

TYLER COUNTY COMMISSIONERS COURT
REGULAR MEETING
March 19, 2015 ---- 8:30 a.m.

THE STATE OF TEXAS ON THIS THE 19th day of March, 2015 the
Commissioners' Court in and for Tyler County, Texas convened in a Regular Meeting at the
Commissioners' Courtroom in Woodville, Texas, the following members of the Court present, to
wit:

JACQUES L. BLANCHETTE	COUNTY JUDGE, Presiding
MARTIN NASH	COMMISSIONER, PCT. #1
RUSTY HUGHES	COMMISSIONER, PCT. #2
MIKE MARSHALL	COMMISSIONER, PCT. #3
DONECE GREGORY	COUNTY CLERK, Ex-Officio

The following were absent: Commissioner Walston thereby constituting a quorum. In addition
to the above were:

JACKIE SKINNER	COUNTY AUDITOR
SUE SUANDERS	COUNTY TREASURER
DALE FREEMAN	CONSTABLE/EMERGENCY MANAGEMENT

Judge Blanchette delivered the invocation and led the pledge to the Texas Flag.

Commissioner Marshall motioned to receive the minutes of March 9, 2015. The motion was
seconded by Commissioner Hughes. All voted yes and none no.

Commissioner Nash motioned to approve the **Line Item Transfer for Road and Bridge Pct.#1
and the Budget Amendment** to move telephone equipment bills from each department into a
line item in the general fund. The long distance charges will still be paid from each department.
Commissioner Marshall seconded the motion. All voted yes and none no. SEE ATTACHED

A motion was made by **Commissioner Marshall** and seconded by **Commissioner Hughes** to
approve **paying the bills**. All voted yes and none no. SEE ATTACHED

Judge Blanchette reported the court had previously considered, in executive session, a piece of
property on Veterans' Way. It was the desire of the court to have Dale Freeman to present the
offer to the owner based upon the survey and the market value appraisal. **Judge Blanchette**
motioned to extend an offer to purchase **property adjacent to the nutrition center** through the
court's representative, Dale Freeman. The motion was seconded by **Commissioner Nash**. All
voted yes and none no.

A motion was made by **Judge Blanchette** to approve Jacob Spivey as the **Tyler County
Agrilife Extension Agent**, previously presented as a candidate for the Ag Agent position on
March 9th, 2015, being the start date as approved. Mr. Spivey will begin on the county's payroll
after the 30 day training window from the March 9th meeting. **Commissioner Nash** seconded
the motion. All voted yes and none no.

No action was taken on item F: Correction of road mileage on CR 2512 from -44 to .70

Commissioner Hughes motioned to authorize **advertisement for bids to sell computer and
office equipment** as requested by the County Auditor. The motion was seconded by
Commissioner Marshall. All voted yes and none no. SEE ATTACHED

A motion was made **Commissioner Nash** and seconded by **Commissioner Hughes** to authorize
the purchase of a **dump truck** from HGAC for **Precinct #1** with financing through First
National Bank of Wichita Falls. The purchase is approximately \$116,000. Commissioner Nash
will be paying \$57,000 down and financing the remainder for three years. The auditor is waiting
on a corrected invoice that does not include taxes. All voted yes and none no.

Judge Blanchette informed the court that a staff member from the District Attorney's office
called to request that no action be taken on the Resolutions for Violence Against Women Special
Prosecutor and Crime Victims Coordinator grants at this time. No action was taken.

A motion was made by **Commissioner Nash** and seconded by **Commissioner Marshall** to approve the **Data Usage Agreement with Texas Health and Human Service Enterprise**, as requested by the County Clerk. All voted yes and none no. SEE ATTACHED

Huntley Kenesson updated the court of the recent activities of the **Tyler County Historical Commission**: Soliciting ideas and funding for the preservation restoration of the 1891 courthouse with groups through the county, conversing with John Volz, an architect that worked with the county in the past and in touch with Sharon Fleming at the Texas Historical Commission. Also, they are continuing with the historical tour on items and areas in the county. Eleanor Holderman reported the focus of this year's tour was the Neches River- North & South: Early settlers being Alabama Indians in the Peach Tree Village area including the chapel and the Kirby home, Peter Cauble house, Beech Creek Baptist Church and Cemetery being the oldest continuing in the county and place where the first African American minister in the State of Texas was ordained. The Collier store in Heritage Village will end the tour and include a book signing by Dr. Frances Abernathy for "Let the River Run Wild". The ticket sales will provide additional income for the courthouse preservation fund. Judge Blanchette stated they would continue to try to" repair damaged wood, plaster and leaks, being sensitive to depict somewhat of the original or the updated " courthouse.

Presentation of New York Life employee participation was not presented.

Executive session was not held.

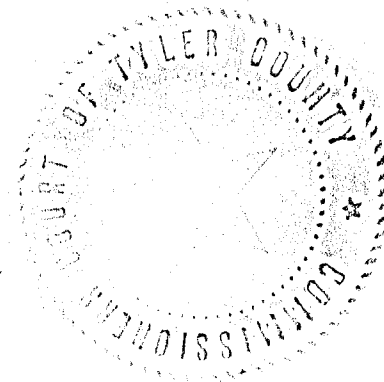
A motion was made by Commissioner Marshall and seconded by Commissioner Nash for the meeting to adjourn. All voted yes and none no.

THERE BEING NO FURTHER BUSINESS, THE MEETING ADJOURNED: 8:58 a.m.

I, Donece Gregory, County Clerk and ex officio member of the Tyler County Commissioners Court, do hereby certify to the fact that the above is a true and correct record of the Tyler County Commissioners Court session held on March 19, 2015.

Witness my hand and seal of office on this the 22nd day of April, 2015.

Attest
Donece Gregory



LINE ITEM TRANSFER-BUDGET AMENDMENT

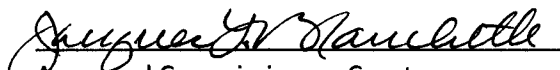
Department & Fund: JAUDITOR

Date: 3/19/2015

Honorable Commissioner's Court of Tyler County

I submit to you for consideration the following:

<u>LINE ITEM</u>	<u>LINE ITEM NUMBER</u>	<u>BUDGET</u>	<u>AMENDED</u>	<u>INCREASE (DECREASE)</u>	<u>REVENUE</u>
Telephone	010-401-42519	\$2,528.03	\$0.00	(\$2,528.03)	
Telephone	010-402-42500	\$5,458.01	\$518.01	(\$4,940.00)	
Telephone	010-405-42500	\$2,801.34	\$429.34	(\$2,372.00)	
Telephone	010-407-42500	\$2,129.63	\$0.00	(\$2,129.63)	
Telephone	010-409-42500	\$815.89	\$0.00	(\$815.89)	
Telephone	010-411-42500	\$1,833.77	\$0.00	(\$1,833.77)	
Telephone	010-419-42500	\$6,061.23	\$0.00	(\$6,061.23)	
Telephone	010-420-42500	\$5,348.39	\$0.00	(\$5,348.39)	
Telephone	010-421-42500	\$1,333.31	\$0.00	(\$1,333.31)	
Telephone	010-422-42500	\$2,868.50	\$639.50	(\$2,229.00)	
Telephone	010-423-42500	\$965.89	\$0.00	(\$965.89)	
Telephone	010-426-42500	\$35,316.36	\$26,299.36	(\$9,017.00)	
Telephone	010-430-42500	\$2,214.12	\$0.00	(\$2,214.12)	
Telephone	010-439-42500	\$1,691.38	\$0.00	(\$1,691.38)	
Telephone	010-430-42502	\$460.70	\$0.00	(\$460.70)	
Telephone	010-430-42503	\$1,091.38	\$0.00	(\$1,091.38)	
Telephone	010-401-42500	\$0.00	\$45,031.72	\$45,031.72	
					\$0.00


Approved Commissioners Court


Jackie Skinner, County Auditor


Attest County Clerk

LINE ITEM TRANSFER-BUDGET AMENDMENT

Department & Fund: Road & Bridge I/Fund 21

Date: Thursday, March 19, 2015


Honorable Commissioners' Court of Tyler County

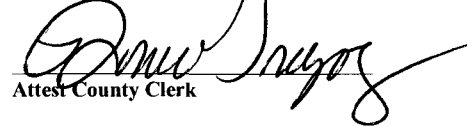
I submit to you for consideration the following:

<u>LINE ITEM</u>	<u>LINE ITEM NUMBER</u>	<u>BUDGET</u>	<u>AMENDED</u>	<u>INCREASE (DECREASE)</u>	<u>REVENUE</u>
Sale of Equipment	021-3982	\$ -	\$ (57,790.31)	\$ (57,790.31)	
Miscellaneous Supplies	021-000-42998	\$ 3,000.00	\$ 10,930.31	\$ 7,930.31	
Purchase of Equipment	021-000-43200	\$ 25,000.00	\$ 75,000.00	\$ 50,000.00	

\$ -

Reason: Invalid assumptions underlying budget estimates of receipts and disbursements.


Suzanne G. Stanchetta
Approved Commissioners Court


Attest County Clerk


Martin Nash, Commissioner Pct. 1

Mary



Accounts Payable and Monthly Allowance

Feb. 20 – March 20, 2015



Tyler County, TX

Check Register By Fund

Payable Dates 2/20/2015 - 3/20/2015

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Fund: 010 - GENERAL FUND							
CYPHER TECHNOLOGIES	115276	02/20/2015	COUNTY OFFICES	010-440-42101		02/20/2015	89.98
CYPHER TECHNOLOGIES	115276	02/20/2015	INV.#0001836/COUNTY OFFI	010-440-42353		02/20/2015	360.00
SAGE TELECOM	115306	02/20/2015	000029477181001/JP.4	010-414-42500		02/20/2015	60.39
MANN, ROBERT H. ATTY.	115316	02/20/2015	CAUSE 02-173JC	010-415-42634		02/20/2015	100.00
MANN, ROBERT H. ATTY.	115316	02/20/2015	CAUSE NO.02-466JC	010-415-42634		02/20/2015	100.00
MANN, ROBERT H. ATTY.	115316	02/20/2015	CAUSE NO.05-0139JC	010-415-42634		02/20/2015	200.00
MANN, ROBERT H. ATTY.	115316	02/20/2015	CAUSE NO.05-140JC	010-415-42634		02/20/2015	100.00
JONES, CHERYL C.	115289	02/20/2015	PETIT JUROR/1/28/15	010-415-42700		02/20/2015	6.00
COPEES, CARRINGTON RESHA	115273	02/20/2015	PETIT JUROR/1/28/15	010-415-42700		02/20/2015	6.00
CRIME VICTIMS COMPENSAT	115275	02/20/2015	PETIT JUROR/1-28-15	010-415-42700		02/20/2015	24.00
TYLER COUNTY CHILD WELF	115310	02/20/2015	PETIT JUROR/1/28/15	010-415-42700		02/20/2015	96.00
KING, STEVEN DWAIN	115292	02/20/2015	PETIT JUROR/1/28/15	010-415-42700		02/20/2015	6.00
CORMICLE, DONNA KING	115274	02/20/2015	PETIT JUROR/1/28/15	010-415-42700		02/20/2015	6.00
GOODE, JOE OLIVER	115282	02/20/2015	PETIT JUROR/1/28/15	010-415-42700		02/20/2015	6.00
BUTCHER, JAMES ROBERT	115270	02/20/2015	PETIT JUROR/1/28/15JRB	010-415-42700		02/20/2015	6.00
SHANKLE, KENNETH ADAM	115307	02/20/2015	PETIT JUROR/1/28/15	010-415-42700		02/20/2015	6.00
REID, KRISTOPHER ERIK	115303	02/20/2015	PETIT JUROR/1/28/15	010-415-42700		02/20/2015	6.00
KELLY, LYNELLE FAITH	115291	02/20/2015	PETIT JUROR;/1/28/15	010-415-42700		02/20/2015	6.00
HUDSON, PAULINE SUSAN	115286	02/20/2015	PETIT JUROR	010-415-42700		02/20/2015	6.00
MALOY, WILLIE TWINE	115296	02/20/2015	PETIT JUROR	010-415-42700		02/20/2015	6.00
RISINGER, JAMES MICHAEL A	115304	02/20/2015	CAUSE NO.11,379JDM	010-408-42634		02/20/2015	400.00
BYTHEWOOD LEGAL SERVICE	115271	02/20/2015	CASUSE NO.11,661JK	010-408-42634		02/20/2015	400.00
WHISENHANT, LINDSEY, ATT	115314	02/20/2015	CAUSE NO.11556,11597,115	010-408-42634		02/20/2015	800.00
LEWIS JR., MARVIN	115293	02/20/2015	CAUSE NO.12402TG	010-408-42634		02/20/2015	1,200.00
MANN, ROBERT H. ATTY.	115297	02/20/2015	CAUSE NO.13-0062MCD	010-415-42634		02/20/2015	3,290.00
MCCLURE, JOSH	115298	02/20/2015	INV.#131094/COJUD	010-401-42178		02/20/2015	1,098.00
BYTHEWOOD LEGAL SERVICE	115271	02/20/2015	CPS/22,797	010-408-42637		02/20/2015	112.50
BYTHEWOOD LEGAL SERVICE	115271	02/20/2015	CPS/23,447	010-408-42637		02/20/2015	1,200.00
BYTHEWOOD LEGAL SERVICE	115271	02/20/2015	CPS/23,350	010-408-42637		02/20/2015	206.25
BYTHEWOOD LEGAL SERVICE	115271	02/20/2015	CPS/23,299	010-408-42637		02/20/2015	675.00
BYTHEWOOD LEGAL SERVICE	115271	02/20/2015	CPS/23,207	010-408-42637		02/20/2015	112.50
BYTHEWOOD LEGAL SERVICE	115271	02/20/2015	CPS/23,434	010-408-42637		02/20/2015	243.75
BYTHEWOOD LEGAL SERVICE	115271	02/20/2015	CPS/23,295	010-408-42637		02/20/2015	112.50
BYTHEWOOD LEGAL SERVICE	115271	02/20/2015	CPS/23,551	010-408-42637		02/20/2015	600.00
BYTHEWOOD LEGAL SERVICE	115271	02/20/2015	CPS/23,536	010-408-42637		02/20/2015	281.25
WHISENHANT, LINDSEY, ATT	115314	02/20/2015	CAUSE NO.14-192PSH	010-415-42634		02/20/2015	200.00
BYTHEWOOD LEGAL SERVICE	115271	02/20/2015	CAUSE NO.14-227MG	010-415-42634		02/20/2015	200.00

Check Register

Payable Dates: 2/20/2015 - 3/20/2015

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
MANN, ROBERT H. ATTY.	115316	02/20/2015	CAUSE NO.14-331CS	010-415-42634		02/20/2015	200.00
MCDONOUGH, TIMOTHY R.	115299	02/20/2015	CAUSE NO.14-35SC	010-415-42634		02/20/2015	200.00
DEROUEN, TAMARA L.	115279	02/20/2015	COURT REPORTER/2-17-18-1	010-415-42635		02/20/2015	746.00
TOMPkins, MICKEY, CSR	115309	02/20/2015	CPS CLUSTER COURT/DSJUD	010-408-42638		02/20/2015	190.00
BLANCHETTE, JACQUES JUD	115269	02/20/2015	TRAVEL EXP./TAC LEGISLATI	010-401-42233		02/20/2015	317.86
TAX ASSESSOR-COLLECTORS	115308	02/20/2015	MEMB.DUES/CRUSE,LYNETT	010-420-42650		02/20/2015	85.00
TAX ASSESSOR-COLLECTORS	115308	02/20/2015	MEMB.DUES/CARSON,MELIS	010-420-42650		02/20/2015	40.00
DUMAS, GREGORY E.	115280	02/20/2015	CPS/23,207	010-408-42637		02/20/2015	450.00
TANTZEN, JAY ATTORNEY AT	115317	02/20/2015	CPS/23,295	010-408-42637		02/20/2015	842.97
WHISENHANT, LINDSEY, ATT	115314	02/20/2015	CPS/23,299A	010-408-42637		02/20/2015	800.00
DUMAS, GREGORY E.	115280	02/20/2015	CPS/23,350	010-408-42637		02/20/2015	484.47
WHISENHANT, LINDSEY, ATT	115314	02/20/2015	CPS/23,405	010-408-42637		02/20/2015	187.50
TANTZEN, JAY ATTORNEY AT	115317	02/20/2015	CPS/23,467	010-408-42637		02/20/2015	428.04
DUMAS, GREGORY E.	115280	02/20/2015	CPS/23,516	010-408-42637		02/20/2015	225.00
POUNDS, CHYRL/DISTRICT CL	115302	02/20/2015	JURY MONEY/2-23-15	010-408-42700		02/20/2015	1,440.00
WALLING SIGNS & GRAPHICS	115319	02/20/2015	2-4-15/TREASURER	010-423-42100		02/20/2015	126.00
BLANCHETTE, JACQUES JUD	115269	02/20/2015	REIMB./FIXTURES FOR COUR	010-401-42178		02/20/2015	676.86
INDOFF OFFICE SUPPLIES	115287	02/20/2015	2585375/COAUD	010-440-42101		02/20/2015	359.94
TEXAS COLLEGE OF PROBATE	115318	02/20/2015	REGIS./CLARK,AMY	010-401-42645		02/20/2015	375.00
HOLLINGSWORTH, ELTON	115285	02/20/2015	INV.#300/TCSO	010-442-42411		02/20/2015	2,085.00
BJ TRANSPORT SERVICE, INC.	115268	02/20/2015	INV.#3466/JP.4	010-401-42643		02/20/2015	1,000.00
CONNER, K. RANDALL	115272	02/20/2015	INV.#376302/COJUD	010-401-42178		02/20/2015	1,200.00
ROBERTSON COUNTY DISTRI	115305	02/20/2015	REGIS./GREGORY,DONECE	010-402-42659		02/20/2015	25.00
FMMS HOLDINGS OF TEXAS,	115281	02/20/2015	INV.#4232/JP.4	010-401-42643		02/20/2015	1,950.00
FMMS HOLDINGS OF TEXAS,	115281	02/20/2015	INV.#4233/JP.4	010-401-42643		02/20/2015	1,950.00
FMMS HOLDINGS OF TEXAS,	115281	02/20/2015	INV.#4234/JP.4	010-401-42643		02/20/2015	1,950.00
FMMS HOLDINGS OF TEXAS,	115281	02/20/2015	INV.#41235/JP.4	010-401-42643		02/20/2015	1,950.00
OFFICE OF CONFERENCES &	115301	02/20/2015	INV.#965415014/VOTH,STEP	010-422-42659		02/20/2015	295.00
A T & T LONG DISTANCE	115265	02/20/2015	JAN.2014/LONG DISTANCE	010-440-42350		02/20/2015	26.43
MANN, ROBERT H. ATTY.	115316	02/20/2015	CAUSE NO.9438JC	010-408-42634		02/20/2015	400.00
VERIZON WIRELESS	115311	02/20/2015	8019-00001/COJUD	010-442-42515		02/20/2015	169.85
VERIZON WIRELESS	115312	02/20/2015	8386-00002/VET	010-405-42500		02/20/2015	42.89
LONG LEAF SOIL & WATER C	115295	02/20/2015	FY2015 ALLOCATION/COAU	010-401-42136		02/20/2015	2,000.00
DAVIDSON DOCUMENT SOL	115277	02/20/2015	LK1670/TCSO	010-440-42101		02/20/2015	186.18
RISINGER, JAMES MICHAEL A	115304	02/20/2015	CAUSE NO.J-385	010-408-42634		02/20/2015	400.00
DELL MARKETING L.P.	115278	02/20/2015	006789522/TCSO	010-440-42101		02/20/2015	120.39
COX CONTRACTORS, INC.	115320	02/23/2015	PAYMENT NO. 002/COAUD	010-453-43151		02/23/2015	47,447.18
TAC HEALTH BENEFITS POOL	115329	02/25/2015	FEB 2015	010-21310		02/25/2015	3,548.30
METLIFE INSURANCE	115326	02/25/2015	FEB 2015	010-401-40150		02/25/2015	1,359.98
CYPHER TECHNOLOGIES	115354	02/27/2015	INV.#0001837/COUNTY OFFI	010-440-42353		02/27/2015	529.99
TYLER TECHNOLOGIES, INC.	115348	02/27/2015	41637/COAUD	010-440-42350		02/27/2015	138.00
CARD SERVICE CENTER/VISA	115333	02/27/2015	#0282/0365/0464/TCSO	010-401-42111		02/27/2015	35.80
CARD SERVICE CENTER/VISA	115333	02/27/2015	#0077/COAUD	010-422-42100		02/27/2015	28.64
CARD SERVICE CENTER/VISA	115333	02/27/2015	#0077/COAUD	010-422-42659		02/27/2015	149.16

