.08
Amazon Capital Services	1L34-3Q77-1QXH	SUPPLIES/EQUIPMENT UNDE	0012-0495-00-62640	Auditor Office Supplies	12.88
Amazon Capital Services	1CTV-6GHT-7FJJ	SUPPLIES/EQUIPMENT UNDE	0012-0495-00-62640	Auditor batteries	6.99
Michelle Lowrance	10.6.24 5HRM	CONFERENCES/SEMINARS/DU	0012-0495-00-61700	Reimbursement for members	55.00
Amazon Capital Services	13KW-34T9-DJPN	SUPPLIES/EQUIPMENT UNDE	0012-0495-00-62640	Auditor Office Supplies	29.34
Amazon Capital Services	1KDQ-91RY-K4FK	SUPPLIES/EQUIPMENT UNDE	0012-0495-00-62640	Auditor Office Supplies	7.99
Amazon Capital Services	13KL-4VJN-WP73	SUPPLIES/EQUIPMENT UNDE	0012-0495-00-62640	Auditor tape dispensers	16.45

# COMMISSIONER'S COURT REGULAR MEETING

- 4 - 2					
Pending Expense Approval Rep	port			Packet: APPKT00799;APPKT00797	
Vendor Name	Payable Number	Account Name	Account Number	Description (Item)	Amou
Amazon Capital Services	1YF1-9JH9-GGJH	SUPPLIES/EQUIPMENT UNDE	0012-0495-00-62640	Auditor white board ent 0495 - COUNTY AUDITOR Total:	115.9 337.7
Department: 0510 COUR	THOUSE BLDG		o opor crit		
Department: 0510 - COUR Aqua Beverage Company	016233	MISCELLANEOUS SUPPLIES	0012-0510-00-62690	Probation water & cooler Act	75.9
A L & M Building Supply	578852	REPAIR MATERIALS	0012-0510-00-63500	Annex Keypad Deadbolt	69.9
Take Root	162472	GROUNDS MAINTENANCE	0012-0510-00-63100	Maintenance fertilizer	428.0
Constellation New Energy, Inc.		UTILITIES	0012-0510-00-63000	Electricity	201.7
Constellation New Energy, Inc.	69285038001	UTILITIES	0012-0510-00-63000	Act#201383653-12	78.6
Constellation New Energy, Inc.		UTILITIES	0012-0510-00-63000	Electricity	11.0
Constellation New Energy, Inc.		UTILITIES	0012-0510-00-63000	Act#201383653-2	11.0
Constellation New Energy, Inc.		UTILITIES	0012-0510-00-63000	Act#201383653-3	5.8
Constellation New Energy, Inc.		UTILITIES	0012-0510-00-63000	Electricity	1,026.1
Constellation New Energy, Inc.		UTILITIES	0012-0510-00-63000	Act#201383653-16	13.2
CAI Services LLC	2024-0920	REPAIRS TO BLDGS	0012-0510-00-63210	Courthouse A/C repairs	10,889.0
Rosenbaum Electric, LLC	0920ccanne	REPAIRS TO BLDGS	0012-0510-00-63210	Annex install 2 sensors	307.3
Rosenbaum Electric, LLC	0923ccp4jp	REPAIRS TO BLDGS	0012-0510-00-63210	JP4 Replace 10 lights	2,656.2
Gulf Coast Paper Co., Inc.	2577302	MISCELLANEOUS SUPPLIES	0012-0510-00-62690	Paper products	227.2
Gulf Coast Paper Co., Inc.	2577302	CLEANING SUPPLIES	0012-0510-00-63200	Paper & Cleaning products	77.6
			Departme	nt 0510 - COURTHOUSE BLDG Total:	16,079.1
Department: 0525 - SEPTI	C SYSTEM/FLOOD PLAIN				
AT&T Long Distance	858540623	COMMUNICATIONS EXPENSE	0012-0525-00-61000	Septic Long Distance Phone S	13.6
TCEQ	Q3 Onsite Council Fees	CONTRACT SERVICES	0012-0525-00-66500	Q3 Onsite Council fees 9/30/2	470.0
			Department 0525 - S	SEPTIC SYSTEM/FLOOD PLAIN Total:	483.6
Department: 0530 - EMER	GENCY MANAGEMENT				
Harris Cty Accts Rec-Radio	114277	RADIO REPAIRS & MAINTENA	0012-0530-00-63400	9/1/24-9/30/24 Monthly SW-	45.0
AT&T Long Distance	858540623	COMMUNICATIONS EXPENSE	0012-0530-00-61000	Emergency Mgmt Long Distan	8.6
Windshield Express	1012633	REPAIRS OF EQUIP/VEHICLES	0012-0530-00-63300	Emergency Mgmt Repair LP#1	60.0
Voceon	519000053	EQUIPMENT OVER \$500	0012-0530-00-70500	25% Down install	87,500.0
			Department 0530 -	EMERGENCY MANAGEMENT Total:	87,613.6
Department: 0540 - EMS			0012 0540 20 62640	Dell 24" Monitor	399.9
Amazon Capital Services	1MLC-KRQV-JD4M 1PRL-6WH7-GTR3	SUPPLIES/EQUIPMENT UNDE SUPPLIES/EQUIPMENT UNDE	0012-0540-20-62640 0012-0540-20-62640	EMS Dell 27" monitor	199.9
Amazon Capital Services Zoll Medical Corp	90094103-Oct	SOFTWARE/LICENSE SERVICES		8400-110045	112.2
Michael Furrh	10.9.24 Reimbursement for p	SUPPLIES/EQUIPMENT UNDE	0012-0540-20-62640	Reimbursement for postage	9.6
Henry Schein Inc.	15340249	AMBULANCE SUPPLIES	0012-0540-21-62612	Oral/Nasal Cannula	33.0
Henry Schein Inc.	15362803	AMBULANCE SUPPLIES	0012-0540-21-62612	Ambulance Supplies	7.286.2
Amazon Capital Services	1KIP-D3RN-XIKR	SUPPLIES/EQUIPMENT UNDE	0012-0540-20-62640	EMS 27" curved monitor	177.9
DSS Driving Safety Services, LL	24-1493665	DRUG & ALCOHOL TESTING	0012-0540-25-66515	EMS random drug testing	330.0
A L & M Building Supply	579365	SUPPLIES/EQUIPMENT UNDE	0012-0540-20-62640	EM5 3 padlocks	101.4
Impact Promotional SVCS, LLC		UNIFORMS	0012-0540-25-62100	new hire uniform	174.2
Impact Promotional SVCS, LLC	INV104959	UNIFORMS	0012-0540-25-62100	new hire uniform	668.2
Aqua Beverage Company	016233	SUPPLIES/EQUIPMENT UNDE	0012-0540-20-62640	EMS 3 water & cooler Act#80	54.0
Aqua Beverage Company	016233	SUPPLIES/EQUIPMENT UNDE	0012-0540-20-62640	EMS 1water & cooler Act#804	171.8
Aqua Beverage Company	016233	SUPPLIES/EQUIPMENT UNDE	0012-0540-20-62640	EMS 5 gal water & cooler #01	51.9
Patriot Fuel Distributors, LLC	13833	EQUIPMENT OVER \$500	0012-0540-20-70500	2 500 gallon overhead tanks	3,929.8
Medpro Waste Disposal, LLC	1393309	MEDICAL WASTE SERVICES	0012-0540-25-66546	Medical Waste Removal	244.1
Henry Schein Inc.	14423325	AMBULANCE SUPPLIES	0012-0540-21-62612	Ambulance Supplies	240.7
Henry Schein Inc.	14703770	AMBULANCE SUPPLIES	0012-0540-21-62612	Ambulance Supplies	206.2
Amazon Capital Services	1PRL-6WH7-7F4D	AMBULANCE SUPPLIES	0012-0540-21-62612	EM5 medical supplies	47.9
Tri-County Petroleum, Inc - E	117085	FUEL & OIL	0012-0540-20-62670	EMS Fuel	978.2
Tri-County Petroleum, Inc - E	117085	FUEL & OIL	0012-0540-20-62670	EMS Fuel	840.7
Tri-County Petroleum, Inc - E	117085	FUEL & OIL	0012-0540-20-62670	EMS Fuel Filter	18.8
Linde Gas & Equipment Inc.	45304198	AMBULANCE SUPPLIES	0012-0540-21-62612	EMS Ambulance Supplies	634.1
inde Gas & Equipment Inc.	45304202	AMBULANCE SUPPLIES	0012-0540-21-62612	EMS oxygen tanks	593.
	85496537	AMBULANCE SUPPLIES	0012-0540-21-62612	Ambulance Supplies	284.3
Bound Tree Medical, LLC	63430337				
Bound Tree Medical, LLC EMS Management & Consulta	EMS-007417	BILLING SERVICES	0012-0540-25-69022	August 2024 Management Se	1,276.0
			0012-0540-25-69022 0012-0540-20-62640	August 2024 Management Se EMS Utility cart	
EMS Management & Consulta	EMS-007417	BILLING SERVICES			1,276.0 81.3 47.3

