

TYLER COUNTY COMMISSIONERS COURT
Regular Meeting
November 25, 2019 --- 11:00 am

THE STATE OF TEXAS ON THIS THE 25th day of November, 2019 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 BLANCHETTE	COUNTY JUDGE, PRESIDING
MARTIN NASH	COMMISSIONER, PCT 1
STEVAN STURROCK	COMMISSIONER, PCT 2
MIKE MARSHALL	COMMISSIONER, PCT 3
BUCK HUDSON	COMMISSIONER, PCT 4
DONECE GREGORY	COUNTY CLERK, Ex-Officio

The following were absent: none thereby constituting a quorum. In addition to the above were:

JACKIE SKINNER	COUNTY AUDITOR
LEANN MONK	COUNTY TREASURER
LYNNETTE CRUSE	TAX ASSESSOR/COLLECTOR
KEN JOBE	J.P. Pct. #1/Emerg. Mngt. Coordinator

After calling the meeting to order, Judge Blanchette invited anyone offended by the court's practice of an invocation and Pledge of Allegiance to step out in the hall and return after the conclusion. The invocation was delivered by Sheriff Weatherford. Commissioner Marshall led in the Pledge of Allegiance to the American flag.

Persons had not signed up to make comments. Therefore, there were no public comments.

A motion was made by Commissioner Sturrock and seconded by Commissioner Marshall to receive the minutes of October 28, November 12th and 25th. All vote yes

Budget Amendments/Line Item Transfers were not presented.

Commissioner Marshall made a motion to approve **Accounts Payable/County Bills**, as presented by the **County Auditor**. **Commissioner Nash** seconded the motion. All voted yes and none no. SEE ATTACHED

Ken Jobe explained there were areas in the county where people lived but shouldn't because of the reoccurring flooding. **Judge Blanchette** motioned to accept the **CDBG Disaster Recovery Program Local Buyout/Acquisition Projects Grant (GLO Contract No. 20-006-016-C112)**. **Commissioner Hudson** seconded the motion. All voted yes and none no. SEE ATTACHED

A motion was made by **Commissioner Marshall** and seconded by **Commissioner Sturrock** to start procurement services for an administrator for the **Harvey Buyouts/Acquisition Grant**. All voted yes and none no.

A motion was made by **Commissioner Sturrock** to approve the purchase and installation of an **emergency generator** and fuel supply at the **Town Bluff Radio Tower**. The motion was seconded by **Commissioner Marshall**. All yes and none no. SEE ATTACHED

No action was taken to restrict certain **fireworks** during the Christmas period (12-20-19 to midnight 01-01-20). SEE ATTACHED

Commissioner Marshall made a motion to renew the **Statewide Automated Victim Notification Service (SAVNS)** for FY2020 (term:09-01-19 thru 08-31-20) **Commissioner Sturrock** seconded the motion. All voted yes and none no. SEE ATTACHED

A motion was made by **Commissioner Marshall** and seconded by **Commissioner Sturrock** to renew the **Victim Information and Notification Everyday (VINE) Service Agreement** with Appriss. (term:09-01-19 thru 08-31-20) All voted yes and none no. SEE ATTACHED

Commissioner Nash motioned to seek bids for a **maintenance agreement for air conditioning units** at Tyler County EOC/Nutrition Center, Commissioners' building, Tyler County annex building, County Clerk's office, courthouse and Sheriff's office. The motion was seconded by **Commissioner Sturrock**. All voted yes and none no.

A motion was made by **Commissioner Hudson** and seconded by **Commissioner Marshall** to seek bids for the **tax office repairs and renovations**, pending approval for clarification. All votes yes and none no.

Commissioner Nash motioned to approve the **2020 holiday schedule**. **Commissioner Sturrock** seconded the motion. All voted yes and none no. SEE ATTACHED

Commissioner Marshall made a motion to approve the **2020 payroll schedule**. **Commissioner Hudson** seconded the motion. All voted yes and none no. SEE ATTACHED

Courthouse remediation report: Kay Timme represented an update to the courthouse remediation project.

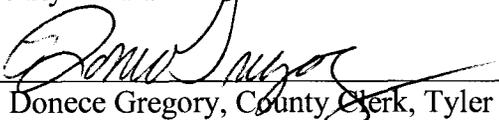
Executive Session was not held.

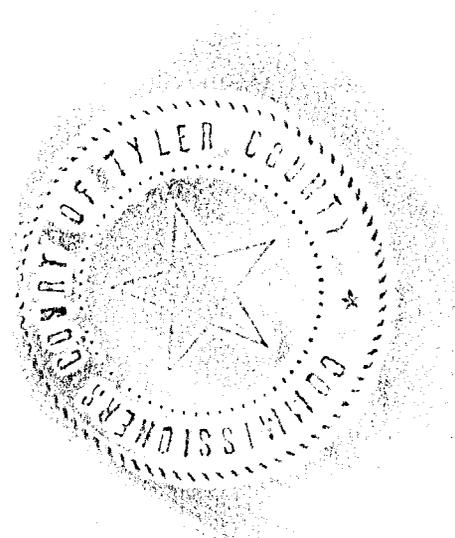
Motion made by Commissioner Marshall that the meeting be adjourned. Commissioner Sturrock seconded. All voted yes none no.

THERE BEING NO FURTHER BUSINESS, THE MEETING WAS ADJOURNED- 11:25 a.m.

I, Donece Gregory, County Clerk and ex officio member of the Tyler County Commissioners' Court, do hereby certify the fact that the above is a true and correct record of the Tyler County Commissioners' Court session held on November 25, 2019.

Witness my hand and seal of office on this 23rd day of December, 2019.

Attest: 
Donece Gregory, County Clerk, Tyler County, Texas





Accounts Payable

October 29, 2019 – November 25, 2019



Tyler County, TX

CHECK REGISTER

By Fund

Payable Dates 10/29/2019 - 11/25/2019

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Fund: 010 - GENERAL FUND							
HADNOT, TAMARA	134781	10/31/2019	REIMB MILEAGE / TAX	010-420-42659		10/31/2019	48.72
A T & T - 019 DATA PROC.	134767	10/31/2019	7328/ CO OFFICES	010-440-42350		10/31/2019	1,094.95
GLASS TECH	134798	10/31/2019	GLASS INSTALLED / TAX	010-442-42417		10/31/2019	615.00
DELL MARKETING L.P.	134774	10/31/2019	6789522/ TCSO	010-440-42101		10/31/2019	1,186.00
GIBBS, PAULA	134778	10/31/2019	PER DIEM / TDCAA SEMINAR	010-419-42659		10/31/2019	175.00
GRIPON, EDWARD M.D.	134780	10/31/2019	CAUSE NO 12763	010-408-42347		10/31/2019	1,095.00
STEPHENSON, SHELLY CSR	134787	10/31/2019	CAUSE NO 13,293	010-410-42354		10/31/2019	697.50
SPARKLETTS & SIERRA SPRIN	134786	10/31/2019	215493916208490/CO OFFIC	010-440-42350		10/31/2019	19.47
TDCAA	134790	10/31/2019	REGIS GIBBS/ SULLIVAN - CD	010-419-42659		10/31/2019	700.00
DEROUEN, TAMARA L.	134775	10/31/2019	CAUSE NO 22390	010-409-42636		10/31/2019	447.00
FREEMAN, DALE	134777	10/31/2019	REIMB/ DONUTS FOR JUROR	010-408-42685		10/31/2019	14.67
BEN E.KEITH FOODS	134769	10/31/2019	781863/TCSO	010-427-42157		10/31/2019	27.96
TEXAS DOCUMENT SOLUTIO	134792	10/31/2019	681242/ JP1	010-440-42350		10/31/2019	204.54
TEXAS DOCUMENT SOLUTIO	134791	10/31/2019	997956/DSCLK	010-440-42350		10/31/2019	204.75
BILL CLARK PEST CONTROL, I	134770	10/31/2019	119086/ COURTHOUSE	010-442-42412		10/31/2019	155.00
BILL CLARK PEST CONTROL, I	134770	10/31/2019	119086/COCLK	010-442-42412		10/31/2019	67.00
BILL CLARK PEST CONTROL, I	134770	10/31/2019	119086/ TC COMPLEX	010-442-42412		10/31/2019	100.00
BILL CLARK PEST CONTROL, I	134770	10/31/2019	119086/TCSO	010-442-42412		10/31/2019	75.00
WALMART COMMUNITY/GE	134796	10/31/2019	6897/COCLK	010-402-42100		10/31/2019	37.60
VERIZON WIRELESS	134795	10/31/2019	2033-00002/ JP4	010-414-42500		10/31/2019	26.20
SOUTHERN HEALTH PARTNE	134785	10/31/2019	TYL-7353/TCSO	010-401-42231		10/31/2019	283.50
SOUTHERN HEALTH PARTNE	134785	10/31/2019	TYL-7353/TCSO	010-401-42231		10/31/2019	6,858.32
BUDDIE J HAHN	134771	10/31/2019	TRAVEL/ MILEAGE CAUSE NO	010-401-42628		10/31/2019	92.33
SYSTEM ACCESS	134789	10/31/2019	INV#DA228/CDA	010-440-42353		10/31/2019	130.00
CYPHER COMPUTERS	134773	10/31/2019	INV#0002234	010-440-42353		10/31/2019	585.00
GREEN, MATTHEW	134797	10/31/2019	CAUSE NO 13,528 JF	010-419-42222		10/31/2019	454.62
SULLIVAN, VIRGIE	134788	10/31/2019	MILEAGE / PER DIEM	010-419-42659		10/31/2019	494.00
CARD SERVICE CENTER/MAS	134800	11/04/2019	SEPT.- OCT.2019/0321	010-401-42178		11/04/2019	-261.27
CARD SERVICE CENTER/MAS	134800	11/04/2019	SEPT.- OCT.2019/0321	010-401-42111		11/04/2019	157.54
CARD SERVICE CENTER/MAS	134800	11/04/2019	SEPT.- OCT.2019/0321	010-401-42158		11/04/2019	17.22
CARD SERVICE CENTER/MAS	134800	11/04/2019	SEPT.- OCT.2019/0321	010-402-42659		11/04/2019	1,369.17
CARD SERVICE CENTER/MAS	134800	11/04/2019	SEPT.- OCT.2019/0321	010-408-42685		11/04/2019	145.00
CARD SERVICE CENTER/MAS	134800	11/04/2019	SEPT.- OCT.2019/0321	010-419-42659		11/04/2019	496.78
CARD SERVICE CENTER/MAS	134800	11/04/2019	SEPT.- OCT.2019/0321	010-421-42189		11/04/2019	409.85
CARD SERVICE CENTER/MAS	134800	11/04/2019	SEPT.- OCT.2019/0321	010-422-42659		11/04/2019	475.80
CARD SERVICE CENTER/MAS	134800	11/04/2019	SEPT.- OCT.2019/0321	010-426-42150		11/04/2019	178.50
CARD SERVICE CENTER/MAS	134800	11/04/2019	SEPT.- OCT.2019/0321	010-426-42413		11/04/2019	35.45

CHECK REGISTER

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CARD SERVICE CENTER/MAS	134800	11/04/2019	SEPT.- OCT.2019/0321	010-426-42659		11/04/2019	123.31
CARD SERVICE CENTER/MAS	134800	11/04/2019	SEPT.- OCT.2019/0321	010-440-42101		11/04/2019	2,545.17
CARD SERVICE CENTER/MAS	134800	11/04/2019	SEPT.- OCT.2019/0321	010-440-42350		11/04/2019	1,668.00
TYLER COUNTY PAYROLL	134809	11/14/2019	FICA	010-21300		11/14/2019	6,279.36
TYLER COUNTY PAYROLL	134809	11/14/2019	Federal Withholding	010-21300		11/14/2019	3,805.71
TYLER COUNTY PAYROLL	134809	11/14/2019	Medicare	010-21300		11/14/2019	1,468.56
NATIONWIDE RETIREMENT S	134805	11/07/2019	Deferred Comp	010-21300		11/07/2019	62.50
TYLER COUNTY TAX ASSESSO	134807	11/07/2019	Tyler County Property Tax	010-21300		11/07/2019	100.00
TYLER COUNTY PAYROLL	134803	11/07/2019	FICA	010-21300		11/07/2019	15,164.38
TYLER COUNTY PAYROLL	134803	11/07/2019	Federal Withholding	010-21300		11/07/2019	9,610.11
TYLER COUNTY PAYROLL	134803	11/07/2019	Medicare	010-21300		11/07/2019	3,546.58
TYLER COUNTY PAYROLL	134802	11/05/2019	PAYROLL TRANSFER	010-29999		11/05/2019	91,811.90
TYLER COUNTY PAYROLL	134808	11/05/2019	PAYROLL TRANSFER	010-29999		11/05/2019	39,415.53
OFFICE OF THE A.G. CHILD S	DFT0002208	11/07/2019	CS	010-21300		11/07/2019	139.96
OFFICE OF THE A.G. CHILD S	DFT0002209	11/07/2019	CS	010-21300		11/07/2019	151.96
TYLER COUNTY PAYROLL	134814	11/07/2019	FICA	010-21300		11/07/2019	36.92
TYLER COUNTY PAYROLL	134814	11/07/2019	Federal Withholding	010-21300		11/07/2019	3.60
TYLER COUNTY PAYROLL	134814	11/07/2019	Medicare	010-21300		11/07/2019	8.64
TYLER COUNTY PAYROLL	134813	11/07/2019	PAYROLL TRANSFER	010-29999		11/07/2019	243.62
JOBE, KELLY	134830	11/08/2019	MILEAGE / 4-H GOLD STAR B	010-439-42225		11/08/2019	83.52
PELTIER, J.D.,MAUREEN	134838	11/08/2019	INV#1001/ COJUD	010-401-42628		11/08/2019	1,968.48
ENTERGY	134944	11/08/2019	ACCT133941435/DETAIL136	010-442-42511		11/08/2019	3,202.43
ENTERGY	134944	11/08/2019	ACCT#133941435/DETAIL14	010-442-42517		11/08/2019	239.81
CITY OF WOODVILLE	134819	11/08/2019	00001903/COCLK	010-442-42516		11/08/2019	34.00
CITY OF WOODVILLE	134819	11/08/2019	00002592/ ANNEX 2	010-442-42515		11/08/2019	183.71
CITY OF WOODVILLE	134819	11/08/2019	00002804/ANNEX 2	010-442-42515		11/08/2019	93.90
CITY OF WOODVILLE	134819	11/08/2019	01024002/ TAX	010-442-42517		11/08/2019	172.72
CITY OF WOODVILLE	134819	11/08/2019	05119001/JUSTICE CENTER	010-442-42511		11/08/2019	2,081.99
CITY OF WOODVILLE	134819	11/08/2019	07152002/ CDA	010-442-42515		11/08/2019	234.68
DELL MARKETING L.P.	134824	11/08/2019	6789522/TCSO	010-440-42101		11/08/2019	540.18
SHEFFIELD LANDSCAPING	134846	11/08/2019	INV#1096/COJUD	010-442-42412		11/08/2019	2,400.00
BROCKHOUSE, ALDORA R.	134866	11/07/2019	GENERAL ELECTION	010-401-42158		11/07/2019	277.00
WALTON, BRYNA	134938	11/07/2019	GENERAL ELECTION	010-401-42158		11/07/2019	60.00
DAVIDSON, CHUCK	134877	11/07/2019	GENERAL ELECTION	010-401-42158		11/07/2019	253.00
PROVANCE, CLAUDIA J.	134917	11/07/2019	GENERAL ELECTION	010-401-42158		11/07/2019	252.00
TOLAR, CHRISTINE	134935	11/07/2019	GENERAL ELECTION	010-401-42158		11/07/2019	161.04
HENNIGAN, DEBBIE	134894	11/07/2019	GENERAL ELECTION	010-401-42158		11/07/2019	259.00
WIGLEY, DELORES	134941	11/07/2019	GENERAL ELECTION	010-401-42158		11/07/2019	186.00
HILLISTER BAPTIST CHURCH	134895	11/07/2019	GENERAL ELECTION	010-401-42158		11/07/2019	25.00
GORDON, JUSTIN	134888	11/07/2019	GENERAL ELECTION	010-401-42158		11/07/2019	60.00
SPIVEY, JACOB	134928	11/07/2019	GENERAL ELECTION	010-401-42158		11/07/2019	60.00
CARPENTER, KAREN D.	134869	11/07/2019	GENERAL ELECTION	010-401-42158		11/07/2019	204.00
JOBE, KELLY	134896	11/07/2019	GENERAL ELECTION	010-401-42158		11/07/2019	204.00
LOFTIN, KYLER	134901	11/07/2019	GENERAL ELECTION	010-401-42158		11/07/2019	60.00

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Payable Dates: 10/29/2019 - 11/25/2019

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
MURRAY, KRISTIN	134911	11/07/2019	GENERAL ELECTION	010-401-42158		11/07/2019	186.00
FOXWORTH, LUCAS	134886	11/07/2019	GENERAL ELECTION	010-401-42158		11/07/2019	60.00
SEYMOUR MATTINGLY, LAME	134923	11/07/2019	GENERAL ELECTION	010-401-42158		11/07/2019	204.00
MASONIC LODGE - WOODVIL	134905	11/07/2019	GENERAL ELECTION	010-401-42158		11/07/2019	75.00
PADDIE, MICHAEL	134913	11/07/2019	GENERAL ELECTION	010-401-42158		11/07/2019	78.00
SPRADLIN, MIA	134929	11/07/2019	GENERAL ELECTION	010-401-42158		11/07/2019	60.00
SHIRLEY, MARY JANE	134924	11/07/2019	GENERAL ELECTION	010-401-42158		11/07/2019	186.00
TAYLOR, MALISSIE	134932	11/07/2019	GENERAL ELECTION	010-401-42158		11/07/2019	259.00
BOLDING, ROY	134864	11/07/2019	GENERAL ELECTION	010-401-42158		11/07/2019	237.04
ROGERS, RUTHIE	134922	11/07/2019	GENERAL ELECTION	010-401-42158		11/07/2019	222.00
REINEMEYER, SARAH	134919	11/07/2019	GENERAL ELECTION	010-401-42158		11/07/2019	168.00
BARNETT, WILBERT T.	134860	11/07/2019	GENERAL ELECTION	010-401-42158		11/07/2019	60.00
COLLINS, ANGELA	134871	11/08/2019	GENERAL ELECTION 11/5/19	010-401-42158		11/08/2019	222.00
STEPHENS, AMANDA	134930	11/08/2019	GENERAL ELECTION 11/5/19	010-401-42158		11/08/2019	185.04
BETHANY BAPTIST CHURCH	134861	11/07/2019	GENERAL ELECTION - 11/5/1	010-401-42158		11/07/2019	25.00
BETHEL BAPTIST CHURCH	134862	11/07/2019	GENERAL ELECTION - 11/5/1	010-401-42158		11/07/2019	25.00
HARRELL, BEVERLY	134890	11/08/2019	GENERAL ELECTION 11/5/19	010-401-42158		11/08/2019	222.00
MITCHAM, BRENDA	134910	11/07/2019	GENERAL ELECTION 11/5/19	010-401-42158		11/07/2019	165.00
THOMAS, BEVERLY	134934	11/08/2019	GENERAL ELECTION 11/5/19	010-401-42158		11/08/2019	246.00
CHESTER BAPTIST CHURCH	134870	11/08/2019	GENERAL ELECTION 11/5/19	010-401-42158		11/08/2019	25.00
COLMESNEIL COMMUNITY C	134872	11/07/2019	GENERAL ELECTION 11/5/19	010-401-42158		11/07/2019	75.00
DEASON CATHERINE	134878	11/07/2019	GENERAL ELECTION - 11/5/1	010-401-42158		11/07/2019	192.00
WIGLEY, CONNIE	134940	11/07/2019	GENERAL ELECTION 11/5/19	010-401-42158		11/07/2019	235.00
CONNER, DELORIES	134873	11/08/2019	GENERAL ELECTION 11/5/19	010-401-42158		11/08/2019	222.00
FOXWORTH, DAWN	134885	11/08/2019	GENERAL ELECTION 11/5/19	010-401-42158		11/08/2019	210.00
HASSON, DEBRA YVONNE	134891	11/07/2019	GENERAL ELECTION - 11/5/1	010-401-42158		11/07/2019	186.00
LEJUNE, DANA	134831	11/08/2019	MILEAGE - DELIVERY FOR ELE	010-402-42659		11/08/2019	27.84
STOCKTON, DON	134931	11/07/2019	GENERAL ELECTION - 11/5/1	010-401-42158		11/07/2019	277.00
EBENEZER BAPTIST CHURCH	134880	11/07/2019	GENERAL ELECTION	010-401-42158		11/07/2019	50.00
HAVARD, EVONNE N.	134893	11/07/2019	GENERAL ELECTION 11/5/19	010-401-42158		11/07/2019	271.00
ROGERS, ETHEL	134921	11/07/2019	GENERAL ELECTION - 11/5/1	010-401-42158		11/07/2019	192.00
YAWN, EARMIA	134943	11/08/2019	GENERAL ELECTION 11/5/19	010-401-42158		11/08/2019	219.00
FAIRVIEW BAPTIST CHURCH	134882	11/08/2019	GENERAL ELECTION 11/5/19	010-401-42158		11/08/2019	25.00
FIRST BAPTIST CHURCH OF S	134883	11/07/2019	GENERAL ELECTION - 11/5/1	010-401-42158		11/07/2019	25.00
MCKINNEY, FRENCHIE C.	134908	11/07/2019	GENERAL ELECTION - 11/5/1	010-401-42158		11/07/2019	192.00
MCKINLEY, GLINDA F.	134907	11/07/2019	GENERAL ELECTION - 11/5/1	010-401-42158		11/07/2019	217.00
OWENS, HELEN	134912	11/07/2019	GENERAL ELECTIONS - 11/5/	010-401-42158		11/07/2019	177.00
COOLEY, JR, JOHN A.	134874	11/08/2019	GENERAL ELECTION 11/5/19	010-401-42158		11/08/2019	235.96
FOUNTAIN, JULIA G.	134884	11/08/2019	GENERAL ELECTION 11/5/19	010-401-42158		11/08/2019	171.00
BROUSSARD, JERRI NELL	134867	11/07/2019	GENERAL ELECTION 11/5/19	010-401-42158		11/07/2019	192.00
WEEKS, JANICE	134939	11/07/2019	GENERAL ELECTIONS - 11/5/	010-401-42158		11/07/2019	192.00
BURCH, KIM	134868	11/07/2019	GENERAL ELECTION - 11/5/1	010-401-42158		11/07/2019	180.00
PARKER, KEELIN R.	134914	11/07/2019	GENERAL ELECTION - 11/5/1	010-401-42158		11/07/2019	208.00
REID, KRISTI L.	134918	11/07/2019	GENERAL ELECTION - 11/5/1	010-401-42158		11/07/2019	156.00