Check Register

Payable Dates: 2/20/2015 - 3/20/2015

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
CARD SERVICE CENTER/VISA	115333	02/27/2015	TCSO	010-426-42400		02/27/2015	346.67
CARD SERVICE CENTER/VISA	115333	02/27/2015	#0225/TCSO	010-426-42500		02/27/2015	9.99
CARD SERVICE CENTER/VISA	115333	02/27/2015	#0597/TCSO	010-426-42500		02/27/2015	643.81
CARD SERVICE CENTER/VISA	115333	02/27/2015	#0605/TCSO	010-426-42659		02/27/2015	29.62
CARD SERVICE CENTER/VISA	115333	02/27/2015	#0258/TCSO	010-427-42150		02/27/2015	163.42
CARD SERVICE CENTER/VISA	115333	02/27/2015	#0118/COJUD	010-442-42412		02/27/2015	1,702.21
CARD SERVICE CENTER/VISA	115333	02/27/2015	#0077/COAUD	010-453-43210		02/27/2015	447.99
CARD SERVICE CENTER/VISA	115333	02/27/2015	#0597/TCSO	010-453-43600		02/27/2015	2,790.00
BURKHALTER, LISA	115332	02/27/2015	TRAVEL EXP./DSJUD	010-401-42628		02/27/2015	40.00
MCCLURE, JOSH	115339	02/27/2015	INV.#131095/COJUD	010-401-42178		02/27/2015	998.00
SAUNDERS, JACQUELINE SUE	115342	02/27/2015	MILEAGE/BASICS OF CTY. IN	010-423-42659		02/27/2015	294.84
WILSON INSURANCE AGENC	115352	02/27/2015	NOTARY BOND./GREAFF,MIC	010-426-42906		02/27/2015	71.00
WILSON INSURANCE AGENC	115351	02/27/2015	NOTARY BOND/HADNOT,VIC	010-426-42906		02/27/2015	71.00
NASH, MARTIN PCT. 1	115340	02/27/2015	MILEAGE/DETCOG	010-401-42233		02/27/2015	123.12
LOWES BUSINESS ACCT/GEC	115338	02/27/2015	8/2130441862007/COJUD	010-442-42412		02/27/2015	389.49
A T & T PHONES - ATLANTA,	115331	02/27/2015	8011/JP.2	010-412-42500		02/27/2015	77.84
CRUSE, LYNNETTE	115334	02/27/2015	REINB FOR OFFICE SUPPLIES/	010-420-42100		02/27/2015	309.96
FEDEX	115335	02/27/2015	2212-3061-2/COAUD	010-401-42111		02/27/2015	62.58
TEXAS JUSTICE COURT TRAIN	115345	02/27/2015	REGIS./DAWSON, GREGORY	010-412-42661		02/27/2015	150.00
TAX ASSESSOR-COLLECTORS	115353	02/27/2015	REGIS/CRUSE,LYNNETTE	010-420-42659		02/27/2015	85.00
STEWART, GREGORY D.	115343	02/27/2015	INV#479611/COJUD	010-401-42178		02/27/2015	2,000.00
TYLER COUNTY HOSPITAL	115347	02/27/2015	PRE EMPLOY/JP.2	010-401-48000		02/27/2015	42.20
STONE, KATHLEEN S.	115344	02/27/2015	STATUTORY PROBATE JUDGE	010-401-42628		02/27/2015	2,662.62
WHELAN, ROBERT WILLIAM	115350	02/27/2015	INV.#569293/COJUD	010-401-42178		02/27/2015	735.00
SALEME, NICK CONSTABLE	115488	03/11/2015	SERVICE FEE PR-08934/COCL	010-401-42178		03/11/2015	70.00
CYPHER TECHNOLOGIES	115535	03/13/2015	INV. #0001845/COUNTY OFF	010-440-42353		03/13/2015	1,020.00
CYPHER TECHNOLOGIES	115535	03/13/2015	MONITOR	010-453-43210		03/13/2015	80.00
TEXAS ASSOCIATION OF COU	115517	03/13/2015	MEMB.DUES/SKINNER,WAD	010-428-42661		03/13/2015	60.00
SPARKLETT'S & SIERRA SPRIN	115512	03/13/2015	576115212504603/COJUD	010-440-42101		03/13/2015	197.68
MCCLURE, JOSH	115500	03/13/2015	INV.#131098/COJUD	010-442-42412		03/13/2015	2,294.00
ZACHARY, JIM "CONSTABLE"	115528	03/13/2015	REIMB./UNIFORMS	010-429-42150		03/13/2015	518.95
PUBLIC AGENCY TRAINING C	115502	03/13/2015	INV.#190068/TCSO	010-426-42659		03/13/2015	590.00
HARDIN COUNTY JAIL	115497	03/13/2015	FEB.2015/TCSO	010-401-42231		03/13/2015	1,120.00
SAN JACINTO COUNTY SHERI	115505	03/13/2015	FEB.2015/TCSO	010-401-42231		03/13/2015	749.44
JARROTT'S PHARMACY	115498	03/13/2015	3885/TCSO	010-401-42231		03/13/2015	2,158.33
CITY OF WOODVILLE	115530	03/13/2015	00001903/COCLK	010-442-42516		03/13/2015	106.29
CITY OF WOODVILLE	115494	03/13/2015	00002592/ANNEX 2	010-442-42515		03/13/2015	70.22
CITY OF WOODVILLE	115530	03/13/2015	00002804/ANNEX 2	010-442-42515		03/13/2015	47.52
CITY OF WOODVILLE	115494	03/13/2015	01024002/TAX	010-442-42517		03/13/2015	153.65
CITY OF WOODVILLE	115494	03/13/2015	05119001/JUST. CTR.	010-442-42511		03/13/2015	2,303.63
CITY OF WOODVILLE	115494	03/13/2015	07152001/COURTHOUSE	010-442-42515		03/13/2015	142.22
CITY OF WOODVILLE	115530	03/13/2015	07152002/CDA	010-442-42515		03/13/2015	331.45
WALMART COMMUNITY/GE	115525	03/13/2015	0824/JUPRO INK CART.	010-440-42101		03/13/2015	137.89
ENERGY	115495	03/13/2015	2977369/WHEAT BLDG.	010-442-42512		03/13/2015	340.42

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ENTERGY	115495	03/13/2015	521353/TCSO	010-442-42511		03/13/2015	81.85
ENTERGY	115495	03/13/2015	521552/COURTHOUSE	010-442-42515		03/13/2015	2,294.23
ENTERGY	115495	03/13/2015	521577/JUST.CTR.	010-442-42511		03/13/2015	2,010.38
WALMART COMMUNITY/GE	115525	03/13/2015	5797/JP. 1	010-411-42100		03/13/2015	16.88
ENTERGY	115495	03/13/2015	619032/TAX	010-442-42517		03/13/2015	639.03
WALMART COMMUNITY/GE	115525	03/13/2015	6899/COCLK	010-402-42100		03/13/2015	10.76
GRISSOM, SHERRY	115496	03/13/2015	REIMB./GRAVEL FOR COURT	010-442-42412		03/13/2015	12.00
BLANCHETTE, JACQUES JUD	115491	03/13/2015	MILEAGE/MTG.WITH JUDGE	010-401-42233		03/13/2015	96.60
SNOWDEN, SANDRA	115511	03/13/2015	TRANSPORT INMATE/TCSO	010-426-42659		03/13/2015	60.71
CALHOON, DONALD E. IV	115492	03/13/2015	PER DIEM/INTERNAL AFFIAR	010-426-42659		03/13/2015	150.00
STURROCK, STEVAN	115514	03/13/2015	PER DIEM/INTERNAL AFFAIR	010-426-42659		03/13/2015	150.00
SEALES, BRIAN	115509	03/13/2015	PER DIEM/SAFVIC COURSE	010-426-42659		03/13/2015	100.00
WADE, STEFANI BYRON	115524	03/13/2015	PER DIEM/SAFVIC COURSE	010-426-42659		03/13/2015	100.00
MT. LEBANON BAPTIST ENC	115501	03/13/2015	HOUSING FOR BASIC SWAT T	010-426-42659		03/13/2015	120.00
CHARLIE-MIKE ENTERPRISES,	115493	03/13/2015	REGIS./WHITWORTH & MAR	010-426-42659		03/13/2015	400.00
MARSHALL, CHUCK	115499	03/13/2015	PER DIEM/BASIC SWAT CLAS	010-426-42659		03/13/2015	250.00
WHITWORTH, CASEY	115526	03/13/2015	PER DIEM/BASIC SWAT CLAS	010-426-42659		03/13/2015	250.00
SPARKLETTS & SIERRA SPRIN	115513	03/13/2015	21549393631084/TAX	010-440-42101		03/13/2015	21.38
SAUNDERS, JACQUELINE SUE	115507	03/13/2015	SAUNDERS,SUE	010-423-42659		03/13/2015	455.40
SAUNDERS, JACQUELINE SUE	115508	03/13/2015	PER DIEM/43RD ANN. TREAS	010-423-42659		03/13/2015	250.00
TEXAS ASSOCIATION OF COU	115518	03/13/2015	REGIS./SAUNDERS,SUE	010-423-42659		03/13/2015	180.00
STEWART, GREGORY D.	115531	03/13/2015	INV. #479616/COJUD	010-401-42178		03/13/2015	2,250.00
VANCE'S A/C & HEATING	115520	03/13/2015	INV.#526356,57,67/COJUD	010-401-42178		03/13/2015	2,760.44
VANCE'S A/C & HEATING	115520	03/13/2015	MAINTENANCE	010-442-42412		03/13/2015	924.87
WHELAN, ROBERT WILLIAM	115533	03/13/2015	INV. #569295/COJUD	010-401-42178		03/13/2015	885.00
SAUNDERS, JACQUELINE SUE	115506	03/13/2015	HOTEL/SAUNDERS,SUE	010-423-42659		03/13/2015	402.78
TEXAS ASSOCIATION OF COU	115516	03/13/2015	REGIS./SAUNDERS, SUE	010-423-42659		03/13/2015	225.00
SAUNDERS, JACQUELINE SUE	115508	03/13/2015	PER DIEM/COUNTY INVESTM	010-423-42659		03/13/2015	200.00
A T & T PHONES - CAROL STR	115529	03/13/2015	9117 INTERNET/DPS	010-430-42500		03/13/2015	57.90
VERIZON WIRELESS	115532	03/13/2015	1963-00001/COAUD & JP. 2	010-422-42500		03/13/2015	119.97
VERIZON WIRELESS	115521	03/13/2015	6855-00001/TCSO & CONST.	010-426-42500		03/13/2015	2,935.33
VERIZON WIRELESS	115521	03/13/2015	6855-00001/TCSO & CONST.	010-429-42500		03/13/2015	49.44
SYSTEM ACCESS	115515	03/13/2015	INV. #DA171/CDA	010-440-42353		03/13/2015	180.00
QUINN, PAULA R.	115503	03/13/2015	OVER PAYMENT/T17364 & T	010-401-48000		03/13/2015	24.75
TYLER COUNTY PAYROLL	115538	03/19/2015	FICA	010-21300		03/19/2015	14,537.08
TYLER COUNTY PAYROLL	115538	03/19/2015	Federal Withholding	010-21300		03/19/2015	11,027.90
TYLER COUNTY PAYROLL	115538	03/19/2015	Medicare	010-21300		03/19/2015	3,399.84
TYLER COUNTY PAYROLL	115541	03/18/2015	PAYROLL TRANSFER	010-29999		03/18/2015	84,025.01
GLASS TECH	115428	03/19/2015	INV. #001198/COJUD	010-442-42412		03/19/2015	1,140.00
BANK-TEC SOUTH	115405	03/19/2015	50-0020700/TAX	010-442-42412		03/19/2015	90.00
A-1 WRECKER & STORAGE SE	115398	03/19/2015	INV. #026336/TCSO	010-426-42413		03/19/2015	75.00
SCOTT MERRIMAN, INC.	115460	03/19/2015	TY02/CDA	010-419-42100		03/19/2015	678.00
JASPER COUNTY	115439	03/19/2015	JAN. 2015/TCSO	010-401-42231		03/19/2015	16,061.07
CHEM-SERV	115410	03/19/2015	TYLECOU/COJUD	010-442-42106		03/19/2015	329.55

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LAKEWAY TIRE & SERVICE-JA	115443	03/19/2015	1063/TCSO	010-426-42400		03/19/2015	256.30
LAKEWAY TIRE & SERVICE-JA	115443	03/19/2015	1063/TCSO	010-426-42401		03/19/2015	4,182.22
WALLING SIGNS & GRAPHICS	115485	03/19/2015	1-2-15/COJUD	010-442-42412		03/19/2015	100.00
U S FLAG & FLAGPOLE SUPPL	115484	03/19/2015	INV. #14-1503/COJUD	010-442-42412		03/19/2015	63.00
EXCEL CAR WASH, INC.	115425	03/19/2015	INV. #14163435/TCSO	010-426-42400		03/19/2015	77.90
O'REILLY AUTOMOTIVE, INC.	115453	03/19/2015	FEB. 2015/TCSO	010-426-42413		03/19/2015	240.54
CHILD ABUSE & FORENSIC SE	115412	03/19/2015	INV. #15-017/CDA	010-419-42639		03/19/2015	950.00
CHILD ABUSE & FORENSIC SE	115413	03/19/2015	INV. #15-027/CDA	010-419-42639		03/19/2015	918.00
QUILL CORPORATION	115458	03/19/2015	C5421407/DPS	010-430-42100		03/19/2015	148.96
QUILL CORPORATION	115458	03/19/2015	C7685681/GAME WARDEN	010-401-42215		03/19/2015	64.38
ADVANCED SYSTEMS & ALAR	115400	03/19/2015	INV. #176564/COCLK	010-442-42412		03/19/2015	81.19
INNOVATIVE OFFICE SYSTEM	115437	03/19/2015	TYLCOUDA/CDA	010-440-42677		03/19/2015	7.40
TYLER COUNTY TRACTOR	115481	03/19/2015	1353/TCSO	010-426-42413		03/19/2015	169.01
U PUMP IT - GARDNER OIL	115483	03/19/2015	1910/COJUD	010-442-42412		03/19/2015	58.59
QUILL CORPORATION	115458	03/19/2015	C3338775/EXT	010-439-42100		03/19/2015	69.99
TIMBERMAN'S SUPPLY	115477	03/19/2015	12032/COJUD	010-442-42412		03/19/2015	143.80
STORY-WRIGHT PRINTING &	115464	03/19/2015	103363/TCSO	010-426-42100		03/19/2015	114.91
STORY-WRIGHT PRINTING &	115464	03/19/2015	103363/TCSO	010-440-42101		03/19/2015	289.99
STORY-WRIGHT PRINTING &	115464	03/19/2015	104983/JP. 1	010-411-42100		03/19/2015	6.99
STORY-WRIGHT PRINTING &	115464	03/19/2015	104307/COAUD	010-422-42100		03/19/2015	125.49
STORY-WRIGHT PRINTING &	115464	03/19/2015	104307/COAUD	010-440-42101		03/19/2015	32.98
STORY-WRIGHT PRINTING &	115464	03/19/2015	104983/JP. 1	010-411-42100		03/19/2015	77.06
STORY-WRIGHT PRINTING &	115464	03/19/2015	104983/JP. 1	010-411-42100		03/19/2015	15.28
STORY-WRIGHT PRINTING &	115464	03/19/2015	104307/COAUD	010-422-42100		03/19/2015	6.49
STORY-WRIGHT PRINTING &	115464	03/19/2015	104983/JP. 1	010-440-42101		03/19/2015	289.96
LARRY TREST AUTOS	115444	03/19/2015	2-11-15/TCSO	010-426-42413		03/19/2015	147.75
TYLER COUNTY BOOSTER	115480	03/19/2015	2015 SUBSCRIPTION/COCLK	010-402-42100		03/19/2015	20.00
WALLING SIGNS & GRAPHICS	115485	03/19/2015	2-2-15/TCSO	010-426-42100		03/19/2015	16.00
WALLING SIGNS & GRAPHICS	115485	03/19/2015	2-23-15/TCSO	010-426-42100		03/19/2015	180.55
SECURITY SHREDDING	115461	03/19/2015	INV. #24281/TCSO	010-440-42600		03/19/2015	60.00
HOOD, CHRISTINA	115536	03/19/2015	REIMB./DUSTERS & FLAG PO	010-442-42412		03/19/2015	385.07
INDOFF OFFICE SUPPLIES	115435	03/19/2015	185084/TAX	010-440-42101		03/19/2015	230.65
INDOFF OFFICE SUPPLIES	115435	03/19/2015	185084/TAX	010-420-42100		03/19/2015	499.00
INDOFF OFFICE SUPPLIES	115435	03/19/2015	185596/CDA	010-419-42100		03/19/2015	42.99
INDOFF OFFICE SUPPLIES	115435	03/19/2015	187474/DSCLK	010-407-42100		03/19/2015	46.44
INDOFF OFFICE SUPPLIES	115435	03/19/2015	183748/COJUD	010-421-42100		03/19/2015	10.99
INDOFF OFFICE SUPPLIES	115435	03/19/2015	183748/COJUD	010-440-42101		03/19/2015	169.98
INDOFF OFFICE SUPPLIES	115435	03/19/2015	185596/CDA	010-419-42100		03/19/2015	37.99
INDOFF OFFICE SUPPLIES	115435	03/19/2015	185596/CDA	010-440-42101		03/19/2015	194.97
INDOFF OFFICE SUPPLIES	115435	03/19/2015	185596/CDA	010-419-42100		03/19/2015	28.58
INDOFF OFFICE SUPPLIES	115435	03/19/2015	185084/TAX	010-420-42100		03/19/2015	28.47
CIT	115414	03/19/2015	930-0039477-000/JP. 1	010-440-42677		03/19/2015	85.42
AVAYA, INC.	115404	03/19/2015	0101946445/TAX	010-420-42500		03/19/2015	60.00
FEDEX	115426	03/19/2015	1706-0613-2/TCSO	010-401-42111		03/19/2015	104.17

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Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
NEW WAVE COMMUNICATI	115451	03/19/2015	052716501/TCSO	010-427-42108		03/19/2015	110.31
TEXAS DEPARTMENT OF STA	115474	03/19/2015	17460025764003/COCLK	010-402-42500		03/19/2015	67.71
TEXAS DEPARTMENT OF STA	115474	03/19/2015	17460025764003/COCLK	010-402-42500		03/19/2015	67.71
ELLIOTT ELECTRIC SUPPLY, I	115424	03/19/2015	3223109/COJUD	010-442-42412		03/19/2015	133.86
ELLIOTT ELECTRIC SUPPLY, I	115424	03/19/2015	3223109/COJUD	010-442-42412		03/19/2015	199.54
ELLIOTT ELECTRIC SUPPLY, I	115424	03/19/2015	3223109/COJUD	010-442-42412		03/19/2015	685.85
ELLIOTT ELECTRIC SUPPLY, I	115424	03/19/2015	3223109/COJUD	010-442-42412		03/19/2015	73.07
DOTCOM LTD./INU POWERE	115422	03/19/2015	7328/COCLK	010-402-42500		03/19/2015	2.00
SYNOVIA SOLUTIONS LLC	115468	03/19/2015	INV. #35937/TCSO	010-426-42500		03/19/2015	523.00
ACE IMAGEWEAR	115399	03/19/2015	3719/COJUD	010-442-42150		03/19/2015	98.52
CODE BLUE POLICE SUPPLY	115415	03/19/2015	INV. #44340/COJUD & TCSO	010-426-42150		03/19/2015	96.00
CODE BLUE POLICE SUPPLY	115415	03/19/2015	INV. #44340/COJUD & TCSO	010-442-42150		03/19/2015	115.00
TOLAR'S FEED & OUTDOOR S	115478	03/19/2015	STMT. #18758/TCSO	010-426-42656		03/19/2015	40.25
TEXAS IMAGING SYSTEMS, I	115475	03/19/2015	603-0097404-001/TCSO	010-440-42677		03/19/2015	188.40
INNOVATIVE LEASING	115436	03/19/2015	603-0034127-002/TAX	010-440-42677		03/19/2015	867.99
INNOVATIVE LEASING	115436	03/19/2015	603-0041957-000/CDA	010-440-42677		03/19/2015	165.00
SYSCO FOOD SERVICES	115469	03/19/2015	819219/TCSO	010-427-42157		03/19/2015	154.19
SYSCO FOOD SERVICES	115469	03/19/2015	819219/TCSO	010-427-42157		03/19/2015	107.82
SYSCO FOOD SERVICES	115469	03/19/2015	819219/TCSO	010-427-42157		03/19/2015	2,714.00
PARKER LUMBER - WOODVIL	115454	03/19/2015	INV. #67246/SEARCH & RESC	010-401-42710		03/19/2015	66.24
OFFICE DEPOT	115452	03/19/2015	62203117/COCLK	010-402-42100		03/19/2015	29.99
OFFICE DEPOT	115452	03/19/2015	62203117/COCLK	010-402-42100		03/19/2015	106.97
QUILL CORPORATION	115458	03/19/2015	C6076298/TAX	010-420-42100		03/19/2015	33.97
DOGWOOD EMS	115421	03/19/2015	PT.#08719JAM/TCSO	010-401-42231		03/19/2015	444.76
ANGELINA COLLEGE	115401	03/19/2015	INV. #8522/TCSO	010-426-42659		03/19/2015	1,125.00
CANON SOLUTIONS AMERIC	115409	03/19/2015	SR2880/EXT	010-440-42101		03/19/2015	11.45
CANON SOLUTIONS AMERIC	115409	03/19/2015	SR4199/COAUD	010-440-42677		03/19/2015	38.00
PITNEY BOWES - PURCHASE	115455	03/19/2015	8000-9090-0771-2750/TAX	010-401-42111		03/19/2015	2,020.99
PITNEY BOWES - PURCHASE	115456	03/19/2015	8000-9090-0176-9145/J.P. 1	010-401-42111		03/19/2015	520.99
SULLIVAN'S HARDWARE	115465	03/19/2015	FEB. 2015/COJUD	010-401-42178		03/19/2015	855.84
SULLIVAN'S HARDWARE	115465	03/19/2015	FEB. 2015/COJUD	010-442-42412		03/19/2015	573.38
CANDY CLEANERS	115408	03/19/2015	FEB.2015/TCSO	010-426-42150		03/19/2015	280.23
SULLIVAN'S HARDWARE	115465	03/19/2015	FEB. 2015/TCSO	010-426-42182		03/19/2015	71.98
GOODWIN-LASITER, INC.	115429	03/19/2015	PROJECT:COURTHOUSE ANN	010-401-42178		03/19/2015	5,126.68
TAX ASSESSOR-COLLECTORS	115470	03/19/2015	MEMB. DUES/CONNER, ALE	010-420-42650		03/19/2015	40.00
HEAD TO TOE FAMILY HEALT	115432	03/19/2015	PT.#HB-11168/TCSO	010-401-42231		03/19/2015	45.00
ATCO INTERNATIONAL	115403	03/19/2015	160569/TCSO	010-427-42108		03/19/2015	161.00
CHESTER VOLUNTEER FIRE D	115411	03/19/2015	Monthly Allowance	010-401-42701		03/19/2015	150.00
SHADY GROVE VOLUNTEER F	115462	03/19/2015	Monthly Allowance	010-401-42701		03/19/2015	150.00
WOODVILLE VOLUNTEER FIR	115487	03/19/2015	Monthly Allowance	010-401-42701		03/19/2015	150.00
GILLETTE, BARRI HOFFMAN	115427	03/19/2015	MONTHLY PAYABLE	010-436-42633		03/19/2015	750.00
OFFICE OF THE A.G. CHILD S	DFT0001302	03/19/2015	CS	010-21300		03/19/2015	161.54
GT DISTRIBUTORS, INC.	115430	03/19/2015	003939/TCSO	010-401-42178		03/19/2015	12,338.88
DAVIDSON DOCUMENT SOL	115418	03/19/2015	LK1670	010-440-42101		03/19/2015	43.18