# COMMISSIONER'S COURT REGULAR MEETING

#### October 15, 2024

#### Pending Expense Approval Report

renaing expense Approval ne	1				
Vendor Name	Payable Number	Account Name	Account Number	Description (Item)	Amount
A & A Oil Co., Inc.	401008	FUEL & OIL	0012-0540-20-62670	EMS Fuel	48.61
Hanjak Industries, LLC	4123	SUPPLIES/EQUIPMENT UNDE	0012-0540-20-62640	EMS	158.06
Hanjak Industries, LLC	4123	REPAIRS OF EQUIP/VEHICLES	0012-0540-24-63300	EMS	3,161.14
Rural Telecommunications of	5845-20241008-1	COMMUNICATIONS EXPENSE	0012-0540-25-61000	EMS #3 Internet	75.00
Bound Tree Medical, LLC	85504807	AMBULANCE SUPPLIES	0012-0540-21-62612	famotidine	38.15
Bound Tree Medical, LLC	85504807	AMBULANCE SUPPLIES	0012-0540-21-62612	Ambulance Supplies	14.95
Bound Tree Medical, LLC	85506844	AMBULANCE SUPPLIES	0012-0540-21-62612	Electrodes	805.82
Bound Tree Medical, LLC	85506845	AMBULANCE SUPPLIES	0012-0540-21-62612	Rocuronium 100mg	695.50
Bound Tree Medical, LLC	85510471	AMBULANCE SUPPLIES	0012-0540-21-62612	Gauze Sponge	35.82
Windshield Express	1012675	REPAIRS OF EQUIP/VEHICLES	0012-0540-24-63300	EMS windshield for LP#12292	350.00
Amazon Capital Services	13YQ-411V-KRMD	AMBULANCE SUPPLIES	0012-0540-21-62612	EMS Ambulance Supplies	540.20
Amazon Capital Services	1CK4-VCYH-K4WG	SUPPLIES/EQUIPMENT UNDE	0012-0540-20-62640	EMS Bucket pump dispenser	29.85
Amazon Capital Services	1MVJ-LW6V-CGKC	SUPPLIES/EQUIPMENT UNDE	0012-0540-20-62640	EMS water hose	46.99
Condra Communications	73287	REPAIRS OF EQUIP/VEHICLES	0012-0540-24-63300	Sept Alarm System Monitorin	110.65
Bound Tree Medical, LLC	85392066	AMBULANCE SUPPLIES	0012-0540-21-62612	Ambulance Supplies	357.71
Michael Furrh	9/15/24-9/18/24	CONFERENCES/SEMINARS/DU	0012-0540-25-61700	EMS Hotel for conference	652.10
DSS Driving Safety Services, LL	24-1493519	DRUG & ALCOHOL TESTING	0012-0540-25-66515	EMS random drug testing	240.00
Columbus Tire Center	42953	REPAIRS OF EQUIP/VEHICLES	0012-0540-24-63300	EMS tire for 2019 Ford	170.64
				Department 0540 - EMS Total:	27,810.16
Department: 0555 - RURA	L ADDRESSING				
Caleb Tello	Sep 24 Reimbursement	CONFERENCES/SEMINARS/DU	0012-0555-00-61700	911 RA Mileage Reimb	100.90
AT&T Long Distance	858540623	COMMUNICATIONS EXPENSE	0012-0555-00-61000	911/RA Long Distance Phone	11.11
FSC, Inc.	52750	FLOODPLAIN CONSULTANT	0012-0555-00-66520	911 RA Review of Drainage Sit	1,600.00
				t 0555 - RURAL ADDRESSING Total:	1,712.01
Department: 0560 - COUM	ITY SHERIEF				
CDW LLC	AA5WP7M	MISCELLANEOUS EXPENSE	0012-0560-10-62690	Epson DS-530 Document Scan	355.16
CDW LLC	AA6FI7S	MISCELLANEOUS EXPENSE	0012-0560-10-62690	Dell 24 Monitor	179.03
CDW LLC	AA6P38J	EQUIPMENT OVER \$500	0012-0560-10-02050	Canon imageformula	3,812.35
Tri-County Petroleum, Inc - Sh	117208	FUEL & OIL	0012-0560-11-62670	Sheriff Fuel	1,027.11
Prestige Office Products, LLC	132191	SUPPLIES/EQUIPMENT UNDE	0012-0560-11-62640	Sheriff paper	465.40
GT Distributors, Inc.	UNIV0055364	EMPLOYEE UNIFORMS	0012-0560-10-62105	SHERIFF UNIFORMS	431.94
Amazon Capital Services	1TPP-V7D3-6TQ7	SUPPLIES/EQUIPMENT UNDE	0012-0560-11-62640	Sheriff radio battery & charge	96.78
Transunion Risk & Alternative	366533-202409-1	MISCELLANEOUS EXPENSE	0012-0560-11-62690	Sheriff Sept 2024 people sear	150.00
Schneider Tire & Lube LLC	52321	BATTERIES, TIRES & TUBES	0012-0560-11-62305	Sheriff Vehicle battery	287.45
CDW LLC	AA72Z8I	SOFTWARE/LICENSE SERVICES		Sheriff Barracuda	3,960.00
D. Craig Peikert	CC000099	CONTRACT IT SERVICES	0012-0560-14-66500	Sept 2024 base load & troubl	2,514.98
Amazon Capital Services	CM0000201		0012-0560-11-62640	Sheriff return of external driv	-18.99
GT Distributors, Inc.	UNIV0055708	SUPPLIES/EQUIPMENT UNDE			
Schneider Tire & Lube LLC	52333	EMPLOYEE UNIFORMS	0012-0560-10-62105	SHERIFF UNIFORMS	431.94
		REPAIRS OF EQUIP/VEHICLES	0012-0560-11-63300	Sheriff Vehicle Battery	257.95
AT&T Long Distance	858540623	COMMUNICATIONS EXPENSE	0012-0560-14-61000	Sheriff Long Distance	126.96
GT Distributors, Inc.	UNIV0055727	EMPLOYEE UNIFORMS	0012-0560-10-62105	SHERIFF UNIFORMS	1,199.84
Galls LLC	029192711	EMPLOYEE UNIFORM5	0012-0560-10-62105	029192711	452.98
Tri-County Petroleum, Inc - Sh		FUEL & OIL	0012-0560-11-62670	Sheriff Fuel	1,405.59
D-Zee's Automotive	37312	REPAIRS OF EQUIP/VEHICLES	0012-0560-11-63300	Repair of brakes unit 614	1,492.00
			Departr	nent 0560 - COUNTY SHERIFF Total:	18,628.47
Department: 0565 - COUN					
Ferguson Enterprises LLC	1070395	CLEANING SUPPLIES	0012-0565-00-63200	soap, fabuloso, toilet tissue	921.44
Southern Health Partners, Inc.	MISC10576	PRISONER MEDICAL/MEDICIN	0012-0565-00-65020	Oct 2023 Base Provision for H	121.98
GT Distributors, Inc.	UNIV0054820	JAILERS UNIFORMS	0012-0565-00-62105	jail uniforms	3,559.50
GT Distributors, Inc.	UNIV0054822	JAILERS UNIFORMS	0012-0565-00-62105	jail uniforms	1,035.30
Mark's Plumbing Parts	INV002177621	JAIL REPAIRS	0012-0565-00-63210	Jail Plumbing supp./drain clea	1,489.15
Bold Plumbing, LLC	092324-B-FE	JAIL REPAIRS	0012-0565-00-63210	Jail Plumbing Laundry room	265.50
Bold Plumbing, LLC	092424-A-FE	JAIL REPAIRS	0012-0565-00-63210	Jail Plumbing stoppage	265.50
Sunbelt Laboratories	145655	CLEANING SUPPLIES	0012-0565-00-63200	Jail Laundry & Dish soap	2,087.23
Columbus Glass & Mirror	1000143458	JAIL REPAIRS	0012-0565-00-63210	Jail glass replacement	825.00
Amazon Capital Services	13YQ-411V-TD66	MISCELLANEOUS SUPPLIES	0012-0565-00-62690	Jail money counter	99.99
Amazon Capital Services	1F3N-43DR-QJDX	MISCELLANEOUS SUPPLIES	0012-0565-00-62690	Jail cash counter & safe	384.63
Amazon Capital Services	1XMD-1WQ7-197L	CLEANING SUPPLIES	0012-0565-00-63200	Jail 12 brooms	74.99
<b>Clinical Solutions Pharmacy</b>	6132397	PRISONER MEDICAL/MEDICIN	0012-0565-00-65020	Sept 24 Inmate RXs	871.63