CHECK REGISTER

Payable Dates: 10/29/2019 - 11/25/2019

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
MCCARTY, LEWIS H.	134906	11/07/2019	GENERAL ELECTION - 11/5/1	010-401-42158		11/07/2019	192.00
MARSHALL, LESLEY	134903	11/07/2019	GENERAL ELECTION 11/5/19	010-401-42158		11/07/2019	60.00
MARSHALL FAIRCLOTH, LYNE	134902	11/07/2019	GENERAL ELECTION - 11/5/1	010-401-42158		11/07/2019	207.00
POLITO, MARGARET DEE	134915	11/07/2019	GENERAL ELECTION - 11/5/1	010-401-42158		11/07/2019	183.00
KIMBALL, MAKAYLA	134897	11/07/2019	GENERAL ELECTION 11/5/19	010-401-42158		11/07/2019	162.00
POPE, MARGARET	134916	11/08/2019	GENERAL ELECTION 11/5/19	010-401-42158		11/08/2019	210.96
GIBBS PEGGY	134887	11/07/2019	GENERAL ELECTION - 11/5/1	010-401-42158		11/07/2019	192.00
HATTON, PAM	134892	11/07/2019	GENERAL ELECTION - 11/5/1	010-401-42158		11/07/2019	204.00
KOHLER, PHYLLIS L.	134899	11/07/2019	GENERAL ELECTION - 11/5/1	010-401-42158		11/07/2019	253.00
BOUNDS, RAGAN S.	134865	11/08/2019	GENERAL ELECTION 11/5/19	010-401-42158		11/08/2019	253.00
DAILEY, RAMONA	134876	11/07/2019	GENERAL ELECTION - 11/5/1	010-401-42158		11/07/2019	192.00
ROCKLAND FIRST BAPTIST C	134920	11/07/2019	GENERAL ELECTION 11/5/19	010-401-42158		11/07/2019	25.00
KIMBROUGH, ROXANN	134898	11/07/2019	GENERAL ELECTION - 11/5/1	010-401-42158		11/07/2019	156.00
TERRELL, RELINDA C.	134933	11/07/2019	GENERAL ELECTION - 11/58/	010-401-42158		11/07/2019	205.00
BLANKS, SUSAN	134863	11/07/2019	GENERAL ELECTION - 11/5/1	010-401-42158		11/07/2019	183.00
EDMOND, SANDRA	134881	11/07/2019	GENERAL ELECTION - 11/5/1	010-401-42158		11/07/2019	168.00
LANGHAM FELKINS, SHAND	134900	11/07/2019	GENERAL ELECTION - 11/5/1	010-401-42158		11/07/2019	235.00
MARSHALL, SUE	134904	11/07/2019	GENERAL ELECTION 11/5/19	010-401-42158		11/07/2019	238.00
MINGLE, SUSAN	134909	11/07/2019	GENERAL ELECTION 11/5/19	010-401-42158		11/07/2019	210.00
SMITH, SARA	134925	11/07/2019	GENERAL ELECTION - 11/5/1	010-401-42158		11/07/2019	171.00
WALLACE, SALLY	134937	11/07/2019	GENERAL ELECTION 11-5-19	010-401-42158		11/07/2019	265.00
COWART, TINA	134875	11/07/2019	GENERAL ELECTION - 11/5/1	010-401-42158		11/07/2019	175.00
DILLINGER, TERRY	134879	11/08/2019	GENERAL ELECTION 11/5/19	010-401-42158		11/08/2019	210.00
SMITH, TRAVIS	134926	11/07/2019	GENERAL ELECTION - 11/5/1	010-401-42158		11/07/2019	217.00
TRUE VINE BAPTIST CHRUCH	134936	11/07/2019	GENERAL ELECTION - 11/5/1	010-401-42158		11/07/2019	25.00
GREGORY, VIRGINIA	134889	11/08/2019	GENERAL ELECTION 11/5/19	010-401-42158		11/08/2019	259.00
WOODVILLE LIONS DEN	134942	11/08/2019	GENERAL ELECTION 11/5/19	010-401-42158		11/08/2019	75.00
SMITH, WESLEY	134927	11/07/2019	GENERAL ELECTION - 11/5/1	010-401-42158		11/07/2019	168.00
NEW WAVE COMMUNICATIO	134836	11/08/2019	127316123	010-440-42350		11/08/2019	164.73
NEW WAVE COMMUNICATIO	134835	11/08/2019	126541762/ COAUD	010-440-42350		11/08/2019	863.95
STEWART, GREGORY D.	134848	11/08/2019	INV136969/DA OFFICES	010-401-42178		11/08/2019	2,376.00
FMMS HOLDINGS OF TEXAS,	134827	11/08/2019	INV#14036/JP2	010-401-42643		11/08/2019	2,000.00
FMMS HOLDINGS OF TEXAS,	134827	11/08/2019	INV#14129/ JP1	010-401-42643		11/08/2019	2,000.00
DIANNE ROSE	134825	11/08/2019	INV#19092/MAINT	010-442-42150		11/08/2019	36.00
VERBATIM REPORTING & TR	134853	11/08/2019	INV#19-2074/ CPS	010-408-42638		11/08/2019	551.61
CRUSE, LYNNETTE/TYLER CO	134821	11/08/2019	YOUNG SCHOOL TAX ASSESS	010-420-42659		11/08/2019	200.00
MCPHERSON, MICHELLE	134834	11/08/2019	CAUSE NO 25088/ CPS	010-408-42637		11/08/2019	150.00
WEATHERBY, ANALICIA	134858	11/08/2019	INV#28803, CO JUD	010-442-42412		11/08/2019	452.00
PITNEY BOWES GLOBAL FINA	134839	11/08/2019	0010875064/ TC CPOMPLEX	010-440-42677		11/08/2019	714.00
PITNEY BOWES GLOBAL FINA	134839	11/08/2019	0010875064/TC COMPLEX	010-440-42677		11/08/2019	666.00
PITNEY BOWES GLOBAL FINA	134839	11/08/2019	0010875064/ TC COMPLEX	010-440-42677		11/08/2019	714.00
PITNEY BOWES GLOBAL FINA	134839	11/08/2019	0010875064/ TC COMPLEX	010-440-42677		11/08/2019	666.00
SYSTEM ACCESS	134849	11/08/2019	INV#467/TC SO	010-440-42353		11/08/2019	65.00
INNOVATIVE LEASING	134829	11/08/2019	603-0130197/TAX	010-440-42677		11/08/2019	867.99

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RASBERRY, DIANA	134841	11/08/2019	MILEAGE REIMB/ TAX	010-420-42659		11/08/2019	48.72
VERIZON WIRELESS	134854	11/08/2019	3400-00001/ TCSO	010-426-42500		11/08/2019	770.30
VERIZON WIRELESS	134856	11/08/2019	1963-00001/CO AUD,JUPRO,	010-419-42500		11/08/2019	80.26
VERIZON WIRELESS	134856	11/08/2019	1963-00001/CO AUD,JUPRO,	010-440-42101		11/08/2019	160.56
VERIZON WIRELESS	134856	11/08/2019	1963-00001/CO AUD,JUPRO,	010-440-42677		11/08/2019	80.28
SYSTEM ACCESS	134849	11/06/2019	INV#C206/TCSO	010-453-43600		11/06/2019	1,050.00
MANN, ROBERT H. ATTY.	134832	11/08/2019	CAUSE NO 24272/ CPS	010-408-42637		11/08/2019	307.50
MANN, ROBERT H. ATTY.	134832	11/08/2019	CAUSE NO 24341	010-408-42637		11/08/2019	75.00
MANN, ROBERT H. ATTY.	134832	11/08/2019	CAUSE NO 24385	010-408-42637		11/08/2019	150.00
MANN, ROBERT H. ATTY.	134832	11/08/2019	CAUSE NO 24515 / CPS	010-408-42637		11/08/2019	202.50
MANN, ROBERT H. ATTY.	134832	11/08/2019	CAUSE NO 24540/ CPS	010-408-42637		11/08/2019	180.00
HOLLIER, BONNIE	134828	11/08/2019	CAUSE NO 24698	010-408-42637		11/08/2019	197.03
MANN, ROBERT H. ATTY.	134832	11/08/2019	CAUSE NO 24703/ CPS	010-408-42637		11/08/2019	45.00
MANN, ROBERT H. ATTY.	134832	11/08/2019	CAUSE NO 24785/ CPS	010-408-42637		11/08/2019	225.00
MCPHERSON, MICHELLE	134834	11/08/2019	CAUSE NO 24809	010-408-42637		11/08/2019	330.00
MANN, ROBERT H. ATTY.	134832	11/08/2019	CAUSE NO 24810	010-408-42637		11/08/2019	152.50
HOLLIER, BONNIE	134828	11/08/2019	CAUSE NO 24810	010-408-42637		11/08/2019	356.25
HOLLIER, BONNIE	134828	11/08/2019	CAUSE NO 24894/ CPS	010-408-42637		11/08/2019	372.49
MANN, ROBERT H. ATTY.	134832	11/08/2019	CAUSE NO 24897/ CPS	010-408-42637		11/08/2019	150.00
MANN, ROBERT H. ATTY.	134832	11/08/2019	CAUSE NO 24939/ CPS	010-408-42637		11/08/2019	127.50
MANN, ROBERT H. ATTY.	134832	11/08/2019	CAUSE NO 24992/ CPS	010-408-42637		11/08/2019	157.50
MCPHERSON, MICHELLE	134834	11/08/2019	CAUSE NO 25004	010-408-42637		11/08/2019	195.00
HOLLIER, BONNIE	134828	11/08/2019	CAUSE NO 25045 / CPS	010-408-42637		11/08/2019	120.00
MANN, ROBERT H. ATTY.	134832	11/08/2019	CAUSE NO 25048/ CPS	010-408-42637		11/08/2019	367.50
MANN, ROBERT H. ATTY.	134832	11/08/2019	CAUSE NO 25083/ CPS	010-408-42637		11/08/2019	127.50
MANN, ROBERT H. ATTY.	134832	11/08/2019	CAUSE NO 25088	010-408-42637		11/08/2019	202.50
MANN, ROBERT H. ATTY.	134832	11/08/2019	CAUSE NO 25096/ CPS	010-408-42637		11/08/2019	127.50
MANN, ROBERT H. ATTY.	134832	11/08/2019	CAUSE NO 25144	010-408-42637		11/08/2019	187.50
RATCLIFF, MICHAEL S., ATTY	134842	11/08/2019	CAUSE NO CR-13266	010-408-42634		11/08/2019	4,000.00
CYPHER COMPUTERS	134822	11/08/2019	INV#0002235	010-440-42353		11/08/2019	1,129.00
ENTERGY	134944	11/08/2019	ACCT#133941435/DETAIL#1	010-442-42511		11/08/2019	106.38
ENTERGY	134944	11/08/2019	ACCT#133941435/DETAIL#1	010-442-42515		11/08/2019	1,432.29
BARNETT, WILBERT T.	134816	11/08/2019	MILEAGE FOR DETCOG / COJ	010-401-42233		11/08/2019	249.40
COLEMAN'S FAMILY MORTU	134820	11/08/2019	11-3-19/ JP 4 ROTATION CAL	010-401-42643		11/08/2019	250.00
POLK COUNTY SHERIFF'S OFF	134840	11/08/2019	SEPT 2019/TCSO	010-401-42231		11/08/2019	45.10
TAC HEALTH BENEFITS POOL	134947	11/13/2019	PAVLOCK, DELORES	010-401-40150		11/13/2019	-773.47
TAC HEALTH BENEFITS POOL	134947	11/13/2019	HENDERSON, MICHAELA	010-401-40150		11/13/2019	-775.91
TAC HEALTH BENEFITS POOL	134947	11/06/2019	LIFE INSURANCE NOVEMBER	010-401-40150		11/06/2019	2,039.04
TAC HEALTH BENEFITS POOL	134947	11/06/2019	MURPHY, JOANNA/RETIREE	010-401-40150		11/06/2019	761.82
TAC HEALTH BENEFITS POOL	134947	11/13/2019	LIFE INS. ADJUSTMENTS/NO	010-401-40150		11/13/2019	70.29
TAC HEALTH BENEFITS POOL	134947	11/13/2019	DOWDEN, FINISIA/NOV 2019	010-401-40150		11/13/2019	687.22
TAC HEALTH BENEFITS POOL	134947	11/13/2019	CHENYWORTH, TREY/NOV 2	010-401-40150		11/13/2019	1,202.57
TAC HEALTH BENEFITS POOL	134947	11/13/2019	FORD, BRADLEY/FOR OCT. 20	010-401-40150		11/13/2019	759.30
TAC HEALTH BENEFITS POOL	134947	11/13/2019	ADJUSTMENT	010-401-40150		11/13/2019	38.87

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CYPHER COMPUTERS	134954	11/15/2019	INV.#0002237/CO. OFFICES	010-440-42353		11/15/2019	455.00
WALLING SIGNS & GRAPHICS	134962	11/15/2019	NOTARY STAMP FOR GAIL DO	010-411-42100		11/15/2019	23.00
FMMS HOLDINGS OF TEXAS,	134956	11/15/2019	INV.#14175/JP.2	010-401-42643		11/15/2019	2,000.00
ZACHARY, JIM "CONSTABLE"	134964	11/15/2019	REIMB / CONST PCT 4	010-429-43220		11/15/2019	164.68
ZACHARY, JIM "CONSTABLE"	134964	11/15/2019	REIMB UNIFORMS / PCT 4	010-429-42150		11/15/2019	444.98
VOTH, STEPHANIE	134961	11/15/2019	REIMB./COAUD	010-401-48000		11/15/2019	129.75
LILLEY, JOHN	134957	11/15/2019	INV.#525545	010-442-42412		11/15/2019	500.00
WEATHERBY, ANALICIA	134963	11/15/2019	INV#646464/COJUD	010-442-42412		11/15/2019	206.00
SYSTEM ACCESS	134959	11/15/2019	INV#CC119/COCLK	010-440-42353		11/15/2019	65.00
SYSTEM ACCESS	134959	11/15/2019	INV#DA229/CDA	010-440-42353		11/15/2019	65.00
SERVICE BY SCOTT	135049	11/18/2019	INV#012862/TCSO	010-442-42411		11/18/2019	547.53
SERVICE BY SCOTT	135049	11/18/2019	INV#012869/TCSO	010-442-42411		11/18/2019	258.00
POLK COUNTY SHERIFF'S OFF	135036	11/18/2019	OCT.2019/TCSO	010-401-42231		11/18/2019	7,440.00
DEEP EAST TEXAS COUNCIL	134985	11/18/2019	DETCOG LUCHEON	010-401-42233		11/18/2019	228.00
A T & T PHONES - ATLANTA,	134966	11/18/2019	4545/DPS - VET SRV	010-440-42350		11/18/2019	126.00
LAKEWAY TIRE & SERVICE-JA	135015	11/18/2019	1063/TCSO	010-426-42400		11/18/2019	177.80
LAKEWAY TIRE & SERVICE-JA	135015	11/18/2019	1063/TCSO	010-426-42401		11/18/2019	1,274.32
LAKEWAY TIRE & SERVICE-JA	135015	11/18/2019	1063/TCSO	010-426-42413		11/18/2019	1,380.62
O'REILLY AUTOMOTIVE, INC.	135033	11/18/2019	596507/TCSO	010-426-42413		11/18/2019	649.72
TIMBERMAN'S SUPPLY	135064	11/18/2019	12032/MAINT.	010-442-42412		11/18/2019	49.99
BROOKSHIRE BRO. FOOD & P	134974	11/18/2019	18005/TCSO	010-427-42157		11/18/2019	133.50
U PUMP IT - GARDNER OIL	135068	11/18/2019	1910/MAINT.	010-442-42400		11/18/2019	177.41
PARKER'S BUILDING SUPPLY -	135035	11/18/2019	22725/MAINT	010-442-42412		11/18/2019	281.96
PARKER'S BUILDING SUPPLY -	135035	11/18/2019	22760/TCSO	010-442-42411		11/18/2019	62.72
TOLAR'S FEED & OUTDOOR S	135065	11/18/2019	INV.#631354/MAINT.	010-442-42412		11/18/2019	8.50
U PUMP IT - GARDNER OIL	135068	11/18/2019	1920/TCSO	010-426-42400		11/18/2019	6,060.85
LARRY TREST AUTOS	135016	11/18/2019	REPAIR TO TRUCK/MAINT.	010-442-42413		11/18/2019	97.16
NEW WAVE COMMUNICATIO	135028	11/18/2019	126919216/EOC	010-440-42350		11/18/2019	94.24
ELECTION SYSTEMS & SOFT	134993	11/18/2019	T94179/COCLK	010-401-42158		11/18/2019	3,539.96
ELECTION SYSTEMS & SOFT	134993	11/18/2019	T94179/COCLK	010-401-42158		11/18/2019	359.84
ELECTION SYSTEMS & SOFT	134993	11/18/2019	T94179/COCLK	010-401-42158		11/18/2019	673.94
ULINE	135069	11/18/2019	13790064/MAINT.	010-442-42106		11/18/2019	132.82
SYNOVIA SOLUTIONS LLC	135056	11/18/2019	INV#122888/TCSO	010-426-42500		11/18/2019	673.00
BYTHEWOOD LEGAL SERVICE	134975	11/18/2019	CAUSE NO 12528,12527,125	010-408-42634		11/18/2019	800.00
MCDONOUGH, TIMOTHY R.	135023	11/18/2019	CAUSE NO 12763	010-408-42634		11/18/2019	3,424.75
VOTACALL, INC.	135073	11/18/2019	INV#127736/TAX	010-420-42500		11/18/2019	63.00
WELLS, JOHN EARL III	135076	11/18/2019	CAUSE NO 12790	010-408-42634		11/18/2019	400.00
VOTACALL, INC.	135073	11/18/2019	INV\$#128458/TAX	010-420-42500		11/18/2019	57.00
MCDONOUGH, TIMOTHY R.	135023	11/18/2019	CAUSE NO 12853	010-408-42634		11/18/2019	600.00
MANN, ROBERT H. ATTY.	135021	11/18/2019	CAUSE NO 12913	010-408-42634		11/18/2019	400.00
WRIGHT, RUSSELL J.	135078	11/18/2019	CAUSE NO 13277	010-408-42634		11/18/2019	1,600.00
MANN, ROBERT H. ATTY.	135021	11/18/2019	CAUSE NO 13400	010-408-42634		11/18/2019	400.00
WRIGHT, RUSSELL J.	135078	11/18/2019	CAUSE NO 13493	010-408-42634		11/18/2019	400.00
WRIGHT, RUSSELL J.	135078	11/18/2019	CAUSE NO 13503	010-408-42634		11/18/2019	400.00