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TYLER JUNIOR COLLEGE	115482	03/19/2015	INV. #S0041347/TCSO	010-426-42659		03/19/2015	150.00
COUNTY INFORMATION RES	115417	03/19/2015	INV. #SOP003636/COJUD	010-440-42600		03/19/2015	174.00
MODICA BROS.	115448	03/19/2015	FEB. 2015/TCSO	010-426-42400		03/19/2015	53.45
MODICA BROS.	115448	03/19/2015	FEB. 2015/TCSO	010-426-42401		03/19/2015	490.53
DELL MARKETING L.P.	115420	03/19/2015	006789522/COAUD	010-453-43210		03/19/2015	119.00
TYLER COUNTY PAYROLL	115356	03/05/2015	FICA	010-21300		03/05/2015	14,031.72
TYLER COUNTY PAYROLL	115356	03/05/2015	Federal Withholding	010-21300		03/05/2015	10,584.10
TYLER COUNTY PAYROLL	115356	03/05/2015	Medicare	010-21300		03/05/2015	3,281.62
TYLER COUNTY PAYROLL	115355	03/04/2015	PAYROLL TRANSFER	010-29999		03/04/2015	81,709.81
TEXAS COUNTY & DISTRICT R	DFT0001295	03/05/2015	Tyler County, TX Retirement	010-21320		03/05/2015	20,402.52
TEXAS COUNTY & DISTRICT R	DFT0001300	03/19/2015	Tyler County, TX Retirement	010-21320		03/19/2015	21,239.16
OFFICE OF THE A.G. CHILD S	DFT0001297	03/05/2015	CS	010-21300		03/05/2015	161.54
CYPHER TECHNOLOGIES	115366	03/06/2015	SUPPLIES	010-440-42101		03/06/2015	120.00
CYPHER TECHNOLOGIES	115366	03/06/2015	SERVICE	010-440-42353		03/06/2015	420.00
U.S. POSTAL SERVICE (POSTA	115394	03/06/2015	METER ACCT. #49892169/PO	010-401-42111		03/06/2015	1,200.00
LIBERTY MUTUAL INSURANC	115375	03/06/2015	040-1013-271-02/WHEAT BL	010-442-42394		03/06/2015	2,324.00
TEXAS DEPARTMENT OF LICE	115389	03/06/2015	ELEVATOR INSPECTION/2904	010-442-42412		03/06/2015	30.00
SPARKLETTS & SIERRA SPRIN	115385	03/06/2015	303060813217822/TCSO	010-440-42101		03/06/2015	85.33
WINDSTREAM	115397	03/06/2015	125059392/JP.3	010-413-42500		03/06/2015	69.06
WALMART COMMUNITY/GE	115395	03/06/2015	6808/COAUD	010-440-42101		03/06/2015	99.58
WALMART COMMUNITY/GE	115395	03/06/2015	OFFICE SUPPLIES	010-426-42100		03/06/2015	90.62
WALMART COMMUNITY/GE	115395	03/06/2015	JAIL SUPPLIES	010-427-42108		03/06/2015	67.38
WALMART COMMUNITY/GE	115395	03/06/2015	INMATE MEALS	010-427-42157		03/06/2015	346.62
NEW WAVE COMMUNICATI	115379	03/06/2015	074646901/COAUD	010-440-42350		03/06/2015	800.00
NEW WAVE COMMUNICATI	115378	03/06/2015	075255801/EOC	010-440-42101		03/06/2015	84.53
SYSTEM ACCESS	115388	03/06/2015	INV. #301/TCSO	010-440-42353		03/06/2015	180.00
FREEMAN, DALE	115373	03/06/2015	INV. #4011-12/CONST. PCT.	010-424-42150		03/06/2015	32.00
FMMS HOLDINGS OF TEXAS,	115372	03/06/2015	INV. #4261/JP. 2	010-401-42643		03/06/2015	1,950.00
STEWART, GREGORY D.	115387	03/06/2015	INV.#479612/COJUD	010-401-42178		03/06/2015	174.96
TYLER COUNTY HOSPITAL	115391	03/06/2015	ADDTL. PYMT FOR PRE EMPL	010-401-48000		03/06/2015	4.00
LEAF	115374	03/06/2015	100-1360627-001/COAUD	010-440-42677		03/06/2015	159.22
MIDKIFF, NADIA S.	115377	03/06/2015	OVER PAYMENT/CASE C1300	010-401-48000		03/06/2015	23.48
Fund 010 - GENERAL FUND Total:							469,460.72
Fund: 021 - ROAD & BRIDGE I							
METLIFE INSURANCE	115326	02/25/2015	FEB 2015	021-000-40120		02/25/2015	105.93
CARD SERVICE CENTER/VISA	115333	02/27/2015	#0159/PCT.1	021-000-42659		02/27/2015	422.32
NASH, MARTIN PCT. 1	115340	02/27/2015	TRAVEL EXP./VG YOUNG & T	021-000-42659		02/27/2015	450.15
ENTERGY	115495	03/13/2015	451030/PCT.1	021-000-42510		03/13/2015	165.31
VERIZON WIRELESS	115523	03/13/2015	6997-00002/PCT.1	021-000-42510		03/13/2015	312.94
TYLER COUNTY PAYROLL	115538	03/19/2015	FICA	021-21300		03/19/2015	1,229.64
TYLER COUNTY PAYROLL	115538	03/19/2015	Federal Withholding	021-21300		03/19/2015	1,003.00
TYLER COUNTY PAYROLL	115538	03/19/2015	Medicare	021-21300		03/19/2015	287.58
TYLER COUNTY PAYROLL	115541	03/18/2015	PAYROLL TRANSFER	021-29999		03/18/2015	7,243.54

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JERRY'S SAW SHOP	115441	03/19/2015	INV. #033792/PCT. 1	021-000-42425		03/19/2015	12.00
ADVANCED SYSTEMS & ALAR	115400	03/19/2015	INV. #176529/PCT. 1	021-000-42425		03/19/2015	296.00
SMART'S TRUCK & TRAILER E	115463	03/19/2015	T6000/PCT. 1	021-000-42425		03/19/2015	321.69
PARKER LUMBER - WOODVIL	115454	03/19/2015	22700/PCT. 1	021-000-42425		03/19/2015	95.47
STORY-WRIGHT PRINTING &	115464	03/19/2015	105140/PCT. 1 & 2	021-000-42998		03/19/2015	33.49
LAKES AREA SEPTIC & SLUDG	115442	03/19/2015	INV. #2909/PCT. 1	021-000-42510		03/19/2015	60.00
BLUE TARP FINANCIAL/NORT	115406	03/19/2015	123728/PCT. 1	021-000-42425		03/19/2015	135.60
RAINEY AIR CONDITIONING,	115459	03/19/2015	INV. #42396/PCT. 1-4	021-000-42998		03/19/2015	115.00
TEJAS EQUIPMENT, INC.	115472	03/19/2015	00025/PCT. 1	021-000-42425		03/19/2015	85.02
SULLIVAN'S HARDWARE	115465	03/19/2015	FEB. 2015/PCT. 1	021-000-42425		03/19/2015	15.96
MODICA BROS.	115448	03/19/2015	FEB. 2015/PCT. 1	021-000-42401		03/19/2015	10.00
TYLER COUNTY PAYROLL	115356	03/05/2015	FICA	021-21300		03/05/2015	1,160.50
TYLER COUNTY PAYROLL	115356	03/05/2015	Federal Withholding	021-21300		03/05/2015	875.91
TYLER COUNTY PAYROLL	115356	03/05/2015	Medicare	021-21300		03/05/2015	271.40
TYLER COUNTY PAYROLL	115355	03/04/2015	PAYROLL TRANSFER	021-29999		03/04/2015	6,929.63
TEXAS COUNTY & DISTRICT R	DFT0001295	03/05/2015	Tyler County, TX Retirement	021-21320		03/05/2015	1,562.32
TEXAS COUNTY & DISTRICT R	DFT0001300	03/19/2015	Tyler County, TX Retirement	021-21320		03/19/2015	1,752.98
CARPENTER, BRYAN D.	115362	03/06/2015	INV.#819751/PCT.2	021-000-42425		03/06/2015	900.00
Fund 021 - ROAD & BRIDGE I Total:							25,853.38
Fund: 022 - ROAD & BRIDGE II							
VERIZON WIRELESS	115313	02/20/2015	6997-00001/PCT.2	022-000-42500		02/20/2015	267.01
METLIFE INSURANCE	115326	02/25/2015	FEB 2015	022-000-40120		02/25/2015	114.17
CARD SERVICE CENTER/VISA	115333	02/27/2015	#0142/PCT.2	022-000-42659		02/27/2015	389.85
SAM HOUSTON ELECTRIC CO	115504	03/13/2015	1833151/PCT.2 BARN	022-000-42510		03/13/2015	106.17
TYLER COUNTY PAYROLL	115538	03/19/2015	FICA	022-21300		03/19/2015	1,332.14
TYLER COUNTY PAYROLL	115538	03/19/2015	Federal Withholding	022-21300		03/19/2015	1,090.29
TYLER COUNTY PAYROLL	115538	03/19/2015	Medicare	022-21300		03/19/2015	311.54
TYLER COUNTY PAYROLL	115541	03/18/2015	PAYROLL TRANSFER	022-29999		03/18/2015	7,661.21
MATHESON TRI-GAS, INC.	115447	03/19/2015	E2313/PCT. 2	022-000-42425		03/19/2015	12.16
GULF WELDING SUPPLY CO.	115431	03/19/2015	030133/PCT. 2	022-000-42425		03/19/2015	51.00
BLUE TARP FINANCIAL/NORT	115407	03/19/2015	145636/PCT. 2	022-000-42425		03/19/2015	153.48
ADVANCED SYSTEMS & ALAR	115400	03/19/2015	INV. #176528/PCT. 2	022-000-42425		03/19/2015	138.00
TYLER COUNTY TRACTOR	115481	03/19/2015	1347/PCT. 2	022-000-42425		03/19/2015	59.92
TIMBERMAN'S SUPPLY	115477	03/19/2015	12024/PCT. 2	022-000-42425		03/19/2015	356.14
STORY-WRIGHT PRINTING &	115464	03/19/2015	105140/PCT. 1 & 2	022-000-42998		03/19/2015	33.49
RAINEY AIR CONDITIONING,	115459	03/19/2015	INV. #42396/PCT. 1-4	022-000-42998		03/19/2015	115.00
EAST TEXAS TRUCK & MILL S	115423	03/19/2015	TYLECO2/PCT. 2	022-000-42425		03/19/2015	40.09
LONE STAR PARTS	115446	03/19/2015	200038/PCT. 2	022-000-42425		03/19/2015	33.50
LAKEWAY TIRE & SERVICE-JA	115443	03/19/2015	916/PCT. 2	022-000-42401		03/19/2015	176.85
SULLIVAN'S HARDWARE	115465	03/19/2015	FEB. 2015/PCT. 2	022-000-42425		03/19/2015	102.63
OFFICE OF THE A.G. CHILD S	DFT0001301	03/19/2015	CS	022-21300		03/19/2015	207.69
SMART'S TRUCK & TRAILER E	115463	03/19/2015	T6001/PCT.2	022-000-42425		03/19/2015	94.27
SURPLUS CENTER	115466	03/19/2015	0019233139/PCT. 2	022-000-42425		03/19/2015	61.45

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MUSTANG CAT	115450	03/19/2015	0792910/PCT. 2	022-000-42425		03/19/2015	130.70
MODICA BROS.	115448	03/19/2015	FEB. 2015/PCT. 2	022-000-42401		03/19/2015	431.56
MODICA BROS.	115448	03/19/2015	FEB. 2015/PCT. 2	022-000-42401		03/19/2015	127.25
MODICA BROS.	115448	03/19/2015	FEB. 2015/PCT. 2	022-000-42400		03/19/2015	48.95
MODICA BROS.	115448	03/19/2015	FEB. 2015/PCT. 2	022-000-42401		03/19/2015	63.95
TYLER COUNTY PAYROLL	115356	03/05/2015	FICA	022-21300		03/05/2015	1,079.92
TYLER COUNTY PAYROLL	115356	03/05/2015	Federal Withholding	022-21300		03/05/2015	801.15
TYLER COUNTY PAYROLL	115356	03/05/2015	Medicare	022-21300		03/05/2015	252.58
TYLER COUNTY PAYROLL	115355	03/04/2015	PAYROLL TRANSFER	022-29999		03/04/2015	6,214.38
TEXAS COUNTY & DISTRICT R	DFT0001295	03/05/2015	Tyler County, TX Retirement	022-21320		03/05/2015	1,577.35
TEXAS COUNTY & DISTRICT R	DFT0001300	03/19/2015	Tyler County, TX Retirement	022-21320		03/19/2015	1,945.08
OFFICE OF THE A.G. CHILD S	DFT0001296	03/05/2015	CS	022-21300		03/05/2015	207.69
CHESTER GAS SYSTEM	115363	03/06/2015	134/PCT. 2	022-000-42510		03/06/2015	27.20
WALMART COMMUNITY/GE	115395	03/06/2015	5559/PCT.2	022-000-42998		03/06/2015	27.88
CHESTER WATER SUPPLY CO	115364	03/06/2015	31/PCT. 2	022-000-42510		03/06/2015	30.40
EASTEX TELEPHONE COOP., I	115370	03/06/2015	70024893/PCT. 2	022-000-42500		03/06/2015	38.24
Fund 022 - ROAD & BRIDGE II Total:							25,912.33

Fund: 023 - ROAD & BRIDGE III

JACK ALEXANDER, LTD.	115288	02/20/2015	TYLCO3/PCT.3	023-000-42160		02/20/2015	2,236.74
BILLY WILLIAMS TRUCKING	115267	02/20/2015	2-10-15/PCT.3	023-000-42160		02/20/2015	12,789.89
BILLY WILLIAMS TRUCKING	115267	02/20/2015	2-10-15/PCT.3	023-000-42160		02/20/2015	1,926.01
BILLY WILLIAMS TRUCKING	115267	02/20/2015	2-10-15/PCT.3	023-000-42160		02/20/2015	1,086.38
METLIFE INSURANCE	115326	02/25/2015	FEB 2015	023-000-40120		02/25/2015	194.07
ENTERGY	115495	03/13/2015	649486/PCT.3	023-000-42510		03/13/2015	369.83
VERIZON WIRELESS	115522	03/13/2015	6997-00003/PCT.3	023-000-42500		03/13/2015	1,027.94
TYLER COUNTY PAYROLL	115538	03/19/2015	FICA	023-21300		03/19/2015	1,683.54
TYLER COUNTY PAYROLL	115538	03/19/2015	Federal Withholding	023-21300		03/19/2015	958.95
TYLER COUNTY PAYROLL	115538	03/19/2015	Medicare	023-21300		03/19/2015	393.74
TYLER COUNTY PAYROLL	115541	03/18/2015	PAYROLL TRANSFER	023-29999		03/18/2015	10,366.50
DEBBIE'S HARDWARE	115419	03/19/2015	INV. #15288/PCT. 3	023-000-42998		03/19/2015	25.98
ADVANCED SYSTEMS & ALAR	115400	03/19/2015	INV. #176563/PCT. 3	023-000-42425		03/19/2015	137.00
THE RAILROAD YARD, INC.	115476	03/19/2015	INV. #180310/PCT. 3 & 4	023-000-42161		03/19/2015	10,175.92
TIMBERMAN'S SUPPLY	115477	03/19/2015	12025/PCT. 3	023-000-42425		03/19/2015	79.95
RAINEY AIR CONDITIONING,	115459	03/19/2015	INV. #42396/PCT. 1-4	023-000-42425		03/19/2015	115.00
LONE STAR PARTS	115446	03/19/2015	200041/PCT. 3	023-000-42425		03/19/2015	111.95
POWERPLAN/DOGGETT MA	115457	03/19/2015	88504-94392/PCT. 3	023-000-42425		03/19/2015	1,598.75
LAKEWAY TIRE & SERVICE-JA	115443	03/19/2015	917/PCT. 3	023-000-42401		03/19/2015	295.45
JACK ALEXANDER, LTD.	115438	03/19/2015	TYLCO3/PCT. 3	023-000-42160		03/19/2015	5,239.42
TYLER COUNTY PAYROLL	115356	03/05/2015	FICA	023-21300		03/05/2015	1,559.60
TYLER COUNTY PAYROLL	115356	03/05/2015	Federal Withholding	023-21300		03/05/2015	786.95
TYLER COUNTY PAYROLL	115356	03/05/2015	Medicare	023-21300		03/05/2015	364.78
TYLER COUNTY PAYROLL	115355	03/04/2015	PAYROLL TRANSFER	023-29999		03/04/2015	9,644.26
TEXAS COUNTY & DISTRICT R	DFT0001295	03/05/2015	Tyler County, TX Retirement	023-21320		03/05/2015	2,278.74

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Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
TEXAS COUNTY & DISTRICT R	DFT0001300	03/19/2015	Tyler County, TX Retirement	023-21320		03/19/2015	2,459.45
WINDSTREAM	115396	03/06/2015	125059843/PCT. 3	023-000-42500		03/06/2015	54.43
						Fund 023 - ROAD & BRIDGE III Total:	67,961.22
Fund: 024 - ROAD & BRIDGE IV							
KAT EXCAVATION & CONSTR	115290	02/20/2015	INV.#201937/PCT.4	024-000-42160		02/20/2015	2,232.81
BILLY WILLIAMS TRUCKING	115267	02/20/2015	2-10-15/PCT.4	024-000-42160		02/20/2015	1,884.97
BILLY WILLIAMS TRUCKING	115267	02/20/2015	2-10-15/PCT.4	024-000-42160		02/20/2015	395.37
BILLY WILLIAMS TRUCKING	115267	02/20/2015	2-10-15/PCT.4	024-000-42160		02/20/2015	882.98
BILLY WILLIAMS TRUCKING	115267	02/20/2015	2-10-15/PCT.4	024-000-42160		02/20/2015	1,159.33
METLIFE INSURANCE	115326	02/25/2015	FEB 2015	024-000-40120		02/25/2015	113.52
CARD SERVICE CENTER/VISA	115333	02/27/2015	#0134/PCT.4	024-000-42659		02/27/2015	413.67
WALSTON, J.A. "JACK"	115349	02/27/2015	TRAVEL EXP./CTY.COMMISSI	024-000-42659		02/27/2015	460.50
LARRY TREST AUTOS	115337	02/27/2015	2-5-15/PCT.4	024-000-42425		02/27/2015	178.70
LARRY TREST AUTOS	115337	02/27/2015	2-5-15/PCT.4	024-000-42425		02/27/2015	143.47
TEXAS TIMBERJACK	115346	02/27/2015	2TCP4/PCT.4	024-000-42425		02/27/2015	2,275.00
ENTERGY	115495	03/13/2015	485012/PCT.4	024-000-42510		03/13/2015	42.83
A T & T PHONES - ATLANTA,	115489	03/13/2015	5312/PCT. 4	024-000-42500		03/13/2015	117.59
TYLER COUNTY PAYROLL	115538	03/19/2015	FICA	024-21300		03/19/2015	1,219.96
TYLER COUNTY PAYROLL	115538	03/19/2015	Federal Withholding	024-21300		03/19/2015	1,110.51
TYLER COUNTY PAYROLL	115538	03/19/2015	Medicare	024-21300		03/19/2015	285.30
TYLER COUNTY PAYROLL	115541	03/18/2015	PAYROLL TRANSFER	024-29999		03/18/2015	6,959.61
MOTT WHOLESALE, INC.	115449	03/19/2015	INV. #115857/PCT. 4	024-000-42425		03/19/2015	117.60
JASPER COUNTY TRACTOR, F	115440	03/19/2015	TC/PCT. 4	024-000-42425		03/19/2015	455.72
ADVANCED SYSTEMS & ALAR	115400	03/19/2015	INV. #176562/PCT. 4	024-000-42425		03/19/2015	260.00
THE RAILROAD YARD, INC.	115476	03/19/2015	INV. #180310/PCT. 3 & 4	024-000-42161		03/19/2015	10,175.93
HOLLIS TIRE CO., INC.	115433	03/19/2015	T122/PCT. 4	024-000-42401		03/19/2015	243.75
TIMBERMAN'S SUPPLY	115477	03/19/2015	12026/PCT. 4	024-000-42425		03/19/2015	44.02
APAC TEXAS, INC.	115402	03/19/2015	210162/PCT. 4	024-000-42160		03/19/2015	976.35
STORY-WRIGHT PRINTING &	115464	03/19/2015	105830/PCT. 4	024-000-42998		03/19/2015	24.98
RAINEY AIR CONDITIONING,	115459	03/19/2015	INV. #42396/PCT. 1-4	024-000-42425		03/19/2015	115.00
SULLIVAN'S HARDWARE	115465	03/19/2015	FEB. 2015/PCT. 4	024-000-42425		03/19/2015	26.97
JACK ALEXANDER, LTD.	115438	03/19/2015	TYLCO4/PCT. 4	024-000-42160		03/19/2015	1,457.53
MODICA BROS.	115448	03/19/2015	FEB. 2015/PCT. 4	024-000-42401		03/19/2015	37.98
MODICA BROS.	115448	03/19/2015	FEB. 2015/PCT. 4	024-000-42401		03/19/2015	847.32
MODICA BROS.	115448	03/19/2015	FEB. 2015/PCT. 4	024-000-42401		03/19/2015	79.95
TYLER COUNTY PAYROLL	115356	03/05/2015	FICA	024-21300		03/05/2015	1,071.52
TYLER COUNTY PAYROLL	115356	03/05/2015	Federal Withholding	024-21300		03/05/2015	831.40
TYLER COUNTY PAYROLL	115356	03/05/2015	Medicare	024-21300		03/05/2015	250.60
TYLER COUNTY PAYROLL	115355	03/04/2015	PAYROLL TRANSFER	024-29999		03/04/2015	6,217.01
TEXAS COUNTY & DISTRICT R	DFT0001295	03/05/2015	Tyler County, TX Retirement	024-21320		03/05/2015	1,548.97
TEXAS COUNTY & DISTRICT R	DFT0001300	03/19/2015	Tyler County, TX Retirement	024-21320		03/19/2015	1,765.40
TYLER COUNTY WATER SUPP	115393	03/06/2015	583/PCT. 4 BARN	024-000-42510		03/06/2015	28.68
						Fund 024 - ROAD & BRIDGE IV Total:	46,452.80