Packet: APPKT00799;APPKT00797;APPKT00757

# COMMISSIONER'S COURT REGULAR MEETING

Pending Expense Approval Re	port			Packet: APPKT00799;APPKT00797	;APPKT0075
Vendor Name	Payable Number	Account Name	Account Number	Description (Item)	Amoun
Constellation New Energy, Inc.	69301850801	UTILITIES	0012-0565-00-63000	Electricity	S,267.7
Southern Health Partners, Inc.		PRISONER MEDICAL/MEDICIN	0012-0565-00-65020	Nov 2024 Base Provision for H	10,647.1
ICS Jail Supplies, Inc	INV803550	JAIL INMATE UNIFORMS	0012-0565-00-65040	Jail inmate uniforms	798.8
	SV-INV050858	JAIL REPAIRS	0012-0565-00-63210	Jail washer repair	702.2
Skyline Equipment, LLC	1JWL-QCCJ-WY9G	MISCELLANEOUS SUPPLIES	0012-0565-00-62690	Jail Range hood filters	99.9
Amazon Capital Services		PRISONER MEDICAL/MEDICIN	0012-0565-00-65020	Dental work Frank Cantu Jr.	526.0
Sealy Dentistry - PLLC	7.9.24 #149005726		0012-0565-00-65020	Dental Work Mark Francis	896.0
Sealy Dentistry - PLLC	9.20.24 # 149012744	PRISONER MEDICAL/MEDICIN			4,474.0
Sealy Dentistry - PLLC	9.3.24 #149010670	PRISONER MEDICAL/MEDICIN	0012-0565-00-65020	Dental work Marvin Alley	
Sealy Dentistry - PLLC	9.3.24 #149010672	PRISONER MEDICAL/MEDICIN	0012-0565-00-65020	Dental work Ronney Matthew	1,393.0
A-1 Shiner Fire & Safety Inc.	25226	JAIL REPAIRS	0012-0565-00-63210	Jail new smoke detectors	639.8
Trident Care	46279589	PRISONER MEDICAL/MEDICIN	0012-0565-00-65020	Prisoner xrays	270.0
Performance Foodservice Tem	2456474	FOOD FOR PRISONERS	0012-0565-00-65010	Inmate food	4,444.8
Columbus Community Hospit	83559	REQUIRED TESTING & DRUG T	0012-0565-00-66515	Pre employment	99.0
			Dep	partment 0565 - COUNTY JAIL Total:	42,260.5
Department: 0570 - SUPE	RVISION & CORRECTIONS				
Guadalupe County Juvenile Se		DETENTION SERVICES	0012-0570-00-65031	Sept Juvenile Detention Fac.	4,250.0
outdoubpe county sevenine se				JPERVISION & CORRECTIONS Total:	4,250.0
			bepartment obvo o		.,
Department: 0580 - VETER					
Amazon Capital Services	1L46-34W6-D4QY	OFFICE SUPPLIES	0012-0580-00-62600	VSO ink & tape	43.2
AT&T Long Distance	858540623	COMMUNICATIONS EXPENSE	0012-0580-00-61000	VSO Long Distance Phone Ser	5.3
			Department 0580	- VETERAN SERVICE OFFICER Total:	48.5
Department: 0585 - INFOR	MATION TECHNOLOGY				
Tyler Technologies, Inc	025-483085	SOFTWARE/LICENSE SERVICES	0012-0585-00-64000	Financial Project Managemen	145.0
Schneider Tire & Lube LLC	52249	REPAIRS OF EQUIP/VEHICLES	0012-0585-00-63300	I.T. Oil change 2010 Tahoe	57.4
	025-482309	SOFTWARE/LICENSE SERVICES	0012-0585-00-64000	Time & Attendance	1,820.0
Tyler Technologies, Inc	025-482305	SOF I WARE/LICENSE SERVICES		INFORMATION TECHNOLOGY Total:	2,022.4
			Department 0565 -	INFORMATION TECHNOLOGY IDIal:	2,022.40
Department: 0640 - CONT	RACT SERVICES				
Travis County Medical Examin	3300008814	AUTOPSIES	0012-0640-00-66400	Judy Nuss PA 24-03535	3,891.00
Travis County Medical Examin	3300008814	AUTOPSIES	0012-0640-00-66400	Andrew Eckerman PA 24-0342	1,207.0
Travis County Medical Examin	3300008814	AUTOPSIES	0012-0640-00-66400	Daniel Cruggs PA 24-03344	3,891.00
Travis County Medical Examin	3300008814	AUTOPSIES	0012-0640-00-66400	Allison Tsakiris PA 24-05029	3,891.0
Travis County Medical Examin	3300008834	AUTOPSIE5	0012-0640-00-66400	Denton Eugene Tilley PA 24-0	3,891.0
Travis County Medical Examin	3300008841	AUTOPSIES	0012-0640-00-66400	Kenneth David Arnold PA 24-0	3,891.00
			Departmen	t 0640 - CONTRACT SERVICES Total:	20,662.00
D					
Department: 0645 - INDIG					
Crawford Andrews & Davis PT		MEDICAL, IHC	0012-0645-00-69052	Indigent healthcare Radiology	113.87
Columbus Community Hospit		MEDICAL, IHC	0012-0645-00-69052	Inmate Er visit	384.18
Columbus Community Hospit	Med Rec#000000161967	MEDICAL, IHC	0012-0645-00-69052	Inmate Er visit	1,750.00
Clinical Pathology Lab, Inc	Pat Act#UK000216	MEDICAL, IHC	0012-0645-00-69052	Indigent healthcare	17.98
Clinical Pathology Lab, Inc	Pat Act#UK026473	MEDICAL, IHC	0012-0645-00-69052	Indigent healthcare	19.80
Clinical Solutions Pharmacy	6132279	MEDICINES, IHC	0012-0645-00-69054	Oct Inmate RXs	2,047.53
Concord Medical Group, PLLC	71445165	MEDICINES, IHC	0012-0645-00-69054	Inmate Physician Svcs Client#	377.32
Columbus Community Hospit	Med Rec #000000162508	MEDICAL, IHC	0012-0645-00-69052	Inmate Er visit	713.64
Columbus Community Hospit	Med Rec# 000000130769	MEDICAL, IHC	0012-0645-00-69052	Inmate Er visit	2,644.50
Columbus Community Hospit	Med Rec#000000162610	MEDICAL, IHC	0012-0645-00-69052	Inmate Er visit	218.1
Bryan Radiology Associates	Pat Act# BRA354115	MEDICAL, IHC	0012-0645-00-69052	Inmate XRays	27.8
Indigent Healthcare Solutions,	78526	SOFTWARE LICENSE	0012-0645-00-64000	Professional Svcs for March 2	1,059.00
				645 - INDIGENT HEALTHCARE Total:	9,373.73
			ocparatient		5,575.7.
Department: 0665 - AGRI					
AT&T Long Distance	858540623	COMMUNICATIONS EXPENSE	0012-0665-00-61000	Ext Agent Long Distance Phon	4.97
AT&T Long Distance	858540623	COMMUNICATIONS EXPENSE	0012-0665-00-61000	Ag Long Distance Phone Servi	0.60
Ja'Shae Carter	10.3.24 Adobe Reimb.	SUPPLIE5/EQUIPMENT UNDE	0012-0665-00-62640	Ag Ext Reimbursement for Ad	194.40
			Department 066	5 - AGRI EXTENSION SERVICE Total:	199.9
Department: 0695 - MISCE	LLANEOUS				
Aqua 8everage Company	016233	MISCELLANEOUS EXPENSE	0012-0695-00-69900	CH basement water & cooler	76.50
Aqua Beverage Company	016233	MISCELLANEOUS EXPENSE	0012-0695-00-69900	Annex water & cooler Act#80	
Baumgart Agency LLC	2024 #7677643N				12.00
	LUL4 #/0//043N	BONDS	0012-0695-00-61600	Jail Notary Bond Ashley Laake	71.00

# COMMISSIONER'S COURT REGULAR MEETING

October 15, 2024

Pending Expense Approval Rep		Contractor 1		Packet: APPKT00799;APPKT0079	
Vendor Name	Payable Number	Account Name	Account Number	Description (Item)	Amoun
FP Finance Program	RI106370698	POSTAGE & BOX RENT	0012-0695-00-61405 Depart	Postage machine labels & ink ment 0695 - MISCELLANEOUS Total:	285.58 <b>445.0</b> 8
				Fund 0012 - General Fund Total:	258,524.8
Fund: 0016 - America Rescue P Department: 0000 - 0000	lan				
Garland/DBS, Inc.	42785248622	CONTRACT SERVICES	0016-0000-00-66500	Jail Roof Renovations Project Department 0000 - 0000 Total:	103,499.3 1 <b>03,499.3</b>
			Fun	d 0016 - America Rescue Plan Total:	103,499.3
Fund: 0017 - Colorado County Department: 0170 - Fairgn					
M-G Farm Service Center	18868	MAINTENANCE	0017-0170-00-63410	Fairgrounds hooks for shades	91.5
Wenglar's Pipe & Iron Supply	54664	MAINTENANCE	0017-0170-00-63410	Fairgrounds 3/4" stock shades	28.50
Shannon Gerik	9.13.24 Reimbursement	MAINTENANCE	0017-0170-00-63410	Fairgrounds Hand Soap	18.00
Columbus Glass & Mirror	1000143449	MAINTENANCE	0017-0170-00-63410	Fairgrounds 2 Door Closers	450.00
Morrison Supply Company	5118994472.001	MAINTENANCE	0017-0170-00-63410	Fairgrounds pipe	51.62
A-Line Auto Parts	10715852	MAINTENANCE	0017-0170-00-63410	Fairgrounds parts	144.2
A-Line Auto Parts	10724856	MAINTENANCE	0017-0170-00-63410	Fairgrounds battery return	-10.5
Amazon Capital Services	1JTP-3VHP-7PDC	MAINTENANCE	0017-0170-00-63410	Fairgrounds monthly planner	9.9
Christine Grafe	INV0000435	MAINTENANCE	0017-0170-00-63410	Fairgrounds Reimbursement f	39.0
Christine Grafe	INV0000436	MAINTENANCE	0017-0170-00-63410	Fairgrounds Reimbursement h	13.5
Christine Grafe	INV0000437	TRAVEL EXPENSES	0017-0170-00-62000	Jan 9 - 18, 2024 mileage	26.80
Constellation New Energy, Inc.	Sept 24 Utilities	UTILITIES	0017-0170-00-63000	69300645501	126.42
Constellation New Energy, Inc.	Sept 24 Utilities	UTILITIES	0017-0170-00-63000	69300646501	494.04
Constellation New Energy, Inc.	Sept 24 Utilities	UTILITIES	0017-0170-00-63000	69300644001	447.6
Constellation New Energy, Inc.	Sept 24 Utilities	UTILITIES	0017-0170-00-63000	69300649801	344.5
Constellation New Energy, Inc.	Sept 24 Utilities	UTILITIES	0017-0170-00-63000	69300643201	290.5
Constellation New Energy, Inc.	Sept 24 Utilities	UTILITIES	0017-0170-00-63000	69300641201	246.60
Constellation New Energy, Inc.	5ept 24 Utilities	UTILITIES	0017-0170-00-63000	69300641001	188.7
Constellation New Energy, Inc.	Sept 24 Utilities	UTILITIES	0017-0170-00-63000	69301851401	13.70
Constellation New Energy, Inc.	Sept 24 Utilities	UTILITIES	0017-0170-00-63000	69300642701	611.4
Constellation New Energy, Inc.	Sept 24 Utilities	UTILITIES	0017-0170-00-63000	69301850701	143.3
Constellation New Energy, Inc.	Sept 24 Utilities	UTILITIES	0017-0170-00-63000	69301851701	89.10
Constellation New Energy, Inc.	Sept 24 Utilities	UTILITIES	0017-0170-00-63000	69300640901	87.7
Constellation New Energy, Inc.	Sept 24 Utilities	UTILITIES	0017-0170-00-63000	69301849201	76.44
Constellation New Energy, Inc.	Sept 24 Utilities	UTILITIES	0017-0170-00-63000	69300641501	64.4
Constellation New Energy, Inc.	Sept 24 Utilities	UTILITIES	0017-0170-00-63000	69301851601	62.10
Constellation New Energy, Inc.	Sept 24 Utilities	UTILITIES	0017-0170-00-63000	69301848201	55.50
Constellation New Energy, Inc.	Sept 24 Utilities	UTILITIES	0017-0170-00-63000	69300645301	39.12
Constellation New Energy, Inc.	Sept 24 Utilities	UTILITIES	0017-0170-00-63000	69300648801	27.00
Constellation New Energy, Inc.	Sept 24 Utilities	UTILITIES	0017-0170-00-63000	69300642601	766.54
Constellation New Energy, Inc.	Sept 24 Utilities	UTILITIES	0017-0170-00-63000	69301847901	347.2
Constellation New Energy, Inc.	Sept 24 Utilities	UTILITIES	0017-0170-00-63000	69300640101	32.40
Constellation New Energy, Inc.	Sept 24 Utilities	UTILITIES	0017-0170-00-63000	69301850401	1,303.42
Trafco Industries Inc.	55243	MAINTENANCE	0017-0170-00-63410	fairgrounds signs	224.00
			0	Department 0170 - Fairground Total:	6,944.8
			Fund 0017 -	Colorado County Fairgrounds Total:	6,944.8
Fund: 0021 - Road & Bridge Pc					
Department: 0621 - PCT #		11115001-5	0001 0001 00 00100	DOT 1 LIST STORE	
Unifirst Holdings Inc.	2680073874	UNIFORMS	0021-0621-00-62100	PCT1 Uniforms	72.38
Columbus Auto Supply	139031	BATTERIES, TIRES & TUBES	0021-0621-00-63305	PCT1 Batteries	450.85
Mustang Cat	6723956	REPAIRS OF EQUIP/VEHICLES	0021-0621-00-63300	PCT1 Switch parts	315.99
Mustang Cat	6730671	FUEL & LUBRICANTS	0021-0621-00-62671	Motor GP-WIP	200.13
Mustang Cat	6730671	FUEL & LUBRICANTS	0021-0621-00-62671	OIL-DEO-ULS 15W-40	113.7
Mustang Cat	6730671	FUEL & LUBRICANTS	0021-0621-00-62671	OIL-DEO (ULS)	557.70
Mustang Cat	6730671	REPAIRS OF EQUIP/VEHICLES	0021-0621-00-63300	PCT1 Glass door & motor oil	937.20
DSS Driving Safety Services, LL	24-1493540	CDL TESTING	0021-0621-00-66515	Random Drug & Alcohol Testi	90.00
J & W Parts, inc. Unifirst Holdings Inc.	794087	REPAIRS OF EQUIP/VEHICLES	0021-0621-00-63300	PCT1 Filters for F350	169.64
	2680074588	UNIFORMS	0021-0621-00-62100	PCT1 Uniforms	81.14