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MCDONOUGH, TIMOTHY R.	135023	11/18/2019	CAUSE NO 13506	010-408-42634		11/18/2019	2,535.15
MANN, ROBERT H. ATTY.	135021	11/18/2019	CAUSE NO 13540	010-408-42634		11/18/2019	400.00
MANN, ROBERT H. ATTY.	135021	11/18/2019	CAUSE NO 13541	010-408-42634		11/18/2019	200.00
MCDONOUGH, TIMOTHY R.	135023	11/18/2019	CAUSE NO 13591	010-408-42634		11/18/2019	400.00
SPENCER, JAMES P. II	135054	11/18/2019	CAUSE NO #13596	010-408-42634		11/18/2019	400.00
MCDONOUGH, TIMOTHY R.	135023	11/18/2019	CAUSE NO 13598	010-408-42634		11/18/2019	400.00
MANN, ROBERT H. ATTY.	135021	11/18/2019	CAUSE NO 13600	010-408-42634		11/18/2019	200.00
ENTERGY	134995	11/18/2019	137147179/COCLK	010-442-42516		11/18/2019	23.05
QUILL CORPORATION	135043	11/18/2019	5421407/DPS	010-430-42100		11/18/2019	49.98
WRIGHT, RUSSELL J.	135078	11/18/2019	CAUSE NO. 18-00014 BM	010-415-42634		11/18/2019	200.00
MANN, ROBERT H. ATTY.	135021	11/18/2019	CAUSE NO 19-00074	010-415-42634		11/18/2019	200.00
IWORQ	135007	11/18/2019	1822/COAUD	010-440-42600		11/18/2019	12,500.00
TEXAS DEPARTMENT OF STAT	135061	11/18/2019	INV#2009653/COCLK	010-402-42500		11/18/2019	168.36
QUILL CORPORATION	135040	11/18/2019	3420103/COCLK	010-401-42158		11/18/2019	503.82
QUILL CORPORATION	135044	11/18/2019	3420103/ COCLK	010-401-42158		11/18/2019	69.98
QUILL CORPORATION	135037	11/18/2019	3420103/COCLK	010-401-42158		11/18/2019	55.98
QUILL CORPORATION	135038	11/18/2019	3420103/ COCLK	010-401-42158		11/18/2019	199.92
QUILL CORPORATION	135041	11/18/2019	3420103/ CO CLK	010-401-42158		11/18/2019	335.36
ENTERGY	134995	11/18/2019	138706940/VENDORS	010-442-42515		11/18/2019	17.43
OVERHEAD DOOR COMPANY	135034	11/18/2019	INV238185/TCSO	010-442-42411		11/18/2019	224.24
BYTHEWOOD LEGAL SERVICE	134975	11/18/2019	CAUSE NO 24668	010-408-42637		11/18/2019	75.00
BYTHEWOOD LEGAL SERVICE	134975	11/18/2019	CAUSE NO.24,779	010-408-42637		11/18/2019	487.50
BYTHEWOOD LEGAL SERVICE	134975	11/18/2019	CAUSE NO.24,792	010-408-42637		11/18/2019	187.50
BYTHEWOOD LEGAL SERVICE	134975	11/18/2019	CAUSE NO.24,809	010-408-42637		11/18/2019	131.25
BYTHEWOOD LEGAL SERVICE	134975	11/18/2019	CAUSE NO.24,897	010-408-42637		11/18/2019	112.50
ADVANCED SYSTEMS & ALAR	134968	11/18/2019	7488/COCLK	010-442-42412		11/18/2019	70.00
BYTHEWOOD LEGAL SERVICE	134975	11/18/2019	CAUSE NO 24515	010-408-42637		11/18/2019	187.50
ADVANCED SYSTEMS & ALAR	134968	11/18/2019	1692/COCLK	010-442-42411		11/18/2019	165.00
ADVANCED SYSTEMS & ALAR	134968	11/18/2019	1692/COCLK	010-442-42411		11/18/2019	101.00
BYTHEWOOD LEGAL SERVICE	134975	11/18/2019	CAUSE NO.24772	010-408-42637		11/18/2019	112.50
CNA SURETY	134980	11/18/2019	BOND#24795876/COAUD	010-422-42900		11/18/2019	50.00
KEATING, DUANE F. ATTORN	135013	11/18/2019	CAUSE NO 24886	010-408-42637		11/18/2019	525.00
KEATING, DUANE F. ATTORN	135013	11/18/2019	CAUSE NO.24886	010-408-42637		11/18/2019	45.00
KEATING, DUANE F. ATTORN	135013	11/18/2019	CAUSE NO 24886	010-408-42637		11/18/2019	525.00
BYTHEWOOD LEGAL SERVICE	134975	11/18/2019	CAUSE NO.24,939	010-408-42637		11/18/2019	93.75
ENTERGY	134995	11/18/2019	139081103/COCLK	010-442-42516		11/18/2019	669.56
BYTHEWOOD LEGAL SERVICE	134975	11/18/2019	CAUSE NO.25004	010-408-42637		11/18/2019	1,050.00
ENTERGY	134995	11/18/2019	135552545/ TCSO	010-442-42511		11/18/2019	17.43
KEATING, DUANE F. ATTORN	135013	11/18/2019	CAUSE NO 25045	010-408-42637		11/18/2019	90.00
KEATING, DUANE F. ATTORN	135013	11/18/2019	CAUSE 25045	010-408-42637		11/18/2019	90.00
KEATING, DUANE F. ATTORN	135013	11/18/2019	CAUSE NO.25048	010-408-42637		11/18/2019	150.00
KEATING, DUANE F. ATTORN	135013	11/18/2019	CAUSE NO 25048	010-408-42637		11/18/2019	457.50
KEATING, DUANE F. ATTORN	135013	11/18/2019	CAUSE NO 25048	010-408-42637		11/18/2019	457.50
MANN, ROBERT H. ATTY.	135021	11/18/2019	CAUSE NO 25088	010-408-42637		11/18/2019	142.50

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MANN, ROBERT H. ATTY.	135021	11/18/2019	CAUSE NO 25096	010-408-42637		11/18/2019	202.50
KEATING, DUANE F. ATTORN	135013	11/18/2019	CAUSE NO 25133	010-408-42637		11/18/2019	285.00
KEATING, DUANE F. ATTORN	135013	11/18/2019	CAUSE NO.25,133/CPS	010-408-42637		11/18/2019	90.00
KEATING, DUANE F. ATTORN	135013	11/18/2019	CAUSE NO 25133	010-408-42637		11/18/2019	285.00
KEATING, DUANE F. ATTORN	135013	11/18/2019	CAUSE NO 25144	010-408-42637		11/18/2019	637.50
KEATING, DUANE F. ATTORN	135013	11/18/2019	CAUSE NO 25144	010-408-42637		11/18/2019	637.50
RELIABLE COURT REPORTING	135045	11/18/2019	INV#29LK1023/COJUD	010-415-42635		11/18/2019	394.24
ELLIOTT ELECTRIC SUPPLY, IN	134994	11/18/2019	3223109-1/D.G.	010-442-42412		11/18/2019	1,798.37
INDOFF OFFICE SUPPLIES	135005	11/18/2019	183750/COCLK	010-440-42101		11/18/2019	285.98
INDOFF OFFICE SUPPLIES	135005	11/18/2019	187474/DSCLK	010-440-42101		11/18/2019	221.70
INDOFF OFFICE SUPPLIES	135005	11/18/2019	183748/MAINT.	010-442-42106		11/18/2019	71.80
INDOFF OFFICE SUPPLIES	135005	11/18/2019	187474/DSCLK	010-407-42100		11/18/2019	41.17
INDOFF OFFICE SUPPLIES	135005	11/18/2019	187474/DSCLK	010-440-42101		11/18/2019	520.98
INDOFF OFFICE SUPPLIES	135005	11/18/2019	187474/DSCLK	010-407-42100		11/18/2019	144.71
INDOFF OFFICE SUPPLIES	135005	11/18/2019	183748/MAINT.	010-442-42106		11/18/2019	119.96
INDOFF OFFICE SUPPLIES	135005	11/18/2019	186597/VET. SRV	010-405-42100		11/18/2019	74.51
INDOFF OFFICE SUPPLIES	135005	11/18/2019	187474/DSCLK	010-407-42100		11/18/2019	58.56
INDOFF OFFICE SUPPLIES	135005	11/18/2019	183748/COJUD	010-421-42100		11/18/2019	114.79
INDOFF OFFICE SUPPLIES	135005	11/18/2019	183748/COJUD	010-440-42101		11/18/2019	563.45
INDOFF OFFICE SUPPLIES	135005	11/18/2019	186597/VETERAN SRIV.	010-405-42100		11/18/2019	22.71
INDOFF OFFICE SUPPLIES	135005	11/18/2019	185596/CDA	010-419-42100		11/18/2019	187.42
BEN E.KEITH FOODS	134972	11/18/2019	781863/TCSO	010-427-42157		11/18/2019	4,498.88
ABLES-LAND, INC.	134967	11/18/2019	INV#363779-0/ TCSO	010-426-42100		11/18/2019	250.38
DIRECTV	134987	11/18/2019	035535115/EOC-DPS	010-440-42350		11/18/2019	159.98
ENTERGY	134995	11/18/2019	1401454467/ T C COMPLEX	010-442-42515		11/18/2019	881.47
BJ TRANSPORT SERVICE, INC.	134973	11/18/2019	INV#3748/JP1	010-401-42643		11/18/2019	225.00
BJ TRANSPORT SERVICE, INC.	134973	11/18/2019	INV#3749/JP2	010-401-42643		11/18/2019	225.00
OFFICE DEPOT	135032	11/18/2019	62203117/COCLK	010-401-42158		11/18/2019	85.95
OFFICE DEPOT	135031	11/18/2019	62203117/COCLK	010-401-42158		11/18/2019	39.39
OFFICE DEPOT	135029	11/18/2019	62203117/COCLK	010-401-42158		11/18/2019	32.97
OFFICE DEPOT	135030	11/18/2019	62203117/COCLK	010-402-42100		11/18/2019	68.36
TCH FAMILY MEDICAL CLINIC	135057	11/18/2019	INV.#4420/EMP.PHYSICALS	010-401-48000		11/18/2019	332.00
TCH FAMILY MEDICAL CLINIC	135057	11/18/2019	INV#4440/ TCSO	010-426-42640		11/18/2019	83.00
DIRECT SOLUTIONS	134986	11/18/2019	INV.#48916/MAINT.	010-442-42106		11/18/2019	1,057.33
SECURITY SHREDDING	135048	11/18/2019	INV#53015/COCLK	010-440-42600		11/18/2019	60.00
SECURITY SHREDDING	135048	11/18/2019	INV#53276/TCSO	010-440-42600		11/18/2019	165.41
FLEET SAFETY EQUIPMENT, I	134996	11/18/2019	TYLERCSO	010-453-43600		11/18/2019	609.98
TEXAS ASSOCIATION OF COU	135060	11/18/2019	216694/COJUD	010-421-42189		11/18/2019	325.00
TEXAS DOCUMENT SOLUTIO	135062	11/18/2019	997956/DSCLK	010-440-42350		11/18/2019	226.47
CLINICAL SOLUTIONS	134979	11/18/2019	INV#68381/ TCSO	010-401-42231		11/18/2019	1,038.59
INDIGENT HEALTHCARE SOL	135004	11/18/2019	INV#68822/COAUD	010-440-42350		11/18/2019	1,059.00
VERIZON WIRELESS	135072	11/18/2019	3400-00002/ TREAS	010-440-42350		11/18/2019	37.99
SOUTHERN HEALTH PARTNE	135053	11/18/2019	TYL-7353/TCSO	010-401-42231		11/18/2019	6,858.32
LEAL-HUDSON , RACHEL ATTY	135017	11/18/2019	CAUSE NO 24908	010-408-42634		11/18/2019	1,020.00

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Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
FOSTER, DONNECE	134997	11/18/2019	CAUSE NO 13454	010-401-42628		11/18/2019	540.00
WELLS, JOHN EARL III	135076	11/18/2019	CAUSE NO 13545	010-408-42634		11/18/2019	787.00
SPENCER, JAMES P. II	135054	11/18/2019	CAUSE NO CR11874	010-408-42634		11/18/2019	400.00
SPENCER, JAMES P. II	135054	11/18/2019	CAUSE NO CR-13393	010-408-42634		11/18/2019	400.00
SPENCER, JAMES P. II	135054	11/18/2019	CAUSE NO CR-13539	010-408-42634		11/18/2019	600.00
CHESTER VOLUNTEER FIRE D	134977	11/15/2019	Monthly Allowance	010-401-42701		11/15/2019	150.00
SHADY GROVE VOLUNTEER F	135051	11/15/2019	Monthly Allowance	010-401-42701		11/15/2019	150.00
WOODVILLE VOLUNTEER FIR	135077	11/15/2019	Monthly Allowance	010-401-42701		11/15/2019	150.00
GT DISTRIBUTORS, INC.	135001	11/18/2019	0039639/TCSO	010-426-42150		11/18/2019	519.15
GT DISTRIBUTORS, INC.	135001	11/18/2019	003939/TCSO	010-426-42150		11/18/2019	648.70
SULLIVAN'S HARDWARE	135055	11/18/2019	OCT.2019/TCCH	010-442-42412		11/18/2019	78.57
CANDY CLEANERS	134976	11/18/2019	OCT. 2019/TCSO	010-426-42150		11/18/2019	420.42
SULLIVAN'S HARDWARE	135055	11/18/2019	OCT.2019/TCSO	010-426-42182		11/18/2019	14.15
AXON ENTERPRISE, INC.	134971	11/18/2019	127132/TCSO	010-401-42178		11/18/2019	8,528.00
COUNTY INFORMATION RES	134983	11/18/2019	INV#SOP015512/COJUD	010-440-42600		11/18/2019	305.00
LIQUID ENVIRONMENTAL SO	135019	11/18/2019	SVC0484739	010-427-42157		11/18/2019	0.20
G & G LOCK AND SAFE CO.	134998	11/18/2019	INV#T24373	010-442-42412		11/18/2019	595.00
G & G LOCK AND SAFE CO.	134998	11/18/2019	INV#T24729/JP	010-442-42412		11/18/2019	131.17
WRIGHT, RUSSELL J.	135078	11/18/2019	UNINDICTED	010-408-42634		11/18/2019	400.00
ICS JAIL SUPPLIES INC.	135003	11/18/2019	75979SD/TCSO	010-427-42108		11/18/2019	320.51
FIRST NATIONAL BANK	135079	11/19/2019	LOAN 67085 VIN# 8962	010-401-48000		11/19/2019	30.50
TEXAS COUNTY & DISTRICT R	DFT0002203	11/14/2019	Tyler County, TX Retirement	010-21320		11/14/2019	6,669.29
TEXAS COUNTY & DISTRICT R	DFT0002207	11/07/2019	Tyler County, TX Retirement	010-21320		11/07/2019	16,398.12
TEXAS COUNTY & DISTRICT R	DFT0002212	11/07/2019	Tyler County, TX Retirement	010-21320		11/07/2019	39.22

Fund 010 - GENERAL FUND Total: 377,257.97

Fund: 021 - ROAD & BRIDGE I

ARD, MELINDA	134768	10/31/2019	INV#935124	021-000-42998		10/31/2019	250.00
MUSTANG RENTAL SERVICES	134799	10/31/2019	INV R3195801/ PCT1	021-000-42160		10/31/2019	7,010.65
CARD SERVICE CENTER/MAS	134800	11/04/2019	SEPT. - OCT.2019/0321	021-000-42425		11/04/2019	601.30
TYLER COUNTY PAYROLL	134809	11/14/2019	FICA	021-21300		11/14/2019	900.24
TYLER COUNTY PAYROLL	134809	11/14/2019	Federal Withholding	021-21300		11/14/2019	663.57
TYLER COUNTY PAYROLL	134809	11/14/2019	Medicare	021-21300		11/14/2019	210.54
TYLER COUNTY PAYROLL	134803	11/07/2019	FICA	021-21300		11/07/2019	1,367.76
TYLER COUNTY PAYROLL	134803	11/07/2019	Federal Withholding	021-21300		11/07/2019	997.93
TYLER COUNTY PAYROLL	134803	11/07/2019	Medicare	021-21300		11/07/2019	319.88
TYLER COUNTY PAYROLL	134802	11/05/2019	PAYROLL TRANSFER	021-29999		11/05/2019	8,210.36
TYLER COUNTY PAYROLL	134808	11/05/2019	PAYROLL TRANSFER	021-29999		11/05/2019	5,532.84
SENECA WATER SUPPLY CORP	134845	11/08/2019	166/PCT 1 BARN	021-000-42510		11/08/2019	41.21
VERIZON WIRELESS	134857	11/08/2019	6997-00002/ PCT 1	021-000-42500		11/08/2019	151.40
ENTERGY	134944	11/08/2019	ACCT #133941435/DETAIL#1	021-000-42510		11/08/2019	114.79
TAC HEALTH BENEFITS POOL	134947	11/06/2019	LIFE INSURANCE NOVEMBER	021-000-40120		11/06/2019	193.61
LOCAL SANITATION, LLC	135020	11/18/2019	3423/PCT1	021-000-42510		11/18/2019	152.50
O'REILLY AUTOMOTIVE, INC.	135033	11/18/2019	591681/PCT1	021-000-42425		11/18/2019	37.43

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Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
TIMBERMAN'S SUPPLY	135064	11/18/2019	12023/PCT 1	021-000-42425		11/18/2019	178.76
U PUMP IT - GARDNER OIL	135068	11/18/2019	1914/PCT 1	021-000-42400		11/18/2019	428.50
PARKER'S BUILDING SUPPLY -	135035	11/18/2019	22700/PCT1	021-000-42425		11/18/2019	42.30
PARKER'S BUILDING SUPPLY -	135035	11/18/2019	22700/PCT3	021-000-42425		11/18/2019	174.94
PARKER'S BUILDING SUPPLY -	135035	11/18/2019	22700/PCT 3	021-000-42425		11/18/2019	464.29
PARKER'S BUILDING SUPPLY -	135035	11/18/2019	22700/ PCT 3	021-000-42425		11/18/2019	27.79
PARKER'S BUILDING SUPPLY -	135035	11/18/2019	22700/PCT 3	021-000-42425		11/18/2019	41.85
PARKER'S BUILDING SUPPLY -	135035	11/18/2019	22700/PCT 3	021-000-42425		11/18/2019	159.57
GARDNER OIL, INC.	134999	11/18/2019	1638/PCT 1	021-000-42400		11/18/2019	1,754.50
PARKER'S BUILDING SUPPLY -	135035	11/18/2019	22700/PCT 3	021-000-42425		11/18/2019	8.25
PARKER'S BUILDING SUPPLY -	135035	11/18/2019	22700/ PCT 3	021-000-42425		11/18/2019	37.90
LAKES AREA SEPTIC & SLUDG	135014	11/18/2019	INV#10792/PCT 1	021-000-42510		11/18/2019	60.00
ECONO SIGNS, LLC	134992	11/18/2019	75979/PCT1	021-000-42998		11/18/2019	249.20
AREA SURVEYING & MAPPIN	134969	11/18/2019	BOUNDARY SURVEY PROJECT	021-000-43200		11/18/2019	1,310.00
MOORE BROTHERS CONSTR	135025	11/18/2019	INV#19-159	021-000-42160		11/18/2019	31,402.50
HOLLIS TIRE CO., INC.	135002	11/18/2019	INV290833/PCT1	021-000-42401		11/18/2019	787.91
ABLES-LAND, INC.	134967	11/18/2019	364274-0/ PCT 1	021-000-42998		11/18/2019	24.55
WALMART COMMUNITY/GE	135074	11/18/2019	5379/PCT 1	021-000-42998		11/18/2019	14.44
TEJAS EQUIPMENT, INC.	135059	11/18/2019	00025/PCT1	021-000-42425		11/18/2019	138.69
TOLAR'S FEED & OUTDOOR S	135065	11/18/2019	INV#631129/PCT1	021-000-42425		11/18/2019	59.40
JASPER XXON TOWING AND	135010	11/18/2019	INV.#8323/PCT1	021-000-42425		11/18/2019	40.00
LAKES AREA SEPTIC & SLUDG	135014	11/18/2019	INV#107101/	021-000-42510		11/18/2019	60.00
MODICA BROS.	135024	11/18/2019	OCTOBER 2019/PCT1	021-000-42401		11/18/2019	1,719.94
DOGGETT MACHINERY SERVI	134988	11/18/2019	0020000651/PCT1	021-000-43200		11/18/2019	79.67
SMART'S TRUCK & TRAILER E	135052	11/18/2019	T6000/PCT1	021-000-42425		11/18/2019	98.10
TEXAS COUNTY & DISTRICT R	DFT0002203	11/14/2019	Tyler County, TX Retirement	021-21320		11/14/2019	956.14
TEXAS COUNTY & DISTRICT R	DFT0002207	11/07/2019	Tyler County, TX Retirement	021-21320		11/07/2019	1,499.39
						Fund 021 - ROAD & BRIDGE I Total:	68,574.59

Fund: 022 - ROAD & BRIDGE II

UNIFIRST HOLDING, INC.	134794	10/31/2019	1526777/PCT1	022-000-42150		10/31/2019	38.63
ARD, MELINDA	134768	10/31/2019	INV#935125/PCT2	022-000-42998		10/31/2019	125.00
CARD SERVICE CENTER/MAS	134800	11/04/2019	SEPT.- OCT.2019/0321	022-000-42659		11/04/2019	379.85
TYLER COUNTY PAYROLL	134809	11/14/2019	FICA	022-21300		11/14/2019	372.00
TYLER COUNTY PAYROLL	134809	11/14/2019	Federal Withholding	022-21300		11/14/2019	290.44
TYLER COUNTY PAYROLL	134809	11/14/2019	Medicare	022-21300		11/14/2019	87.00
TYLER COUNTY PAYROLL	134803	11/07/2019	FICA	022-21300		11/07/2019	1,185.74
TYLER COUNTY PAYROLL	134803	11/07/2019	Federal Withholding	022-21300		11/07/2019	827.17
TYLER COUNTY PAYROLL	134803	11/07/2019	Medicare	022-21300		11/07/2019	277.32
TYLER COUNTY PAYROLL	134802	11/05/2019	PAYROLL TRANSFER	022-29999		11/05/2019	7,179.62
TYLER COUNTY PAYROLL	134808	11/05/2019	PAYROLL TRANSFER	022-29999		11/05/2019	2,270.06
CHESTER GAS SYSTEM	134817	11/08/2019	134/ PCT 2 BARN	022-000-42510		11/08/2019	25.00
SAM HOUSTON ELECTRIC CO	134844	11/08/2019	1833151/ PCT 2	022-000-42510		11/08/2019	111.11
CHESTER WATER SUPPLY CO	134818	11/08/2019	31/PCT 2 BARN	022-000-42510		11/08/2019	20.10