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Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Fund: 025 - TYLER CO AIRPORT							
CITY OF WOODVILLE	115494	03/13/2015	00002090/AIRPORT	025-000-42510		03/13/2015	25.00
SAM HOUSTON ELECTRIC CO	115504	03/13/2015	35055/AIRPORT	025-000-42510		03/13/2015	147.34
SAM HOUSTON ELECTRIC CO	115384	03/06/2015	2708881/AIRPORT	025-000-42510		03/06/2015	13.50
Fund 025 - TYLER CO AIRPORT Total:							185.84
Fund: 026 - TYLER CO. RODEO ARENA/FAIRGRND							
AREA SURVEYING & MAPPIN	115266	02/20/2015	JAMES BLUNT SURVEY/AIRP	026-000-42410		02/20/2015	990.00
CITY OF WOODVILLE	115494	03/13/2015	00002496/RODEO ARENA	026-000-42510		03/13/2015	12.87
SAM HOUSTON ELECTRIC CO	115504	03/13/2015	1313576/RODEO ARENA	026-000-42510		03/13/2015	23.70
SAM HOUSTON ELECTRIC CO	115504	03/13/2015	140061/RODEO ARENA	026-000-42510		03/13/2015	72.79
SAM HOUSTON ELECTRIC CO	115504	03/13/2015	1807510/RODEO ARENA	026-000-42510		03/13/2015	13.75
SAM HOUSTON ELECTRIC CO	115504	03/13/2015	1807528/RODEO ARENA	026-000-42510		03/13/2015	13.50
SAM HOUSTON ELECTRIC CO	115504	03/13/2015	342683/RODEO ARENA	026-000-42510		03/13/2015	13.99
SAM HOUSTON ELECTRIC CO	115504	03/13/2015	55988/RODEO ARENA	026-000-42510		03/13/2015	44.10
TELSTAR SPECIALTY PRODUC	115473	03/19/2015	INV. #11346/RODEO ARENA	026-000-42410		03/19/2015	22.95
PARKER LUMBER - WOODVIL	115454	03/19/2015	22705/RODEO ARENA	026-000-42410		03/19/2015	1,782.49
LILLEY, FLOYD W.	115376	03/06/2015	INV. #462756/PCT. 2	026-000-42410		03/06/2015	1,200.00
Fund 026 - TYLER CO. RODEO ARENA/FAIRGRND Total:							4,190.14
Fund: 031 - COUNTY CLERK RMP							
TYLER COUNTY PAYROLL	115538	03/19/2015	FICA	031-21300		03/19/2015	26.78
TYLER COUNTY PAYROLL	115538	03/19/2015	Medicare	031-21300		03/19/2015	6.26
TYLER COUNTY PAYROLL	115541	03/18/2015	PAYROLL TRANSFER	031-29999		03/18/2015	184.36
TYLER COUNTY PAYROLL	115356	03/05/2015	FICA	031-21300		03/05/2015	26.78
TYLER COUNTY PAYROLL	115356	03/05/2015	Medicare	031-21300		03/05/2015	6.26
TYLER COUNTY PAYROLL	115355	03/04/2015	PAYROLL TRANSFER	031-29999		03/04/2015	184.36
TEXAS COUNTY & DISTRICT R	DFT0001295	03/05/2015	Tyler County, TX Retirement	031-21320		03/05/2015	39.05
TEXAS COUNTY & DISTRICT R	DFT0001300	03/19/2015	Tyler County, TX Retirement	031-21320		03/19/2015	39.05
Fund 031 - COUNTY CLERK RMP Total:							512.90
Fund: 033 - SHERIFF FORFEITURE							
CARD SERVICE CENTER/VISA	115333	02/27/2015	#0613/TCO	033-000-48000		02/27/2015	54.13
Fund 033 - SHERIFF FORFEITURE Total:							54.13
Fund: 036 - LIBRARY FUND							
LEXIS NEXIS	115294	02/20/2015	1396TR/DSJUD	036-000-48007		02/20/2015	103.00
LEXIS NEXIS	115445	03/19/2015	149Q4D/COJUD	036-000-48007		03/19/2015	225.00
TDCAA NOW TRUST FUND	115471	03/19/2015	INV. #39078/CDA	036-000-48007		03/19/2015	152.23
WEST GROUP PAYMENT CEN	115486	03/19/2015	1000705398/CDA	036-000-48007		03/19/2015	612.00
Fund 036 - LIBRARY FUND Total:							1,092.23
Fund: 037 - T C COLLECTION CENTER							
METLIFE INSURANCE	115326	02/25/2015	FEB 2015	037-000-40120		02/25/2015	26.73
ENTERGY	115495	03/13/2015	5082/COLL.CTR.	037-000-42510		03/13/2015	253.66
TYLER COUNTY PAYROLL	115538	03/19/2015	FICA	037-21300		03/19/2015	342.50
TYLER COUNTY PAYROLL	115538	03/19/2015	Federal Withholding	037-21300		03/19/2015	249.67

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Payable Dates: 2/20/2015 - 3/20/2015

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
TYLER COUNTY PAYROLL	115538	03/19/2015	Medicare	037-21300		03/19/2015	80.10
TYLER COUNTY PAYROLL	115541	03/18/2015	PAYROLL TRANSFER	037-29999		03/18/2015	2,107.72
IESI HARDIN COUNTY LANDFI	115434	03/19/2015	052-001023-0000/COLL.CTR.	037-000-42177		03/19/2015	1,306.40
IESI HARDIN COUNTY LANDFI	115434	03/19/2015	052-001023-0000/COLL.CTR.	037-000-42177		03/19/2015	1,305.80
LAKEWAY TIRE & SERVICE-JA	115443	03/19/2015	1174/COLL.CTR.	037-000-42425		03/19/2015	28.50
TYLER COUNTY PAYROLL	115356	03/05/2015	FICA	037-21300		03/05/2015	328.34
TYLER COUNTY PAYROLL	115356	03/05/2015	Federal Withholding	037-21300		03/05/2015	240.77
TYLER COUNTY PAYROLL	115356	03/05/2015	Medicare	037-21300		03/05/2015	76.80
TYLER COUNTY PAYROLL	115355	03/04/2015	PAYROLL TRANSFER	037-29999		03/04/2015	2,019.12
TEXAS COUNTY & DISTRICT R	DFT0001295	03/05/2015	Tyler County, TX Retirement	037-21320		03/05/2015	478.72
TEXAS COUNTY & DISTRICT R	DFT0001300	03/19/2015	Tyler County, TX Retirement	037-21320		03/19/2015	499.36
WALMART COMMUNITY/GE	115395	03/06/2015	2157/COLL. CTR.	037-000-42998		03/06/2015	224.57
CYPRESS CREEK WATER SUP	115367	03/06/2015	235/COLL. CTR.	037-000-42510		03/06/2015	46.66
Fund 037 - T C COLLECTION CENTER Total:							9,615.42
Fund: 039 - TXCDBG SMALL BUSINESS LOAN PRJ							
TEXAS DEPT. OF AGRICULTU	1059	03/16/2015	CONT.#726192/LOAN REPAY	039-000-44300		03/16/2015	557.50
Fund 039 - TXCDBG SMALL BUSINESS LOAN PRJ Total:							557.50
Fund: 043 - JAIL INTEREST & SINKING							
SIMS SERVICE COMPANY INC	136	03/19/2015	INV. #3356/TCSO	043-000-42410		03/19/2015	800.00
Fund 043 - JAIL INTEREST & SINKING Total:							800.00
Fund: 044 - COURTHOUSE SECURITY							
GUARDIAN SECURITY SOLUTI	115284	02/20/2015	INV.#10701/COURTHOUSE S	044-000-43200		02/20/2015	3,110.00
FORENSIC TRAINING SERVIC	115336	02/27/2015	INV.#150112/10/COURTHO	044-000-42499		02/27/2015	1,500.00
TYLER COUNTY PAYROLL	115538	03/19/2015	FICA	044-21300		03/19/2015	136.20
TYLER COUNTY PAYROLL	115538	03/19/2015	Federal Withholding	044-21300		03/19/2015	75.04
TYLER COUNTY PAYROLL	115538	03/19/2015	Medicare	044-21300		03/19/2015	31.84
TYLER COUNTY PAYROLL	115541	03/18/2015	PAYROLL TRANSFER	044-29999		03/18/2015	1,643.19
TYLER COUNTY PAYROLL	115356	03/05/2015	FICA	044-21300		03/05/2015	55.32
TYLER COUNTY PAYROLL	115356	03/05/2015	Federal Withholding	044-21300		03/05/2015	8.42
TYLER COUNTY PAYROLL	115356	03/05/2015	Medicare	044-21300		03/05/2015	12.94
TYLER COUNTY PAYROLL	115355	03/04/2015	PAYROLL TRANSFER	044-29999		03/04/2015	372.37
TEXAS COUNTY & DISTRICT R	DFT0001295	03/05/2015	Tyler County, TX Retirement	044-21320		03/05/2015	80.66
TEXAS COUNTY & DISTRICT R	DFT0001300	03/19/2015	Tyler County, TX Retirement	044-21320		03/19/2015	198.61
Fund 044 - COURTHOUSE SECURITY Total:							7,224.59
Fund: 049 - C D A TRUST							
BROOKSHIRE BROTHERS/RES	115361	03/06/2015	RESTITUTION/CDA	049-000-42908		03/06/2015	753.53
DOVER, BILL L.	115369	03/06/2015	RESTITUTION/CDA	049-000-42908		03/06/2015	796.17
ROUTE 69 COUNTRY STORE	115383	03/06/2015	RESTITUTION/CDA	049-000-42908		03/06/2015	70.00
COURTESY CHECK CO.	115365	03/06/2015	RESTITUTION/CDA	049-000-42908		03/06/2015	66.48
TYLER COUNTY SHERIFF DEP	115392	03/06/2015	RESTITUTION/CDA	049-000-42908		03/06/2015	50.00
Fund 049 - C D A TRUST Total:							1,736.18

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Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Fund: 052 - ALTERNATE DISPUTE RESOLUTION							
RJMFSC	115381	03/06/2015	FEB. 2015/COAUD	052-000-42600		03/06/2015	405.08
Fund 052 - ALTERNATE DISPUTE RESOLUTION Total:							405.08
Fund: 053 - ADULT PROBATION							
TYLER COUNTY PAYROLL	115538	03/19/2015	FICA	053-21300		03/19/2015	892.98
TYLER COUNTY PAYROLL	115538	03/19/2015	Federal Withholding	053-21300		03/19/2015	707.66
TYLER COUNTY PAYROLL	115538	03/19/2015	Medicare	053-21300		03/19/2015	208.86
TYLER COUNTY PAYROLL	115541	03/18/2015	PAYROLL TRANSFER	053-29999		03/18/2015	5,332.70
QUILL CORPORATION	115458	03/19/2015	C2772734/CSCD	053-000-42104		03/19/2015	11.99
QUILL CORPORATION	115458	03/19/2015	C2772734/CSCD	053-000-42104		03/19/2015	14.97
TYLER COUNTY	115479	03/19/2015	MARCH 2015/CSCD	053-434-42629		03/19/2015	2,000.00
CORRECTIONS SOFTWARE S	115416	03/19/2015	APRIL 2015/CSCD	053-000-42602		03/19/2015	995.00
CANON SOLUTIONS AMERIC	115409	03/19/2015	SR3409/CSCD	053-000-42104		03/19/2015	25.00
TYLER CO. COMMUNITY SUP	115537	03/19/2015	State Health Insurance	053-21300		03/19/2015	502.18
TYLER COUNTY PAYROLL	115356	03/05/2015	FICA	053-21300		03/05/2015	892.20
TYLER COUNTY PAYROLL	115356	03/05/2015	Federal Withholding	053-21300		03/05/2015	707.66
TYLER COUNTY PAYROLL	115356	03/05/2015	Medicare	053-21300		03/05/2015	208.68
TYLER COUNTY PAYROLL	115355	03/04/2015	PAYROLL TRANSFER	053-29999		03/04/2015	5,327.34
TEXAS COUNTY & DISTRICT R	DFT0001295	03/05/2015	Tyler County, TX Retirement	053-21320		03/05/2015	1,400.39
TEXAS COUNTY & DISTRICT R	DFT0001300	03/19/2015	Tyler County, TX Retirement	053-21320		03/19/2015	1,401.52
TYLER CO. COMMUNITY SUP	115359	03/05/2015	State Health Insurance	053-21300		03/05/2015	502.18
SPURLOCK, CHRISTY	115386	03/06/2015	REIMB./TRAINING REGIS.	053-000-42602		03/06/2015	50.00
Fund 053 - ADULT PROBATION Total:							21,181.31
Fund: 054 - JUVENILE PROBATION							
ALLEN, TERRY	115315	02/20/2015	MILEAGE/SETX CHIEFS MTG.	054-451-42659		02/20/2015	112.93
METLIFE INSURANCE	115326	02/25/2015	FEB 2015	054-455-40120		02/25/2015	105.27
WALMART COMMUNITY/GE	115525	03/13/2015	0824/JUPRO OFFICE SUPPLIE	054-451-42100		03/13/2015	14.85
WHS CHOIR ACTIVITY FUND	115527	03/13/2015	RESTITUTION/JUPRO	054-457-42907		03/13/2015	84.00
TEXAS PROBATION ASSOCIA	115534	03/13/2015	REGIS./ALLEN, TERRY	054-451-42659		03/13/2015	140.00
ALERE TOXICOLOGY SERVICE	115490	03/13/2015	129176/JUPRO	054-451-42100		03/13/2015	50.00
SHEFFIELD, TONYA	115510	03/13/2015	JAN-FEB.2015MILEAGE/JUPR	054-438-42666		03/13/2015	299.58
TYLER COUNTY PAYROLL	115538	03/19/2015	FICA	054-21300		03/19/2015	816.50
TYLER COUNTY PAYROLL	115538	03/19/2015	Federal Withholding	054-21300		03/19/2015	844.68
TYLER COUNTY PAYROLL	115538	03/19/2015	Medicare	054-21300		03/19/2015	190.96
TYLER COUNTY PAYROLL	115541	03/18/2015	PAYROLL TRANSFER	054-29999		03/18/2015	4,594.63
INDOFF OFFICE SUPPLIES	115435	03/19/2015	183751/JUPRO	054-451-42100		03/19/2015	27.96
TYLER COUNTY PAYROLL	115356	03/05/2015	FICA	054-21300		03/05/2015	680.18
TYLER COUNTY PAYROLL	115356	03/05/2015	Federal Withholding	054-21300		03/05/2015	644.48
TYLER COUNTY PAYROLL	115356	03/05/2015	Medicare	054-21300		03/05/2015	159.08
TYLER COUNTY PAYROLL	115355	03/04/2015	PAYROLL TRANSFER	054-29999		03/04/2015	3,858.02
TEXAS COUNTY & DISTRICT R	DFT0001295	03/05/2015	Tyler County, TX Retirement	054-21320		03/05/2015	1,008.63
TEXAS COUNTY & DISTRICT R	DFT0001300	03/19/2015	Tyler County, TX Retirement	054-21320		03/19/2015	1,207.51
D.SCOTT HUGHES MA LCDC	115368	03/06/2015	INV. #0000036/JUPRO	054-459-42348		03/06/2015	2,050.00

					Payable Dates: 2/20/2015 - 3/20/2015			
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	ANGELINA COUNTY, TEXAS	115360	03/06/2015	INV. #15-019906099/JUPRO	054-457-42908		03/06/2015	1,300.00
	EVET (EVERY VICTIM, EVERY	115371	03/06/2015	REGIS./ALLEN, TERRY	054-451-42659		03/06/2015	50.00
	TEXAS PROBATION ASSOCIA	115390	03/06/2015	MEMB. DUES/ALLEN, TERRY	054-451-42100		03/06/2015	35.00
						Fund 054 - JUVENILE PROBATION Total:		18,274.26
	Fund: 073 - JUSTICE COURT TECHNOLOGY FUND							
	VERIZON WIRELESS	115532	03/13/2015	COAUD & JP. 2	073-000-42101		03/13/2015	40.01
						Fund 073 - JUSTICE COURT TECHNOLOGY FUND Total:		40.01
	Fund: 076 - EMERGENCY OPERATIONS CENTER							
	MURPHY, CASSIE	115300	02/20/2015	MILEAGE/PIPELINE SAFETY	076-000-42663		02/20/2015	37.95
	METLIFE INSURANCE	115326	02/25/2015	FEB 2015	076-000-40120		02/25/2015	67.00
	TYLER COUNTY PAYROLL	115538	03/19/2015	FICA	076-21300		03/19/2015	466.18
	TYLER COUNTY PAYROLL	115538	03/19/2015	Federal Withholding	076-21300		03/19/2015	369.03
	TYLER COUNTY PAYROLL	115538	03/19/2015	Medicare	076-21300		03/19/2015	109.02
	TYLER COUNTY PAYROLL	115541	03/18/2015	PAYROLL TRANSFER	076-29999		03/18/2015	2,764.75
	U PUMP IT - GARDNER OIL	115483	03/19/2015	1911/EOC	076-000-42416		03/19/2015	158.47
	WALLING SIGNS & GRAPHICS	115485	03/19/2015	2-10-15/EOC	076-000-42100		03/19/2015	25.00
	WALLING SIGNS & GRAPHICS	115485	03/19/2015	2-11-15/EOC	076-000-42100		03/19/2015	8.00
	TYLER COUNTY PAYROLL	115356	03/05/2015	FICA	076-21300		03/05/2015	428.98
	TYLER COUNTY PAYROLL	115356	03/05/2015	Federal Withholding	076-21300		03/05/2015	369.03
	TYLER COUNTY PAYROLL	115356	03/05/2015	Medicare	076-21300		03/05/2015	100.32
	TYLER COUNTY PAYROLL	115355	03/04/2015	PAYROLL TRANSFER	076-29999		03/04/2015	2,508.70
	TEXAS COUNTY & DISTRICT R	DFT0001295	03/05/2015	Tyler County, TX Retirement	076-21320		03/05/2015	625.46
	TEXAS COUNTY & DISTRICT R	DFT0001300	03/19/2015	Tyler County, TX Retirement	076-21320		03/19/2015	679.70
						Fund 076 - EMERGENCY OPERATIONS CENTER Total:		8,717.59
	Fund: 088 - TJPC-TITLE IVE FUND							
	TYLER COUNTY PAYROLL	115538	03/19/2015	FICA	088-21300		03/19/2015	37.80
	TYLER COUNTY PAYROLL	115538	03/19/2015	Federal Withholding	088-21300		03/19/2015	40.27
	TYLER COUNTY PAYROLL	115538	03/19/2015	Medicare	088-21300		03/19/2015	8.84
	TYLER COUNTY PAYROLL	115541	03/18/2015	PAYROLL TRANSFER	088-29999		03/18/2015	291.25
	TYLER COUNTY PAYROLL	115356	03/05/2015	FICA	088-21300		03/05/2015	37.72
	TYLER COUNTY PAYROLL	115356	03/05/2015	Federal Withholding	088-21300		03/05/2015	35.86
	TYLER COUNTY PAYROLL	115356	03/05/2015	Medicare	088-21300		03/05/2015	8.82
	TYLER COUNTY PAYROLL	115355	03/04/2015	PAYROLL TRANSFER	088-29999		03/04/2015	293.62
	TEXAS COUNTY & DISTRICT R	DFT0001295	03/05/2015	Tyler County, TX Retirement	088-21320		03/05/2015	55.64
	TEXAS COUNTY & DISTRICT R	DFT0001300	03/19/2015	Tyler County, TX Retirement	088-21320		03/19/2015	55.64
	ROSS, JOHNNA	115382	03/06/2015	CONTRACT LABOR/JUPRO	088-000-42499		03/06/2015	188.50
						Fund 088 - TJPC-TITLE IVE FUND Total:		1,053.96
	Fund: 089 - TYLER COUNTY NUTRITION CENTER							
	TEXAS DEPARTMENT OF INS	115519	03/13/2015	FIRE INSPECTION/NUTR.CTR.	089-000-42410		03/13/2015	150.00
	CITY OF WOODVILLE	115494	03/13/2015	07087601/NUTR.CTR.	089-000-42510		03/13/2015	67.88
	WALMART COMMUNITY/GE	115525	03/13/2015	5371/PCT.1	089-000-42204		03/13/2015	190.30
	ADVANCED SYSTEMS & ALAR	115400	03/19/2015	INV. #175526/NUTR. CTR.	089-000-42410		03/19/2015	600.00