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\*\*\*The payables contained in this report are in an open packet, and have not posted to the General Ledger \*\*\*

# COMMISSIONER'S COURT REGULAR MEETING

#### October 15, 2024

#### Pending Expense Approval Report

Pending expense Approval Ke	port				,
Vendor Name	Payable Number	Account Name	Account Number	Description (Item)	Amount
Katy Hydraulics, LLC	27205	REPAIRS OF EQUIP/VEHICLES	0021-0621-00-63300	PCT1 O rings	5.25
Doug Wessels	Sept 24 cell reimbursement	COMMUNICATIONS EXPENSE	0021-0621-00-61000	24 cell phone reimb	40.00
AT&T Long Distance	858540623	COMMUNICATIONS EXPENSE	0021-0621-00-61000	PCT1 Long Distance Phone Se	0.13
Windshield Express	1012652	<b>REPAIRS OF EQUIP/VEHICLES</b>	0021-0621-00-63300	PCT1 Glass install excavator d	300.00
Unifirst Holdings Inc.	2680075288	UNIFORMS	0021-0621-00-62100	PCT1 Uniforms	82.63
A L & M Building Supply	CM0000203	HAND TOOLS & EQUIPMENT	0021-0621-00-67100	PCT1 Credit for Double Pay In	-51.78
Harry Freudenberg	Sept 2024 Reimbursement	COMMUNICATIONS EXPENSE	0021-0621-00-61000	24 cell phone reimb	20.00
				Department 0621 - PCT #1 Total:	3,386.03
				Fund 0021 - Road & Bridge Pct 1 Total:	3,386.03
Fund: 0022 - Road & Bridge Po	ct 2				
Department: 0622 - PCT #	\$2				
A-Line Auto Parts	10841343	<b>REPAIRS OF EQUIP/VEHICLE5</b>	0022-0622-00-63300	PCT2 Door handle & air clean	212.01
Wick Western Auto LLC	215513	SHOP SUPPLIES	0022-0622-00-62645	PCT2 weed eater supplies	35.93
McCoy's Building Supply	25568642	SHOP SUPPLIES	0022-0622-00-62645	PCT2 2 Gallon sprayer	16.99
Klesel's Auto Truck & Tractor, I	292003	REPAIR MATERIALS	0022-0622-00-63500	PCT2 2 Backhoe lights	71.90
Cintas Corporation	4206640148	UNIFORMS	0022-0622-00-62100	PCT2 uniforms	274.50
Cintas Corporation	4206640148	SHOP SUPPLIES	0022-0622-00-62645	PCT2 shop supplies	27.52
Linde Gas & Equipment Inc.	49232223	SHOP SUPPLIES	0022-0622-00-62645	PCT2 Cutting Oxygen	24.67
A-Line Auto Parts	10666127	<b>REPAIRS OF EQUIP/VEHICLES</b>	0022-0622-00-63300	PCT2 brake parts for white ch	421.94
A-Line Auto Parts	10702226	BATTERIES, TIRES & TUBES	0022-0622-00-63305	Core return credit	-168.00
McCoy's Building Supply	1261443	OFFICE SUPPLIES	0022-0622-00-62600	PCT2 White Board	46.99
Stavinoha Tire Center	127034	BATTERIES, TIRES & TUBES	0022-0622-00-63305	PCT2 Battery	198.93
Stavinoha Tire Center	127070	BATTERIES, TIRES & TUBES	0022-0622-00-63305	PCT2 Battery	295.82
Prihoda Gravel Co.	15543	R&B MATERIALS	0022-0622-00-62680	PCT2 888 yards of pit run grav	10,434.00
M-G Farm Service Center	20769	SHOP SUPPLIE5	0022-0622-00-62645	PCT2 Replacement keys and c	61.88
Cintas Corporation	4207353355	UNIFORMS	0022-0622-00-62100	PCT2 uniforms	137.25
Cintas Corporation	4207353355	SHOP SUPPLIES	0022-0622-00-62645	PCT2 shop supplies	6.52
E. J. Seifert Oil	71869	FUEL & LUBRICANTS	0022-0622-00-62671	PCT2 Fuel DEF	120.00
DSS Driving Safety Services, LL	24-1493540	CDL DRUG TESTING	0022-0622-00-66515	Random Drug & Alcohol Testi	200.00
Unifirst Holdings Inc.	2680074411	UNIFORMS	0022-0622-00-62100	PCT4 Uniforms	66.02
Stavinoha Tire Center	126762	REPAIRS OF EQUIP/VEHICLES	0022-0622-00-63300	PCT2 oil filters	69.80
Amazon Capital Services	136R-NXPQ-PPVP	REPAIRS OF EQUIP/VEHICLES	0022-0622-00-63300	PCT2 Vehicle light & mount	44.98
Bernardo Trucking Company	17350	R&B MATERIALS	0022-0622-00-62680	PCT2 8 loads of white limesto	5,374.25
Wick Western Auto LLC	5080	REPAIRS OF EQUIP/VEHICLES	0022-0622-00-63300	PCT2 wire supplies for truck li	45.75
E. J. Seifert Oil	71540	FUEL & LUBRICANTS	0022-0622-00-62671	PCT2 gun grease	47.50
Amazon Capital Services	1YFH-LTTN-HN9X	SAFETY/FIRST AID SUPPLIES	0022-0622-00-62611	PCT2 Emergency lights for veh	153.64
			0011 0012 00 01011	Department 0622 - PCT #2 Total:	18,220.79
				Fund 0022 - Road & Bridge Pct 2 Total:	18,220.79
Fund: 0023 - Road & Bridge Po Department: 0623 - PCT #					
DSS Driving Safety Services, LL		CDL DRUG TESTING	0023-0623-00-66515	Random Drug & Alcohol Testi	165.00
Amazon Capital Services	1QL6-M1QC-3C4N	OFFICE SUPPLIES	0023-0623-00-62600	PCT3 Toilet Tissue & office su	267.25
Colorado County Tax Assessor	LP # 1229243	REPAIRS OF EQUIP/VEHICLES	0023-0623-00-63300	PCT3 1999 Chevy Registration	7.50
Katy Hydraulics, LLC	27288	REPAIRS OF EQUIP/VEHICLES	0023-0623-00-63300	PCT3 Hose Fitting	
AT&T Long Distance	858540623	COMMUNICATIONS EXPENSE	0023-0623-00-61000	PCT3 Long Distance Phone Se	11.10
A-Line Auto Parts	10718949	REPAIRS OF EQUIP/VEHICLES	0023-0623-00-63300	PCT3 Power steering fluid	1.18
Prihoda Gravel Co.	15531	R&B MATERIALS	0023-0623-00-62680	•	62.94
Hometown Hardware	20270	OFFICE SUDDUES	0023-0023-00-02080	PCT3 Pit run gravel	132.00

Prinoda Gravel Co.	15531	
Hometown Hardware	20270	
Unifirst Holdings Inc.	2960100877	
Unifirst Holdings Inc.	2960101830	
Unifirst Holdings Inc.	2960102752	
Colorado Materials, LTD	401490	
Colorado Materials, LTD	401960	
Trafco Industries Inc.	55294	
Alleyton Resource Company L	637645	
Alleyton Resource Company L	637742	
Alleyton Resource Company L	638972	
Texas Disposal Systems, Inc.	8140580	
City of Columbus	816	