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Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
EASTEX TELEPHONE COOP., I	134826	11/08/2019	2645/PCT 2	022-000-42500		11/08/2019	40.78
UNIFIRST HOLDING, INC.	134852	11/08/2019	1526777/PCT2	022-000-42150		11/08/2019	48.94
UNIFIRST HOLDING, INC.	134852	11/08/2019	1526777/PCT2	022-000-42150		11/08/2019	48.94
VERIZON WIRELESS	134856	11/08/2019	1963-00001/CO AUD,JUPRO,	022-000-42500		11/08/2019	120.39
TAC HEALTH BENEFITS POOL	134947	11/06/2019	LIFE INSURANCE NOVEMBER	022-000-40120		11/06/2019	189.92
TAC HEALTH BENEFITS POOL	134947	11/06/2019	JAMES, JOHNNY/RETIREE	022-000-40120		11/06/2019	761.82
GEO. P. BANE, INC.	135000	11/18/2019	91529M/ PCT 2	022-000-43200		11/18/2019	2,504.22
LOCAL SANITATION, LLC	135020	11/18/2019	2015/ PCT 2 BARN	022-000-42998		11/18/2019	60.00
O'REILLY AUTOMOTIVE, INC.	135033	11/18/2019	591682/PCT2	022-000-42425		11/18/2019	56.93
O'REILLY AUTOMOTIVE, INC.	135033	11/18/2019	591682/PCT2	022-000-42998		11/18/2019	163.98
TYLER COUNTY TRACTOR	135067	11/18/2019	1347/PCT 2	022-000-42425		11/18/2019	11.04
TIMBERMAN'S SUPPLY	135064	11/18/2019	12024/ PCT 4	022-000-42425		11/18/2019	11.95
TIMBERMAN'S SUPPLY	135064	11/18/2019	12024/ PCT 4	022-000-42998		11/18/2019	810.75
GARDNER OIL, INC.	134999	11/18/2019	1639/ PCT 2	022-000-42400		11/18/2019	3,185.66
U PUMP IT - GARDNER OIL	135068	11/18/2019	1918/PCT 2	022-000-42400		11/18/2019	1,090.98
ECONO SIGNS, LLC	134992	11/18/2019	75979 PCT 2	022-000-42425		11/18/2019	1,836.69
CONSOLIDATED COMMUNIC	134982	11/18/2019	2645/0- PCT2	022-000-42500		11/18/2019	11.28
MOORE BROTHERS CONSTR	135025	11/18/2019	INV#19-159	022-000-42160		11/18/2019	31,402.50
JACK ALEXANDER, LTD.	135008	11/18/2019	TYLCO2/PCT 2	022-000-42160		11/18/2019	806.75
JACK ALEXANDER, LTD.	135008	11/18/2019	TYLCO2/PCT 2	022-000-42160		11/18/2019	368.83
JACK ALEXANDER, LTD.	135008	11/18/2019	TYLCO2/PCT2	022-000-42160		11/18/2019	353.08
ABLES-LAND, INC.	134967	11/18/2019	INV#363623-0/ PCT 2	022-000-42998		11/18/2019	82.72
WALMART COMMUNITY/GE	135074	11/18/2019	5379/PCT 1	022-000-42998		11/18/2019	14.44
COASTAL WELDING SUPPLY	134981	11/18/2019	30355/PCT 2	022-000-42425		11/18/2019	119.35
UNIFIRST HOLDING, INC.	135070	11/18/2019	1526777/PCT2	022-000-42150		11/18/2019	48.94
UNIFIRST HOLDING, INC.	135070	11/18/2019	1526777/PCT.1	022-000-42150		11/18/2019	48.94
MODICA BROS.	135024	11/18/2019	OCT 2019/PCT 2	022-000-42401		11/18/2019	1,765.60
SULLIVAN'S HARDWARE	135055	11/18/2019	OCT 2019/ PCT2	022-000-42998		11/18/2019	8.58
TEXAS COUNTY & DISTRICT R	DFT0002203	11/14/2019	Tyler County, TX Retirement	022-21320		11/14/2019	395.11
TEXAS COUNTY & DISTRICT R	DFT0002207	11/07/2019	Tyler County, TX Retirement	022-21320		11/07/2019	1,271.56
Fund 022 - ROAD & BRIDGE II Total:							60,829.71
Fund: 023 - ROAD & BRIDGE III							
TYLER COUNTY PAYROLL	134809	11/14/2019	FICA	023-21300		11/14/2019	1,383.84
TYLER COUNTY PAYROLL	134809	11/14/2019	Federal Withholding	023-21300		11/14/2019	848.64
TYLER COUNTY PAYROLL	134809	11/14/2019	Medicare	023-21300		11/14/2019	323.64
TYLER COUNTY PAYROLL	134803	11/07/2019	FICA	023-21300		11/07/2019	2,318.34
TYLER COUNTY PAYROLL	134803	11/07/2019	Federal Withholding	023-21300		11/07/2019	1,156.45
TYLER COUNTY PAYROLL	134803	11/07/2019	Medicare	023-21300		11/07/2019	542.24
TYLER COUNTY PAYROLL	134802	11/05/2019	PAYROLL TRANSFER	023-29999		11/05/2019	14,669.92
TYLER COUNTY PAYROLL	134808	11/05/2019	PAYROLL TRANSFER	023-29999		11/05/2019	8,676.42
ENTERGY	134944	11/08/2019	ACCT133941435/DETAIL135	023-000-42510		11/08/2019	123.40
WINDSTREAM	134859	11/08/2019	125059843/PCT3	023-000-42500		11/08/2019	179.92
VERIZON WIRELESS	134855	11/08/2019	6997-00003/PCT2	023-000-42500		11/08/2019	110.95

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Payable Dates: 10/29/2019 - 11/25/2019

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
TAC HEALTH BENEFITS POOL	134947	11/06/2019	LIFE INSURANCE NOVEMBER	023-000-40120		11/06/2019	228.73
LOCAL SANITATION, LLC	135020	11/18/2019	3299/PCT 3	023-000-42510		11/18/2019	60.00
SEXTON, MATTIE M.	135050	11/18/2019	10/17/19-PCT 3	023-000-42998		11/18/2019	45.00
LAKEWAY TIRE & SERVICE-JA	135015	11/18/2019	917/PCT 3	023-000-42401		11/18/2019	189.54
O'REILLY AUTOMOTIVE, INC.	135033	11/18/2019	594754/PCT 3	023-000-42425		11/18/2019	19.99
HOLLIS TIRE CO., INC.	135002	11/18/2019	T004/PCT 3	023-000-42401		11/18/2019	114.90
TIMBERMAN'S SUPPLY	135064	11/18/2019	12025/PCT 3	023-000-42425		11/18/2019	449.89
GARDNER OIL, INC.	134999	11/18/2019	1640/PCT 3	023-000-42400		11/18/2019	4,482.00
GARDNER OIL, INC.	134999	11/18/2019	1915/PCT 3	023-000-42400		11/18/2019	278.57
COASTAL WELDING SUPPLY	134981	11/18/2019	30416/PCT 3	023-000-42425		11/18/2019	150.00
SEXTON, MATTIE M.	135050	11/18/2019	11/4/19-PCT 3	023-000-42998		11/18/2019	45.00
DEBBIE'S HARDWARE	134984	11/18/2019	16511/ PCT 3	023-000-42998		11/18/2019	94.14
JR'S TRUCKING , HEAVY EQUI	135011	11/18/2019	INV#17077/ PCT 3	023-000-42425		11/18/2019	2,163.93
JR'S TRUCKING , HEAVY EQUI	135011	11/18/2019	INV#17139/ PCT 3	023-000-42425		11/18/2019	1,584.50
MOORE BROTHERS CONSTR	135025	11/18/2019	INV#19-159	023-000-42160		11/18/2019	31,402.50
MATHESON TRI-GAS, INC.	135022	11/18/2019	E2314/ PCT 3	023-000-42425		11/18/2019	129.44
JACK ALEXANDER, LTD.	135008	11/18/2019	TYLCO3/PCT 3	023-000-42160		11/18/2019	157.17
INDOFF OFFICE SUPPLIES	135005	11/18/2019	375205/ PCT 3 & 4	023-000-42998		11/18/2019	33.00
EAST TEXAS MACHINE	134991	11/18/2019	INV#35270/ PCT 3	023-000-42425		11/18/2019	400.00
CINTAS CORPORATION #048	134978	11/18/2019	10698531/ PCT 3	023-000-42998		11/18/2019	69.08
WALMART COMMUNITY/GE	135074	11/18/2019	5379/PCT 1	023-000-42998		11/18/2019	14.44
ATTOYAC ROCK, LLC	134970	11/18/2019	INV#8059/PCT 3	023-000-42160		11/18/2019	1,255.25
ATTOYAC ROCK, LLC	134970	11/18/2019	INV#8098/ PCT 3	023-000-42160		11/18/2019	591.13
TEXAS COUNTY & DISTRICT R	DFT0002203	11/14/2019	Tyler County, TX Retirement	023-21320		11/14/2019	1,469.77
TEXAS COUNTY & DISTRICT R	DFT0002207	11/07/2019	Tyler County, TX Retirement	023-21320		11/07/2019	2,304.80
Fund 023 - ROAD & BRIDGE III Total:							78,066.53

Fund: 024 - ROAD & BRIDGE IV

RURAL PIPE & SUPPLY	134782	10/31/2019	TYLER4/PCT4	024-000-42161		10/31/2019	529.80
CARD SERVICE CENTER/MAS	134800	11/04/2019	SEPT.- OCT.2019/0321	024-000-42425		11/04/2019	45.44
CARD SERVICE CENTER/MAS	134800	11/04/2019	SEPT.- OCT.2019/0321	024-000-42659		11/04/2019	225.00
TYLER COUNTY PAYROLL	134809	11/14/2019	FICA	024-21300		11/14/2019	602.64
TYLER COUNTY PAYROLL	134809	11/14/2019	Federal Withholding	024-21300		11/14/2019	355.51
TYLER COUNTY PAYROLL	134809	11/14/2019	Medicare	024-21300		11/14/2019	140.94
TYLER COUNTY PAYROLL	134803	11/07/2019	FICA	024-21300		11/07/2019	1,506.46
TYLER COUNTY PAYROLL	134803	11/07/2019	Federal Withholding	024-21300		11/07/2019	899.02
TYLER COUNTY PAYROLL	134803	11/07/2019	Medicare	024-21300		11/07/2019	352.32
TYLER COUNTY PAYROLL	134802	11/05/2019	PAYROLL TRANSFER	024-29999		11/05/2019	9,200.72
TYLER COUNTY PAYROLL	134808	11/05/2019	PAYROLL TRANSFER	024-29999		11/05/2019	3,792.50
TYLER COUNTY WATER SUPP	134851	11/08/2019	005836/ PCT 4 BARN	024-000-42510		11/08/2019	34.94
ENTERGY	134944	11/08/2019	ACCT133941435/DETAIL140	024-000-42510		11/08/2019	81.45
ENTERGY	134944	11/08/2019	ACCT133941435/DETAIL140	024-000-42510		11/08/2019	44.39
TAC HEALTH BENEFITS POOL	134947	11/06/2019	LIFE INSURANCE NOVEMBER	024-000-40120		11/06/2019	250.93
BENTON, ALLEN	134953	11/15/2019	10/28/19- PCT 4	024-000-42425		11/15/2019	300.00

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JASPER COUNTY TRACTOR, F	135009	11/18/2019	TCP4/PCT4	024-000-42425		11/18/2019	591.69
LOCAL SANITATION, LLC	135020	11/18/2019	3365/PCT4	024-000-42510		11/18/2019	65.00
TIMBERMAN'S SUPPLY	135064	11/18/2019	12026/ PCT 4	024-000-42425		11/18/2019	95.28
GARDNER OIL, INC.	134999	11/18/2019	1641/PCT4	024-000-42400		11/18/2019	2,075.08
U PUMP IT - GARDNER OIL	135068	11/18/2019	1916/PCT 4	024-000-42400		11/18/2019	216.45
PARKER'S BUILDING SUPPLY -	135035	11/18/2019	22715/PCT 4	024-000-42425		11/18/2019	469.99
COASTAL WELDING SUPPLY	134981	11/18/2019	01061/PCT4	024-000-42425		11/18/2019	284.42
ROGUE WASTE RECOVERY &	135046	11/18/2019	INV#1288/ A- PCT 4	024-000-42425		11/18/2019	90.00
MOORE BROTHERS CONSTR	135025	11/18/2019	INV#19-159	024-000-42160		11/18/2019	31,402.50
KAT EXCAVATION & CONSTR	135012	11/18/2019	INV#211190/PCT4	024-000-42160		11/18/2019	1,998.14
KAT EXCAVATION & CONSTR	135012	11/18/2019	INV#211264/PCT.4	024-000-42160		11/18/2019	1,971.06
HOLLIS TIRE CO., INC.	135002	11/18/2019	T122/PCT4	024-000-42401		11/18/2019	50.00
INDOFF OFFICE SUPPLIES	135005	11/18/2019	375205/PCT4	024-000-42998		11/18/2019	2.95
INDOFF OFFICE SUPPLIES	135005	11/18/2019	375205/ PCT 3 & 4	024-000-42998		11/18/2019	33.15
INDOFF OFFICE SUPPLIES	135005	11/18/2019	375205/ PCT 4	024-000-42998		11/18/2019	29.95
MOTT WHOLESALE, INC.	135026	11/18/2019	INV#464631/ PCT 4	024-000-42425		11/18/2019	698.47
WALMART COMMUNITY/GE	135074	11/18/2019	5379/PCT 1	024-000-42998		11/18/2019	14.43
WAUKESHA-PEARCE INDUST	135075	11/18/2019	200386/PCT 4	024-000-42425		11/18/2019	247.30
VERIZON WIRELESS	135071	11/18/2019	5093-00001/PCT 4	024-000-42500		11/18/2019	26.58
SMART'S TRUCK & TRAILER E	135052	11/18/2019	T6003/PCT4	024-000-42425		11/18/2019	1,225.24
DOGGETT MACHINERY SERVI	134989	11/18/2019	0020000654/PCT.4	024-000-42425		11/18/2019	429.46
DOGGETT MACHINERY SERVI	134990	11/18/2019	0020000654/PCT.4	024-000-42425		11/18/2019	256.50
MUSTANG CAT	135027	11/18/2019	0792930/ PCT4	024-000-42425		11/18/2019	160.90
TEXAS COUNTY & DISTRICT R	DFT0002203	11/14/2019	Tyler County, TX Retirement	024-21320		11/14/2019	640.06
TEXAS COUNTY & DISTRICT R	DFT0002207	11/07/2019	Tyler County, TX Retirement	024-21320		11/07/2019	1,598.97
Fund 024 - ROAD & BRIDGE IV Total:							63,035.63

Fund: 025 - TYLER CO AIRPORT

SAM HOUSTON ELECTRIC CO	134783	10/31/2019	2782325/ AIRPORT	025-000-42510		10/31/2019	85.87
SAM HOUSTON ELECTRIC CO	134783	10/31/2019	2708881/AIRPORT	025-000-42510		10/31/2019	20.50
ARD, MELINDA	134815	11/08/2019	10-16-19/ AIRPORT	025-000-42410		11/08/2019	40.00
CITY OF WOODVILLE	134819	11/08/2019	00002090/AIRPORT	025-000-42510		11/08/2019	25.00
SAM HOUSTON ELECTRIC CO	134844	11/08/2019	342683/AIRPORT	025-000-42510		11/08/2019	38.45
SAM HOUSTON ELECTRIC CO	134844	11/08/2019	35055/ AIRPORT	025-000-42510		11/08/2019	98.89
ARD, MELINDA	134815	11/08/2019	10-2-19 / AIRPORT	025-000-42410		11/08/2019	40.00
ARD, MELINDA	134815	11/08/2019	10-30-19/AIRPORT	025-000-42410		11/08/2019	40.00
TYCO GENERAL FEED & RAN	135066	11/18/2019	527534/527627- PCT 3	025-000-42410		11/18/2019	98.00
Fund 025 - TYLER CO AIRPORT Total:							486.71

Fund: 026 - TYLER CO. RODEO ARENA/FAIRGRND

CITY OF WOODVILLE	134819	11/08/2019	00002496/ RODEO ARENA	026-000-42510		11/08/2019	86.50
SAM HOUSTON ELECTRIC CO	134844	11/08/2019	1313576/RODEO ARENA	026-000-42510		11/08/2019	92.45
SAM HOUSTON ELECTRIC CO	134844	11/08/2019	140061/ RODEO ARENA	026-000-42510		11/08/2019	104.25
SAM HOUSTON ELECTRIC CO	134844	11/08/2019	1807510/ RODEO ARENA	026-000-42510		11/08/2019	238.36
SAM HOUSTON ELECTRIC CO	134844	11/08/2019	1807528/ RODEO	026-000-42510		11/08/2019	290.31

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Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
SAM HOUSTON ELECTRIC CO	134844	11/08/2019	2749173/RODEO ARENA	026-000-42510		11/08/2019	61.94
SAM HOUSTON ELECTRIC CO	134844	11/08/2019	55988/ RODEO ARENA	026-000-42510		11/08/2019	276.32
LOCAL SANITATION, LLC	135020	11/18/2019	2015/ RODEO ARENA	026-000-42410		11/18/2019	120.00
O'REILLY AUTOMOTIVE, INC.	135033	11/18/2019	591682/PCT2	026-000-42410		11/18/2019	250.00
RURAL PIPE & SUPPLY	135047	11/18/2019	TYLCO2/PCT2	026-000-42410		11/18/2019	255.29
SULLIVAN'S HARDWARE	135055	11/18/2019	OCT 2019/ PCT2	026-000-42410		11/18/2019	47.96
Fund 026 - TYLER CO. RODEO ARENA/FAIRGRND Total:							1,823.38
Fund: 029 - BENEVOLENCE FUND							
DEE'S FLOWER SHOP	134955	11/18/2019	INV#1341/COAUD	029-000-42684		11/18/2019	153.00
Fund 029 - BENEVOLENCE FUND Total:							153.00
Fund: 031 - COUNTY CLERK RMP							
TYLER COUNTY PAYROLL	134803	11/07/2019	FICA	031-21300		11/07/2019	148.80
TYLER COUNTY PAYROLL	134803	11/07/2019	Federal Withholding	031-21300		11/07/2019	30.02
TYLER COUNTY PAYROLL	134803	11/07/2019	Medicare	031-21300		11/07/2019	34.80
TYLER COUNTY PAYROLL	134802	11/05/2019	PAYROLL TRANSFER	031-29999		11/05/2019	994.18
TEXAS COUNTY & DISTRICT R	DFT0002207	11/07/2019	Tyler County, TX Retirement	031-21320		11/07/2019	158.04
Fund 031 - COUNTY CLERK RMP Total:							1,365.84
Fund: 036 - LIBRARY FUND							
THOMSON REUTERS - WEST	134793	10/31/2019	1000705398/CDA	036-000-48007		10/31/2019	367.50
CARD SERVICE CENTER/MAS	134800	11/04/2019	SEPT.- OCT.2019/0321	036-000-48007		11/04/2019	56.75
LEXIS NEXIS	135018	11/18/2019	422MPTRMW/COJUD	036-000-48007		11/18/2019	333.66
Fund 036 - LIBRARY FUND Total:							757.91
Fund: 039 - TXCDBG SMALL BUSINESS LOAN PRJ							
TEXAS DEPT. OF AGRICULTUR	1112	10/29/2019	CONTRACT NO 726192 TYLE	039-000-44300		10/29/2019	557.50
Fund 039 - TXCDBG SMALL BUSINESS LOAN PRJ Total:							557.50
Fund: 044 - COURTHOUSE SECURITY							
TYLER COUNTY PAYROLL	134809	11/14/2019	FICA	044-21300		11/14/2019	148.80
TYLER COUNTY PAYROLL	134809	11/14/2019	Federal Withholding	044-21300		11/14/2019	66.22
TYLER COUNTY PAYROLL	134809	11/14/2019	Medicare	044-21300		11/14/2019	34.80
TYLER COUNTY PAYROLL	134803	11/07/2019	FICA	044-21300		11/07/2019	89.74
TYLER COUNTY PAYROLL	134803	11/07/2019	Federal Withholding	044-21300		11/07/2019	83.29
TYLER COUNTY PAYROLL	134803	11/07/2019	Medicare	044-21300		11/07/2019	21.00
TYLER COUNTY PAYROLL	134802	11/05/2019	PAYROLL TRANSFER	044-29999		11/05/2019	518.15
TYLER COUNTY PAYROLL	134808	11/05/2019	PAYROLL TRANSFER	044-29999		11/05/2019	957.98
TEXAS COUNTY & DISTRICT R	DFT0002203	11/14/2019	Tyler County, TX Retirement	044-21320		11/14/2019	158.04
TEXAS COUNTY & DISTRICT R	DFT0002207	11/07/2019	Tyler County, TX Retirement	044-21320		11/07/2019	93.86
Fund 044 - COURTHOUSE SECURITY Total:							2,171.88
Fund: 050 - C D A FEES							
TDCAA	135058	11/18/2019	MEMB. DUES/ SULLIVAN, VIR	050-000-48000		11/18/2019	50.00
Fund 050 - C D A FEES Total:							50.00