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Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Payable Dates: 2/20/2015 - 3/20/2015							
PARKER LUMBER - WOODVIL	115454	03/19/2015	22720/NUTR.CTR.	089-000-42410		03/19/2015	521.37
SWORD CO.	115467	03/19/2015	INV. #234875/NUTR.CTR.	089-000-42410		03/19/2015	14.00
SWORD CO.	115467	03/19/2015	INV. #235099/NUTR.CTR.	089-000-42410		03/19/2015	245.11
SULLIVAN'S HARDWARE	115465	03/19/2015	FEB. 2015/NUTR.CTR.	089-000-42410		03/19/2015	73.59
CARPENTER, BRYAN D.	115362	03/06/2015	INV.#819752/NUTR.CTR.	089-000-42410		03/06/2015	900.00
Fund 089 - TYLER COUNTY NUTRITION CENTER Total:							2,762.25
Fund: 093 - PAYROLL ACCOUNT							
UNITED STATES TREASURY-I	DFT0001303	03/19/2015	PAYROLL TAXES FOR 03/19/2	093-11000		03/19/2015	45,512.18
UNITED STATES TREASURY-I	DFT0001298	03/05/2015	PAYROLL TAXES FOR 03/05/2	093-11000		03/05/2015	42,232.39
Fund 093 - PAYROLL ACCOUNT Total:							87,744.57
Fund: 095 - STATE- APPELLATE JUDICIAL FUND							
NINTH COURT OF APPEALS	115380	03/06/2015	SB-325 CH. 22/COCLK	095-32516		03/06/2015	60.00
NINTH COURT OF APPEALS	115380	03/06/2015	SB-325 CH. 22/DSCLK	095-32519		03/06/2015	85.00
Fund 095 - STATE- APPELLATE JUDICIAL FUND Total:							145.00
Fund: 113 - CIVIL FEES - ADULT PROBATION							
O'NEAL, MATT	115341	02/27/2015	REIMB.LUNCH/BOARD OF JU	113-000-42104		02/27/2015	76.66
Fund 113 - CIVIL FEES - ADULT PROBATION Total:							76.66
Grand Total:							802,010.07

Report Summary

Fund Summary		Payment Amount
Fund		
010 - GENERAL FUND		469,460.72
021 - ROAD & BRIDGE I		25,853.38
022 - ROAD & BRIDGE II		25,912.33
023 - ROAD & BRIDGE III		67,961.22
024 - ROAD & BRIDGE IV		46,452.80
025 - TYLER CO AIRPORT		185.84
026 - TYLER CO. RODEO ARENA/FAIRGRND		4,190.14
031 - COUNTY CLERK RMP		512.90
033 - SHERIFF FORFEITURE		54.13
036 - LIBRARY FUND		1,092.23
037 - T C COLLECTION CENTER		9,615.42
039 - TXCDBG SMALL BUSINESS LOAN PRJ		557.50
043 - JAIL INTEREST & SINKING		800.00
044 - COURTHOUSE SECURITY		7,224.59
049 - C D A TRUST		1,736.18
052 - ALTERNATE DISPUTE RESOLUTION		405.08
053 - ADULT PROBATION		21,181.31
054 - JUVENILE PROBATION		18,274.26
073 - JUSTICE COURT TECHNOLOGY FUND		40.01
076 - EMERGENCY OPERATIONS CENTER		8,717.59
088 - TJPC-TITLE IVE FUND		1,053.96
089 - TYLER COUNTY NUTRITION CENTER		2,762.25
093 - PAYROLL ACCOUNT		87,744.57
095 - STATE- APPELLATE JUDICIAL FUND		145.00
113 - CIVIL FEES - ADULT PROBATION		76.66
Grand Total:		802,010.07

Account Summary		Payment Amount
Account Number	Account Name	
010-21300	PAYROLL LIABILITIES	57,185.34
010-21310	HEALTH INSURANCE	3,548.30
010-21320	RETIREMENT	41,641.68
010-29999	Due To Other Funds	165,734.82
010-401-40150	CONTINGENCY/HOSPITA	1,359.98
010-401-42111	POSTAGE FOR POSTAGE	3,944.53
010-401-42136	LONG LEAF SOIL & WAT	2,000.00
010-401-42178	CONTINGENCY FOR MIS	31,169.66
010-401-42215	TEXAS GAME WARDENS	64.38
010-401-42231	HOUSING OF TCSO INM	20,578.60
010-401-42233	TRAVEL (COUNTY REPRE	537.58

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Account Summary		
Account Number	Account Name	Payment Amount
010-401-42628	CONTINGENCY FOR LEG	2,702.62
010-401-42643	AUTOPSIES	10,750.00
010-401-42645	JUDICIAL EDUCATION	375.00
010-401-42701	RURAL FIRE PROTECTIO	450.00
010-401-42710	TYLER COUNTY SEARCH	66.24
010-401-48000	MISCELLANEOUS EXPEN	94.43
010-402-42100	OFFICE SUPPLIES	167.72
010-402-42500	TELEPHONE	137.42
010-402-42659	TRAVEL & EDUCATION	25.00
010-405-42500	TELEPHONE	42.89
010-407-42100	OFFICE SUPPLIES	46.44
010-408-42634	COURT APPOINTED ATT	3,600.00
010-408-42637	CPS COURT APPOINTED	6,961.73
010-408-42638	CPS COURT REPORTER	190.00
010-408-42700	PETIT JURORS	1,440.00
010-411-42100	OFFICE SUPPLIES	116.21
010-412-42500	TELEPHONE	77.84
010-412-42661	TRAINING & EDUCATION	150.00
010-413-42500	TELEPHONE	69.06
010-414-42500	TELEPHONE	60.39
010-415-42634	COURT APPOINTED ATT	4,590.00
010-415-42635	COURT REPORTER	746.00
010-415-42700	PETIT JURORS	186.00
010-419-42100	OFFICE SUPPLIES	787.56
010-419-42639	DNA LAB FEES	1,868.00
010-420-42100	OFFICE SUPPLIES	871.40
010-420-42500	TELEPHONE	60.00
010-420-42650	ASSOCIATION DUES	165.00
010-420-42659	TRAVEL & EDUCATION	85.00
010-421-42100	OFFICE SUPPLIES	10.99
010-422-42100	OFFICE SUPPLIES	160.62
010-422-42500	TELEPHONE	119.97
010-422-42659	TRAVEL & EDUCATION	444.16
010-423-42100	OFFICE SUPPLIES	126.00
010-423-42659	TRAVEL & EDUCATION	2,008.02
010-424-42150	UNIFORMS	32.00
010-426-42100	OFFICE SUPPLIES	402.08
010-426-42150	UNIFORMS	376.23
010-426-42182	DEPUTIES SUPPLIES	71.98
010-426-42400	GAS, OIL, GREASE	734.32
010-426-42401	TIRES, TUBES	4,672.75
010-426-42413	REPAIRS TO VEHICLES	632.30

Account Summary		
Account Number	Account Name	Payment Amount
010-426-42500	TELEPHONE	4,112.13
010-426-42656	ANIMAL CONTROL	40.25
010-426-42659	TRAVEL & EDUCATION	3,475.33
010-426-42906	BONDS & LAW ENF. LIAB	142.00
010-427-42108	JAIL SUPPLIES	338.69
010-427-42150	UNIFORMS	163.42
010-427-42157	PRISONER MEALS	3,322.63
010-428-42661	TRAINING & EDUCATION	60.00
010-429-42150	UNIFORMS	518.95
010-429-42500	TELEPHONE	49.44
010-430-42100	OFFICE SUPPLIES	148.96
010-430-42500	TELEPHONE	57.90
010-436-42633	COUNTY HEALTH OFFICE	750.00
010-439-42100	OFFICE SUPPLIES	69.99
010-440-42101	SUPPLIES	2,766.04
010-440-42350	SERVICE CONTRACTS	964.43
010-440-42353	SUPPORT SERVICES	2,689.99
010-440-42600	PROFESSIONAL SERVICE	234.00
010-440-42677	EQUIPMENT LEASE	1,511.43
010-442-42106	JANITORS SUPPLIES	329.55
010-442-42150	UNIFORMS	213.52
010-442-42394	BUILDING INSURANCE	2,324.00
010-442-42411	REPAIRS AT JUSTICE CEN	2,085.00
010-442-42412	REPAIRS TO COURTHOU	9,079.92
010-442-42511	UTILITIES-JUSTICE CENT	4,395.86
010-442-42512	UTILITIES-WHEAT BUILDI	340.42
010-442-42515	UTILITIES-COURTHOUSE	3,055.49
010-442-42516	UTILITIES-BEST BUILDIN	106.29
010-442-42517	UTILITIES-TAX OFFICE	792.68
010-453-43151	BUILDING PROJECTS	47,447.18
010-453-43210	OFFICE EQUIPMENT	646.99
010-453-43600	SHERIFF'S CARS	2,790.00
021-000-40120	HOSPITALIZATION	105.93
021-000-42401	TIRES, TUBES	10.00
021-000-42425	MACHINERY MAINTENA	1,861.74
021-000-42510	UTILITIES	538.25
021-000-42659	TRAVEL & EDUCATION	872.47
021-000-42998	MISCELLANEOUS SUPPLI	148.49
021-21300	PAYROLL LIABILITIES	4,828.03
021-21320	RETIREMENT	3,315.30
021-29999	Due To Other Funds	14,173.17
022-000-40120	HOSPITALIZATION	114.17

Check Register

Payable Dates: 2/20/2015 - 3/20/2015

Account Summary		
Account Number	Account Name	Payment Amount
022-000-42400	GAS, OIL, GREASE	48.95
022-000-42401	TIRES, TUBES	799.61
022-000-42425	MACHINERY MAINTENA	1,233.34
022-000-42500	TELEPHONE	305.25
022-000-42510	UTILITIES	163.77
022-000-42659	TRAVEL & EDUCATION	389.85
022-000-42998	MISCELLANEOUS SUPPLI	176.37
022-21300	PAYROLL LIABILITIES	5,283.00
022-21320	RETIREMENT	3,522.43
022-29999	Due To Other Funds	13,875.59
023-000-40120	HOSPITALIZATION	194.07
023-000-42160	ROAD MATERIAL	23,278.44
023-000-42161	CULVERTS	10,175.92
023-000-42401	TIRES, TUBES	295.45
023-000-42425	MACHINERY MAINTENA	2,042.65
023-000-42500	TELEPHONE	1,082.37
023-000-42510	UTILITIES	369.83
023-000-42998	MISCELLANEOUS SUPPLI	25.98
023-21300	PAYROLL LIABILITIES	5,747.56
023-21320	RETIREMENT	4,738.19
023-29999	Due To Other Funds	20,010.76
024-000-40120	HOSPITALIZATION	113.52
024-000-42160	ROAD MATERIAL	8,989.34
024-000-42161	CULVERTS	10,175.93
024-000-42401	TIRES, TUBES	1,209.00
024-000-42425	MACHINERY MAINTENA	3,616.48
024-000-42500	TELEPHONE	117.59
024-000-42510	UTILITIES	71.51
024-000-42659	TRAVEL & EDUCATION	874.17
024-000-42998	MISCELLANEOUS SUPPLI	24.98
024-21300	PAYROLL LIABILITIES	4,769.29
024-21320	RETIREMENT	3,314.37
024-29999	Due To Other Funds	13,176.62
025-000-42510	UTILITIES	185.84
026-000-42410	REPAIRS & MAINTENAN	3,995.44
026-000-42510	UTILITIES	194.70
031-21300	PAYROLL LIABILITIES	66.08
031-21320	RETIREMENT	78.10
031-29999	Due To Other Funds	368.72
033-000-48000	UNIFORMS/MISC. EXPE	54.13
036-000-48007	LIBRARY BOOKS & SUPP	1,092.23
037-000-40120	HOSPITALIZATION	26.73

Account Summary		
Account Number	Account Name	Payment Amount
037-000-42177	CONTAINER HAULS	2,612.20
037-000-42425	MACHINERY MAINTENA	28.50
037-000-42510	UTILITIES	300.32
037-000-42998	MISCELLANEOUS SUPPLI	224.57
037-21300	PAYROLL LIABILITIES	1,318.18
037-21320	RETIREMENT	978.08
037-29999	Due To Other Funds	4,126.84
039-000-44300	LOAN REPAYMENT	557.50
043-000-42410	REPAIRS & MAINTENAN	800.00
044-000-42499	MISCELLANEOUS EXPEN	1,500.00
044-000-43200	PURCHASE OF EQUIPME	3,110.00
044-21300	PAYROLL LIABILITIES	319.76
044-21320	RETIREMENT	279.27
044-29999	Due To Other Funds	2,015.56
049-000-42908	RESTITUTION MISC. EXP	1,736.18
052-000-42600	PROFESSIONAL SERVICE	405.08
053-000-42104	SUPPLIES & OPERATING	51.96
053-000-42602	PROFESSIONAL FEES	1,045.00
053-21300	PAYROLL LIABILITIES	4,622.40
053-21320	RETIREMENT	2,801.91
053-29999	Due To Other Funds	10,660.04
053-434-42629	CCP CONTRACT SERV FO	2,000.00
054-21300	PAYROLL LIABILITIES	3,335.88
054-21320	RETIREMENT	2,216.14
054-29999	Due To Other Funds	8,452.65
054-438-42666	GRANT 'M' TRAINING &	299.58
054-451-42100	OFFICE SUPPLIES	127.81
054-451-42659	TRAVEL & EDUCATION	302.93
054-455-40120	HOSPITALIZATION	105.27
054-457-42907	RESTITUTION	84.00
054-457-42908	RESTITUTION MISC. EXP	1,300.00
054-459-42348	ASSESSMENTS OR EVAL	2,050.00
073-000-42101	SUPPLIES	40.01
076-000-40120	HOSPITALIZATION	67.00
076-000-42100	OFFICE SUPPLIES	33.00
076-000-42416	VEHICLE OPERATIONS/	158.47
076-000-42663	TRAINING & TRAVEL REI	37.95
076-21300	PAYROLL LIABILITIES	1,842.56
076-21320	RETIREMENT	1,305.16
076-29999	Due To Other Funds	5,273.45
088-000-42499	MISCELLANEOUS EXPEN	188.50
088-21300	PAYROLL LIABILITIES	169.31

Account Summary		
Account Number	Account Name	Payment Amount
088-21320	RETIREMENT	111.28
088-29999	Due To Other Funds	584.87
089-000-42204	SENIOR ACTIVITIES	190.30
089-000-42410	REPAIRS & MAINTENAN	2,504.07
089-000-42510	UTILITIES	67.88
093-11000	Due From Other Funds	87,744.57
095-32516	COUNTY CLERK FEES	60.00
095-32519	DISTRICT CLERK FEES	85.00
113-000-42104	SUPPLIES & OPERATING	76.66
	Grand Total:	802,010.07

Project Account Summary		Payment Amount
Project Account Key		
None		802,010.07
	Grand Total:	802,010.07

Carter Appraisals
233 Private Road 8264
Woodville, Tx 75979
409-331-0044

01/26/2015

Client: Tyler County Commissioners Court
Tyler County Courthouse
Woodville Texas, 75979

RE Client: Tyler County Commissioners
Veterans Way
Woodville, Tx 75979
File No Veterans Way
Case No 1.11 acres

Dear Mr Nash

In accordance with your request, I have personally inspected and prepared an appraisal report of the real property located at:

Veterans Way, Woodville, Tx 75979

The purpose of this appraisal is to estimate the market value of the property described in the body of this appraisal report.

Enclosed, please find the appraisal report which describes certain data gathered during our investigation of the property. The methods of approach and reasoning in the valuation of the various physical and economic factors of the subject property are contained in this report.

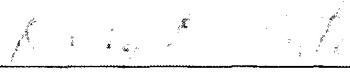
An inspection of the property and a study of pertinent factors, including valuation trends and an analysis of neighborhood data, led the appraiser to the conclusion that the market value, as of 01/22/2015 is:

\$ 546,000

The opinion of value expressed in this report is contingent upon the limiting conditions attached to this report.

It has been a pleasure to assist you. If I may be of further service to you in the future, please let me know.

Respectfully submitted,

Signature: 

Randy B. Carter
Appraiser

INVOICE

Date 01/26/2015

File No Veterans Way
Case No 1.11 acres

Prepared for

Client: Tyler County Commissioners Court
Tyler County Courthouse
Woodville Texas. 75979

Property Appraised:

Client: Tyler County Commissioners
Veterans Way
Woodville Tx 75979

Work Performed

Appraisal of 1.11 Acres - Land	\$ 450.00
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Total Amount Due	\$ 450.00

Please make checks payable to

Carter Appraisals
233 Private Road 8264
Woodville, Tx 75979
409-331-0044 fax 331-0470
EIN-27-0030589
Randy B Carter, Appraiser

APPRAISAL REPORT

CLIENT	PREPARED FOR: Tyler County Commissioner Pat *
LENDER	LENDER/CLIENT: Client: Tyler County Commissioners Court
ADDRESS	SUBJECT PROPERTY Veterans Way
CITY	Woodville, Tx 75979
COUNTY OF	Tyler
DATE	APPRAISAL AS OF: 01/22/2015
APPRAISER	PREPARED BY: <u>Randy B. Carter</u>
COMPANY	<u>Carter Appraisals</u>

Carter Appraisals
COMMENT ADDENDUM

File No. Veterans Way
Case No. 1.11 acres

Borrower: Client: Tyler County Commissioners

Property Address Veterans Way

City Woodville County Tyler State Tx Zip Code 75979

Lender/Client: Client: Tyler County Commissioners Court Address Tyler County Courthouse, Woodville Texas, 75979

Appraisal Summary:

1. I hold myself out to the public as a Certified Appraiser in the State of Texas.
2. I am qualified to make appraisals of the type of property being appraised.

The subject property is a 1.11 acre tract more or less, of vacant, cleared, city land that is located between the Tyler County Nutrition Center and VFW Post 2033 on Veterans Way within the City of Woodville, Tx. in central Tyler County--

The subject is a rectangular shaped tract of land that is accessible by a paved city street - the subject is high and dry and has good road access-- all city utilities are available to the tract --

The subject ownership history from the local taxing authorities, show that the subject is in the name of VFW Post 2033- Woodville Tx.

Adequate Market Data was available and included in this report development - to reflect Local Market Reaction of the subject area for the intended user.

The Intended User of this report is the Lender/Client. The Intended Use is to evaluate the property that is the subject of this appraisal for making a collateral decision for a transfer of ownership and or mortgage finance transaction, subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of this appraisal report form, and Definition of Market Value. No additional Intended Users are identified by the appraiser.

Randy B. Carter, Appraiser

LAND APPRAISAL REPORT

File No. Veterans Way
Case No. 1.11 acres

Borrower Client: Tyler County Commissioners
Property Address: Veterans Way
City: Woodville
Legal Description: A-657 J. Wheat Survey 1.11 Acres +/-

Location: Urban, Suburban, Rural
Built Up: Over 75%, 25% to 75%, Under 25%
Growth Rate: Rapid, Steady, Slow
Property Values: Increasing, Stable, Declining

Comments including those factors favorable or unfavorable affecting marketability, e.g. public parks, schools, view, noise, market conditions are average for properties in this neighborhood due to favorable supply and demand trends and low marketing times.

Dimensions: Legal Description, 1.11 Acres
Zoning Classification: No Zoning-Typical-no deed restrictions-similar comps
Highest and best use: Present use

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those terms of significant variation between the subject and comparable properties.

Table with 4 columns: SUBJECT PROPERTY, COMPARABLE NO. 1, COMPARABLE NO. 2, COMPARABLE NO. 3. Rows include Address, Proximity to Subject, Sales Price, Price per acre, Data Source, Date of Sale and Time Adjustment, Location, Site View, Access/Topo, Shape/Utility, Highest/Best Use, Amenities, Sales or Financing, Concessions, Net Adj. (Total), Indicated Value of Subject.

Comments on Market Data: All sales are comparable vacant land tracts. Local Market Reaction indicates that the larger the land tract size - the lower the per acre unit price - and the smaller the land size - the higher the unit price per acre.

Comments and Conditions of Appraisal: Market value is based on cash value sales with typical financing available. This Appraisal assumes no latent defects exist that effects Market Value or to be hazardous to ones health or well being.

Final Reconciliation: The value indicated by the market approach is considered the most reliable indicator when appraising vacant property. The 3 Comparable sales were located nearby-lending credence to neighborhood values.

ESTIMATE THE MARKET VALUE AS DEFINED OF SUBJECT PROPERTY AS OF 01/22/2015 to be \$ 48,000

Appraiser(s): Randy B. Carter
Date Report Signed: 01/26/2015
State Certification #: 1326350-G, State: Texas

Carter Appraisals
COMMENT ADDENDUM

File No. Veterans Way
Case No. 1.11 acres

Borrower Client: Tyler County Commissioners

Property Address Veterans Way

City Woodville County Tyler State Tx Zip Code 75979

Lender/Client Client: Tyler County Commissioners Court Address Tyler County Courthouse, Woodville Texas, 75979

---- Comparable Sale #1 - 310 Veterans Way 1.398 acres -

This is a very recent sale of a very similar tract located just across the street from the subject----It has adjustments for the tract size and also for having an existing old vacant metal shop building on it... (now being utilized as Oscar's Automotive Repair Shop)

----Comparable Sale #2 - South Magnolia 4.195 acres-

This is a 2012 sale of similar vacant land also located just across the street from the subject---- It has adjustments for land tract size and also for having access and frontage on South Magnolia-(US Hwy 69) -- a major thoroughfare through the city of Woodville.

----Comparable Sale #3 - Hwy 287-Pine Street 0.252 acre-

This is a 2012 sale of a smaller lot or tract on the other side of town....it has adjustments for the land tract size and also for having access and frontage to Pine Street (State Hwy 287)...a much less traveled, but also a thoroughfare through the city of Woodville.