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0023-0623-00-62600

0023-0623-00-62100

0023-0623-00-62100

0023-0623-00-62100

0023-0623-00-62680

0023-0623-00-62680

0023-0623-00-62681

0023-0623-00-62680

0023-0623-00-62680

0023-0623-00-62680

0023-0623-00-63000

0023-0623-00-71000

PCT3 Cleaning Supplies

PCT3 Limestone Base

PCT3 Limestone Base

57.93Tons 5/8" Gravel

57.93Tons 5/8" Gravel

57.93Tons 5/8" Gravel

PCT3 Trash Service

PCT3 Burn Ban signs and clam

PCT3 Bulk Water for Road Con

PCT3 Uniforms

PCT3 Uniforms

PCT3 Uniforms

OFFICE SUPPLIES

**R&B MATERIALS** 

**R&B MATERIALS** 

R&B MATERIALS

**R&B MATERIALS** 

R&B MATERIALS

**R&B CONSTRUCTION** 

UNIFORMS

UNIFORMS

UNIFORMS

SIGNS

UTILITIES

14.16

115.02

115.02

115.02

386.50

364.00

1,915.10

2,475.00

1,248.94

166.51

412.50

1,977.75

Packet: APPKT00799;APPKT00797;APPKT00757

# COMMISSIONER'S COURT REGULAR MEETING

# October 15, 2024

Pending Expense Approval Re	port			Packet: APPKT00799;APPKT0079	7;APPKT0075
Vendor Name	Payable Number	Account Name	Account Number	Description (Item)	Amoun
Herrmann International	X101016741.01	REPAIRS OF EQUIP/VEHICLES	0023-0623-00-63300	PCT3 Dump truck repair parts Department 0623 - PCT #3 Total:	562.1 10,514.6
				Fund 0023 - Road & Bridge Pct 3 Total:	10,514.6
Fund: 0024 - Road & Bridge Po	tt 4				
Department: 0624 - PCT #	4				
Mustang Cat	20C289702	REPAIRS OF EQUIP/VEHICLES	0024-0624-00-63300	PCT4 filters, sensor,, o-ring	206.8
Sam's Club/Synchrony Bank	CM0000198	SHOP SUPPLIES	0024-0624-00-62645	PCT4 towels & cups	-82.7
J & W Parts, Inc.	794542	REPAIRS OF EQUIP/VEHICLES	0024-0624-00-63300	PCT4 tire repairs	101.7
J & W Parts, Inc.	795449	<b>REPAIRS OF EQUIP/VEHICLES</b>	0024-0624-00-63300	PCT4 Bearings & gaskets	271.6
J & W Parts, Inc.	795501	REPAIRS OF EQUIP/VEHICLES	0024-0624-00-63300	PCT4 parts	2.2
J & W Parts, Inc.	795613	SHOP SUPPLIES	0024-0624-00-62645	PCT4 tool	4.2
J & W Parts, Inc.	795615	FUEL & LUBRICANTS	0024-0624-00-62671	PCT4 Oil	130.4
J & W Parts, Inc.	795684	REPAIRS OF EQUIP/VEHICLES	0024-0624-00-63300	PCT4 parts	69.4
Apple Lumber	2410-275192	SHOP SUPPLIES	0024-0624-00-62645	PCT4 screws	1.03
Constellation New Energy, Inc.	69285039101	UTILITIES	0024-0624-00-63000	Electricity	106.5
Constellation New Energy, Inc.		UTILITIES	0024-0624-00-63000	Electricity	117.6
Prihoda Gravel Co.	15532	R&B MATERIALS	0024-0624-00-62680	PCT4 Pit Run Gravel	792.0
Unifirst Holdings Inc.	2680075102	UNIFORMS	0024-0624-00-62100	PCT4 Uniforms	70.9
J & W Parts, Inc.	796029	REPAIRS OF EQUIP/VEHICLES	0024-0624-00-63300	PCT4 fuel filter (2)	129.9
J & W Parts, Inc.	796092	REPAIRS OF EQUIP/VEHICLES	0024-0624-00-63300	PCT4 fuel treatment	13.6
AT&T Long Distance	858540623	COMMUNICATIONS EXPENSE	0024-0624-00-61000	PCT 4 long distance	1.5
Darrell Gertson	9.17.24-10.3.24 Reimburseme		0024-0624-00-62000	PCT4 Mileage Reimbursement	877.7
Stryker Sales LLC	INV10646	SHOP SUPPLIES	0024-0624-00-62645	PCT4 Fittings	17.8
Herrmann International	R101003851	SHOP SUPPLIES	0024-0624-00-62645	PCT4 Vehicle Repair	39.1
Herrmann International	R101003851	REPAIRS OF EQUIP/VEHICLES	0024-0624-00-63300	PCT4 Vehicle Repair	1,464.1
	SI133742	REPAIRS OF EQUIP/VEHICLES	0024-0624-00-63300	PCT4 Equip parts	100.6
R.B. Everett & Co., Inc.	2680073680	UNIFORMS	0024-0624-00-63300	PCT4 Uniforms	70.3
Unifirst Holdings Inc.	2680073680	UNIFORMIS	0024-0024-00-02100		4,507.1
				Department 0624 - PCT #4 Total:	
				Fund 0024 - Road & Bridge Pct 4 Total:	4,507.1
Fund: 0031 - Election Services	Contract				
Department: 0610 - 0610 Election Systems & Software, I	CD2103315	ELECTION SUPPLIES	0031-0610-00-62608	Election day ballots	1,817.1
Licetion systems a solution, i	000000		0001 0010 00 02000	Department 0610 - 0610 Total:	1,817.1
			Fund	0031 - Election Services Contract Total:	1,817.1
Fund: 0055 - Law Library					
Department: 0650 - 0650					
Reix Inc.	3095364035	LAW BOOKS	0055-0650-00-62629	Sep 24 online subcriptions	166.3
				Department 0650 - 0650 Total:	166.3
				Fund 0055 - Law Library Total:	166.3
Fund: 0060 - Justice Court Tech	h				
Department: 0615 - 0615					
NetData	ND3-000360	SOFTWARE MAINTENANCE	0060-0615-00-66300	Annual hosted software maint	6,885.0
NetData	1000000	JOL LAWARE INIMIALEINMIACE	0000-0013-00-00300		
				Department 0615 - 0615 Total:	6,885.00
				Fund 0060 - Justice Court Tech Total:	6,885.0
				Grand Total:	414,511.05

Grand Total: 414,511.05

# COMMISSIONER'S COURT REGULAR MEETING

#### October 15, 2024

Pending Expense Approval Report

#### Packet: APPKT00799;APPKT00797;APPKT00757

#### **Report Summary**

Fund Summary	
Fund	Expense Amount
0010 - County Attorney Forfeiture	44.99
0012 - General Fund	258,524.81
0016 - America Rescue Plan	103,499.35
0017 - Colorado County Fairgrounds	6,944.88
0021 - Road & Bridge Pct 1	3,386.03
0022 - Road & Bridge Pct 2	18,220.79
0023 - Road & Bridge Pct 3	10,514.60
0024 - Road & Bridge Pct 4	4,507.12
0031 - Election Services Contract	1,817.16
0055 - Law Library	166.32
0060 - Justice Court Tech	6,885.00
Grand Total:	414,511.05

Account Summary						
Account Number	Account Name	Expense Amount				
0010-0475-00-67115	EQUIPMENT	44.99				
0012-0000-00-24750	<b>GHS - COLLECTIONS FEE</b>	3,303.98				
0012-0000-00-24770	STATE - OMNI/FTA FEES	1,032.00				
0012-0400-00-62400	COPIER USAGE EXPENSE	72.24				
0012-0400-00-62640	SUPPLIES/EQUIPMENT U	55.00				
0012-0401-00-66531	OUTSIDE LEGAL SERVICE	4,983.00				
0012-0403-00-62400	COPIER USAGE EXPENSE	167.37				
0012-0403-00-62640	SUPPLIES/EQUIPMENT U	151.31				
0012-0410-00-61300	PUBLICATIONS	545.00				
0012-0410-00-61600	BONDS	70.00				
0012-0410-00-61700	CONFERENCES/SEMINA	216.96				
0012-0410-00-62600	OFFICE SUPPLIES - ADMI	262.61				
0012-0410-00-62605	VOTING SUPPLIES/PRINT	30.00				
0012-0410-00-63405	MAINTAINING VOTING E	3,631.49				
0012-0410-00-66310	EQUIPMENT & SOFTWA	1,587.63				
0012-0426-00-60601	COURT REPORTERS	800.80				
0012-0426-00-69030	COURT APPOINTED ATT	600.00				
0012-0428-00-61000	COMMUNICATIONS EXP	4.39				
0012-0428-00-61305	LAW BOOKS/ON-LINE SU	131.34				
0012-0434-00-62664	COURT REPORTERS EXPE	1,054.90				
0012-0435-00-66542	PROF SVCS-NON SPECIFI	400.00				
0012-0435-00-69032	COURT APPOINTED ATT	3,008.94				
0012-0450-00-61700	CONFERENCES/SEMINA	25.00				
0012-0450-00-62400	COPIER USAGE EXPENSE	355.80				
0012-0451-00-44262	JUSTICE OF PEACE PCT. #	637.50				
0012-0451-00-61000	COMMUNICATIONS EXP	6.22				
0012-0451-00-61700	CONFERENCES/SEMINA	330.00				
0012-0452-00-61700	CONFERENCES/SEMINA	330.00				
0012-0452-00-62000	TRAVEL EXPENSES	134.53				
0012-0452-00-62600	OFFICE SUPPLIES	235.26				
0012-0452-00-62640	SUPPLIES/EQUIPMENT U	29.99				
0012-0453-00-61700	CONFERENCES/SEMINA	150.00				
0012-0453-00-62000	TRAVEL EXPENSES	180.00				
0012-0453-00-62640	SUPPLIES/EQUIPMENT U	54.91				
0012-0454-00-62000	TRAVEL EXPENSES	381.94				
0012-0454-00-62640	SUPPLIES/EQUIPMENT U	106.23				
0012-0475-00-63300	REPAIRS OF EQUIP/VEHI	143.93				
0012-0475-00-69012	CO/DIST ATTY OFFICE EX	1,387.49				
0012-0495-00-61700	CONFERENCES/SEMINA	55.00				
0012-0495-00-62640	SUPPLIES/EQUIPMENT U	282.72				
0012-0510-00-62690	MISCELLANEOUS SUPPLI	303.24				
0012-0510-00-63000	UTILITIES	1,347.66				

## COMMISSIONER'S COURT REGULAR MEETING

## October 15, 2024

Pending Expense Approval Report

#### Packet: APPKT00799;APPKT00797;APPKT00757

	Account Summary	
Account Number	Account Name	Expense Amount
0012-0510-00-63100	GROUNDS MAINTENAN	428.00
0012-0510-00-63200	CLEANING SUPPLIES	77.68
0012-0510-00-63210	REPAIRS TO BLDGS	13,852.60
0012-0510-00-63500	REPAIR MATERIALS	69.99
0012-0525-00-61000	COMMUNICATIONS EXP	13.60
0012-0525-00-66500	CONTRACT SERVICES	470.00
0012-0530-00-61000	COMMUNICATIONS EXP	8.62
0012-0530-00-63300	REPAIRS OF EQUIP/VEHI	60.00
0012-0530-00-63400	RADIO REPAIRS & MAIN	45.00
0012-0530-00-70500	EQUIPMENT OVER \$500	87,500.00
0012-0540-20-62640	SUPPLIES/EQUIPMENT U	1,483.18
0012-0540-20-62670	FUEL & OIL	1,886.43
0012-0540-20-64000	SOFTWARE/LICENSE SER	112.27
0012-0540-20-70500	EQUIPMENT OVER \$500	3,929.80
0012-0540-21-62612	AMBULANCE SUPPLIES	12,946.28
0012-0540-24-63300	<b>REPAIRS OF EQUIP/VEHI</b>	3,792.43
0012-0540-25-61000	COMMUNICATIONS EXP	75.00
0012-0540-25-61700	CONFERENCES/SEMINA	652.10
0012-0540-25-62100	UNIFORMS	842.48
0012-0540-25-66515	DRUG & ALCOHOL TESTI	570.00
0012-0540-25-66546	MEDICAL WASTE SERVIC	244.13
0012-0540-25-69022	BILLING SERVICES	1,276.06
0012-0555-00-61000	COMMUNICATIONS EXP	11.11
0012-0555-00-61700	CONFERENCES/SEMINA	100.90
0012-0555-00-66520	FLOODPLAIN CONSULTA	1,600.00
0012-0560-10-62105	EMPLOYEE UNIFORMS	2,516.70
0012-0560-10-62690	MISCELLANEOUS EXPEN	534.19
0012-0560-10-70500	EQUIPMENT OVER \$500	3,812.35
0012-0560-11-62640	SUPPLIES/EQUIPMENT U	543.19
0012-0560-11-62670	FUEL & OIL	2,432.70
0012-0560-11-62690	MISCELLANEOUS EXPEN	150.00
0012-0560-11-63300	<b>REPAIRS OF EQUIP/VEHI</b>	1,749.95
0012-0560-11-63305	BATTERIES, TIRES & TUB	287.45
0012-0560-14-61000	COMMUNICATIONS EXP	126.96
0012-0560-14-64000	SOFTWARE/LICENSE SER	3,960.00
0012-0560-14-66500	CONTRACT IT SERVICES	2,514.98
0012-0565-00-62105	JAILERS UNIFORMS	4,594.80
0012-0565-00-62690	MISCELLANEOUS SUPPLI	584.61
0012-0565-00-63000	UTILITIES	5,267.77
0012-0565-00-63200	CLEANING SUPPLIES	3.083.66
0012-0565-00-63210	JAIL REPAIRS	4,187.23
0012-0565-00-65010	FOOD FOR PRISONERS	4,444.87
0012-0565-00-65020	PRISONER MEDICAL/ME	19,199.78
0012-0565-00-65040	JAIL INMATE UNIFORMS	798.80
0012-0565-00-66515	<b>REQUIRED TESTING &amp; D</b>	99.00
0012-0570-00-65031	DETENTION SERVICES	4,250.00
0012-0580-00-61000	COMMUNICATIONS EXP	5.30
0012-0580-00-62600	OFFICE SUPPLIES	43.22
0012-0585-00-63300	REPAIRS OF EQUIP/VEHI	57.48
0012-0585-00-64000	SOFTWARE/LICENSE SER	1,965.00
0012-0640-00-66400	AUTOPSIES	20,662.00
0012-0645-00-64000	SOFTWARE LICENSE	1,059.00
0012-0645-00-69052	MEDICAL, IHC	5,889.90
0012-0645-00-69054	MEDICINES, IHC	2,424.83
0012-0665-00-61000	COMMUNICATIONS EXP	5.57
0012-0665-00-62640	SUPPLIES/EQUIPMENT U	194.40
0012-0695-00-61405	POSTAGE & BOX RENT	285.58
	I GOTTING OF DOM THEY'R	200.00