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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	134843	11/08/2019	10/19/COAUD	052-000-42600		11/08/2019	345.17
Fund 052 - ALTERNATE DISPUTE RESOLUTION Total:							345.17
Fund: 053 - ADULT PROBATION							
CARD SERVICE CENTER/MAS	134800	11/04/2019	SEPT.- OCT.2019/0321	053-000-42104		11/04/2019	108.24
CARD SERVICE CENTER/MAS	134800	11/04/2019	SEPT.- OCT.2019/0321	053-000-42104		11/04/2019	135.94
CARD SERVICE CENTER/MAS	134800	11/04/2019	SEPT.- OCT.2019/0321	053-000-42664		11/04/2019	108.10
CARD SERVICE CENTER/MAS	134800	11/04/2019	SEPT.- OCT.2019/0321	053-434-42109		11/04/2019	109.99
CARD SERVICE CENTER/MAS	134800	11/04/2019	SEPT.- OCT.2019/0321	053-461-42664		11/04/2019	103.90
TYLER CO. COMMUNITY SUP	134806	11/07/2019	State Health Insurance	053-21300		11/07/2019	830.62
TYLER COUNTY PAYROLL	134803	11/07/2019	FICA	053-21300		11/07/2019	1,037.58
TYLER COUNTY PAYROLL	134803	11/07/2019	Federal Withholding	053-21300		11/07/2019	397.20
TYLER COUNTY PAYROLL	134803	11/07/2019	Medicare	053-21300		11/07/2019	242.66
TYLER COUNTY PAYROLL	134802	11/05/2019	PAYROLL TRANSFER	053-29999		11/05/2019	6,671.12
TAYLOR, JOHN D.	134850	11/08/2019	SEPT - NOV JAIL PACKETS / C	053-000-40000		11/08/2019	580.00
TEXAS DOCUMENT SOLUTIO	135063	11/18/2019	LK1670/CSCD	053-000-42104		11/18/2019	63.12
TEXAS COUNTY & DISTRICT R	DFT0002207	11/07/2019	Tyler County, TX Retirement	053-21320		11/07/2019	1,221.25
Fund 053 - ADULT PROBATION Total:							11,609.72
Fund: 054 - JUVENILE PROBATION							
FERTITTA, CINDY	134776	10/31/2019	PARENTING SESSIONS/ JUPR	054-451-42356		10/31/2019	25.00
CELESTINE, GODWIN	134772	10/31/2019	RESTITUTION PAYMENT #165	054-457-42907		10/31/2019	131.25
GREGORCYK, SCOTT	134779	10/31/2019	RESTITUTION PAYMENT PID	054-457-42907		10/31/2019	131.25
SHEFFIELD, TONYA	134784	10/31/2019	SEPT 2019/ JUPRO	054-438-42666		10/31/2019	78.30
TYLER COUNTY PAYROLL	134809	11/14/2019	FICA	054-21300		11/14/2019	810.96
TYLER COUNTY PAYROLL	134809	11/14/2019	Federal Withholding	054-21300		11/14/2019	673.19
TYLER COUNTY PAYROLL	134809	11/14/2019	Medicare	054-21300		11/14/2019	189.66
NATIONWIDE RETIREMENT S	134805	11/07/2019	Deferred Comp	054-21300		11/07/2019	75.00
TYLER COUNTY PAYROLL	134803	11/07/2019	FICA	054-21300		11/07/2019	795.18
TYLER COUNTY PAYROLL	134803	11/07/2019	Federal Withholding	054-21300		11/07/2019	625.98
TYLER COUNTY PAYROLL	134803	11/07/2019	Medicare	054-21300		11/07/2019	185.98
TYLER COUNTY PAYROLL	134802	11/05/2019	PAYROLL TRANSFER	054-29999		11/05/2019	4,710.74
TYLER COUNTY PAYROLL	134808	11/05/2019	PAYROLL TRANSFER	054-29999		11/05/2019	4,908.70
D. SCOTT HUGHES CENTER F	134823	11/08/2019	INV#0000307/ JUV PROB	054-455-42112		11/08/2019	150.00
SHEFFIELD, TONYA	134847	11/08/2019	MILEAGE / JUPRO	054-438-42666		11/08/2019	298.70
TAC HEALTH BENEFITS POOL	134947	11/06/2019	LIFE INSURANCE NOVEMBER	054-455-40120		11/06/2019	78.40
JAMES, JOHN	134965	11/18/2019	LODGING	054-455-42112		11/18/2019	84.74
TEXAS COUNTY & DISTRICT R	DFT0002203	11/14/2019	Tyler County, TX Retirement	054-21320		11/14/2019	861.32
TEXAS COUNTY & DISTRICT R	DFT0002207	11/07/2019	Tyler County, TX Retirement	054-21320		11/07/2019	851.77
Fund 054 - JUVENILE PROBATION Total:							15,666.12
Fund: 073 - JUSTICE COURT TECHNOLOGY FUND							
VERIZON WIRELESS	134856	11/08/2019	1963-00001/CO AUD,JUPRO,	073-000-42101		11/08/2019	160.52
Fund 073 - JUSTICE COURT TECHNOLOGY FUND Total:							160.52

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Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Fund: 076 - EMERGENCY OPERATIONS CENTER							
CARD SERVICE CENTER/MAS	134800	11/04/2019	SEPT.- OCT.2019/0321	076-000-42150		11/04/2019	69.98
CARD SERVICE CENTER/MAS	134800	11/04/2019	SEPT.- OCT.2019/0321	076-000-42416		11/04/2019	19.98
TYLER COUNTY PAYROLL	134809	11/14/2019	FICA	076-21300		11/14/2019	44.64
TYLER COUNTY PAYROLL	134809	11/14/2019	Medicare	076-21300		11/14/2019	10.44
TYLER COUNTY PAYROLL	134803	11/07/2019	FICA	076-21300		11/07/2019	487.06
TYLER COUNTY PAYROLL	134803	11/07/2019	Federal Withholding	076-21300		11/07/2019	321.91
TYLER COUNTY PAYROLL	134803	11/07/2019	Medicare	076-21300		11/07/2019	113.92
TYLER COUNTY PAYROLL	134802	11/05/2019	PAYROLL TRANSFER	076-29999		11/05/2019	2,998.39
TYLER COUNTY PAYROLL	134808	11/05/2019	PAYROLL TRANSFER	076-29999		11/05/2019	307.26
TAC HEALTH BENEFITS POOL	134947	11/06/2019	LIFE INSURANCE NOVEMBER	076-000-40120		11/06/2019	78.08
U PUMP IT - GARDNER OIL	135068	11/18/2019	1911/EOC	076-000-42416		11/18/2019	379.49
QUILL CORPORATION	135039	11/18/2019	7309806/EOC	076-000-42100		11/18/2019	32.99
TEXAS COUNTY & DISTRICT R	DFT0002203	11/14/2019	Tyler County, TX Retirement	076-21320		11/14/2019	47.41
TEXAS COUNTY & DISTRICT R	DFT0002207	11/07/2019	Tyler County, TX Retirement	076-21320		11/07/2019	516.19
Fund 076 - EMERGENCY OPERATIONS CENTER Total:							5,427.74
Fund: 089 - TYLER COUNTY NUTRITION CENTER							
CITY OF WOODVILLE	134819	11/08/2019	07087601/ NUTR CTR	089-000-42510		11/08/2019	89.23
MAGNOLIA APPLIANCE	134958	11/15/2019	INV#788862/NUTR.CNTR.	089-000-42510		11/15/2019	949.50
MAGNOLIA APPLIANCE	134958	11/15/2019	INV#788866/NUT CENTER	089-000-42510		11/15/2019	3,700.00
QUILL CORPORATION	135042	11/18/2019	7309806/NUTR.CTR.	089-000-42410		11/18/2019	16.99
ENTERGY	134995	11/18/2019	136560141/ SHELTER	089-000-42510		11/18/2019	581.40
ENTERGY	134995	11/18/2019	136560323/ NUT CENTER	089-000-42510		11/18/2019	1,325.00
ADVANCED SYSTEMS & ALAR	134968	11/18/2019	INV.#245507/NUTR.CTR.	089-000-42410		11/18/2019	117.00
ENTERGY	134995	11/18/2019	149065096/ NUT CENTER	089-000-42510		11/18/2019	26.83
Fund 089 - TYLER COUNTY NUTRITION CENTER Total:							6,805.95
Fund: 093 - PAYROLL ACCOUNT							
UNITED STATES TREASURY-IR	DFT0002202	10/31/2019	OCTOBER FEDERAL TAXES EL	093-11000		10/31/2019	19.28
UNITED STATES TREASURY-IR	DFT0002210	11/05/2019	NOVEMBER FEDERAL TAXES	093-11000		11/05/2019	44,686.82
UNITED STATES TREASURY-IR	DFT0002211	11/05/2019	NOVEMBER FEDERAL TAXES	093-11000		11/05/2019	19,711.34
UNITED STATES TREASURY-IR	DFT0002213	11/07/2019	PAYROLL TAXES/11.07.2019	093-11000		11/07/2019	49.16
Fund 093 - PAYROLL ACCOUNT Total:							64,466.60
Fund: 095 - STATE- APPELLATE JUDICIAL FUND							
NINTH COURT OF APPEALS	134837	11/08/2019	SB325CH22/COCLK	095-32516		11/08/2019	40.00
NINTH COURT OF APPEALS	134837	11/08/2019	SB-325/CH22 DSCLK	095-32519		11/08/2019	85.00
Fund 095 - STATE- APPELLATE JUDICIAL FUND Total:							125.00
Fund: 111 - COURTHOUSE RESTORATION							
THE LABICHE ARCHITECTURA	134960	11/15/2019	INV#190204/COJUD	111-000-48011		11/15/2019	6,000.30
Fund 111 - COURTHOUSE RESTORATION Total:							6,000.30
Grand Total:							765,737.77

Report Summary

Fund Summary

Fund	Payment Amount
010 - GENERAL FUND	377,257.97
021 - ROAD & BRIDGE I	68,574.59
022 - ROAD & BRIDGE II	60,829.71
023 - ROAD & BRIDGE III	78,066.53
024 - ROAD & BRIDGE IV	63,035.63
025 - TYLER CO AIRPORT	486.71
026 - TYLER CO. RODEO ARENA/FAIRGRND	1,823.38
029 - BENEVOLENCE FUND	153.00
031 - COUNTY CLERK RMP	1,365.84
036 - LIBRARY FUND	757.91
039 - TXCDBG SMALL BUSINESS LOAN PRJ	557.50
044 - COURTHOUSE SECURITY	2,171.88
050 - C D A FEES	50.00
052 - ALTERNATE DISPUTE RESOLUTION	345.17
053 - ADULT PROBATION	11,609.72
054 - JUVENILE PROBATION	15,666.12
073 - JUSTICE COURT TECHNOLOGY FUND	160.52
076 - EMERGENCY OPERATIONS CENTER	5,427.74
089 - TYLER COUNTY NUTRITION CENTER	6,805.95
093 - PAYROLL ACCOUNT	64,466.60
095 - STATE- APPELLATE JUDICIAL FUND	125.00
111 - COURTHOUSE RESTORATION	6,000.30
Grand Total:	765,737.77

Account Summary

Account Number	Account Name	Payment Amount
010-21300	PAYROLL LIABILITIES	40,378.28
010-21320	RETIREMENT	23,106.63
010-29999	Due To Other Funds	131,471.05
010-401-40150	CONTINGENCY/HOSPITA	4,009.73
010-401-42111	POSTAGE FOR POSTAGE	157.54
010-401-42158	ELECTION EXPENSE	20,079.37
010-401-42178	CONTINGENCY FOR MIS	10,642.73
010-401-42231	HOUSING OF TCSO INM	22,523.83
010-401-42233	TRAVEL (COUNTY REPRE	477.40
010-401-42628	CONTINGENCY FOR LEG	2,600.81
010-401-42643	AUTOPSIES	6,700.00
010-401-42701	RURAL FIRE PROTECTIO	450.00
010-401-48000	MISCELLANEOUS EXPEN	492.25
010-402-42100	OFFICE SUPPLIES	105.96

Account Summary

Account Number	Account Name	Payment Amount
010-402-42500	TELEPHONE	168.36
010-402-42659	TRAVEL & EDUCATION	1,397.01
010-405-42100	OFFICE SUPPLIES	97.22
010-407-42100	OFFICE SUPPLIES	244.44
010-408-42347	PSYCHIATRIC & MEDICAL	1,095.00
010-408-42634	COURT APPOINTED ATT	20,566.90
010-408-42637	CPS COURT APPOINTED	11,563.27
010-408-42638	CPS COURT REPORTER	551.61
010-408-42685	FOOD/LODGING FOR JU	159.67
010-409-42636	COURT REPORTER TRAV	447.00
010-410-42354	COURT SUPPLEMENTS &	697.50
010-411-42100	OFFICE SUPPLIES	23.00
010-414-42500	TELEPHONE	26.20
010-415-42634	COURT APPOINTED ATT	400.00
010-415-42635	COURT REPORTER	394.24
010-419-42100	OFFICE SUPPLIES	187.42
010-419-42222	WITNESS EXPENSE	454.62
010-419-42500	TELEPHONE	80.26
010-419-42659	TRAVEL & EDUCATION	1,865.78
010-420-42500	TELEPHONE	120.00
010-420-42659	TRAVEL & EDUCATION	297.44
010-421-42100	OFFICE SUPPLIES	114.79
010-421-42189	EDUCATION, GOVERNME	734.85
010-422-42659	TRAVEL & EDUCATION	475.80
010-422-42900	BONDS	50.00
010-426-42100	OFFICE SUPPLIES	250.38
010-426-42150	UNIFORMS	1,766.77
010-426-42182	DEPUTIES SUPPLIES	14.15
010-426-42400	GAS, OIL, GREASE	6,238.65
010-426-42401	TIRES, TUBES	1,274.32
010-426-42413	REPAIRS TO VEHICLES	2,065.79
010-426-42500	TELEPHONE	1,443.30
010-426-42640	EMPLOYEE PHYSICALS	83.00
010-426-42659	TRAVEL & EDUCATION	123.31
010-427-42108	JAIL SUPPLIES	320.51
010-427-42157	PRISONER MEALS	4,660.54
010-429-42150	UNIFORMS	444.98
010-429-43220	EMERGENCY EQUIPMEN	164.68
010-430-42100	OFFICE SUPPLIES	49.98
010-439-42225	OUT-OF-COUNTY TRAVE	83.52
010-440-42101	SUPPLIES	6,024.02
010-440-42350	SERVICE CONTRACTS	5,924.07

Account Summary

Account Number	Account Name	Payment Amount
010-440-42353	SUPPORT SERVICES	2,494.00
010-440-42600	PROFESSIONAL SERVICE	13,030.41
010-440-42677	EQUIPMENT LEASE	3,708.27
010-442-42106	JANITORS SUPPLIES	1,381.91
010-442-42150	UNIFORMS	36.00
010-442-42400	GAS, OIL, GREASE	177.41
010-442-42411	REPAIRS & MAINTENAN	1,358.49
010-442-42412	REPAIRS & MAINTENAN	6,968.56
010-442-42413	REPAIRS TO VEHICLES	97.16
010-442-42417	REPAIRS & MAINTENAN	615.00
010-442-42511	UTILITIES-JUSTICE CENTE	5,408.23
010-442-42515	UTILITIES-COURTHOUSE	2,843.48
010-442-42516	UTILITIES-COUNTY	726.61
010-442-42517	UTILITIES-TAX OFFICE	412.53
010-453-43600	SHERIFF'S CARS	1,659.98
021-000-40120	HOSPITALIZATION	193.61
021-000-42160	ROAD MATERIAL	38,413.15
021-000-42400	GAS, OIL, GREASE	2,183.00
021-000-42401	TIRES, TUBES	2,507.85
021-000-42425	MACHINERY MAINTENA	2,110.57
021-000-42500	TELEPHONE	151.40
021-000-42510	UTILITIES	428.50
021-000-42998	MISCELLANEOUS SUPPLI	538.19
021-000-43200	PURCHASE OF EQUIPME	1,389.67
021-21300	PAYROLL LIABILITIES	4,459.92
021-21320	RETIREMENT	2,455.53
021-29999	Due To Other Funds	13,743.20
022-000-40120	HOSPITALIZATION	951.74
022-000-42150	UNIFORMS	234.39
022-000-42160	ROAD MATERIAL	32,931.16
022-000-42400	GAS, OIL, GREASE	4,276.64
022-000-42401	TIRES, TUBES	1,765.60
022-000-42425	MACHINERY MAINTENA	2,035.96
022-000-42500	TELEPHONE	172.45
022-000-42510	UTILITIES	156.21
022-000-42659	TRAVEL & EDUCATION	379.85
022-000-42998	MISCELLANEOUS SUPPLI	1,265.47
022-000-43200	PURCHASE OF EQUIPME	2,504.22
022-21300	PAYROLL LIABILITIES	3,039.67
022-21320	RETIREMENT	1,666.67
022-29999	Due To Other Funds	9,449.68
023-000-40120	HOSPITALIZATION	228.73

Account Summary		
Account Number	Account Name	Payment Amount
023-000-42160	ROAD MATERIAL	33,406.05
023-000-42400	GAS, OIL, GREASE	4,760.57
023-000-42401	TIRES, TUBES	304.44
023-000-42425	MACHINERY MAINTENA	4,897.75
023-000-42500	TELEPHONE	290.87
023-000-42510	UTILITIES	183.40
023-000-42998	MISCELLANEOUS SUPPLI	300.66
023-21300	PAYROLL LIABILITIES	6,573.15
023-21320	RETIREMENT	3,774.57
023-29999	Due To Other Funds	23,346.34
024-000-40120	HOSPITALIZATION	250.93
024-000-42160	ROAD MATERIAL	35,371.70
024-000-42161	CULVERTS	529.80
024-000-42400	GAS, OIL, GREASE	2,291.53
024-000-42401	TIRES, TUBES	50.00
024-000-42425	MACHINERY MAINTENA	4,894.69
024-000-42500	TELEPHONE	26.58
024-000-42510	UTILITIES	225.78
024-000-42659	TRAVEL & EDUCATION	225.00
024-000-42998	MISCELLANEOUS SUPPLI	80.48
024-21300	PAYROLL LIABILITIES	3,856.89
024-21320	RETIREMENT	2,239.03
024-29999	Due To Other Funds	12,993.22
025-000-42410	REPAIRS & MAINTENAN	218.00
025-000-42510	UTILITIES	268.71
026-000-42410	REPAIRS & MAINTENAN	673.25
026-000-42510	UTILITIES	1,150.13
029-000-42684	FLORALS	153.00
031-21300	PAYROLL LIABILITIES	213.62
031-21320	RETIREMENT	158.04
031-29999	Due To Other Funds	994.18
036-000-48007	LIBRARY BOOKS & SUPP	757.91
039-000-44300	LOAN REPAYMENT	557.50
044-21300	PAYROLL LIABILITIES	443.85
044-21320	RETIREMENT	251.90
044-29999	Due To Other Funds	1,476.13
050-000-48000	MISCELLANEOUS EXPEN	50.00
052-000-42600	PROFESSIONAL SERVICE	345.17
053-000-40000	SALARIES	580.00
053-000-42104	SUPPLIES & OPERATING	307.30
053-000-42664	TRAVEL/FURNISHED TRA	108.10
053-21300	PAYROLL LIABILITIES	2,508.06

Account Summary

Account Number	Account Name	Payment Amount
053-21320	RETIREMENT	1,221.25
053-29999	Due To Other Funds	6,671.12
053-434-42109	CCP SUPPLIES & OPERAT	109.99
053-461-42664	TRAVEL/FURNISHED TRA	103.90
054-21300	PAYROLL LIABILITIES	3,355.95
054-21320	RETIREMENT	1,713.09
054-29999	Due To Other Funds	9,619.44
054-438-42666	"M"-SNDP TRAVEL & TR	377.00
054-451-42356	MHS/COMMUNITY BASE	25.00
054-455-40120	HOSPITALIZATION	78.40
054-455-42112	LOCAL MONEY (DETCO	234.74
054-457-42907	RESTITUTION	262.50
073-000-42101	SUPPLIES	160.52
076-000-40120	HOSPITALIZATION	78.08
076-000-42100	OFFICE SUPPLIES	32.99
076-000-42150	UNIFORMS	69.98
076-000-42416	VEHICLE OPERATIONS/M	399.47
076-21300	PAYROLL LIABILITIES	977.97
076-21320	RETIREMENT	563.60
076-29999	Due To Other Funds	3,305.65
089-000-42410	REPAIRS & MAINTENAN	133.99
089-000-42510	UTILITIES	6,671.96
093-11000	Due From Other Funds	64,466.60
095-32516	COUNTY CLERK FEES	40.00
095-32519	DISTRICT CLERK FEES	85.00
111-000-48011	COURTHOUSE REPAIRS	6,000.30
	Grand Total:	765,737.77

Project Account Summary

Project Account Key	Payment Amount
None	765,737.77
Grand Total:	765,737.77



GLO CONTRACT NO. 20-066-016-C112
COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY PROGRAM
LOCAL BUYOUT/ACQUISITION PROJECTS
HARVEY ROUND 1 FUNDING

The **GENERAL LAND OFFICE** (“the GLO”), a Texas state agency, and **TYLER COUNTY**, Texas Identification Number (TIN) No. **17460025764** (“Subrecipient”), each a “Party” and collectively “the Parties,” enter into this Subrecipient agreement (the “Contract”) under the U.S. Department of Housing and Urban Development’s Community Development Block Grant Disaster Recovery (“CDBG-DR”) program to provide financial assistance with funds appropriated under the Continuing Appropriations Act, 2018 and Supplemental Appropriations for Disaster Relief Requirements Act, 2017 (Public Law 115-56), enacted on September 8, 2017, to facilitate disaster recovery, restoration, and economic revitalization and to affirmatively further fair housing, in accordance with Executive Order 12892, in areas affected by the Texas Hurricane Harvey (DR-4332), which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121, *et seq.*).