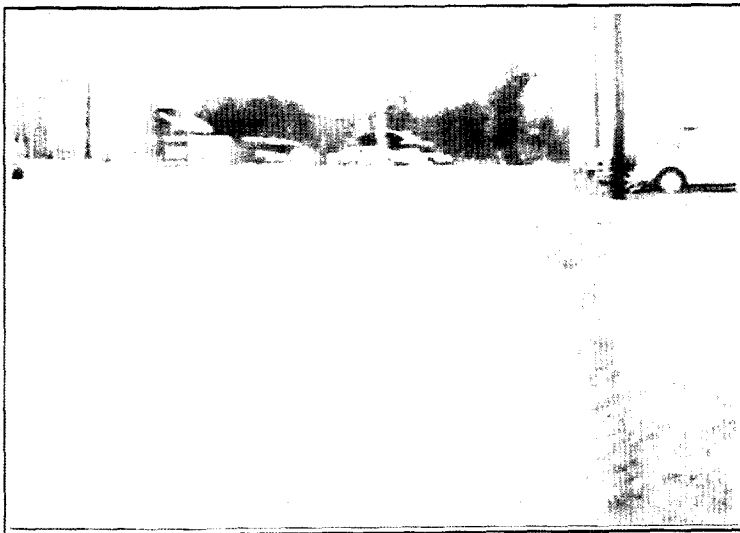
Carter Appraisals
SUBJECT PHOTO ADDENDUM

File No. Veterans Way
Case No. 1.11 acres

Borrower/Client: Tyler County Commissioners
Property Address: Veterans Way
City: Woodville County: Tyler State: Tx Zip Code: 75979
Lender/Client: Client: Tyler County Commissioners Court Address: Tyler County Courthouse Woodville Texas 75979

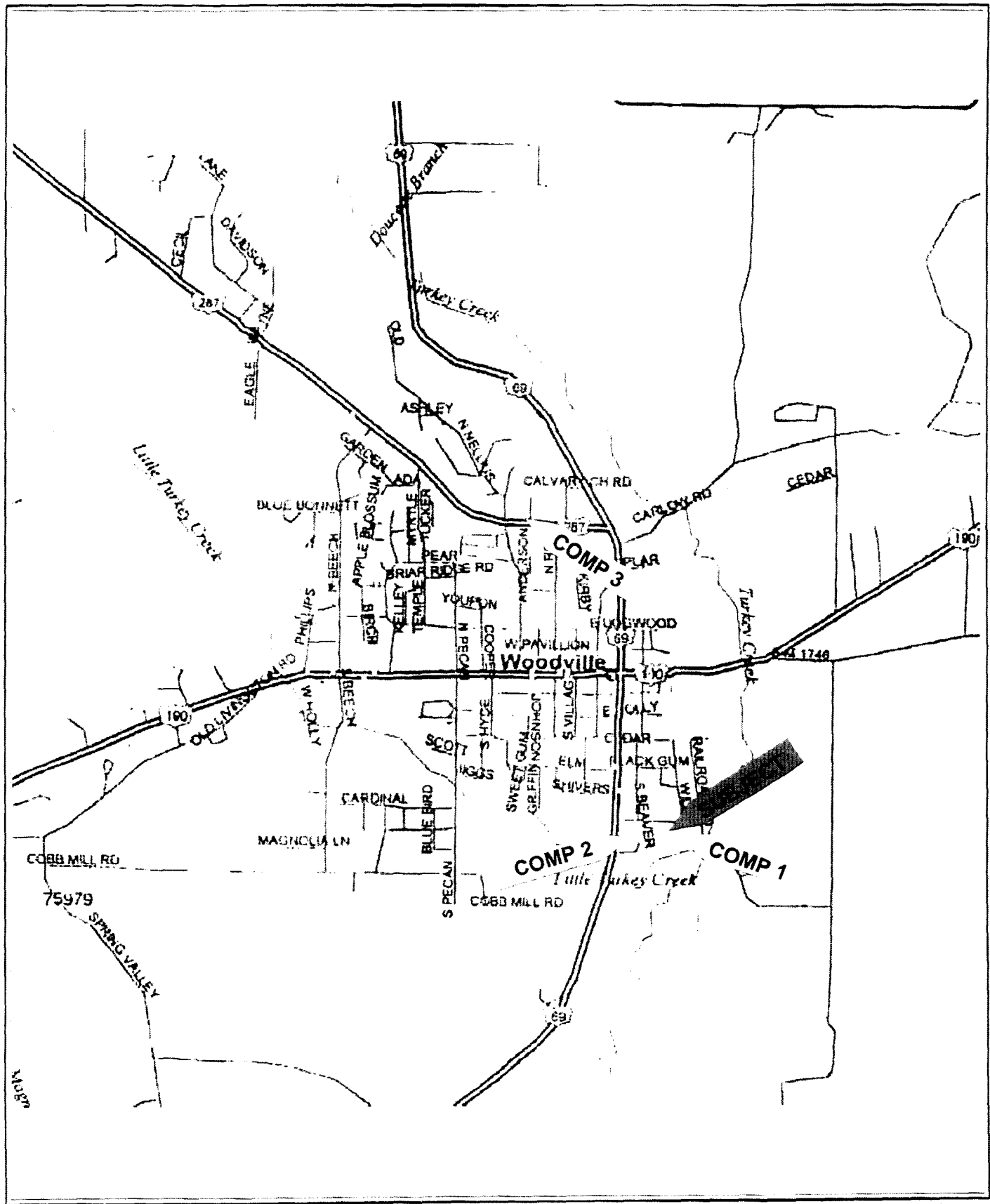


Subject: 1.11 acres more or less
Veterans Way, Woodville, Tx



Street View along Veterans Way
in front of subject tract

Borrower Client: Tyler County Commissioners						
Property Address: Veterans Way						
City: Woodville	County: Tyler	State: Tx	Zip Code: 75979			
Lender/Client: Client, Tyler County Commissioners Court		Address: Tyler County Courthouse, Woodville Texas, 75979				



This appraisal report is subject to the scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the subject property; (2) inspect the neighborhood; (3) inspect each of the comparable sales from at least the street; (4) research, verify, and analyze data from reliable public and/or private sources; and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well-informed or well-advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. The appraiser has noted in this appraisal report any adverse conditions (such as the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent deficiencies or adverse conditions of the property (such as, but not limited to, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
5. If the appraiser has based his or her appraisal report and valuation conclusion for an appraisal subject to certain conditions, it is assumed that the conditions will be met in a satisfactory manner.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the subject property. I reported the site characteristics in factual, specific terms.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
9. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
10. I have knowledge and experience in appraising this type of property in this market area.
11. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
12. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
13. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
14. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
15. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
16. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
17. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
18. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
19. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.
20. The lender/client may disclose or distribute this appraisal report to: the borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, other secondary market participants, data collection or reporting services, professional appraisal organizations, any department agency, or instrumentality of the United States and any state, the District of Columbia, or other jurisdictions, without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

21. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

22. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature" as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.

4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature" as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature *Randy B. Carter*

Name Randy B. Carter

Company Name Carter Appraisals

Company Address 233 Private Road 8254

Woodville, Tx 75979

Telephone Number 409-331-0044

Email Address _____

Date of Signature and Report 01/26/2015

Effective Date of Appraisal 01/22/2015

State Certification # 1326350-G

or State License # _____

or Other (describe) _____ State # _____

State Texas

Expiration Date of Certification or License 07/31/2016

ADDRESS OF PROPERTY APPRAISED

Veterans Way

Woodville, Tx 75979

APPRAISED VALUE OF SUBJECT PROPERTY \$ \$48,000

LENDER/CLIENT

Name _____

Company Name Client, Tyler County Commissioners Court

Company Address Tyler County Courthouse

Woodville Texas, 75979

Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____

Name _____

Company Name _____

Company Address _____

Telephone Number _____

Email Address _____

Date of Signature _____

State Certification # _____

or State License # _____

State _____

Expiration Date of Certification or License _____

SUBJECT PROPERTY

Did not inspect subject property

Did inspect exterior of subject property from street

Date of Inspection _____

Did inspect interior and exterior of subject property

Date of Inspection _____

COMPARABLE SALES

Did not inspect exterior of comparable sales from street

Did inspect exterior of comparable sales from street

Date of Inspection _____

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently, knowledgeable and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

CERTIFICATION AND STATEMENT OF LIMITING CONDITIONS

CERTIFICATION: The Appraiser certifies and agrees that:

1. The Appraiser has no present or contemplated future interest in the property appraised, and neither the employment to make the appraisal, nor the compensation for it, is contingent upon the appraised value of the property.
2. The Appraiser has no personal interest in or bias with respect to the subject matter of the appraisal report or the participants to the sale. The Estimate of Market Value in the appraisal report is not based in whole or in part upon the race, color, or national origin of the prospective owners or occupants of the property appraised, or upon the race, color or national origin of the present owners or occupants of the properties in the vicinity of the property appraised.
3. The Appraiser has personally inspected the property, both inside and out, and has made an exterior inspection of all comparable sales listed in the report. To the best of the Appraiser's knowledge and belief, all statements and information in this report are true and correct, and the Appraiser has not knowingly withheld any significant information.
4. All contingent and limiting conditions are contained herein (imposed by the terms of the assignment or by the undersigned affecting the analyses, opinions, and conclusions contained in the report).
5. This appraisal report has been made in conformity with and is subject to the requirements of the Code of Professional Ethics and Standards of Professional Conduct of the appraisal organizations with which the Appraiser is affiliated.
6. All conclusions and opinions concerning the real estate that are set forth in the appraisal report were prepared by the Appraiser whose signature appears on the appraisal report, unless indicated as Review Appraiser. No change of any item in the appraisal report shall be made by anyone other than the Appraiser, and the Appraiser shall have no responsibility for any such unauthorized change.

CONTINGENT AND LIMITING CONDITIONS: The certification of the Appraiser appearing in the appraisal report is subject to the following conditions and to such other specific and limiting conditions as are set forth by the Appraiser in the report.

1. The Appraiser assumes no responsibility for matters of a legal nature affecting the property appraised or the title thereto, nor does the Appraiser render any opinion as to the title, which is assumed to be good and marketable. The property is appraised as though under responsible ownership.
2. Any sketch in the report may show approximate dimensions and is included to assist the reader in visualizing the property. The Appraiser has made no survey of the property.
3. The Appraiser is not required to give testimony or appear in court because of having made the appraisal with reference to the property in question, unless arrangements have been previously made therefor.
4. Any distribution of the valuation in the report between land and improvements applies only under the existing program of utilization. The separate valuation for land and building must not be used in conjunction with any other appraisal and are invalid if so used.
5. The Appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The Appraiser assumes no responsibility for such conditions, or for engineering which might be required to discover such factors.
6. Information, estimates, and opinions furnished to the Appraiser and contained in the report, were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished the Appraiser can be assumed by the Appraiser.
7. Disclosure of the contents of the appraisal report is governed by the Bylaws and Regulations of the professional appraisal organizations with which the Appraiser is affiliated.
8. Neither all, nor any part of the content of the report, or copy thereof (including conclusions as to the property value, the identity of the Appraiser, professional designations, reference to any professional appraisal organizations, or the firm with which the Appraiser is connected) shall be used for any purposes by anyone but the client specified in the report, the borrower if appraisal fee paid by same, the mortgagee or its successors and assigns, mortgage insurers, consultants, professional appraisal organizations, any state or federally approved financial institution, any department, agency, or instrumentality of the United States or any state or the District of Columbia, without the previous written consent of the Appraiser, nor shall it be conveyed by anyone to the public through advertising, public relations, news, sales, or other media, without the written consent and approval of the Appraiser.
9. On all appraisals subject to satisfactory completion, repairs, or alterations, the appraisal report and value conclusion are contingent upon completion of the improvements in a workmanlike manner.

ENVIRONMENTAL DISCLAIMER: The value estimated is based on the assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions unless otherwise stated in this report. The appraiser is not an expert in the identification of hazardous substances or detrimental environmental conditions. The appraiser's routine inspection of and inquiries about the subject property did not develop any information that indicated any apparent significant hazardous substances or detrimental environmental conditions which would affect the property negatively unless otherwise stated in this report. It is possible that tests and inspections made by a qualified hazardous substance and environmental expert would reveal the existence of hazardous substances or detrimental environmental conditions on or around the property that would negatively affect its value.

Date: 01/26/2015

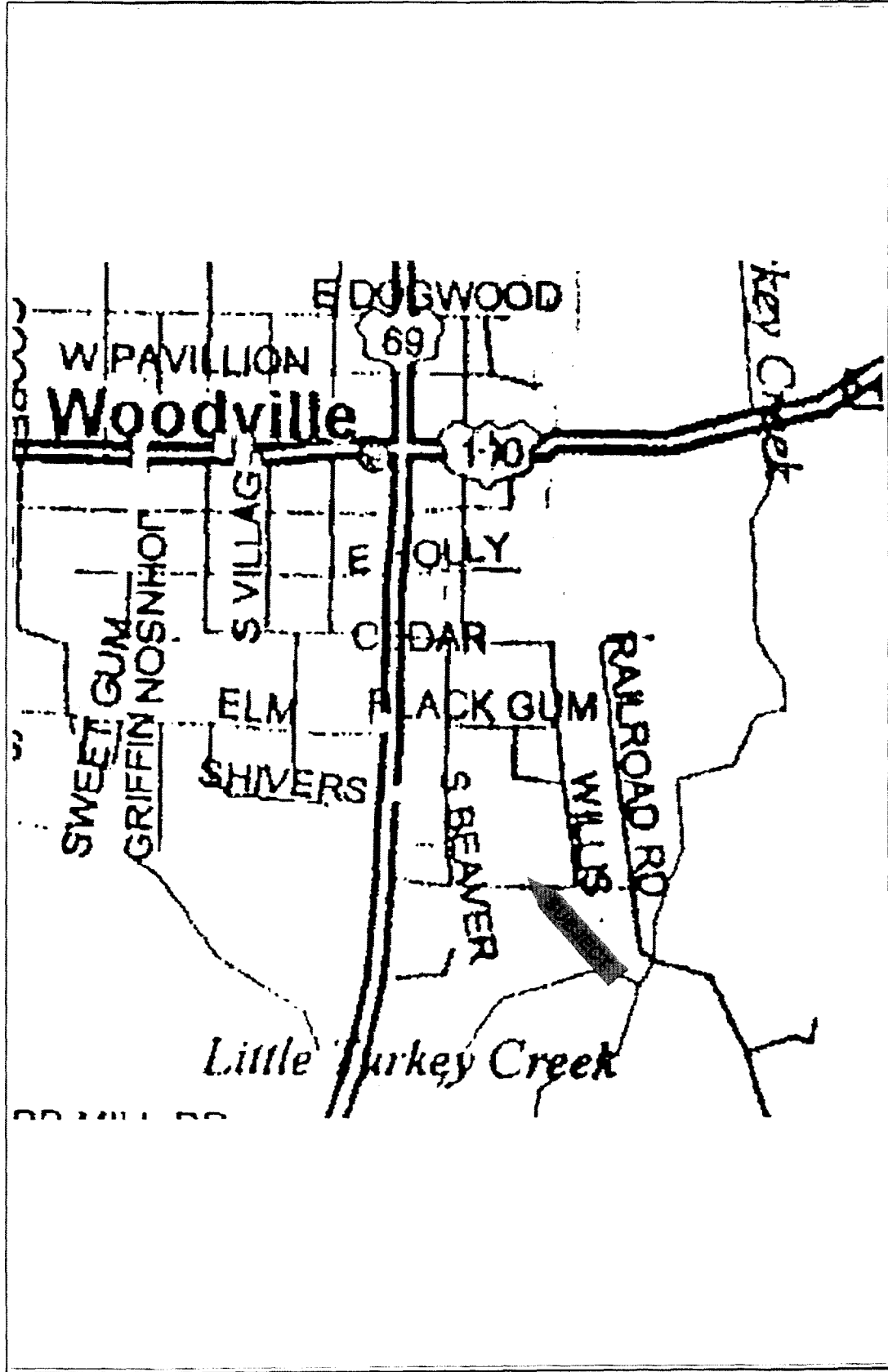
Appraiser(s):

Randy B. Carter

NEIGHBORHOOD MAP

File No Veterans Way
Case No 1.11 acres

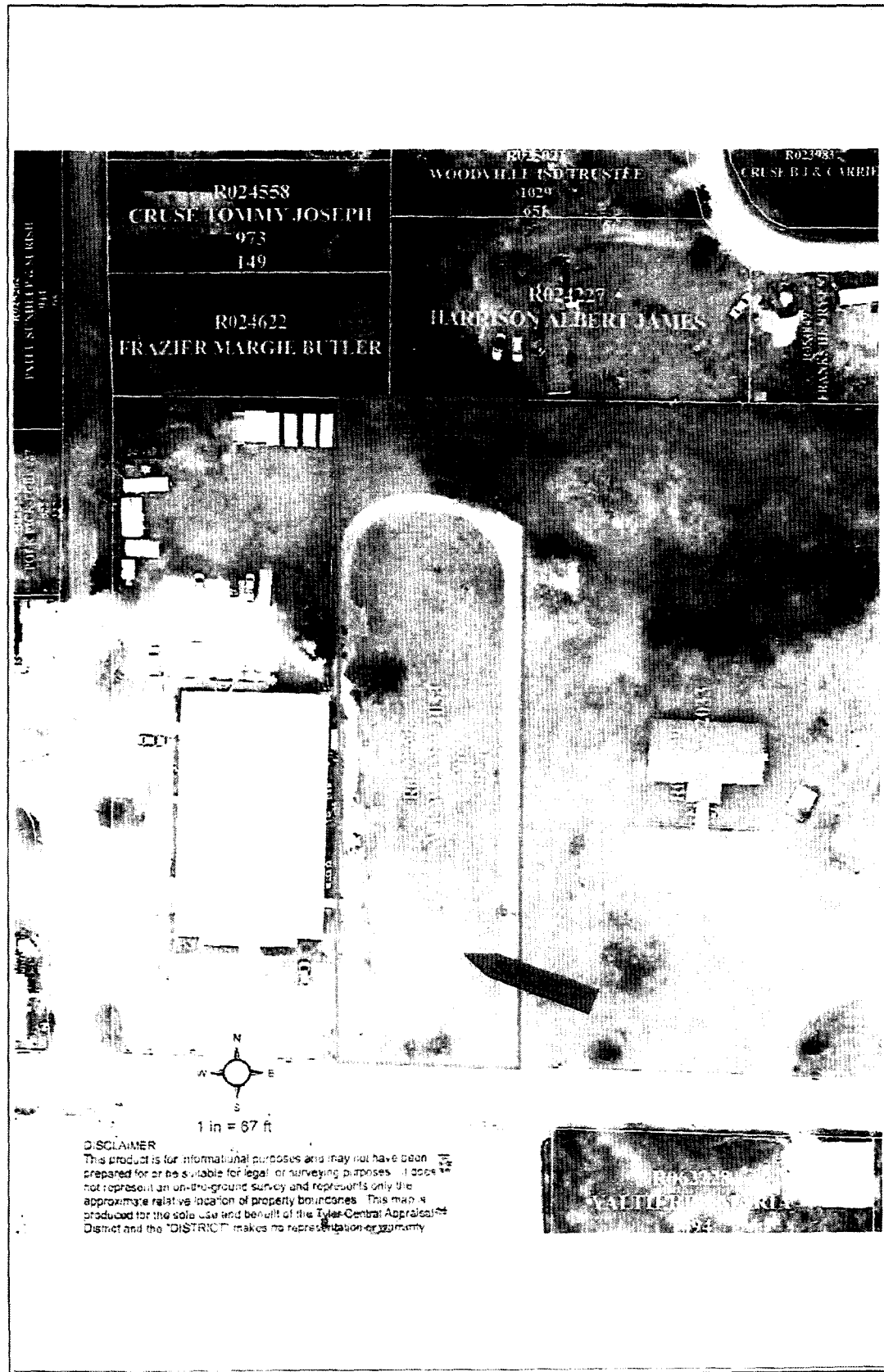
Borrower Client: Tyler County Commissioners
Property Address: Veterans Way
City: Woodville County: Tyler State: Tx Zip Code: 75979
Lender/Client: Client: Tyler County Commissioners Court Address: Tyler County Courthouse, Woodville Texas, 75979



Center Appraisals
SITE LOCATION MAP

File No. Veterans Way
Case No. 1.11 acres

Borrower Client: Tyler County Commissioners
Property Address: Veterans Way
City: Woodville County: Tyler State: Tx Zip Code: 75938
Lender/Client: Client: Tyler County Commissioners Court Address: Tyler County Courthouse, Woodville Texas, 75979