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## COMMISSIONER'S COURT REGULAR MEETING

### October 15, 2024

Pending Expense Approval Report

#### Packet: APPKT00799;APPKT00797;APPKT00757

	Account Summary	
Account Number	Account Name	Expense Amount
0012-0695-00-69900	MISCELLANEOUS EXPEN	88.50
0016-0000-00-66500	CONTRACT SERVICES	103,499.35
0017-0170-00-62000	TRAVEL EXPENSES	26.80
0017-0170-00-63000	UTILITIES	5,858.18
0017-0170-00-63410	MAINTENANCE	1,059.90
0021-0621-00-61000	COMMUNICATIONS EXP	60.13
0021-0621-00-62100	UNIFORMS	236.15
0021-0621-00-62671	FUEL & LUBRICANTS	871.60
0021-0621-00-63300	<b>REPAIRS OF EQUIP/VEHI</b>	1,729.08
0021-0621-00-63305	<b>BATTERIES, TIRES &amp; TUB</b>	450.85
0021-0621-00-66515	CDL TESTING	90.00
0021-0621-00-67100	HAND TOOLS & EQUIPM	-51.78
0022-0622-00-62100	UNIFORMS	477.77
0022-0622-00-62600	OFFICE SUPPLIES	46.99
0022-0622-00-62611	SAFETY/FIRST AID SUPPL	153.64
0022-0622-00-62645	SHOP SUPPLIES	173.51
0022-0622-00-62671	FUEL & LUBRICANTS	167.50
0022-0622-00-62680	R&B MATERIALS	15,808.25
0022-0622-00-63300	<b>REPAIRS OF EQUIP/VEHI</b>	794.48
0022-0622-00-63305	BATTERIES, TIRES & TUB	326.75
0022-0622-00-63500	REPAIR MATERIALS	71.90
0022-0622-00-66515	CDL DRUG TESTING	200.00
0023-0623-00-61000	COMMUNICATIONS EXP	1.18
0023-0623-00-62100	UNIFORMS	345.06
0023-0623-00-62600	OFFICE SUPPLIES	281.41
0023-0623-00-62680	R&B MATERIALS	8,135.29
0023-0623-00-62681	SIGNS	364.00
0023-0623-00-63000	UTILITIES	166.51
0023-0623-00-63300	REPAIRS OF EQUIP/VEHI	643.65
0023-0623-00-66515	CDL DRUG TESTING	165.00
0023-0623-00-71000	<b>R&amp;B CONSTRUCTION</b>	412.50
0024-0624-00-61000	COMMUNICATIONS EXP	1.57
0024-0624-00-62000	TRAVEL EXPENSES	877.70
0024-0624-00-62100	UNIFORMS	141.28
0024-0624-00-62645	SHOP SUPPLIES	-20.50
0024-0624-00-62671	FUEL & LUBRICANTS	130.45
0024-0624-00-62680	R&B MATERIALS	792.00
0024-0624-00-63000	UTILITIES	224.17
0024-0624-00-63300	REPAIRS OF EQUIP/VEH!	2,360.45
0031-0610-00-62608	ELECTION SUPPLIES	1,817.16
0055-0650-00-62629	LAW BOOKS	166.32
0060-0615-00-66300	SOFTWARE MAINTENAN	6,885.00
	Grand Total:	414,511.05

#### **Project Account Summary**

Project Account Key		<b>Expense Amount</b>
**None**		311,011.70
JAIL		103,499.35
	Grand Total:	414,511.05

#### COMMISSIONER'S COURT REGULAR MEETING

#### October 15, 2024





COLORADO COUNTY Account Number: XXXX XXXX XXXX 0048

Billing Questions: 800-367-7576 Website: www.cardaccount.net Send Billing Inquiries To: Card Service Center, PO Box 569120, Dallas, TX 75356

INDUSTRY STATE BANK Credit Card Account Statement August 27, 2024 to September 25, 2024

#### SUMMARY OF ACCOUNT ACTIVITY

Previous Balance	\$16,336.94
- Payments	\$16,336.94 ;
- Other Credits	\$1,853.93
+ Purchases	\$10,590.94
+ Cash Advances	\$0.00
+ Fees Charged	\$0.00
+ Interest Charged	\$0.00
= New Balance	\$8,737.01
Account Number	XXXX XXXX XXXX 0048
Credit Limit	\$50,000.00
Available Credit	\$40,841.00
Statement Closing Date	September 25, 2024
Days in Billing Cycle	30

#### PAYMENT INFORMATION

New Balance: Minimum Payment Due: Payment Due Date: \$8,737.01 \$262.12 October 20, 2024

#### MESSAGES

1-2

PROTECT YOURSELF FROM SCAMMERS!

We will never call, text, or email and ask you for your personal informationSome scammers will call and pretend to be from the Card Service Center. We will never call or text you and ask for sensitive information such as account or card number information, passwords or user names, or social security numbers. Please DO NOT give out that information.

If you feel pressured or concerned about a phone call, please hang up and call us at 800-367-7576 (the phone number located on the back of your credit card). Our Card Service Center team is always glad to check and can verify the information.

Die	ease see reverse side of page 1 for	immediant information		
1716 5762 0891 BINI 001 7 17 240925 0		1556 VB5 01AB5762		
INDUSTRY STATE BANK 1550 n Brown RD 150 Lawrenceville ga 30043	Card Service Center	New Ba		XXXX XXXX 0048 \$8,737.01 \$262.12
Please use enclosed envelope to remit payment.		Payme	nt Due Date:	October 20, 2024
	Amou	nt Enclosed: \$		•
Indicate name or address change on reverse	e side and check here.			
Make Check Payable to:				
		COLORADO C	OUNTY	2456

## COMMISSIONER'S COURT REGULAR MEETING

## October 15, 2024





#### COLORADO COUNTY Account Number: XXXX XXXX XXXX 0048

09/19 0 09/18 0 09/18 0 09/18 0 09/18 0	Date 09/19 09/25 09/25 09/25 08/28 08/29	8543189LP00XV7AQW 5543687LW4PEZ7QBA CHECK-IN 09/15/24 5543687LW4PEZ7QBJ CHECK-IN 09/15/24 5543687LW4PEZ7QBS CHECK-IN 09/15/24 8512071L0S66E1BWG	PAYMENT - THANK YOU TOTAL XXXXXXXXXXX0048 \$16,336.94- TEXAS A AND M HOTEL AN COLLEGE ST CREDIT FOLIO #5860919044 TEXAS A AND M HOTEL AN COLLEGE ST CREDIT FOLIO #5860919044 TEXAS A AND M HOTEL AN COLLEGE ST CREDIT	<b>\$16,336.94</b> - \$603.38-
09/18 09/18 08/26	09/25 09/25 08/28	CHECK-IN 09/15/24 5543687LW4PEZ7QBJ CHECK-IN 09/15/24 5543687LW4PEZ7QBS CHECK-IN 09/15/24	TEXAS A AND M HOTEL AN COLLEGE ST CREDIT FOLIO #5860919044 TEXAS A AND M HOTEL AN COLLEGE ST CREDIT FOLIO #5860919044	\$603.38-
09/18 09/18 08/26	09/25 09/25 08/28	CHECK-IN 09/15/24 5543687LW4PEZ7QBJ CHECK-IN 09/15/24 5543687LW4PEZ7QBS CHECK-IN 09/15/24	TEXAS A AND M HOTEL AN COLLEGE ST CREDIT FOLIO #5860919044 TEXAS A AND M HOTEL AN COLLEGE ST CREDIT FOLIO #5860919044	\$603.38-
09/18 09/18 08/26	09/25 09/25 08/28	CHECK-IN 09/15/24 5543687LW4PEZ7QBJ CHECK-IN 09/15/24 5543687LW4PEZ7QBS CHECK-IN 09/15/24	FOLIO #5860919044 TEXAS A AND M HOTEL AN COLLEGE ST CREDIT FOLIO #5860919044	4000.00
09/18 08/26	09/25 08/28	5543687LW4PEZ7QBJ CHECK-IN 09/15/24 5543687LW4PEZ7QBS CHECK-IN 09/15/24	TEXAS A AND M HOTEL AN COLLEGE ST CREDIT FOLIO #5860919044	
09/18 08/26	09/25 08/28	CHECK-IN 09/15/24 5543687LW4PEZ7QBS CHECK-IN 09/15/24	FOLIO #5860919044	\$603.38-
08/26	08/28	5543687LW4PEZ7QBS CHECK-IN 09/15/24		
				\$603.38-
		8512071L0S66E1BWG	FOLIO #5860919044	
08/28 (	08/29	SOLED I LOODE IDVIG	EVERYTHING2GO.COM LLC 800-4600858 WI	\$600.00
		8230509L20003RMS5	ULTRA BRIGHT LI HAUPPAUGE NY	\$329.99
			JOYCE GUTHMANN	
			TOTAL XXXXXXXXXXX0055 \$880.15-	
09/20	09/22	5550629LT2T1GRMA8	MOODY GARDENS HOTEL GALVESTON TX CREDIT	\$19.65-
		CHECK-IN 09/20/24	FOLIO #0000413175	
08/28	08/29	8230509L100147QEY	NNA SERVICES LLC CHATSWORTH CA	\$350.46
08/27 (	08/30	5550629L2246D1BGW	PENGAD INC BAYONNE NJ	\$42.95 V
09/15 (	09/17	5550629LL2LAAR76P	MOODY GARDENS HOTEL GALVESTON TX	\$150.65
		CHECK-IN 09/18/24	FOLIO #00192990	
09/15 (	09/17	5550629LL2LAAR912	MOODY GARDENS HOTEL GALVESTON TX	\$150.65
		CHECK-IN 09/18/24	FOLIO #00192989	
			JAY JOHANNES V	
			TOTAL XXXXXXXXXXX0097 \$675.06	
09/05	09/06	0543684LABLKKQG08	WAL-MART #503 COLUMBUS TX	\$92.73∨
09/19 (	09/20	0541601LP43A4XTMK	WAL-MART #0503 COLUMBUS TX	\$23.95
			JOSHUA GUTHMANN	
			TOTAL XXXXXXXXXXXX0121 \$116.68	
09/10 (	09/11	5548872LF0DXYPHX3	TEXAS COMM FIRE PROT AUSTIN TX ,	\$61.61
09/10 0	09/11	0040072LFUDATERA3		\$01.07V
			CHARLES ROGERS √	
			TOTAL XXXXXXXXXXX0139 \$61.61	
09/07 (	09/08	0543684LQBLL5ZVV0	WAL-MART #503 COLUMBUS TX	\$29.36
	09/09	57540241_QLP9PP15Q	ADOBE *ADOBE 4085366000 CA	\$21.64
	09/15	0543684LJBLKW8NYY	WAL-MART #503 COLUMBUS TX	\$142.88
09/17 (	09/18	5543687LN4PEMEBJH	TEXAS A AND M HOTEL AN COLLEGE STATI TX	\$195.62
09/22 (	09/23	CHECK-IN 09/16/24 5548382LV0249W3F4	FOLIO #5840918042 WAL-MART #0503 COLUMBUS TX	\$25.95
03/22 (	09/20	JJ40302LVU249VVJF4	MICHAEL FURRH	\$20.90
			TOTAL XXXXXXXXXXXXXX147 \$415.45	
09/03 0	09/04	5543286L75Z9F23DX	IN *SHERIFF'S ASSOCIAT 512-4455888 TX	\$25.00
	09/04	5543286L75Z9F23E5	IN *SHERIFF'S ASSOCIAT 512-4455888 TX	\$25.00
	09/08	8230196LAS66QWB12	SHERIFFS ASSOCIATION O 512-4455888 TX	\$450.00
09/06 0	09/08	8230196LBS66QY8QP	SHERIFFS ASSOCIATION O 512-4455888 TX	\$150.00
			R H WIED	
			TOTAL XXXXXXXXXXXX0170 \$650.00	
09/13 0	09/15	0514048LJ3FRQP4BZ	GRAB N GO 2 GARWOOD TX	\$26.48
			NATHAN ZWAHR	
			TOTAL XXXXXXXXXXXX0196 \$26.48	