Through CDBG-DR Federal Award Number B-17-DM-48-0001, awarded February 9, 2018, as amended August 14, 2018, and as may be further amended from time to time, the GLO administers grant funds as Community Development Block Grants (Catalog of Federal Domestic Assistance Number 14.228, “Community Development Block Grants/State's program and Non-Entitlement Grants in Hawaii”), as approved by the Texas Land Commissioner, and limited to use for facilitating recovery efforts in Presidentially-declared major disaster areas.

ARTICLE I - GENERAL PROVISIONS

1.01 SCOPE OF PROJECT AND SUBAWARD

(a) **Scope of Project**

The purpose of this Contract is to set forth the terms and conditions of Subrecipient’s participation in the CDBG-DR program. In strict conformance with the terms and conditions of this Contract, Subrecipient shall perform, or cause to be performed, the local Buyout and/or Acquisition Activities defined in **Attachment A** (the “Project”). Subrecipient shall conduct the Project in strict accordance with this Contract, including all Contract Documents listed in **SECTION 1.02**, below, and any Amendments, Revisions, or Technical Guidance Letters issued by the GLO.

(b) **Subaward**

Subrecipient submitted a Grant Application under the Program. The GLO enters into this Contract based on Subrecipient's approved Grant Application.

Subject to the terms and conditions of this Contract and Subrecipient's approved Grant Application, the GLO shall issue a subaward to Subrecipient in an amount not to exceed **\$3,486,382.00**, payable as reimbursement of Subrecipient's allowable expenses, to be used in strict conformance with the terms of this Contract, and the Performance Statement, Budget, and Benchmarks in **Attachment A**.

The GLO is not liable to Subrecipient for any costs Subrecipient incurs before the effective date of this Contract or after the expiration or termination of this Contract. The GLO, in its sole discretion, may reimburse Subrecipient for allowable program costs incurred before the effective date of this Contract, in accordance with federal law.

All other funds obtained by Subrecipient, regardless of the source, that are utilized on Subrecipient's CDBG-DR Activities are subject to compliance with all Federal and State regulations governing this Contract.

1.02 CONTRACT DOCUMENTS

This Contract and the following Attachments, attached hereto and incorporated herein in their entirety for all purposes, shall govern this Contract:

- ATTACHMENT A:** Performance Statement, Budget, and Benchmarks
- ATTACHMENT B:** Federal Assurances and Certifications
- ATTACHMENT C:** General Affirmations
- ATTACHMENT D:** Nonexclusive List of Applicable Laws, Rules, and Regulations
- ATTACHMENT E:** Special Conditions
- ATTACHMENT F:** Monthly Activity Status Report
- ATTACHMENT G:** GLO Information Security Appendix for Subrecipients
- ATTACHMENT H:** Public Law 113-2 Contract Reporting Template

1.03 GUIDANCE DOCUMENTS

Subrecipient is deemed to have read and understood, and shall abide by, all Guidance Documents applicable to the CDBG-DR program, including, without limitation:

- (a) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- (b) the relevant Federal Register publications;
- (c) the Action Plan; and
- (d) the applicable Method of Distribution; and

- (e) Other Guidance Documents posted at: <http://recovery.texas.gov/action-plans/hurricane-harvey/index.html>.

All Guidance Documents are incorporated herein in their entirety for all purposes.

1.04 DEFINITIONS

“Acquisition” means the purchase by Subrecipient of residential real property in a floodplain or Disaster Risk Reduction Area for any public purpose, as further defined in 42 U.S.C. §5305(a)(1). Subrecipient may acquire property through voluntary relinquishment by the property owner upon purchase or through its eminent domain authority.

“Act” means Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. § 5301, *et seq.*).

“Action Plan” means the State of Texas Plan for Disaster Recovery: Hurricane Harvey – Round 1, as amended, found at <http://recovery.texas.gov/hud-requirements-reports/hurricane-harvey/index.html>.

“Activity” means a defined class of works or services eligible to be accomplished using CDBG-DR funds. Activities are specified in Subrecipient Performance Statement and Budget in **Attachment A**.

“Administrative and Audit Regulations” means all applicable statutes, regulations, and other laws governing administration or audit of this Contract, including Title 2, Part 200, Code of Federal Regulations and Chapters 321 and 2155 of the Texas Government Code.

“Amendment” means a written agreement, signed by the Parties hereto, that documents alterations to the Contract other than those permitted by Technical Guidance Letters or Revisions, as herein defined.

“Application” or “Grant Application” means the information Subrecipient provided, that is the basis for the award of funding under this Contract.

“Attachment” means documents, terms, conditions, or additional information physically added to this Contract following the execution page or included by reference, as if physically attached.

“Benchmark” means the milestones identified in **Attachment A** that define Deliverables required for release of funding throughout the life of the Contract.

“Budget” means the budget for the Activities funded by the Contract, a copy of which is included in **Attachment A**.

“Buyout” means an Acquisition by Subrecipient of residential property in a floodplain or Disaster Risk Reduction Area with the intent to reduce risk of real and personal property damage from future flooding events. Real property purchased under a local Buyout program is subject to post-acquisition land use restrictions, which require any structures on the property to be demolished or relocated and the land reverted to a natural floodplain, converted into a retention area, or retained as green space for recreational purposes.

“CDBG-DR” means the U.S. Department of Housing and Urban Development’s Community Development Block Grant Disaster Recovery program.

“C.F.R.” means the United States Code of Federal Regulations.

“Contract” means this entire document, along with any Attachments, both physical and incorporated by reference; and any Amendments, Revisions, or Technical Guidance Letters the GLO may issue, to be incorporated by reference herein for all purposes as they are issued.

“Contract Documents” means the documents listed in **SECTION 1.02**.

“Contract Period” means the period of time between the effective date of the Contract and its expiration or termination date.

“Deliverable(s)” means the work product(s) required to be submitted to the GLO as set forth in the Performance Statement and Benchmarks, which are included in **Attachment A**.

“Disaster Risk Reduction Area” means a clearly delineated area established by Subrecipient in which residential properties suffered damage from Hurricane Harvey and the safety and well-being of area residents are at risk from future flooding events.

“Down-payment Assistance” means financial assistance provided under the Project to low- to moderate-income households to assist the households in purchasing residential properties in location outside of floodplains or Disaster Risk Reduction Areas.

“Equipment” means tangible personal property with a useful life of more than one (1) year and an acquisition cost of Five Thousand Dollars (\$5,000.00) or more per unit, as further defined at 2 C.F.R. § 200.313.

“Event of Default” means the occurrence of any of the events set forth in **SECTION 3.03**, herein.

“Federal Assurances” means Standard Form 424B (for non-construction projects) or Standard Form 424D (for construction projects), as applicable, in **Attachment B**, attached hereto and incorporated herein for all purposes.

“Federal Certifications” means the document titled “Certification Regarding Lobbying – Compliant with Appendix A to 24 C.F.R. Part 87” and Standard Form LLL, “Disclosure of Lobbying Activities,” also in **Attachment B**, attached hereto and incorporated herein for all purposes.

“Federal Register” means the official journal of the federal government of the United States that contains government agency rules, proposed rules, and public notices including U.S. Department of Housing and Urban Development Federal Register Docket Nos. FR-6066-N-01 and FR-6109-N-01 and any other publication affecting Hurricane Harvey – Round 1 CDBG-DR funding allocations.

“Fiscal Year” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“GAAP” means “generally accepted accounting principles.”

“GASB” means accounting principles as defined by the Governmental Accounting Standards Board.

“General Affirmations” means the affirmations in **Attachment C**, which Subrecipient certifies by signing this Contract.

“GLO” means the Texas General Land Office and its officers, employees, and designees.

“GLO Implementation Manual” means the manual created by the GLO for Subrecipients of CDBG-DR grant allocations to provide guidance and training on the policies and procedures required to effectively implement CDBG-DR programs and timely spend grant funds.

“Grant Completion Report” means a report containing an as-built accounting of all projects completed under a CDBG-DR program, and all information required for final acceptance of Deliverables and Contract closeout.

“Guidance Documents” means the documents referenced in **Section 1.03**.

“Housing Unit” means one single-family dwelling or one unit in a multi-family residential complex.

“HUD” means the United States Department of Housing and Urban Development.

“Intellectual Property” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, other intangible proprietary information, and all federal, state, or international registrations or applications for any of the foregoing.

“MOD” means Method of Distribution, referring to a document developed for a specific region that outlines the distribution of CDBG-DR long-term disaster recovery funding to counties, cities, and local government entities in the region.

“Monthly Activity Status Report” means Project Benchmark status reports required under **SECTION 4.02** and included as **Attachment F** of this Contract.

“Performance Statement” means the statement of work for the Project in **Attachment A**, which includes specific Benchmarks and Activities, provides specific Project details and location(s), and lists Project beneficiaries.

“Program” means the Community Development Block Grant Disaster Recovery program, administered by HUD and the GLO.

“Project” means the work to be performed under this Contract, as described in **SECTION 1.01(a)**, above, and **Attachment A**.

“Project Guidelines” means a set of guidelines adopted by Subrecipient and approved by the GLO governing the implementation of the Subrecipient’s local Buyout and/or Acquisition projects under this Contract.

“Project Manager” means the authorized representative of the GLO responsible for the day-to-day management of a Project and the direction of staff and independent contractors in the performance of work relating thereto.

“Public Information Act” or “PIA” means Chapter 552 of the Texas Government Code.

“Relocation Assistance” means monetary or other assistance provided under the Project to assist in the relocation of homeowners out of a floodplain or Disaster Risk Reduction Area.

“Revision” means the GLO’s written approval of changes to Deliverable due dates, movement of funds among budget categories, and other Contract adjustments the GLO may approve without a formal Amendment.

“Subrecipient” means TYLER COUNTY, a recipient of federal CDBG-DR funds through the GLO as the pass-through funding agency. Subrecipient may also be referred to as “Provider” herein.

“Technical Guidance Letter” or “TGL” means an instruction, clarification, or interpretation of the terms or requirements of this Contract, issued by the GLO and provided to Subrecipient that is applicable to specific subject matters pertaining to this Contract and to which the addressed Program participants shall be subject.

“U.S.C.” means the United States Code.

1.05 INTERPRETIVE PROVISIONS

- (a) The meaning of a defined term applies to its singular and plural forms.
- (b) The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- (c) The term “including” means “including, without limitation.”
- (d) Unless otherwise expressly provided, a reference to a contract includes subsequent amendments and other modifications thereto executed according to the contract’s terms and a reference to a statute, regulation, ordinance, or other law includes subsequent amendments, renumbering, recodification, and other modifications thereto by the enacting authority.
- (e) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract.
- (f) The limitations, regulations, and policies contained herein are cumulative and each must be performed in accordance with its terms without regard to other limitations, regulations, and policies affecting the same matter.
- (g) Unless otherwise expressly provided, reference to any GLO action by way of consent, approval, or waiver is deemed modified by the phrase “in its/their sole discretion.” Notwithstanding the preceding, the GLO shall not unreasonably withhold or delay any such approval, consent, or waiver.
- (h) All due dates and/or deadlines referenced in this Contract that occur on a weekend or holiday shall be considered as if occurring on the next business day.
- (i) All time periods in this Contract shall commence on the day after the date on which the applicable event occurred, report is submitted, or request is received.
- (j) Time is of the essence in this Contract.

- (k) In the event of conflicts or inconsistencies between this Contract, its Attachments, federal and state requirements, and any documents incorporated herein by reference, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: all applicable laws, rules, and regulations, including, but not limited to, those included in **Attachment D**; the Contract; **Attachment A**; **Attachment E**; **Attachment B**; **Attachment C**; **Attachment F**; **Attachment G**; **Attachment H**; applicable Guidance Documents, and the GLO Implementation Manual. Conflicts or inconsistencies between GLO Implementation Manual and this Contract, any laws, rules or regulations, or any of the Guidance Documents should be reported to the GLO for clarification of the GLO Implementation Manual.

ARTICLE II – REIMBURSEMENT, ADVANCE PAYMENT, BUDGET VARIANCE, AND INCOME

2.01 REIMBURSEMENT REQUESTS

Each invoice submitted by Subrecipient shall be supported by actual receipts, cancelled checks, and/or such other documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred. Requests for payment must be submitted via email to DR.Billing@glo.texas.gov, or through the GLO's system of record, if specified by Technical Guidance Letter under this Contract.

Subrecipient must submit, and the GLO must approve, all invoices for incurred expenses related to a specific Benchmark, including invoices for expenses incurred by any subcontractor, before Subrecipient will be reimbursed for expenses related to succeeding Benchmarks, as outlined in Attachment A.

2.02 TIMELY EXPENDITURES

In accordance with the Federal Register and to ensure timely expenditure of grant funds, Subrecipient shall submit reimbursement requests under this Contract, at a minimum, quarterly.

THE GLO MUST RECEIVE A REIMBURSEMENT REQUEST FOR AN INCURRED EXPENSE NOT LATER THAN ONE HUNDRED TWENTY (120) DAYS FROM THE DATE SUBRECIPIENT OR ANY OF ITS SUBCONTRACTORS INCURS THE EXPENSE. THE GLO MAY, IN ITS SOLE DISCRETION, DENY REIMBURSEMENT REQUESTS THAT DO NOT MEET THIS REQUIREMENT.

Subrecipient shall make timely payments to its subcontractors in accordance with Chapter 2251 of the Texas Government Code.

Subrecipient shall submit final reimbursement requests to the GLO no later than sixty (60) days after this Contract expires or is terminated. The GLO, in its sole discretion, may deny payment and de-obligate remaining funds from the contract sixty (60) days after expiration or termination of the Contract. The GLO's ability to de-obligate funds under this **Section 2.02** notwithstanding, the GLO shall pay all eligible reimbursement requests.

2.03 VARIANCE

Amendments to decrease or increase the subaward amount or to add or delete an Activity may be made only by written agreement of the Parties, under the formal Amendment process described in **Section 8.15**, below. Upon completion of the Project, the GLO shall formally close out the Project by issuing a close-out letter to Subrecipient. The GLO may, in its sole discretion and in conformance with federal law, approve other adjustments required during Project performance through a Revision or Technical Guidance Letter. Such approvals must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission.

SUBRECIPIENT SHALL SUBMIT A FINAL BUDGET AND ACTUAL EXPENDITURES AS PART OF THE GRANT COMPLETION REPORT TO THE GLO NO LATER THAN SIXTY (60) DAYS AFTER THE CONTRACT TERMINATES OR EXPIRES OR AT THE CONCLUSION OF ALL CONTRACT ACTIVITIES, WHICHEVER OCCURS FIRST. THE GRANT COMPLETION REPORT SHALL BE IN A FORMAT PRESCRIBED BY THE GLO AND SHALL CONFIRM COMPLETION OF ALL ACTIVITIES PERFORMED UNDER THIS CONTRACT.

2.04 PROGRAM INCOME

In accordance with 2 C.F.R. § 200.307, Subrecipient shall maintain records of the receipt and accrual of all Program Income, as Program Income is defined at 2 C.F.R. § 200.80. Subrecipient shall report Program Income to the GLO in accordance with **ARTICLE IV** of this Contract. Subrecipient shall return all Program Income to the GLO at least quarterly.

2.05 SUBAWARD OFFER SUBJECT TO CANCELLATION

IF SUBRECIPIENT DOES NOT RETURN THE ORIGINAL SIGNED CONTRACT TO THE GLO WITHIN SIXTY (60) DAYS OF TRANSMITTAL OF THE CONTRACT TO SUBRECIPIENT, SUBAWARD FUNDING FOR THE PROJECT MAY BE SUBJECT TO CANCELLATION, IN THE SOLE DISCRETION OF THE GLO.

ARTICLE III - DURATION, EXTENSION, AND TERMINATION OF CONTRACT

3.01 DURATION OF CONTRACT AND EXTENSION OF TERM

This Contract shall become effective on the date signed by the last Party, and shall terminate on **November 30, 2021** ("Contract Period"), or upon the completion of all Benchmarks listed in **Attachment A**, and required closeout procedures, whichever occurs first. Subrecipient must meet all Project Benchmarks in Attachment A. Subrecipient's failure to meet any Benchmark may result in suspension of payment or termination under Sections 3.02, 3.03, or 3.04, below.

Upon receipt of a written request and acceptable justification from Subrecipient, the GLO may amend this Contract to extend the Contract Period. **Any request for extension must be received by the GLO at least sixty (60) days before the original termination date of this contract and, if approved, such extension shall be by written amendment.**

3.02 EARLY TERMINATION

The GLO may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days after the date of the notice. Upon receipt of such notice, Subrecipient shall cease work, terminate any subcontracts, and incur no further expense related to this Contract. Such early termination shall be subject to the equitable settlement of the respective interests of the Parties, accrued up to the date of termination.

3.03 EVENTS OF DEFAULT

Each of the following events shall constitute an Event of Default under this Contract: (a) Subrecipient fails to comply with any term, covenant, or provision contained in this Contract; (b) Subrecipient makes a general assignment for the benefit of creditors or takes any similar action for the protection or benefit of creditors; or (c) Subrecipient makes a materially incorrect representation or warranty in a Performance Statement, a reimbursement request for payment, or any report submitted to the GLO under the Contract. Prior to a determination of an Event of Default, the GLO shall allow a thirty (30) day period to cure any deficiency or potential cause of an Event of Default. The GLO may extend the time allowed to cure any deficiency or potential cause of an Event of Default. The GLO shall not arbitrarily withhold approval of an extension of the time allowed to cure a deficiency or potential cause of an Event of Default. In no event shall the amount of time allowed to cure a deficiency or potential cause of an Event of Default extend beyond the Contract Period.

3.04 REMEDIES; NO WAIVER

Upon the occurrence of any Event of Default, the GLO may avail itself of any equitable or legal remedy available to it, including without limitation, withholding payment, disallowing all or part of noncompliant Activities, or suspending or terminating the Contract.

The Parties' rights or remedies under this Contract are not intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Contract, or hereafter legally existing, upon the occurrence of an Event of Default. The GLO's failure to insist upon the strict observance or performance of any of the provisions of this Contract, or to exercise any right or remedy provided in this Contract, shall not impair, waive, or relinquish any such right or remedy with respect to another Event of Default.

ARTICLE IV - CONTRACT ADMINISTRATION

4.01 SUBMISSIONS – GENERALLY

Except for legal notices that must be sent by specific instructions pursuant to **SECTION 8.10** of the Contract and all other reports and documentation the GLO requires, any report, form, document, or request required to be submitted to the GLO under this Contract shall be sent in the format prescribed by the GLO.

If Subrecipient fails to submit to the GLO in a timely and satisfactory manner any report required by this Contract, the GLO, in its sole discretion, may withhold any payments, pending Subrecipient's correction of the deficiency.

(a) Project Guidelines

No later than the close of business sixty (60) days subsequent to the effective date of this Contract, Subrecipient must submit Project Guidelines to the GLO.

(b) Forms

In conformance with required state and federal laws applicable to the Contract:

- (i) Subrecipient certifies, by the execution of this Contract, all statements in **Attachment C**, General Affirmations;
- (ii) Subrecipient must execute Standard Form 424D, Federal Assurances for Construction Programs, found at Page 1 of **Attachment B**;
- (iii) Subrecipient must execute the "Certification Regarding Lobbying Compliant with Appendix A to 24 C.F.R. Part 87," found at Page 3 of **Attachment B**; and
- (iv) If any funds granted under this Contract have been used for lobbying purposes, Subrecipient must complete and execute Standard Form LLL, "Disclosure of Lobbying Activities," found at Page 4 of **Attachment B**.