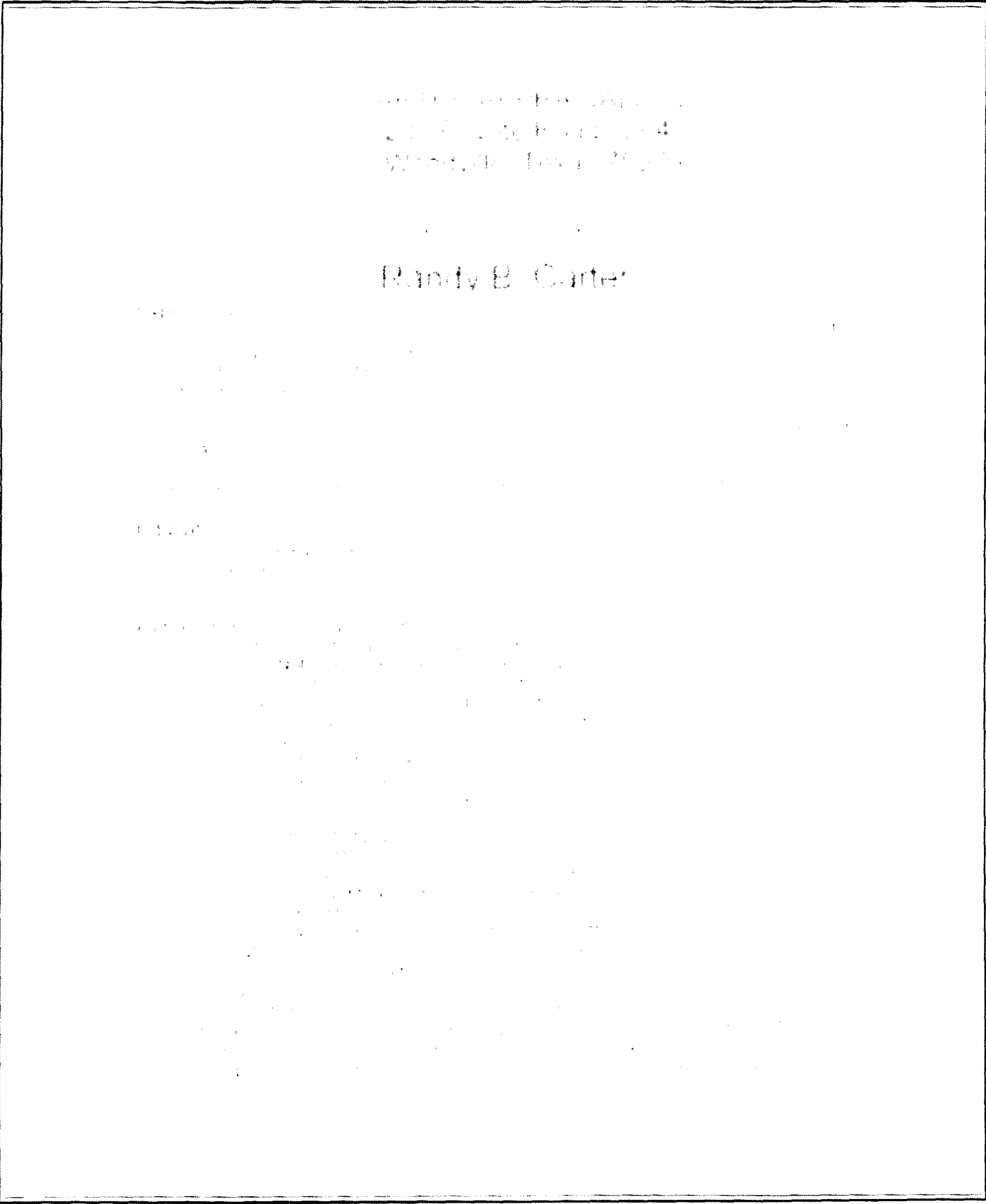


Borrower Client: Tyler County Commissioners

Property Address Veterans Way

City Woodville County Tyler State Tx Zip Code 75979

Lender/Client Client: Tyler County Commissioners Court Address Tyler County Courthouse, Woodville Texas, 75979



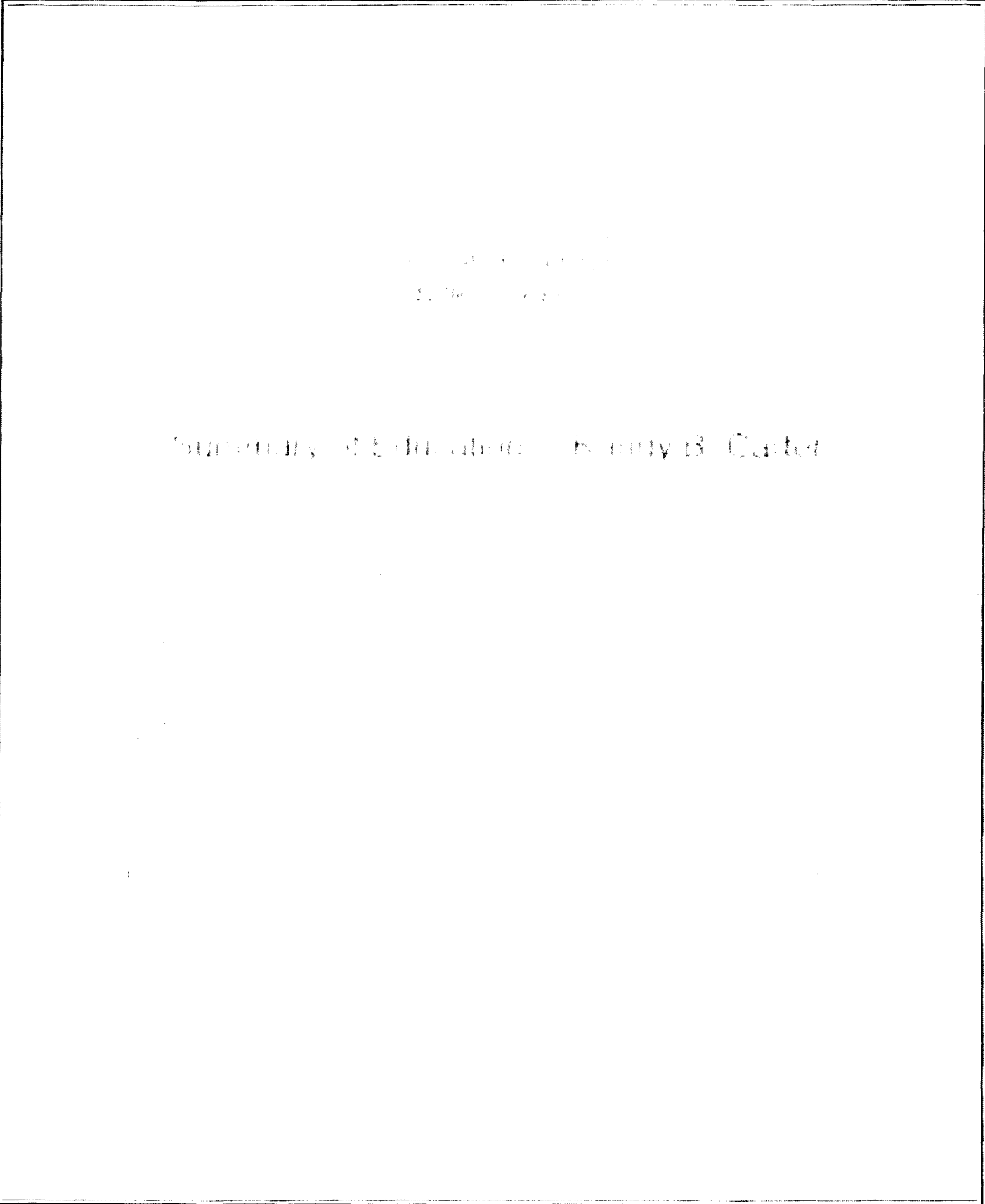
Randy B. Carter

Borrower / Client: Tyler County Commisioners

Property Address: Veterans Way

City: Woodville County: Tyler State: Tx Zip Code: 75979

Lender/Client: Client: Tyler County Commissioners Court Address: Tyler County Courthouse, Woodville Texas, 75979



Borrower/Client: Tyler County Commissioners
Property Address: Veterans Way
City: Woodville County: Tyler State: Tx Zip Code: 75979
Lender/Client: Tyler County Commissioners Court Address: Tyler County Courthouse, Woodville Texas, 75979

Texas Appraiser Licensing and Certification Board

P.O. Box 12188 Austin, Texas 78711-2188
Certified General Real Estate Appraiser

Number: **TX 1326350 G**
Issued: **05/16/2014** Expires: **07/31/2016**
Appraiser: **RANDY BRUCE CARTER**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103, is authorized to use this title, Certified General Real Estate Appraiser.


Douglas E. Oldmixon
Commissioner

AN ACT

relating to notice requirements for a county selling surplus or salvage property.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Section 263.153, Local Government Code, is amended by adding Subsection (c) to read as follows:

(c) A county that contracts with an auctioneer licensed under Chapter 1492, Occupations Code, who uses an Internet auction site offering online bidding through the Internet to sell surplus or salvage property under this subchapter having an estimated value of not more than \$500 shall satisfy the notice requirement under this section by posting the property on the site for at least 10 days unless the property is sold before the 10th day.

SECTION 2. This Act takes effect immediately if it receives a vote of two-thirds of all the members elected to each house, as provided by Section 39, Article III, Texas Constitution. If this Act does not receive the vote necessary for immediate effect, this Act takes effect September 1, 2009.

President of the Senate

Speaker of the House

I certify that H.B. No. 2859 was passed by the House on May 11, 2009, by the following vote: Yeas 140, Nays 0, 2 present, not voting; and that the House concurred in Senate amendments to H.B. No. 2859 on May 29, 2009, by the following vote: Yeas 141, Nays 0, 1 present, not voting.

Chief Clerk of the House

I certify that H.B. No. 2859 was passed by the Senate, with amendments, on May 25, 2009, by the following vote: Yeas 31, Nays 0.

Secretary of the Senate

APPROVED: _____

Date

Governor



CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:

HT06-14

Date Prepared:

6-Mar-2015

This Form must be prepared by Contractor and given to End User. The H-GAC administrative fee shall be shown in Section F. End User issues PO to Contractor, and MUST also fax a copy of PO, together with completed Pricing Worksheet, to H-GAC at 713-993-4548. Please type or print legibly.

Buying Agency:	Tyler County	Contractor:	Grande Truck Center
Contact Person:	Sue Shaw	Prepared By:	Terry Anderson
Phone:	(409) 283-7012	Phone:	210-966-7133
Fax:	(409) 283-6307	Fax:	210-966-7226
Email:	compct1@co.tyler.tx.us	Email:	tanderson@grandetruck.com

Product Code:	M2	Description:	VNM64T200, Conv. Cab, SBFA, TRA, Tractor	59,900
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract:

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.

(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
084-486 22.5X8.25 HAYES LEMMERZ STEEL PG	525	402-057 57" OVERHANG	525
085-486 22.5X8.25 HAYES LEMMERZ STEEL PG	525	403-005 11.81"X3.54"X.31" STRAIGHT STEEL R	525
094-674 11R22.5H BRIDGESTONE M770 (24020)	776	40-12 5 POUND ABC DRY TYPE, RECHARGE	525
101-784 VOLVO D11-385 HP 1450 LB-FT - EPA	1,223	424-142 SINGLE 75 GALLON LHD SHAPE FURN	525
250-092 EATON 15.5" 2 PLATE CERAMETALLIC	525	4V-31 TRIANGLE REFLECTOR KIT	525
271-30 AIR RIDE CAB S1 SUSPENSION WITH LA	525	520-035 NATIONAL COMFORT AIR SUSPENSIO	525
330-444 MERITOR RT46 160 46,000 LB CAPACI	2,533	521-038 NATIONAL STATIONARY TOOL BOX	525
350-424 46,000 LB VOLVO AIR SUSPENSION 54	1,116	5E-B1 LOWER RADIATOR HEAVY DUTY RO	525
370-403 VOLVO VFL1 14,600 LB FRONT SPRING	525	783-002 REAR BRAKE BENDIX SPECIF. CAST	525
400-175 17.5" WHEELBASE	525	1Q-03 BRAKE LINING MATERIAL FRONT, BC	525
425-M12 15 12-15 CU YD DUMP	14,329		
411 PUP TRAILER TOW HITCH	2,110		
		Subtotal From Additional Sheet(s):	6,001
		Subtotal B:	66,458

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.

(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
35000 CONSTRUCTION VOCATION CODE	17,422		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	17,422

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 18.7%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
		GTCPRT FREIGHT 57 @ \$2.25 MILE	128
		Subtotal D:	128

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D)

Quantity Ordered:	1	X Subtotal of A + B + C + D:	113,938.00	=	Subtotal E:	113,938
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F. H-GAC Fee Calculation (From Current Fee Tables)

		Subtotal F:	600
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G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost
		Subtotal G:	-

Delivery Date:

H. Total Purchase Price (E + F + G): 114,538

RESOLUTION

State of Texas §

County of Tyler §

WHEREAS, The Tyler County Commissioners Court finds it in the best interest of the citizens of Tyler County that the **Violence Against Women Special Prosecutor** be operated **September 1, 2015 thru August 31, 2016**; and

WHEREAS, Tyler County Commissioners Court agrees to provide the minimum matching percentage for the said project as required by the Office of the Governor, Criminal Justice Division, **Violence Against Women Act (VAWA)** Solicitation for grant application; and

WHEREAS, Tyler County Commissioners Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, Tyler County Commissioners Court assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, Tyler County Commissioners Court designates the County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Tyler County Commissioners Court approves submission of the grant application for the **Violence Against Women Special Prosecutor** to the Office of the Governor, Criminal Justice Division.

PASSED AND APPROVED by the Tyler County Commissioners Court this _____ day of _____ 20_____.

County Judge

Commissioner Pct. 1

Commissioner Pct. 3

Commissioner Pct. 2

Commissioner Pct. 4

ATTEST: _____
County Clerk

Grant Application Confirmation Number: **23082-06**

RESOLUTION

State of Texas §

County of Tyler §

WHEREAS, The Tyler County Commissioners Court finds it in the best interest of the citizens of Tyler County that the **Crime Victims Coordinator** be operated **September 1, 2015 through August 31, 2016**; and

WHEREAS, Tyler County Commissioners Court agrees to provide the minimum matching percentage for the said project as required by the Office of the Governor, Criminal Justice Division, **Victims of Crime Act (VOCA)** grant application; and

WHEREAS, Tyler County Commissioners Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, Tyler County Commissioners Court assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, Tyler County Commissioners Court designates the County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Tyler County Commissioners Court approves submission of the grant application for the **Crime Victims Coordinator** to the Office of the Governor, Criminal Justice Division.

PASSED AND APPROVED by the Tyler County Commissioners Court this _____ day of _____ 20_____.

Tyler County Judge

Commissioner Pct. 1

Commissioner Pct. 3

Commissioner Pct. 2

Commissioner Pct. 4

ATTEST: _____
County Clerk

Grant Application Confirmation Number: **28154-02**

ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM
HHS CONTRACT NUMBER 2015-045991-001

The DUA between HHS and CONTRACTOR establishes the permitted and required uses and disclosures of Confidential Information by CONTRACTOR.

CONTRACTOR has subcontracted with _____
(SUBCONTRACTOR) for performance of duties on behalf of CONTRACTOR which are subject to the DUA. SUBCONTRACTOR acknowledges, understands and agrees to be bound by the identical terms and conditions applicable to CONTRACTOR under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. CONTRACTOR and SUBCONTRACTOR agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right but not the obligation to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

CONTRACTOR and SUBCONTRACTOR assure HHS that any Breach or Event as defined by the DUA that SUBCONTRACTOR Discovers will be reported to HHS by CONTRACTOR in the time, manner and content required by the DUA.

If CONTRACTOR knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by SUBCONTRACTOR that constitutes a material breach or violation of the DUA or the SUBCONTRACTOR's obligations CONTRACTOR will:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with SUBCONTRACTOR, if feasible;
3. Notify HHS immediately upon reasonably discovery of the pattern of activity or practice of SUBCONTRACTOR that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps CONTRACTOR is taking to cure or end the violation or terminate SUBCONTRACTOR's contract or arrangement.

This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.

CONTRACTOR

SUBCONTRACTOR

BY: <u>Jacques L. Blanchette</u>	BY: _____
NAME: <u>Jacques L. Blanchette</u>	NAME: _____
TITLE: <u>County Judge</u>	TITLE: _____
DATE: <u>March 19</u> , 2015.	DATE: _____

**DATA USE AGREEMENT
BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES ENTERPRISE
AND
TYLER COUNTY ("CONTRACTOR")**

This Data Use Agreement ("DUA"), effective as of the date signed below ("Effective Date"), is entered into by and between the Texas Health and Human Services Enterprise agency Department of State Health Services ("HHS") and TYLER COUNTY ("CONTRACTOR"), and incorporated into the terms of HHS Contract No. 2015-045991-001 in Travis County, Texas (the "Base Contract").

ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with CONTRACTOR, and describe CONTRACTOR's rights and obligations with respect to the Confidential Information and the limited purposes for which the CONTRACTOR may create, receive, maintain, use, disclose or have access to Confidential Information. **45 CFR 164.508(2)(ii)(A)** This DUA also describes HHS's remedies in the event of CONTRACTOR's noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

ARTICLE 2. DEFINITIONS

For the purposes of this DUA, **capitalized, underlined terms have the meanings set forth in the following:** Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq.*) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

"Authorized Purpose" means the specific purpose or purposes described in the Scope of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

"Authorized User" means a Person:

- (1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;
- (2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and
- (3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

“Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR or that CONTRACTOR may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:

- (1) Client Information;
- (2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;
- (3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;
- (4) Federal Tax Information;
- (5) Personally Identifiable Information;
- (6) Social Security Administration Data, including, without limitation, Medicaid information;
- (7) All privileged work product;
- (8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

“Legally Authorized Representative” of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; Estates Code Ch. 752 and Texas Prob. Code § 3.

ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

Section 3.01 *Obligations of CONTRACTOR*

CONTRACTOR agrees that:

(A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. **45 CFR.504(e)(2)(i)**

(B) CONTRACTOR will not, without HHS's prior written consent, disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out the Authorized Purpose or as Required by Law.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. **45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101**

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request. **45 C.F.R. 164.308(a)(ii)(C), 164.530(e), 164.410(b)**

(D) CONTRACTOR will not, without prior written approval of HHS, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying HHS so that HHS may have the opportunity to object to the disclosure or access and seek appropriate relief. If HHS objects to such disclosure or access, CONTRACTOR will refrain from disclosing or

providing access to the Confidential Information until HHS has exhausted all alternatives for relief. **45 CFR 164.504(a),(c)(e) and (f)**

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. **45 CFR 164.502(d)(2)(i) and (ii)** CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. **45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002**

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of CONTRACTOR without express written approval of HHS, in advance. HHS prior approval, at a minimum will require that Subcontractor and CONTRACTOR execute the Form Subcontractor Agreement, Attachment 1, which ensures the subcontract contains identical terms, conditions, safeguards and restrictions as contained in this DUA for PHI and any other relevant Confidential Information and which permits more strict limitations; and **45 CFR 164.504(e)(2)(ii)(A), (B), (D) and (e)(5)**

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. **45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.**

(H) If CONTRACTOR maintains PHI in a Designated Record Set, CONTRACTOR will make PHI available to HHS in a Designated Record Set or, as directed by HHS, provide PHI to the Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. **45 CFR 164.524 and 164.504(e)(2)(ii)(E)**

(I) CONTRACTOR will make PHI as required by HIPAA available to HHS for amendment and incorporate any amendments to this information that HHS directs or agrees to pursuant to the HIPAA. **45 CFR 164.504(e)(2)(ii)(E) and (F)**

(J) CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. **45 CFR 164.504(e)(2)(ii)(G) and 164.528**

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI by any Individual subject to this DUA, it will promptly forward the request to HHS; however, if it would violate HIPAA to forward the request, CONTRACTOR will promptly notify HHS of the request and of CONTRACTOR's response. Unless CONTRACTOR is prohibited by law from forwarding a request, HHS will respond to all such requests. **45 CFR 164.504(e)(2)**

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. **45 CFR 164.308; 164.530(c); 1 TAC 202**

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use or disclose PHI for the proper management and administration of CONTRACTOR or to carry out CONTRACTOR's legal responsibilities if: **45 CFR 164.504(e)(ii)(1)(A)**

- (1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D);
- (2) CONTRACTOR obtains reasonable assurances from the Person to whom the information is disclosed that the Person will:
- (a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;
- (b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and
- (c) Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. **45 CFR 164.504(e)(4)(ii)(B)**
- (N) Except as otherwise limited by this DUA, CONTRACTOR will, if requested by HHS, use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. **45 CFR 164.504(e)(2)(i)(B)**
- (O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, return to HHS or Destroy, at HHS's election, and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or returned to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, CONTRACTOR acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or HHS record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such return or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. **45 CFR 164.504(J)**
- (P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses. **45 CFR 164.306; 164.530(c)**
- (Q) If CONTRACTOR transmits, stores, and/or maintains Confidential Information on non-HHS systems or networks, CONTRACTOR completed the HHS initial security assessment at <http://hhsx.hhs.state.tx.us/tech/default.shtml> to identify and mitigate identified risks prior to execution of this DUA. CONTRACTOR's initial security assessment will document security controls within CONTRACTOR's system that protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. **45 CFR 164.306**
- (R) CONTRACTOR will establish, implement and maintain any and all appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the

confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. **45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards)**

(S) CONTRACTOR will designate and identify, subject to HHS approval, a Person or Persons, as Privacy Official **45 CFR 164.530(a)(1)** and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. **45 CFR 164.308(a)(2)**

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. **45 CFR 164.502; 164.514(d)**

(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the DUA. **45 CFR 164.308; 164.514(d)**

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR on behalf of HHS for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. **45 CFR 164.308; 164.514(d)**

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary, or other federal or state law. **45 CFR 164.504(E)(1)(I)**

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information in motion includes secure File Transfer Protocol (SFTP) or Encryption at an appropriate level or otherwise protected as required by rule, regulation or law. HHS Confidential Information at rest requires Encryption unless there is adequate administrative, technical, and physical security, or as otherwise protected as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. **45 CFR 164.312; 164.530(d)**

(Z) CONTRACTOR will comply with the following laws and standards *if applicable to the type of Confidential Information and Contractor's Authorized Purpose*:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and
- Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

Section 4.01. Breach or Event Notification to HHS. 45 CFR 164.400-414

(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's satisfaction (the "incident response period"). ***45 CFR 164.404***

(C) Breach Notice:

1. Initial Notice.

a. For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after Discovery, ***or in a timeframe otherwise approved by HHS in writing***, initially report to HHS's Privacy and Security Officers via email at: privacy@HHS.state.tx.us; and ***IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.***

b. Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. ***45 CFR 164.410***

- c. Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.
2. 48-Hour Formal Notice. No later than 48 consecutive clock hours after Discovery, or a time within which Discovery reasonably should have been made by CONTRACTOR of an Event or Breach of Confidential Information, provide formal notification to the State, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available: *For (a) - (m) below: 45 CFR 164.400-414*
- a. The date the Event or Breach occurred;
 - b. The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;
 - c. A brief description of the Event or Breach: including how it occurred and who is responsible (or hypotheses, if not yet determined);
 - d. A brief description of CONTRACTOR's investigation and the status of the investigation;
 - e. A description of the types and amount of Confidential Information involved;
 - f. Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the individual and if applicable the, Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;
 - g. CONTRACTOR's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;
 - h. CONTRACTOR's recommendation for HHS's approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;
 - i. The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);
 - j. The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;
 - k. Identify, describe or estimate of the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;
 - l. A reasonable schedule for CONTRACTOR to provide regular updates to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and
 - m. Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

Section 4.02 *Investigation, Response and Mitigation. For A-F below: 45 CFR 164.308, 310 and 312*

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

Section 4.03 *Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)*

(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR must obtain HHS's prior written approval of the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

(D) CONTRACTOR will have the burden of demonstrating to the satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

ARTICLE 5. SCOPE OF WORK

Scope of Work means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Scope of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

ARTICLE 6. GENERAL PROVISIONS

Section 6.01 Ownership of Confidential Information

CONTRACTOR acknowledges and agrees that the Confidential Information is and will remain the property of HHS. CONTRACTOR agrees it acquires no title or rights to the Confidential Information.