1-2

## COMMISSIONER'S COURT REGULAR MEETING

## October 15, 2024

X	Card Service Center	

#### COLORADO COUNTY Account Number: XXXX XXXX XXXX 0048

Amount		Reference Munuel	Post Date	Tran Date
\$82.38 -			09/08	09/06
\$37.66	TX	5530876LJ2JG9L2EF	09/15	09/13
\$77.68		0543684LTBLLRR1J2	09/22	09/20
0	\$197.72			
\$142.74		5548382L501R8L2R4	09/02	08/31
\$14.41	/	0543684LGBLKKH1JH	09/12	09/11
	, 			
	\$157.15			
\$6.68		0514048KZMHDXADHP	08/27	08/26
\$20.92~		0543684L9BLKKK52Z	09/05	09/04
\$19.75 <sub>V</sub>		0514048LAMHEAW70X	09/08	09/06
\$17.50		0514048LMMHDYKYJY	09/18	09/17
\$10.74		5548382LN02094QA8	09/18	)9/17
\$19.88		0541601LV43A4BWGM	09/24	09/23
\$30.74 %		0541601LW43A4MM8N	09/25	09/24
	\$126.21			
\$33.30		0543684LGBLKKH1M5	09/12	09/11
\$56.01	ТХ	0514048LMLM7MW77T	09/18	9/16
	\$89.31			
\$11.75		7530637L3516T3WBZ	08/31	08/29
\$44.78	TX	5530876LS2TYARGZK	09/23	09/21
	\$56.53			
\$170.27		5548382LW0256FNR0	09/24	09/23
	/			
	\$170.27			
\$20.00		0514048LG3FRQYTS7	09/13	09/11
\$30.00		0514048LG3FRQYTTZ	09/13	09/11
	\$50.00			
\$45.34	IS TX	5530876LH2HGY75TY	09/15	09/12
	\$45.34			
\$70.00	,	8517748L1WGR3T2X9	08/29	08/28
			00120	
	\$70.00			
\$23.32		5554650LB2BP0MTMW	09/08	09/06
	/			
	\$23.32			
tions continued on next page				

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### **COMMISSIONER'S COURT REGULAR MEETING**

### October 15, 2024



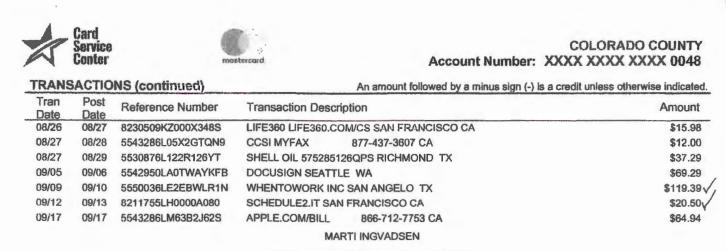


#### COLORADO COUNTY Account Number: XXXX XXXX XXXX 0048

ran	Post	Reference Number	Transaction Description	Amount
) <u>ate</u> 9/03	Date 09/04	8230509L7000YLQQY	NINJAONE, LLC OLDSMAR FL	\$358.06 (
9/04	09/05	8550039L8S66G6KEJ	TAGITM 512-2204295 TX	\$175.00
9/10	09/11	1527021LE01RVMWF2	STARLINK INTERNET 3106829683 CA	\$120.00
9/20	09/22	8230509LR00183XGF	ZOOM.US 888-799-9666 SAN JOSE CA	\$194.97
UILU	00122	02000002100100201	CHARLES SCHNEIDER	ψ134.01
			TOTAL XXXXXXXXXXXX0410 \$848.03	
8/27	08/28	0543684L1BLJLXD5T	WM SUPERCENTER #5246 WHARTON TX	\$88.80
8/28	08/29	5548382L201MYK8YM	WAL-MART #0846 LAGRANGE TX	\$28.54
8/28	08/30	5544641L20GR3MGDT	SUNSOURCE ADDISON IL	\$2,973.87
9/16	09/17	5270487LM1LPWNWTV	BATTERIES PLUS - #0468 KATY TX	\$100.55
9/23	09/24	0531461LWEHVA1141	KYRISH TRUCK CENTER OF HOUSTON TX	\$33.02
9/23	09/24	0531461LWEHVA119P	KYRISH TRUCK CENTER OF HOUSTON TX	\$487.31
			DARRELL GERTSON	t
			TOTAL XXXXXXXXXXX0428 \$3,712.09	
8/26	08/27	5270828KZ092EGFK2	MCCOYS #12 WEIMAR TX CREDIT	\$24.14-1/
B/26	08/27	5270828KZ092EGFKA	MCCOYS #12 WEIMAR TX	\$129.19
8/26	08/27	5270828KZ092EGFKW	MCCOYS #12 WEIMAR TX	\$210.00
8/28	08/28	8230509L1000FMKA3	ACCESS TRUCK PARTS PHOENIX AZ	\$332.44 V
9/11	09/12	5270828LF0B1QMKYX	MCCOYS #12 WEIMAR TX	\$60.18
			RYAN BRANDT	
			TOTAL XXXXXXXXXXX0501 \$707.67	
8/27	08/28	1527021L0003DA2J8	EBAY 0*26-11978-23041 SAN JOSE CA	\$67.21 🗸
			KEITH NEUENDORFF	
			TOTAL XXXXXXXXXXX0519 \$67.21/	
9/23	09/25	5530876LW2VNA38HN	SHELL OIL 575408298QPS COLUMBUS TX	\$29.33
			REBECKA LACOURSE /	
			TOTAL XXXXXXXXXXX0543 \$29.33	
9/04	09/05	5550080L829J60MYT	J & W PARTS EAGLE LAKE TX	\$584.99
9/04	09/05	2220090F95879700W11		\$004.99
			LYNN BRADEN	
2/0.4	00/05	CO704071 0401/000//0	TOTAL XXXXXXXXXXX0592 \$584.99	\$27.96
9/04	09/05	5270487L91DV0P8K2	FIRST CLASS UNIFORM IN CHATSWORTH CA	
9/09		0543684LEHESYYGTQ	GOLDEN CORRAL 0629 GALVESTON TX	\$36.55
9/09	09/10	5270763LE2EHXWT8M	POPEYES 3256 GALVESTON TX	\$30.94
9/11	09/12	5543286LG61P9JHAB	SQ VIET CAJUN GALVESTON TX	\$63.42./ \$15.47
9/11	09/12	0543684LGEHS9E6Q0	WENDY'S GALVESTON TX	\$46.00
9/12 9/20	09/13	5563995LH02MWGYHR	EXXON SEAWALL EXXON GALVESTON TX	\$107.01
9/20 9/23	09/22	0543684LTBLLRR1LM	WM SUPERCENTER #1042 BASTROP TX	\$107.012
9123	09/24	0543684LWBLLKPKFT	WAL-MART #503 COLUMBUS TX CHRIS VANICEK	\$10.70 V
			TOTAL XXXXXXXXXXXX0600 \$338.05	
9/05	09/06	0230537LA00KTZNWE	TRACTOR SUPPLY COMPANY COLUMBUS TX	\$29.99 🗸
9/10	09/11	5531020LF1HAWXHGF	COLUMBUS ACE HARDWARE COLUMBUS TX	\$18.36
9/11	09/12	0541601LF43A4WR8R	WAL-MART #0503 COLUMBUS TX	\$10.92
			NATHANIAL GRACE	

## COMMISSIONER'S COURT REGULAR MEETING

#### October 15, 2024



TOTAL XXXXXXXXXXX0007 \$339.39

#### INTEREST CHARGE CALCULATION

Your Annual Percentage Rate (APR) is the annual interest rate on your account

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Days in Billing Cycle	Interest Charge
Purchases	19.49% (v)	\$0.00	30	\$0.00
Cash Advances	19.49% (v)	\$0.00	30	\$0.00

(v) - variable

1.

To avoid additional interest charges, pay your New Balance in full on or before the Payment Due Date.

Exciting news! Go online today and check out the all-new enhancements to the Card Service Center website. E-statements, additional payment options, links to Preferred Points website, and other helpful sites. Visit us today at www.cardaccount.net to enroll your credit card account(s) on the newly enhanced website.

Thank you for the opportunity to serve your credit card needs. Should your future plans include travel, please contact us at 1-800-367-7576.