4.02 MONTHLY ACTIVITY STATUS REPORTS

Subrecipient must provide monthly Activity status reporting, in the format prescribed in **Attachment F** (Monthly Activity Status Report), for each individual Activity identified in **Attachment A**. The Monthly Activity Status Report is due on the first day of each month for the duration of the Contract. Any licenses or permits required for the work identified in **Attachment A** shall be included as a part of the Monthly Activity Status Report for the period during which they are obtained, pursuant to **Section 8.01**, herein. Subrecipient shall email Monthly Activity Status Reports to: DR.Status.Reporting@recovery.texas.gov.

4.03 HUD CONTRACT REPORTING REQUIREMENT

HUD requires the GLO to maintain a public website that accounts for the use and administration of all GLO-administered CDBG-DR grant funds. To assist the GLO in meeting this requirement, Subrecipient must prepare and submit monthly to the GLO a written summary of all contracts procured by Subrecipient using grant funds awarded under this Contract. Reports shall be submitted to cdsubsreporting@recovery.texas.gov, unless otherwise specified in a Technical Guidance Letter issued under this Contract. Subrecipient shall only report contracts as defined in 2 CFR § 200.22. Subrecipient must use a template developed by HUD to prepare the monthly reports, attached hereto as **Attachment H** and accessible online at <https://www.hudexchange.info/resource/3898/public-law-113-2-contract-reporting-template/>. Additional information about this reporting requirement is available in Federal Register publications governing the Hurricane Harvey CDBG-DR funding allocation.

ARTICLE V - FEDERAL AND STATE FUNDING, RECAPTURE OF FUNDS, AND OVERPAYMENT

5.01 FEDERAL FUNDING

- (a) Funding for this Contract is appropriated under the Continuing Appropriations Act, 2018 and Supplemental Appropriations for Disaster Relief Requirements Act, 2017 (Public Law 115-56), enacted on September 8, 2017, to facilitate disaster recovery, restoration, economic revitalization, and to affirmatively further fair housing in accordance with Executive Order 12892, in areas affected by the Texas Hurricane Harvey (DR-4332), which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 *et seq.*). The fulfillment of this Contract is based on those funds being made available to the GLO as the lead administrative state agency. All expenditures under this Contract must be made in accordance with this Contract, the rules and regulations promulgated under the CDBG-DR Program and any other applicable laws. **All funds disbursed under this Contract are subject to recapture and repayment for non-compliance.**
- (b) **To participate in the CDBG-DR program, Subrecipient must have a Data Universal Numbering System (DUNS) number and a Commercial and Government Entity (CAGE) code. Subrecipient must report its DUNS number and CAGE code to the GLO for use in various reporting documents. A DUNS number and CAGE code may be obtained by visiting the System for Award Management website at <https://www.sam.gov>. Assistance with this website is available by calling 866-606-8220.**

5.02 STATE FUNDING

- (a) This Contract shall not be construed as creating any debt on behalf of the State of Texas and/or the GLO in violation of Article III, Section 49, of the Texas Constitution. In compliance with Article VIII, Section 6 of the Texas Constitution, all obligations of the GLO hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the GLO may terminate this Contract. In that event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.
- (b) Any claim by Subrecipient for damages under this Contract may not exceed the amount due and owing Subrecipient under the Contract or the amount of funds appropriated for payment, but not yet paid to Subrecipient, under the annual budget in effect at the time of the breach. Nothing in this provision shall be construed as a waiver of sovereign immunity.

5.03 RECAPTURE OF FUNDS

Subrecipient shall conduct, in a satisfactory manner as determined by the GLO, the Activities as set forth in the Contract. The discretionary right of the GLO to terminate for convenience under **Section 3.02** notwithstanding, the GLO may terminate the Contract and recapture, and be reimbursed by Subrecipient for, any payments made by the GLO

(a) that exceed the maximum allowable HUD rate; (b) that are not allowed under applicable laws, rules, and regulations; or (c) that are otherwise inconsistent with this Contract, including any unapproved expenditures. **This recapture provision applies to any funds expended for the Project or any Activity that does not meet a CDBG-DR Program National Objective as specified in the Performance Statement in Attachment A or that is not otherwise eligible under CDBG-DR regulations.**

5.04 OVERPAYMENT AND DISALLOWED COSTS

Subrecipient shall be liable to the GLO for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Contract. Subrecipient shall reimburse disallowed costs from funds which were not provided or otherwise made available to Subrecipient under this Contract.

5.05 FINAL BENCHMARK

To ensure full performance of the Project, the GLO has set aside an amount equal to five percent (5%) of Subrecipient's subaward until completion and acceptance by the GLO of all Activities and Benchmarks identified in the Performance Statement in **Attachment A**. The GLO shall make a final disbursement only upon receipt of documentation sufficient to determine that Subrecipient has completed the Activities in accordance with the Performance Statement, the Contract Documents, and all applicable laws, rules, and regulations.

ARTICLE VI - INTELLECTUAL PROPERTY

6.01 OWNERSHIP AND USE

- (a) The Parties shall jointly own all right, title, and interest in and to all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract, with each Party having the right to use, reproduce, or publish any or all of such information and other materials without obtaining permission from the other Party and without expense or charge.
- (b) Subrecipient grants the GLO and HUD a royalty free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for U.S. Government purposes, all reports, drafts of reports, or other material, data, drawings, computer programs, and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract.

6.02 NON-ENDORSEMENT BY STATE AND THE UNITED STATES

Subrecipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still or motion pictures, articles, manuscripts, or other publications) that states or implies the GLO, the State of Texas, U.S. Government, or any government employee, endorses a product, service, or position

the Subrecipient represents. Subrecipient may not release information relating to this Contract or state or imply that the GLO, the State of Texas, or the U.S. Government approves of Subrecipient's work products, or considers Subrecipient's work product to be superior to other products or services.

6.03 DISCLAIMER REQUIRED

Subrecipient shall include a disclaimer on all public information releases issued pursuant to this Contract stating that the funds for this Project or any Program are provided by Subrecipient and the Texas General Land Office through HUD's CDBG Program.

ARTICLE VII - RECORDS, AUDIT, AND RETENTION

7.01 BOOKS AND RECORDS

Subrecipient shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records sufficient to allow the GLO, the Texas State Auditor's Office, the United States Government, and/or their authorized representatives to determine Subrecipient's compliance with this Contract and all applicable laws, rules, and regulations, including the applicable laws and regulations provided in **Attachment D**.

7.02 INSPECTION AND AUDIT

- (a) All records related to this Contract, including records of Subrecipient and its Subcontractors, shall be subject to the Administrative and Audit Regulations. Accordingly, such records and work product shall be subject, at any time, to inspection, examination, audit, and copying at the Subrecipient's primary location or any location where such records and work product may be found, with or without notice from the GLO or other government entity with necessary legal authority. Subrecipient shall cooperate fully with any federal or state entity in the conduct of inspection, examination, audit, and copying, including providing all information requested. Subrecipient will ensure that this clause concerning federal and state entities' authority to inspect, examine, audit, and copy records and work product, and the requirement to fully cooperate with the federal and state entities, is included in any subcontract it awards.
- (b) The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. Acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. **The Office of the Comptroller General of the United States, the Government Accountability Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of inspection.** Subrecipient shall ensure that this clause concerning the authority to

audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.

- (c) Subrecipient will be deemed to have read and know of all applicable federal, state, and local laws, regulations, and rules pertaining to the Project, including those identified in **Attachment D**, governing audit requirements.

7.03 SUBRECIPIENT SELF-AUDIT AND TARGETED AUDITS

(a) Subrecipient Self-Audit

Upon the GLO's or HUD's approval, Subrecipient may conduct an annual financial and compliance audit of funds received and performance rendered under this Contract. Subrecipient may use funds budgeted under this Contract to pay for that portion of the cost of such audit services properly allocable to the Activities funded under this Contract, provided that the GLO shall not pay the cost of such audit services until the GLO has received Subrecipient's satisfactory audit report and invoice, as determined by the GLO. The invoice submitted for reimbursement must clearly show the percentage of cost allocable to the Activities funded under this Contract relative to the total cost of the audit services. Therefore, Subrecipient shall submit an invoice showing the total cost of the audit and the corresponding prorated charge per funding source. If applicable, Subrecipient shall submit an explanation with the reimbursement request, explaining why the percentage of audit fees exceeds the prorated amount allowable.

(b) Targeted Audits and Monitoring Visits

The GLO may at any time perform, or instruct the performance of, an annual program and/or fiscal audit, or conduct a special or targeted audit of any aspect of the Subrecipient's operation, using an auditor of the GLO's choice. Subrecipient shall maintain financial and other records prescribed by the GLO or by applicable federal or state laws, rules, and regulations.

7.04 PERIOD OF RETENTION

All records relevant to this Contract shall be retained for a period of three (3) years subsequent to the final closeout of the overall State of Texas CDBG-DR program, in accordance with federal regulations. **The GLO will notify all Program participants of the date upon which local records may be destroyed.**

ARTICLE VIII - MISCELLANEOUS PROVISIONS

8.01 LEGAL OBLIGATIONS

Subrecipient shall procure and maintain for the duration of this Contract any license, authorization, insurance, waiver, permit, qualification, or certification required by federal, state, county, or city statute, ordinance, law, or regulation to be held by Subrecipient to provide the goods or services required by this Contract. Subrecipient shall pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Subrecipient shall pay any such government obligations not paid by its subcontractors during performance of this Contract. **Subrecipient shall include copies of such licenses**

and permits as a part of the Monthly Activity Status Report for the period during which they are obtained.

8.02 INDEMNITY

To the extent permitted under the law, except for damages directly or proximately caused by the gross negligence of the GLO, Subrecipient shall indemnify and hold harmless the State of Texas, the GLO, and the officers, representatives, agents, and employees of the State of Texas and the GLO from any losses, claims, suits, actions, damages, or liability (including all costs and expenses of defending against all of the aforementioned) arising in connection with:

- (a) This Contract;
- (b) Any negligence, act, omission, or misconduct in the performance of the services referenced herein; or
- (c) Any claims or amounts arising or recoverable under federal or state workers' compensation laws, the Texas Tort Claims Act, or any other such laws.

Subrecipient shall be responsible for the safety and well-being of its employees, customers, and invitees. These requirements shall survive the term of this Contract until all claims have been settled or resolved and suitable evidence to that effect has been furnished to the GLO. The provisions of this Section shall survive termination of this Contract.

8.03 INSURANCE AND BOND REQUIREMENTS

- (a) Unless Subrecipient is authorized by Chapter 2259 of the Texas Government Code to self-insure, Subrecipient shall carry insurance for the duration of this Contract in types and amounts necessary and appropriate for the Project.
- (b) Subrecipient shall require all contractors, subcontractors, vendors, service providers, or any other person or entity performing work described in **Attachment A** to carry insurance for the duration of the Project in the types and amounts customarily carried by a person or entity providing such goods or services. Subrecipient shall require any person or entity required to obtain insurance under this Section to complete and file the declaration pages from the insurance policies with Subrecipient whenever a previously identified policy period expires during the term of Subrecipient's contract with the person or entity, as proof of continuing coverage. Subrecipient's contract with any such person or entity shall clearly state that acceptance of the insurance policy declaration pages by the Subrecipient shall not relieve or decrease the liability of the person or entity. **Persons or entities shall be required to update all expired policies before Subrecipient's acceptance of an invoice for monthly payment from such parties.**
- (c) Subrecipient shall require performance and payment bonds to the extent they are required under Chapter 2253 of the Texas Government Code.

- (d) **Subrecipient shall require, on all construction projects, that any person or entity required to provide Federal Construction Assurances shall complete form SF-424D, entitled “Assurances – Construction Programs,” and Subrecipient shall maintain such documentation.**

8.04 ASSIGNMENT AND SUBCONTRACTS

Subrecipient shall not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the GLO's prior written consent. Notwithstanding this provision, Subrecipient may subcontract some or all of the services to be performed under this Contract. In any subcontracts, Subrecipient shall legally bind the subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Subrecipient as specified in this Contract. Nothing in this Contract shall be construed to relieve Subrecipient of the responsibility for ensuring that the goods delivered and/or the services rendered by Subrecipient and/or any of its subcontractors comply with all the terms and provisions of this Contract.

For subcontracts to which Federal Labor Standards requirements apply, Subrecipient shall submit to the GLO all documentation required to ensure compliance. Subrecipient shall retain five percent (5%) of the payment due under each of Subrecipient's construction or rehabilitation subcontracts until the GLO determines that the Federal Labor Standards requirements applicable to each such subcontract have been satisfied.

8.05 PROCUREMENT

Subrecipient must comply with the procurement procedures stated at 2 C.F.R. §§ 200.318 through 200.326 and all other applicable federal, state, and local procurement procedures and laws, regulations, and rules. Subrecipient must confirm that its vendors and subcontractors are not debarred from receiving state or federal funds at each of the following web addresses:

Texas Comptroller's Vendor Performance Program at:
<https://comptroller.texas.gov/purchasing/>;

and the Federal General Services Administration's System for Award Management at:
<https://www.sam.gov/>.

8.06 PURCHASES AND EQUIPMENT

Any purchase of Equipment or computer software shall be made in accordance with all applicable laws, regulations, and rules including those listed in **Attachment D**. Subrecipient shall retain title to and possession of any Equipment or computer software unless and until transferred to the GLO, upon the GLO's written request, or disposed of in accordance with federal regulations. Subrecipient shall furnish, with its final request for reimbursement, a list of all Equipment and computer software purchased with Program funds under the Contract, including the name of the manufacturer, the model number, and the serial number, if applicable. The disposition of any Equipment or computer software shall be in accordance with all applicable laws, regulations, and rules, including those listed in **Attachment D**.

8.07 COMMUNICATION WITH THIRD PARTIES

The GLO and the authorities named in **ARTICLE VII**, above, may initiate communications with any subcontractor, and may request access to any books, documents, personnel, papers, and records of a subcontractor which are pertinent to this Contract. Such communications may be required to conduct audits, examinations, Davis-Bacon Labor Standards interviews, and gather additional information as provided in **ARTICLE VII** herein.

8.08 RELATIONSHIP OF THE PARTIES

Subrecipient is associated with the GLO only for the purposes and to the extent specified in this Contract. Subrecipient is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract creates a partnership or joint venture, employer-employee or principal-agent relationships, or any liability whatsoever with respect to the indebtedness, liabilities, or obligations of Subrecipient or any other party. Subrecipient shall be solely responsible for, and the GLO shall have no obligation with respect to: withholding of income taxes, FICA, or any other taxes or fees; industrial or workers' compensation insurance coverage; participation in any group insurance plans available to employees of the State of Texas; participation or contributions by the State to the State Employees Retirement System; accumulation of vacation leave or sick leave; or unemployment compensation coverage provided by the State.

8.09 COMPLIANCE WITH OTHER LAWS

In the performance of this Contract, Subrecipient shall comply with all applicable federal, state, and local laws, ordinances, and regulations, including those listed in **Attachments B, C, and D**. Subrecipient is deemed to know and understand all applicable laws, statutes, ordinances, and regulations affecting its performance under this Contract.

8.10 NOTICES

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail (certified, postage paid, return receipt requested) or with a common carrier (overnight, signature required) to the appropriate address below:

GLO

Texas General Land Office
1700 N. Congress Avenue, 7th Floor
Austin, TX 78701
Attention: Contract Management Division

Subrecipient

Tyler County
100 W. Bluff St., Room 102
Woodville, Texas 75979
Attention: Jacques Blanchette

Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. Either Party may change its address for notice by written notice to the other Party as herein provided.

8.11 GOVERNING LAW AND VENUE

This Contract and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. Subrecipient irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of *forum non conveniens*, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction with respect to this Contract or any document related hereto. **NOTHING IN THIS CONTRACT SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

8.12 SEVERABILITY

If a court of competent jurisdiction determines any provision of this Contract is invalid, void, or unenforceable, the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

8.13 DISPUTE RESOLUTION

Except as otherwise provided by statute, rule or regulation, Subrecipient shall use the dispute resolution process established in Chapter 2260 of the Texas Government Code and related rules to attempt to resolve any dispute under this Contract, including a claim for breach of contract by the GLO, that the Parties cannot resolve in the ordinary course of business. Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of such a claim constitutes grounds for Subrecipient to suspend performance of this Contract. Notwithstanding this provision, the GLO reserves all legal and equitable rights and remedies available to it. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

8.14 PUBLIC RECORDS

Information related to the performance of this Contract may be subject to the Public Information Act ("PIA") and will be withheld from public disclosure or released only in accordance therewith. Subrecipient shall make any information created or exchanged with the state pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state/the GLO. Subrecipient shall make any information required under the PIA available to the GLO in portable document file (".pdf") format or any other format agreed between the Parties. Subrecipient's failure to mark as "confidential" or a "trade secret" any information it believes to be excepted from disclosure waives all claims Subrecipient may make against the GLO for releasing such information without prior notice to Subrecipient.

Subrecipient shall release the following information upon receipt of an open records request:

- (a) The amount of CDBG-DR funds expected to be made available;
- (b) The range of Activities that may be undertaken with CDBG-DR funds;
- (c) The estimated amount of CDBG-DR funds proposed to be used for Activities that will meet the national objective of benefit to low- and moderate-income persons; and
- (d) The proposed CDBG-DR Activities likely to result in displacement and the Subrecipient's anti-displacement and relocation plan.

8.15 AMENDMENTS TO THE CONTRACT

Amendments to decrease or increase the subaward, to add or delete an Activity, to extend the term of the Contract, and/or to make other substantial amendments to the Contract may be made only by written agreement of the Parties, under the formal Amendment process except that, upon completion of the Project, the GLO shall issue a close-out letter pursuant to **SECTION 2.03**. The formal Amendment process requires submission by the GLO Project Manager of the proposed amended language or amount to the GLO Contract Management Division for the preparation of a formal Amendment and circulation for necessary GLO and Subrecipient signatures. In the sole discretion of the GLO, and in conformance with federal law, the GLO may approve other adjustments required during Project performance by the GLO by way of a Revision or Technical Guidance Letter unilaterally issued by the GLO and acknowledged by the Subrecipient. Such approvals must be in writing and may be delivered by U.S. mail or electronic mail.

Pursuant to **SECTION 2.03** hereof, a final **Grant Completion Report** of all Activities performed under this Contract shall be submitted to the GLO and shall include all such informal revisions approved by the GLO over the life of the Contract.

8.16 ENTIRE CONTRACT AND MODIFICATIONS

This Contract, its Attachments, Technical Guidance Letter(s), and/or Revision(s) issued in conjunction with this Contract, if any, constitute the entire agreement of the Parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements made in connection with the subject matter hereof. Any additional or conflicting terms in Attachment(s), Technical Guidance Letter(s), and/or Revision(s) shall be harmonized with this Contract to the extent possible. Unless an Attachment, Technical Guidance Letter, or Revision specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the Contract.

8.17 PROPER AUTHORITY

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to legally bind its respective entity. Subrecipient acknowledges that this Contract is effective for the period of time specified in the

Contract. Any work performed by Subrecipient after the Contract terminates is performed at the sole risk of Subrecipient.

8.18 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract.

8.19 SURVIVAL

The provisions of **ARTICLES V, VI, and VII** and **SECTIONS 1.01, 1.03, 2.05, 3.02, 3.04, 8.02, 8.03, 8.07, 8.08, 8.09, 8.10, 8.11, 8.13, 8.14, and 8.15** of this Contract, and any other continuing obligations of Subrecipient shall survive the termination or expiration of this Contract.

8.20 CONTRACT CLOSEOUT

Upon completion of all Activities required for the Contract, and pursuant to **SECTION 2.03** hereof, Subrecipient shall prepare a final **Grant Completion Report** confirming final performance measures, budgets, and expenses. The GLO will close the contract in accordance with 2 C.F.R. §§ 200.343 through 200.345 and GLO CDBG-DR guidelines consistent therewith. The GLO will notify Subrecipient via official closeout letter upon review and approval of the final Grant Completion Report.

8.21 INDIRECT COST RATES

Unless, under the terms of 2 C.F.R. Part 200, Appendix V, Subrecipient has negotiated or does negotiate an indirect cost rate with the federal government, subject to periodic renegotiations of the rate during the Contract Period, or is exempt from such negotiations and has developed and maintains an auditable central service cost allocation plan, Subrecipient's indirect cost rate shall be set by 2 C.F.R. § 200.414(f), i.e., ten percent (10%).

8.22 CONFLICT OF INTEREST

- (a) Subrecipient shall abide by the provisions of this Section and include the provisions in all subcontracts. Subrecipient shall comply with all conflict of interest laws and regulations applicable to the Program.
- (b) Subrecipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts.

8.23 ENVIRONMENTAL CLEARANCE REQUIREMENTS

- (a) Subrecipient is responsible for conducting environmental reviews and for obtaining any environmental clearance necessary for successful completion of the Project. Subrecipient shall prepare an environmental review or assessment of each Activity in accordance with applicable laws, regulations, rules, and guidance. Subrecipient shall maintain a written Environmental Review Record ("ERR") for

each Activity, including all supporting source documentation and documentation to support any project mitigation. Subrecipient shall provide a copy of the ERR and all related source documentation to the GLO.