Section 6.02 HHS Commitment and Obligations

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

Section 6.03 HHS Right to Inspection

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

Section 6.04 Term; Termination of DUA; Survival

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended or amended, this DUA is updated automatically concurrent with such extension or amendment.

(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by HHS.

(D) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:

1. Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or
2. Require CONTRACTOR to submit to a corrective action plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or
3. Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or
4. Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Travis County, Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation and the action it intends to take.

(E) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary.

(F) The duties of CONTRACTOR or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

Section 6.05 Governing Law, Venue and Litigation

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Travis County, Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

Section 6.06 Injunctive Relief

(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

Section 6.07 Indemnification

CONTRACTOR will indemnify, defend and hold harmless HHS and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of HHS) or other members of its Workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by CONTRACTOR or its employees, directors, officers, Subcontractors, or agents or other members of its Workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure and continues to apply even in the event insurance coverage required, if any, in the DUA or Base Contract is denied, or coverage rights are reserved by any insurance carrier. Upon demand, CONTRACTOR will reimburse HHS for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party to the extent caused by and which results from the CONTRACTOR's failure to meet any of its obligations under this DUA. CONTRACTOR's obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of this DUA.

Section 6.08 Insurance

(A) In addition to any insurance required in the Base Contract, at HHS's option, HHS may require CONTRACTOR to maintain, at its expense, the special and/or custom first- and third-party insurance coverages, including without limitation data breach, cyber liability, crime theft and notification expense coverages, with policy limits sufficient to cover any liability arising under this DUA, naming the State of Texas, acting through HHS, as an additional named insured and loss payee, with primary and non-contributory status, with required insurance coverage, by the Effective Date, or as required by HHS.

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

Section 6.09 Fees and Costs

Except as otherwise specified in this DUA or the Base Contract, including but not limited to requirements to insure and/or indemnify HHS, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

Section 6.10 Entirety of the Contract

This Data Use Agreement is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

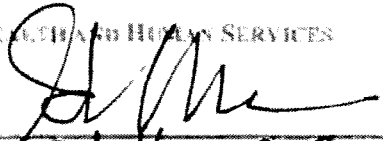
Section 6.11 Automatic Amendment and Interpretation

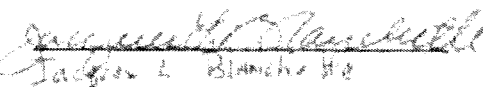
Upon the effective date of any amendment or issuance of additional regulations to HIPAA, or any other law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.

ARTICLE 7. AUTHORITY TO EXECUTE

The Parties have executed this DUA in their capacities as stated below with authority to bind their organizations on the dates set forth by their signatures.

IN WITNESS WHEREOF, HHS and CONTRACTOR have each caused this DUA to be signed and delivered by its duly authorized representative:

TEXAS HEALTH AND HUMAN SERVICES
BY: 
NAME: Ed House
TITLE: COO
DATE: 5/1, 2015

CONTRACTOR
BY: 
NAME: Jacquelyn L. Blanchette
TITLE: County Judge
DATE: March 19, 2015

**DATA USE AGREEMENT
BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES ENTERPRISE
AND
TYLER COUNTY ("CONTRACTOR")**

This Data Use Agreement ("DUA"), effective as of the date signed below ("Effective Date"), is entered into by and between the Texas Health and Human Services Enterprise agency Department of State Health Services ("HHS") and TYLER COUNTY ("CONTRACTOR"), and incorporated into the terms of HHS Contract No. 2015-045991-001 in Travis County, Texas (the "Base Contract").

ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with CONTRACTOR, and describe CONTRACTOR's rights and obligations with respect to the Confidential Information and the limited purposes for which the CONTRACTOR may create, receive, maintain, use, disclose or have access to Confidential Information. **45 CFR 164.508(2)(ii)(A)** This DUA also describes HHS's remedies in the event of CONTRACTOR's noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

ARTICLE 2. DEFINITIONS

For the purposes of this DUA, **capitalized, underlined terms have the meanings set forth in the following:** Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq.*) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

"Authorized Purpose" means the specific purpose or purposes described in the Scope of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

"Authorized User" means a Person:

- (1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;
- (2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and
- (3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

“Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR or that CONTRACTOR may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:

- (1) Client Information;
- (2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;
- (3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;
- (4) Federal Tax Information;
- (5) Personally Identifiable Information;
- (6) Social Security Administration Data, including, without limitation, Medicaid information;
- (7) All privileged work product;
- (8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

“Legally Authorized Representative” of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; Estates Code Ch. 752 and Texas Prob. Code § 3.

ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

Section 3.01 *Obligations of CONTRACTOR*

CONTRACTOR agrees that:

(A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. **45 CFR.504(e)(2)(i)**

(B) CONTRACTOR will not, without HHS's prior written consent, disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out the Authorized Purpose or as Required by Law.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. **45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101**

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request. **45 C.F.R. 164.308(a)(ii)(C), 164.530(e), 164.410(b)**

(D) CONTRACTOR will not, without prior written approval of HHS, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying HHS so that HHS may have the opportunity to object to the disclosure or access and seek appropriate relief. If HHS objects to such disclosure or access, CONTRACTOR will refrain from disclosing or

providing access to the Confidential Information until HHS has exhausted all alternatives for relief. **45 CFR 164.504(a),(c)(e) and (f)**

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. **45 CFR 164.502(d)(2)(i) and (ii)** CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. **45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002**

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of CONTRACTOR without express written approval of HHS, in advance. HHS prior approval, at a minimum will require that Subcontractor and CONTRACTOR execute the Form Subcontractor Agreement, Attachment 1, which ensures the subcontract contains identical terms, conditions, safeguards and restrictions as contained in this DUA for PHI and any other relevant Confidential Information and which permits more strict limitations; and **45 CFR 164.504(e)(2)(ii)(A), (B), (D) and (e)(5)**

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. **45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.**

(H) If CONTRACTOR maintains PHI in a Designated Record Set, CONTRACTOR will make PHI available to HHS in a Designated Record Set or, as directed by HHS, provide PHI to the Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. **45 CFR 164.524 and 164.504(e)(2)(ii)(E)**

(I) CONTRACTOR will make PHI as required by HIPAA available to HHS for amendment and incorporate any amendments to this information that HHS directs or agrees to pursuant to the HIPAA. **45 CFR 164.504(e)(2)(ii)(E) and (F)**

(J) CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. **45 CFR 164.504(e)(2)(ii)(G) and 164.528**

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI by any Individual subject to this DUA, it will promptly forward the request to HHS; however, if it would violate HIPAA to forward the request, CONTRACTOR will promptly notify HHS of the request and of CONTRACTOR's response. Unless CONTRACTOR is prohibited by law from forwarding a request, HHS will respond to all such requests. **45 CFR 164.504(e)(2)**

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. **45 CFR 164.308; 164.530(c); 1 TAC 202**

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use or disclose PHI for the proper management and administration of CONTRACTOR or to carry out CONTRACTOR's legal responsibilities if: **45 CFR 164.504(e)(ii)(1)(A)**

(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D);

(2) CONTRACTOR obtains reasonable assurances from the Person to whom the information is disclosed that the Person will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c) Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. **45 CFR 164.504(e)(4)(ii)(B)**

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if requested by HHS, use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. **45 CFR 164.504(e)(2)(i)(B)**

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, return to HHS or Destroy, at HHS's election, and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or returned to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, CONTRACTOR acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or HHS record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such return or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. **45 CFR 164.504(J)**

(P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses. **45 CFR 164.306; 164.530(c)**

(Q) If CONTRACTOR transmits, stores, and/or maintains Confidential Information on non-HHS systems or networks, CONTRACTOR completed the HHS initial security assessment at <http://hhscx.hhsc.state.tx.us/tech/default.shtml> to identify and mitigate identified risks prior to execution of this DUA. CONTRACTOR's initial security assessment will document security controls within CONTRACTOR's system that protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. **45 CFR 164.306**

(R) CONTRACTOR will establish, implement and maintain any and all appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the

confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. **45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards)**

(S) CONTRACTOR will designate and identify, subject to HHS approval, a Person or Persons, as Privacy Official **45 CFR 164.530(a)(1)** and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. **45 CFR 164.308(a)(2)**

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. **45 CFR 164.502; 164.514(d)**

(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the DUA. **45 CFR 164.308; 164.514(d)**

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR on behalf of HHS for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. **45 CFR 164.308; 164.514(d)**

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary, or other federal or state law. **45 CFR 164.504(E)(1)(I)**

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information in motion includes secure File Transfer Protocol (SFTP) or Encryption at an appropriate level or otherwise protected as required by rule, regulation or law. HHS Confidential Information at rest requires Encryption unless there is adequate administrative, technical, and physical security, or as otherwise protected as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. **45 CFR 164.312; 164.530(d)**

(Z) CONTRACTOR will comply with the following laws and standards ***if applicable to the type of Confidential Information and Contractor's Authorized Purpose:***

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and
- Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

Section 4.01. Breach or Event Notification to HHS. 45 CFR 164.400-414

(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's satisfaction (the "incident response period"). **45 CFR 164.404**

(C) Breach Notice:

1. Initial Notice.

a. For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after Discovery, **or in a timeframe otherwise approved by HHS in writing**, initially report to HHS's Privacy and Security Officers via email at: privacy@HHS.state.tx.us; and **IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.**

b. Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. **45 CFR 164.410**

- c. Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.
2. **48-Hour Formal Notice.** No later than 48 consecutive clock hours after Discovery, or a time within which Discovery reasonably should have been made by CONTRACTOR of an Event or Breach of Confidential Information, provide formal notification to the State, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available: *For (a) - (m) below: 45 CFR 164.400-414*
- a. The date the Event or Breach occurred;
- b. The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;
- c. A brief description of the Event or Breach, including how it occurred and who is responsible (or hypotheses, if not yet determined);
- d. A brief description of CONTRACTOR's investigation and the status of the investigation;
- e. A description of the types and amount of Confidential Information involved;
- f. Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the individual and if applicable the, Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;
- g. CONTRACTOR's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;
- h. CONTRACTOR's recommendation for HHS's approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;
- i. The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);
- j. The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;
- k. Identify, describe or estimate of the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;
- l. A reasonable schedule for CONTRACTOR to provide regular updates to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and
- m. Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

Section 4.02 *Investigation, Response and Mitigation. For A-F below: 45 CFR 164.308, 310 and 312*

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

Section 4.03 *Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)*

(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR must obtain HHS's prior written approval of the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

(D) CONTRACTOR will have the burden of demonstrating to the satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

ARTICLE 5. SCOPE OF WORK

Scope of Work means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Scope of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

ARTICLE 6. GENERAL PROVISIONS

Section 6.01 Ownership of Confidential Information

CONTRACTOR acknowledges and agrees that the Confidential Information is and will remain the property of HHS. CONTRACTOR agrees it acquires no title or rights to the Confidential Information.

Section 6.02 HHS Commitment and Obligations

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

Section 6.03 HHS Right to Inspection

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

Section 6.04 Term; Termination of DUA; Survival

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended or amended, this DUA is updated automatically concurrent with such extension or amendment.

(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by HHS.

(D) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:

1. Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or
2. Require CONTRACTOR to submit to a corrective action plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or
3. Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or
4. Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Travis County, Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation and the action it intends to take.

(E) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary.

(F) The duties of CONTRACTOR or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

Section 6.05 Governing Law, Venue and Litigation

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Travis County, Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

Section 6.06 Injunctive Relief

(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

Section 6.07 Indemnification

~~CONTRACTOR will indemnify, defend and hold harmless HHS and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of HHS) or other members of its Workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by CONTRACTOR or its employees, directors, officers, Subcontractors, or agents or other members of its Workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure and continues to apply even in the event insurance coverage required, if any, in the DUA or Base Contract is denied, or coverage rights are reserved by any insurance carrier. Upon demand, CONTRACTOR will reimburse HHS for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party to the extent caused by and which results from the CONTRACTOR's failure to meet any of its obligations under this DUA. CONTRACTOR's obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of this DUA.~~

Section 6.08 Insurance

(A) In addition to any insurance required in the Base Contract, at HHS's option, HHS may require CONTRACTOR to maintain, at its expense, the special and/or custom first- and third-party insurance coverages, including without limitation data breach, cyber liability, crime theft and notification expense coverages, with policy limits sufficient to cover any liability arising under this DUA, naming the State of Texas, acting through HHS, as an additional named insured and loss payee, with primary and non-contributory status, with required insurance coverage, by the Effective Date, or as required by HHS.

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

Section 6.09 Fees and Costs

Except as otherwise specified in this DUA or the Base Contract, including but not limited to requirements to insure and/or indemnify HHS, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

Section 6.10 Entirety of the Contract

This Data Use Agreement is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

Section 6.11 Automatic Amendment and Interpretation

Upon the effective date of any amendment or issuance of additional regulations to HIPAA, or any other law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.

ARTICLE 7. AUTHORITY TO EXECUTE

The Parties have executed this DUA in their capacities as stated below with authority to bind their organizations on the dates set forth by their signatures.

IN WITNESS HEREOF, HHS and CONTRACTOR have each caused this DUA to be signed and delivered by its duly authorized representative:

TEXAS HEALTH AND HUMAN SERVICES

CONTRACTOR

BY: _____
NAME:

BY: Jacques L. Blanchette
NAME: Jacques L. Blanchette

TITLE: _____

TITLE: County Judge

DATE: _____, 201 .

DATE: March 19, 2015 .

TYLER COUNTY SALES TAX RECEIPTS

Month	2008	2009	2010	2011	2012	2013	2014	2015
January	60,327.42	73,062.36	37,717.84	*52,736.90	52,937.37	76,765.10	50,376.00	47,979.00
February	86,389.99	96,914.44	46,168.31	76,618.44	35,667.59	49,304.27	69,649.00	65,711.00
March	56,726.81	70,004.41	39,290.81	30,234.50	41,454.01	45,549.32	39,321.00	43,747.00
April	61,754.47	84,790.37	35,629.28	56,271.26	51,918.45	60,330.25	45,045.36	
May	59,321.15	61,130.56	63,449.85	48,762.19	44,730.73	52,411.04	57,297.75	
June	72,339.12	54,904.43	44,786.50	40,744.13	45,451.42	62,181.67	50,262.04	
July	64,935.85	50,800.29	52,322.93	62,828.05	55,883.07	62,303.10	52,894.91	
August	76,060.24	52,827.98	63,841.85	36,099.65	37,795.19	50,664.68	67,825.37	
September	80,507.74	57,028.81	54,446.93	45,523.56	57,017.71	43,728.36	50,983.00	
October	55,924.41	41,140.56	44,780.12	49,753.55	53,225.64	59,257.18	49,739.97	
November	67,058.17	64,334.22	44,017.29	41,628.50	81,416.42	52,719.14	57,729.61	
December	71,089.97	44,006.46	*48,937.00	31,691.45	41,097.36	50,375.61	54,211.53	
TOTAL \$	812,435.34	750,944.89	575,388.71	572,892.18	598,594.96	665,589.72	645,335.54	

* \$ amount for half December 2010, to January 11, 2011
 Started 2011 with Jan. 12 - Feb. 8, 2011 amount.



TYLER COUNTY COMMISSIONERS COURT

County Courthouse, Room 101 / Woodville, Texas

Thursday
March 19, 2015
8:30 AM

MARTIN NASH
Commissioner, Pct. 1

RUSTY HUGHES
Commissioner, Pct. 2

JACQUES L. BLANCHETTE
County Judge

MIKE MARSHALL
Commissioner, Pct. 3

JACK WALSTON
Commissioner, Pct. 4

NOTICE Is hereby given that a **Regular Meeting** of the Tyler County Commissioners Court will be held on the date stated above, at which time the following subjects will be considered and/or discussed;

Agenda

"Managers help people see themselves as they are. Leaders help people to see themselves better than they are." Jim Rohn

➤ CALL TO ORDER

- Establish Quorum
- Acknowledge Guests
- Invocation – *J. Blanchette*
- Pledge of Allegiance – *J. Blanchette*

I. CONSIDER/APPROVE

- Minutes from previous meeting(s)** – *D. Gregory*
- Budget amendments/line item transfers** – *J. Skinner*
- Paying County bills** – *J. Skinner*
- Extending an offer to purchase property** adjacent to nutrition center – *J. Blanchette*
- Ag Agent candidate for Tyler County Agrilife Extension** – *J. Blanchette*
- *Correction of Road Mileage** on CR2512 from .44 to .70 – *R. Hughes*
- Go out for bids to sell computer and office equipment** for Tyler County – *J. Skinner*
- Purchase new truck from HGAC for Precinct 1** and finance through First National Bank of Wichita Falls – *M. Nash*
- Resolution for Violence Against Women Special Prosecutor** be operated September 1, 2015 through August 31, 2016 – *Lou Ann Cloy*
- Resolution that the Crime Victims Coordinator** be operated September 1, 2015 through August 31, 2016 – *Lou Ann Cloy*
- Data Usage Agreement** with Texas Health and Human Services Enterprise – *D. Gregory*

**Item tabled from prior Commissioner's Court meeting*

II. PRESENTATIONS

- Tyler County Historical Commission** Update and Tour Information – *Huntley Kenesson, TC Historical Commission*
- New York Life Insurance** employee participation – *Christina Hood, TC Human Resources*

III. EXECUTIVE SESSION

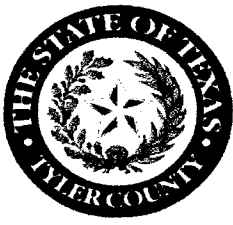
Consult with District Attorney and/or her legal staff in executive session held in accordance with Texas Government Codes 555.071(1)(A), (2) regarding pending and/or contemplated litigation, and/or 551.074, regarding personnel matters, and/or property acquisition.

➤ ADJOURN

I do hereby certify that the above Notice of Meeting of the Tyler County Commissioners Court is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice in the Tyler County Courthouse at a place readily accessible to the general public at all times and that said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting, as is required by Section 551.002 & 551.041.

Executed on March 13 2015 Time 3:55pm
Donece Gregory, County Clerk/Ex Officio Member of Commissioners Court

By: *James Brown* (Deputy)



TYLER COUNTY COMMISSIONERS COURT

County Courthouse, Room 101 / Woodville, Texas

Thursday
March 19, 2015
8:30 AM

MARTIN NASH
Commissioner, Pct. 1

RUSTY HUGHES
Commissioner, Pct. 2

JACQUES L. BLANCHETTE
County Judge

MIKE MARSHALL
Commissioner, Pct. 3

JACK WALSTON
Commissioner, Pct. 4

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"Managers help people see themselves as they are. Leaders help people to see themselves better than they are." Jim Rohn

> CALL TO ORDER

- Establish Quorum
- Acknowledge Guests
- Invocation – *J. Blanchette*
- Pledge of Allegiance – *J. Blanchette*

I. CONSIDER/APPROVE

- m/H* A. Minutes from previous meeting(s) – *D. Gregory* *March 9*
- N/m* B. Budget amendments/line item transfers – *J. Skinner* *Buds Amount to move equip out of departments*
- m/H* C. Paying County bills – *J. Skinner*
- B/m* D. Extending an offer to purchase property adjacent to nutrition center – *J. Blanchette* *thru Date to rep Co*
- J/N* E. Ag Agent candidate for Tyler County Agrilife Extension – *J. Blanchette* *Jacob Spivey presented March 9 approved for hire AT "start date" will not be on payroll until April*
- AD* F. *table* *Correction of Road Mileage on CR2512 from .44 to .70 – *R. Hughes*
*Item tabled from prior Commissioner's Court meeting
NO ACTION

H/A G. Go out for bids to sell computer and office equipment for Tyler County – J. Skinner

N/A H. Purchase new truck from HGAC for Precinct 1 and finance through First National Bank of Wichita Falls –
M. Nash 116,000 - 57,000 down payment for 3 years get from Jackie

I. Resolution for Violence Against Women Special Prosecutor be operated September 1, 2015 through August 31, 2016 – Lou Ann Cloy

No Action taken

J. Resolution that the Crime Victims Coordinator be operated September 1, 2015 through August 31, 2016 –
Lou Ann Cloy

N/M K. Data Usage Agreement with Texas Health and Human Services Enterprise – D. Gregory

II. PRESENTATIONS

1. Tyler County Historical Commission Update and Tour Information – Huntley Kenesson, TC Historical Commission

2. New York Life Insurance employee participation – Christina Hood, TC Human Resources

III. EXECUTIVE SESSION

- NONE!

Consult with District Attorney and/or her legal staff in executive session held in accordance with Texas Government Codes 555.071(1)(A), (2) regarding pending and/or contemplated litigation, and/or 551.074, regarding personnel matters, and/or property acquisition.

9:11

➤ ADJOURN

I do hereby certify that the above Notice of Meeting of the Tyler County Commissioners Court is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice in the Tyler County Courthouse at a place readily accessible to the general public at all times and that said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting, as is required by Section 551.002 & 551.041.

Executed on _____ 2015 Time _____
Donece Gregory, County Clerk/Ex Officio Member of Commissioners Court

By: _____ (Deputy)