## COMMISSIONER'S COURT REGULAR MEETING

October 15, 2024

## Colorado County Addl AP Listing for 10.15.24 Court

Vendor	Department	Description	Amount
Brushy Creek	PCT 2	New shop roof	12,267.28
Gulf Coast Paper	Courthouse	Cleaning Supplies	257.83
Gulf Coast Paper	Fairgrounds	Soap	80.82
Gulf Coast Paper	Courthouse	<b>Cleaning Supplies</b>	81.74
Gulf Coast Paper	Courthouse	<b>Cleaning Supplies</b>	105.98
GFL	JP 4	Trash Service	39.09
Amazon	Jail	Credit Memo	(59.18)
Amazon	Sheriff	Office Supplies	47.82
Johnny's Sport Shop	Sheriff	Cadet Ammo	170.00
A1 Shiner Fire	Jail	<b>Smoke Detectors</b>	639.80
ICS Jail Supplies	Jail	Jail Supplies	640.00
ICS Jail Supplies	Jail	Jail Supplies	170.00
ICS Jail Supplies	Jail	Jail Supplies	111.60
TEEX	Jail	School	312.00
TAC	Commissioners	Insurance	1,000.00
Henneke Funeral Home	<b>Contract Services</b>	<b>Remove &amp; Transport</b>	1,145.00
Henneke Funeral Home	<b>Contract Services</b>	<b>Remove &amp; Transport</b>	114500
Great America	Treasurer	Copy Machine Lease	142.00
Northern Tool	PCT 4	Tire Spoon	32.99
NetCentric	Elections	Remediation	3,930.00
WC Tractor	Airport	Parts	299.12
Bound Tree	EMS	Ambulance Supplies	6.18
Bound Tree	EMS	Ambulance Supplies	352.25
Bound Tree	EMS	Ambulance Supplies	403.32
Bound Tree	EMS	Ambulance Supplies	219.48
Tri County Petroleum	EMS	Fuel	2,910.85
			25,305.97

### PENDING APPROVAL

Live Oak Home Center

Sheriff

**Bldg Repairs** 

58,587.75

## COMMISSIONER'S COURT REGULAR MEETING

October 15, 2024

## Colorado County Addl AP Listing (2) for 10.15.24 Court

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Vendor	Department	Description	Amount
ComData	Various	Fuel	2,740.13
Amazon	EMS	Laptop Charger	25.25
Unifirst	PCT 4	Uniforms	72.35
Impact Promotional	EMS	Uniforms	464.78
Impact Promotional	EMS	Uniforms	17.51
Tyler	District Clerk	Software	21,875.00
John Deere	PCT 3	Equip Repair	153.00
Amazon	EMS	Credit Memo	(199.99)
Apple Lumbuer	PCT 4	Shop Equip	73.99
Apple Lumbuer	PCT4	Parts	20.98
Parks Coffee	Cty Atty	Coffee Service	23.23
O'Reilly	PCT 4	Parts	18.99
O'Reilly	PCT 1	Parts	272.28
Zoll	EMS	Equip Pmt	8,972.40
Office Depot	Cty Atty	Office Supplies	75.95
Office Depot	Cty Atty	Office Supplies	209.25
Office Depot	Cty Atty	Office Supplies	88.79
Office Depot	Cty Atty	Office Supplies	35.28
Office Depot	Cty Atty	Office Supplies	29.39
Southern Health Partners	Jail	Nursing Hours	1,286.78
Henneke Funeral Home	<b>Contract Services</b>	Remove & Transport	1,620.00
Henneke Funeral Home	<b>Contract Services</b>	<b>Remove &amp; Transport</b>	1,145.00
			39,020.34

#### **COMMISSIONER'S COURT REGULAR MEETING**

October 15, 2024



Preceinct 1

**Commissioner Doug Wessels** 

## H & C Construction

INVOICE

 1566 FM 966
 Company Inc.

 P. O. Box 92
 Invoice Date:
 October 14, 2024

 Shiner, TX 77984
 Invoice Date:
 October 14, 2024

 Phone: (361)594-3524 Fax: (361)594-4274
 Invoice #:
 202251

Colorado County Pct. 1 P O Box 129 Rock Island, TX 77470

AMOUNT Various Streets Rock Island Texas Furnish & Apply AC5 31,199 gallons 4.73 147,571.27 Spread Rock 1,040 cubic yards 0.01 10.40 SUBTOTAL 147,581.67 \$ TAX RATE 0.00% SALES TAX OTHER 147,581.67 TOTAL \$

Make all checks payable to H & C Construction Company Inc.

Total due upon receipt. Overdue accounts subject to a service charge of 1% per month.

THANK YOU FOR YOUR BUSINESS!

#### COMMISSIONER'S COURT REGULAR MEETING

October 15, 2024



Preceinct 3

Commissioner Keith Neuendorff

## H & C Construction

INVOICE

 1566 FM 966
 Company Inc.

 P. O. Box 92
 Invoice Date:
 October 14, 2024

 Shiner, TX 77984
 Invoice Date:
 October 14, 2024

 Phone: (361)594-3524 Fax: (361)594-4274
 Invoice #:
 202351

Colorado County Pct. 3 1501 FM 109 New Ulm, TX 78950

AMOUNT 4,532 gallons Zimmerscheidt Road (Double) 533 gallons Dungens Mill Road Dr Neal Road 3,012 gallons 3,470 gallons Church Lane **Piper League** 3,381 gallons Warschak Schuette Road 5,777 gallons Old New Ulm Road 5,989 gallons Schuette Road 2,081 gallons 4.73 136,105.75 Furnish & Apply AC5 28,775 gallons 0.01 9.60 Spread Rock 960 cubic yards SUBTOTAL 136,115.35 \$ TAX RATE 2.00% SALES TAX OTHER 136,115.35 TOTAL \$

Make all checks payable to H & C Construction Company Inc.

Total due upon receipt. Overdue accounts subject to a service charge of 1% per month.

THANK YOU FOR YOUR BUSINESS!

## COMMISSIONER'S COURT REGULAR MEETING

October 15, 2024

Estimate

ESTIMATE



1065

Estimate

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1404 Walnut St

+19799423299

Live Oak Home Center

Columbus, TX 78934 USA

sales@liveoakhomecenter.com www.liveoakhomecenter.com

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ADDRESS

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AUDRESS	DATE EXPIRATION DATE		1065				
Colorado Coun			08/30/2024 09/13/2024				
Colorado Coun							
2215 Walnut St							
Columbus, Tx	78943						
DATE		ACTIVITY	DESCRIPTION	QTY	RA	TE	AMOUNT
		Sales	Demo-existing tile- men/women/utility/front lobby bathrooms Removal-disposal grind down approx. 650 sq ft Removal countertops/bathroom petitions/lockers	1	9,820	.00	9,820.00
		Sales	repair floor drain mens restroom/cut concrete/reset drain to proper elevation	1	2,480	.00	2,480.00
		Sales	12x24 porcelain tile/installed	650	11	.50	7,475.00
		Sales	Plumbing-New Toilets, urinals, manual flush valves all bathrooms	1	14,195	00	14,195.00
		Sales	Paint/Sheetrock repair	1	4,160	00	4,160.00
		Sales	New Solid Surface vanity tops with 4" backsplash/new undermount sinks/new fixtures	1	4,180	00	4,180.00
		Sales	New bathroom partitions/stainless Installed	1	15,607	.00	15,607.00
		Sales	Install Metal Door in Interview Room- remove current window, saw cut cinder block wall, re-frame jamb with metal, mortar and fill, sheetrock patching, paint		14,850	00	14,850.00
		Sales	Install 4 parking bollards in front of main entrance-core cut sidewalk-set metal post-patch concrete	1	5,350.	00	5,350.00
			SUBTOTAL				78,117.00

SUBTOTAL

TAX

0.00

## COMMISSIONER'S COURT REGULAR MEETING

October 15, 2024

### Live Oak Home Center

1404 Walnut St Columbus, TX 78934 USA +19799423299 sales@liveoakhomecenter.com www.liveoakhomecenter.com



0.00

## INVOICE

BILL TO Colorado County Sh Colorado County Sh 2215 Walnut St		NEVORCE DARE TERMS OUE DARE	DA/S 10/01/2024 TERMS Net 30		
Columbus, Tx 7894	3				
DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Sales	Demo-existing tile- men/women/utility/front lobby bathrooms Removal-disposal grind down approx. 650 sq ft Removal countertops/bathroom petitions/lockers	0.75	9,820.00	7,365.00
	Sales	repair floor drain mens restroom/cut concrete/reset drain to proper elevation	0.75	2,480.00	1,860.00
	Sales	12x24 porcelain tile/install ed	487.50	11.50	5,606.25
	Sales	Plumbing-New Toilets, urinals, manual flush valves all bathrooms	0.75	14,195.00	10,646.25
	Sales	Paint/Sheetrock repair	0.75	4,160.00	3,120.00
	Sales	New Solid Surface vanity tops with 4" backsplash/new undermount sinks/new fixtures	0.75	4,180.00	3,135.00
	Sales	New bathroom partitions/stainless Installed	0.75	15,607.00	11,705.25
	Sales	Install Metal Door in Interview Room- remove current window, saw cut cinder block wall, re-frame jamb with metal, mortar and fill, sheetrock patching, paint	0.75	14,850.00	11,137.50
	Sales	Install 4 parking bollards in front of main entrance-core cut sidewalk-set metal post-patch concrete	0.75	5,350.00	4,012.50
1. mer i barbilat att	use i la pluce e sur on chi avei	amb same SUBTOTAL			58,587.75

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### COMMISSIONER'S COURT REGULAR MEETING

October 15, 2024

\_22. 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 announced there are changes in the weather coming, but it is still dry outside. Remember to watch the winds.

Commissioner Brandt announced he finally received the new brush cutter that was ordered in December of 2023. He said it works as advertised and the crew is pleased with it. He also said the roof was replaced on the main shop.

Commissioner Wessels announced that the bridge on County Road 112 is still a few weeks

out and they will begin the construction on Sandy Creek Road soon, but it will not disrupt traffic.

Judge Prause announced the county has received maps on the expansion project of I-10.

Anyone is welcome to view them.

\_23. Commissioners Court Members sign all documents and papers acted upon or approved.

Judge Prause announced it is now time to sign all documents and papers.

\_24. Adjourn.

Motion by Judge Prause to adjourn at 11:10 A.M.; seconded by Commissioner Neuendorff; 5 ayes 0 nays; motion carried; it was so ordered.

An audio recording of this meeting of October 15, 2024 is available in the County Clerk's Office.

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

# MINUTES OF THE COLORADO COUNTY COMMISSIONER'S COURT REGULAR MEETING October 15, 2024

Minutes were taken and prepared by Kimberly Menke, County Clerk on the 15<sup>th</sup> day of October 2024 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 15<sup>h</sup> day of October 2024.

Given under my hand and official seal of office this date October 15, 2024.

Jense