- (b) Subrecipient shall address inquiries and complaints and shall provide appropriate redress related to environmental Activities. Subrecipient shall document each communication issued or received hereunder in the related ERR.
- (c) The GLO may, in its sole discretion, reimburse Subrecipient for certain exempt environmental Activities, as defined in federal regulations. Reimbursement requests for exempt environmental Activities must be supported by the proper HUD-prescribed form.
- (d) The Parties acknowledge and understand that the GLO may enter into Interagency agreements with the Texas Historical Commission and other entities in order to facilitate any necessary environmental or historic review. The GLO may incorporate one or more Interagency agreements into this contract via a Technical Guidance Letter.

8.24 CITIZEN PARTICIPATION AND ALTERNATIVE REQUIREMENTS

- (a) Subrecipient must ensure that all citizens have equal and ongoing access to information about the Project, including ensuring that Project information is available in the appropriate languages for the geographical area served by the Subrecipient. Information furnished to citizens shall include, without limitation:
 - (i) The amount of CDBG-DR funds expected to be made available;
 - (ii) The range of Activities that may be undertaken with the CDBG-DR funds;
 - (iii) The estimated amount of the CDBG-DR funds proposed to be used for Activities meeting the national objective of benefiting low-to-moderate income persons; and
 - (iv) A clear statement of such and the entity's anti-displacement and relocation plan if any proposed CDBG-DR Activities are likely to result in displacement.
- (b) **Complaint Procedures:** Subrecipient must have written citizen complaint procedures that provide a timely written response (within fifteen (15) working days) to complaints and grievances. Subrecipient shall notify citizens of the location and the days and hours when the location is open for business so they may obtain a copy of these written procedures.
- (c) **Technical Assistance:** If requested, Subrecipient shall provide technical assistance to persons of low and moderate income in completing their applications under the Project.
- (d) Subrecipient shall maintain a citizen participation file that includes a copy of the Subrecipient's complaint procedures, documentation and evidence of opportunities provided for citizen participation (e.g., public notices, advertisements, flyers, etc.), documentation of citizen participation events (e.g.,

meeting minutes, attendance lists, sign-in sheets, news reports, etc.), and documentation of any technical assistance requested and/or provided.

8.25 SIGNAGE REQUIREMENTS

On any public building or facility funded under this Contract, Subrecipient shall place permanent signage. Signs shall be placed in a prominent, visible public location. Subrecipient shall format each sign to best fit the architectural design of the building or facility but should be legible from a distance of at least three (3) feet.

For other construction projects (e.g., water transmission lines, sewer collection lines, drainage, roadways, housing rehabilitation) funded under this Contract, Subrecipient shall place temporary signage erected in a prominent location at the construction project site or along a major thoroughfare within the locality.

All signage required under this Section 8.25 shall contain the following:

“This project is funded by the Texas General Land Office of the State of Texas, to provide for disaster recovery and restoration of infrastructure for communities impacted by Hurricane Harvey. The funds have been allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant Program.”

8.26 PROCUREMENT OF RECOVERED MATERIALS

- (a) To the extent applicable, Subrecipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - (i) Competitively within a timeframe providing for compliance with the Contract performance schedule;
 - (ii) In a way that meets Contract performance requirements; or
 - (iii) At a reasonable price.
- (b) Additional information about the requirement in 2 CFR § 200.322 for the maximum use of recovered/recycled materials, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

8.27 INFORMATION AND DATA SECURITY STANDARDS

Subrecipient shall comply with all terms specified in the **GLO Information Security Appendix for Subrecipients**, incorporated herein for all purposes as **Attachment G**.

8.28 STATEMENTS OR ENTRIES

WARNING: ANY PERSON WHO KNOWINGLY MAKES A FALSE CLAIM OR STATEMENT TO HUD MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES UNDER 18 U.S.C. § 287, 18 U.S.C. § 1001, AND 31 U.S.C. § 3729.

Except as otherwise provided under federal law, any person who knowingly and willfully falsifies, conceals, or covers up a material fact by any trick, scheme, or device or who makes any materially false, fictitious, or fraudulent statement or representation or who makes or uses any false writing or document despite knowing the writing or document to contain any materially false, fictitious, or fraudulent statement or entry shall be prosecuted under Title 18, United States Code, § 1001.

Under penalties of 18 U.S.C. § 287, 18 U.S.C. § 1001, and 31 U.S.C. § 3729, the undersigned Subrecipient representative hereby declares that he/she has examined this Contract and Attachments and, to the best of his/her knowledge and belief, any statements, entries, or claims made by Subrecipient are true, accurate, and complete.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR GLO CONTRACT NO. 20-066-016-C112
SUBRECIPIENT LOCAL BUYOUT/ACQUISITION CONTRACT AGREEMENT – HARVEY ROUND 1**

GENERAL LAND OFFICE

TYLER COUNTY

Mark A. Havens, Chief Clerk/
Deputy Land Commissioner

Jacques Blanchette
By: Jacques Blanchette
Title: CO. JUDGE

Date of execution: _____

Date of execution: 11/25/19

OGC ^{DS}
gm

PM ^{DS}
TL

DD ^{DS}
HL

SDD ^{DS}
G+

DGC ^{DS}
MB

GC ^{DS}
JG

ATTACHED TO THIS CONTRACT:

- ATTACHMENT A** Performance Statement, Budget, and Benchmarks
- ATTACHMENT B** Federal Assurances and Certifications
- ATTACHMENT C** General Affirmations
- ATTACHMENT D** Nonexclusive List of Applicable Laws, Rules, and Regulations
- ATTACHMENT E** Special Conditions
- ATTACHMENT F** Monthly Activity Status Report
- ATTACHMENT G** GLO Information Security Appendix for Subrecipients
- ATTACHMENT H** Public Law 113-2 Contract Reporting Template

ATTACHMENTS FOLLOW

**TYLER COUNTY
20-066-016-C112**

PERFORMANCE STATEMENT

Tyler County (Subrecipient) was overwhelmed by Hurricane Harvey. Heavy rainfall caused flooding of homes and streets and threatened public health, safety, and welfare. Subrecipient will conduct a Buyout program that targets homes that are the most vulnerable to flooding.

Subrecipient shall perform the Activities identified herein for the target area specified in its approved Texas Community Development Block Grant Disaster Recovery Supplemental Grant Application to aid areas most impacted by Hurricane Harvey. The persons to benefit from the Activities described herein must receive the prescribed service or benefit, and all eligibility requirements must be met to fulfill contractual obligations. Subrecipient shall carry out the following housing Activities in strict accordance with the terms of Subrecipient's approved Project Guidelines, the terms of this Contract and all Attachments, the GLO-approved Method of Distribution (MOD), and the requirements of the GLO Implementation Manual, as each may be amended over time. Each of these documents is incorporated by reference to this Contract. This Project will meet the following national objective(s): Low to Moderate Buyout and Urgent Need.

The grant total is \$3,486,382.00. Subrecipient will be required to maintain a detailed Budget breakdown in the official system of record of the GLO's Community Development and Revitalization division (GLO-CDR).

Project Description (Buyout)

Subrecipient will provide a Buyout program for approximately thirty-eight (38) residential dwellings affected by Hurricane Harvey. Assistance will be provided to homeowners who are located in a floodplain or reside in a repetitive flood area and who agree to relocate to outside the floodplain or a location of reduced flood risk. The properties acquired with funds provided under this Contract may be used for green space or for an eligible use, as defined by the Federal Register (final use deed restriction must be recorded in perpetuity at closing) and the GLO Implementation Manual. Refer to the approved Project Guidelines for further technical guidance on the final use of the acquired property.

An environmental review must be conducted and all Project locations must receive environmental clearance prior to the execution of any agreements with property owners that present choice-limiting actions¹ or prior to the commencement of any physical work, including demolition work, on the properties.

¹ The execution of an "option contract" with homeowners may be permitted if such an option contract is conditional on the receipt of required environmental clearance and in compliance with the GLO Implementation Manual.

Project Budget

Project costs generally include costs for purchases of the property, incentives, appraisals, legal/title work, and site-specific environmental reviews, and other reasonable approved costs.

Project Delivery costs generally include costs for case management, applicant intake, and a broad environmental review, and other reasonable approved costs. The total Project Delivery costs will not exceed twelve percent (12%) of the total grant allocation.

Cost Type	Grant Award	Other Funds	Total
Project Costs (at least 88%)	\$3,155,016.00	\$0.00	\$3,155,016.00
Project Delivery Costs (up to 12%)	\$331,366.00	\$0.00	\$331,366.00
TOTAL:	\$3,486,382.00	\$0.00	\$3,486,382.00

Benchmarks for Release of Project Delivery Funding

The following Benchmarks must be achieved prior to Subrecipient being permitted to draw the associated amount of Project Delivery funding for this Contract.

Benchmarks	Caps for Charging Project Delivery Costs	
	Incremental	Cumulative
Approval of Project Guidelines	15%	15%
15% of Project funds drawn by Subrecipient	15%	30%
25% of Project funds drawn by Subrecipient	15%	45%
50% of Project funds drawn by Subrecipient	15%	60%
75% of Project funds drawn by Subrecipient	15%	75%
100% of Project funds drawn/Activities closed by Subrecipient	20%	95%
Grant Completion Report accepted	5%	100%

ASSURANCES – NON-CONSTRUCTION PROGRAMSOMB Approval No. 4040-0007
Expiration Date: 02/28/2022

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION Tyler County	DATE SUBMITTED

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
 (See reverse for public burden disclosure)

OMB Number: 4040-0013
 Expiration Date: 02/28/2022

<p>1. *Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. *Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award</p>	<p>3. *Report Type: a. initial filing _____ b. material change</p>
<p>4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Name: _____ Street 1: _____ Street 2: _____ City: _____ State: _____ Zip: _____ Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description: CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$ _____</p>	
<p>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only</p>	<p>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p>	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 4040-0013. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (4040-0013), Washington, DC 20503.

General Affirmations

To the extent they apply, Subrecipient affirms and agrees to the following, without exception:

1. Subrecipient represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Subrecipient nor the firm, corporation, partnership, or institution represented by Subrecipient, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as Subrecipient.
2. If the Contract is for services, Subrecipient shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.
3. Under Section 231.006 of the Family Code, the vendor or applicant [Subrecipient] certifies that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.
4. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. Subrecipient certifies it has submitted this information to the GLO.
5. If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), Subrecipient certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code Chapter 328.
6. Pursuant to Section 2155.003 of the Texas Government Code, Subrecipient represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
7. Payments due under the Contract shall be directly applied towards eliminating any debt or delinquency Subrecipient owes to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.
8. Upon request of the GLO, Subrecipient shall provide copies of its most recent business continuity and disaster recovery plans.

9. If the Contract is for consulting services governed by Texas Government Code Chapter 2254, Subchapter B, in accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Subrecipient certifies that it does not employ an individual who has been employed by The GLO or another agency at any time during the two years preceding the Subrecipient's submission of its offer to provide consulting services to the GLO or, in the alternative, Subrecipient, in its offer to provide consulting services to the GLO, disclosed the following: (i) the nature of the previous employment with the GLO or other state agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.
10. If the Contract is not for architecture, engineering, or construction services, except as otherwise provided by statute, rule, or regulation, Subrecipient must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract. NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.
11. If the Contract is for architecture, engineering, or construction services, subject to Texas Government Code, Section 2260.002 and Texas Civil Practice and Remedies Code Chapter 114, and except as otherwise provided by statute, rule, or regulation, Subrecipient shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. Except as otherwise provided by statute, rule, or regulation, in accordance with the Texas Civil Practice and Remedies Code, Section 114.005, claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d). NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.
 - a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if the Subrecipient's claim for breach of contract cannot be resolved by the parties in the ordinary course of business, Subrecipient may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against the Subrecipient as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, Subrecipient must provide written notice to the GLO of a claim for breach of the Contract not later than the 180th day after the date of the event giving rise to the claim. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount the Subrecipient seeks as damages; and (3) the legal theory of recovery.
 - b. The chief administrative officer, or if designated in the Contract, another officer of the GLO, shall examine the claim and any counterclaim and negotiate with the Subrecipient in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.
 - c. If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the parties shall reduce the agreement or

settlement to writing and each party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a party's rights under this Contract as to the parts of the claim that are not resolved.

- d. If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with the GLO, unless the parties agree in writing to an extension of time, the parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is the Subrecipient's sole and exclusive process for seeking a remedy for an alleged breach of contract by the GLO if the parties are unable to resolve their disputes as described in this section.
 - e. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract.
 - f. Except as otherwise provided by statute, rule, or regulation, compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the Subrecipient: (1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or (2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.
12. If Texas Government Code Chapter 2270 prohibiting state contracts with companies boycotting Israel applies to Subrecipient and this Contract, then Subrecipient verifies it does not boycott Israel and will not boycott Israel during the term of this Contract.
 13. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Subrecipient understands that all obligations of the GLO under this Contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.
 14. Subrecipient certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.
 15. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Subrecipient certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the effective date

of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.

16. Subrecipient represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.
17. Pursuant to Section 2155.004(a) of the Texas Government Code, Subrecipient certifies that neither Subrecipient nor any person or entity represented by Subrecipient has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate. This Section does not prohibit Subrecipient from providing free technical assistance.
18. Subrecipient represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
19. If the Contract is for professional or consulting services governed by Texas Government Code Chapter 2254, Subrecipient represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the Contract, were former employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the Contract.
20. The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the GLO.
21. IF THE CONTRACT IS NOT FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY

SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

22. IF THE CONTRACT IS FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO SUBRECIPIENT'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO SUBRECIPIENT, OR ANY OTHER ENTITY OVER WHICH THE CONTRACTOR EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.
23. TO THE EXTENT ALLOWED BY LAW, SUBRECIPIENT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GLO AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF SUBRECIPIENT PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR SUBRECIPIENT'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY SUBRECIPIENT OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF SUBRECIPIENT'S PERFORMANCE UNDER THE CONTRACT. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. SUBRECIPIENT SHALL BE LIABLE TO PAY ALL COSTS OF

DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, SUBRECIPIENT WILL REIMBURSE THE GLO AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE GLO DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF SUBRECIPIENT OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND SUBRECIPIENT WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL.

24. Subrecipient has disclosed in writing to the GLO all existing or potential conflicts of interest relative to the performance of the Contract.
25. Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.
26. Subrecipient understands that the GLO will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material related to this Contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Subrecipient shall make any information created or exchanged with the State/GLO pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State or the GLO.
27. The person executing this Contract certifies that he/she is duly authorized to execute this Contract on his/her own behalf or on behalf of Subrecipient and legally empowered to contractually bind Subrecipient to the terms and conditions of the Contract and related documents.
28. If the Contract is for architectural or engineering services, pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, Subrecipient shall perform services (1) with professional

skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

29. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Subrecipient shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.
30. Subrecipient certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.
31. Subrecipient expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, Subrecipient represents and warrants to the GLO that any technology provided to the GLO for purchase pursuant to this Contract is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: providing equivalent access for effective use by both visual and non-visual means; presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this Section, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans With Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.
32. If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, Subrecipient certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.

33. Pursuant to Section 572.069 of the Texas Government Code, Subrecipient certifies it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the GLO involving Subrecipient within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.
34. The GLO does not tolerate any type of fraud. GLO policy promotes consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Subrecipient shall report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO's Fraud Reporting hotline at (877) 888-0002.
35. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and Subrecipient agrees that the Contract can be terminated if Subrecipient knowingly or intentionally fails to comply with a requirement of that subchapter.
36. If Subrecipient, in its performance of the Contract, has access to a state computer system or database, Subrecipient must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. Subrecipient must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. Subrecipient must verify in writing to the GLO its completion of the cybersecurity training program.
37. Under Section 2155.0061, Texas Government Code, Subrecipient certifies that the entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS

If applicable to the Project, Provider must be in compliance with the following laws, rules, and regulations; and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Provider acknowledges that this list may not include all such applicable laws, rules, and regulations.

Provider is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Contract:

GENERALLY

The Acts and Regulations specified in this Contract;

Continuing Appropriations Act, 2018 and Supplemental Appropriations for Disaster Relief Requirements Act, 2017 (Public Law 115-56);

The Housing and Community Development Act of 1974 (12 U.S.C. § 5301 *et seq.*);

The United States Housing Act of 1937, as amended, 42 U.S.C. § 1437f(o)(13) (2016) and related provisions governing Public Housing Authority project-based assistance, and implementing regulations at 24 C.F.R. Part 983 (2016);

Cash Management Improvement Act regulations (31 C.F.R. Part 205);

Community Development Block Grants (24 C.F.R. Part 570);

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Disaster Recovery Implementation Manual; and

State of Texas Plan for Disaster Recovery: Hurricane Harvey – Round 1, dated April 6, 2018, as amended.

CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d *et seq.*); 24 C.F.R. Part 1, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e, *et seq.*);

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. § 3601, *et seq.*), as amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C.F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063"; The failure or refusal of Provider to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. § 6101, *et seq.*); and

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794.) and "Nondiscrimination Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C.F.R. Part 8. By signing this Contract, Provider understands and agrees that the activities funded shall be performed in accordance with

24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, *et seq.*), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

LABOR STANDARDS

The Davis-Bacon Act, as amended (originally, 40 U.S.C. §§ 276a-276a-5 and re-codified at 40 U.S.C. §§ 3141-3148); 29 C.F.R. Part 5;

The Copeland "Anti-Kickback" Act (originally, 18 U.S.C. § 874 and re-codified at 40 U.S.C. § 3145); 29 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (originally, 40 U.S.C. §§ 327A and 330 and re-codified at 40 U.S.C. §§ 3701-3708);

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5); and

Federal Executive Order 11246, as amended.

EMPLOYMENT OPPORTUNITIES

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u); 24 C.F.R. §§ 135.3(a)(2) and (a)(3);

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212);

Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688); and

Federal Executive Order 11246, as amended.

GRANT AND AUDIT STANDARDS

Single Audit Act Amendments of 1996, 31 U.S.C. § 7501;

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards, issued by Governor's Office of Budget and Planning; and

Title 1 Texas Administrative Code § 5.167(c).

LEAD-BASED PAINT

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831(b)).

HISTORIC PROPERTIES

The National Historic Preservation Act of 1966 as amended (16 U.S.C. § 470, *et seq.*), particularly sections 106 and 110 (16 U.S.C. §§ 470 and 470h-2), except as provided in §58.17 for Section 17 projects;

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 C.F.R., 1971-1975 Comp., p. 559, particularly section 2(c);

Federal historic preservation regulations as follows: 36 C.F.R. Part 800 with respect to

HUD programs; and

The Reservoir Salvage Act of 1960, as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. § 469, *et seq.*), particularly section 3 (16 U.S.C. § 469a-1).

ENVIRONMENTAL LAW AND AUTHORITIES

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities (24 C.F.R. Part 58, as amended);

National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347); and

Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508).

FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION

Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 C.F.R., 1977 Comp., p. 117, as interpreted in HUD regulations at 24 C.F.R. Part 55, particularly Section 2(a) of the Order (For an explanation of the relationship between the decision-making process in 24 C.F.R. Part 55 and this part, see § 55.10.); and

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121 particularly Sections 2 and 5.

COASTAL ZONE MANAGEMENT

The Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, *et seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. § 1456(c) and (d)).

SOLE SOURCE AQUIFERS

The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f), *et seq.*, and 21 U.S.C. § 349) as amended; particularly section 1424(e)(42 U.S.C. § 300h-3(e)); and

Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. part 149).

ENDANGERED SPECIES

The Endangered Species Act of 1973 (16 U.S.C. § 1531, *et seq.*) as amended, particularly section 7 (16 U.S.C. § 1536).

WILD AND SCENIC RIVERS

The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, *et seq.*) as amended, particularly sections 7(b) and (c) (16 U.S.C. § 1278(b) and (c)).

AIR QUALITY

The Clean Air Act (42 U.S.C. § 7401, *et seq.*) as amended, particularly sections 176(c) and (d) (42 U.S.C. § 7506(c) and (d)).

Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 C.F.R. Parts 6, 51, and 93).

FARMLAND PROTECTION

Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201, *et seq.*) particularly sections 1540(b) and 1541 (7 U.S.C. §§ 4201(b) and 4202); and

Farmland Protection Policy (Department of Agriculture-7 C.F.R. part 658).

HUD ENVIRONMENTAL STANDARDS

Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. Part 51)(other than the runway clear zone and clear zone notification requirement in 24 C.F.R. § 51.303(a)(3); and

HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979.

ENVIRONMENTAL JUSTICE

Executive Order 12898 of February 11, 1994—Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 C.F.R., 1994 Comp. p. 859.

SUSPENSION AND DEBARMENT

Use of debarred, suspended, or ineligible contractors or subrecipients (24 C.F.R. § 570.609);

General HUD Program Requirements; Waivers (24 C.F.R. Part 5); and

Nonprocurement Suspension and Debarment (2 C.F.R. Part 2424).

OTHER REQUIREMENTS

Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58).

ACQUISITION / RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601, *et seq.*), 24 C.F.R. Part 42, and 24 C.F.R. § 570.606.

FAITH-BASED ACTIVITIES

Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141).

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SPECIAL CONDITIONS

If applicable to a Project or Activity, Subrecipient must be in compliance with the following Special Conditions and any other State, Federal, or local laws, rules, and regulations as may be applicable, throughout the term of the Contract, prior to the release of any grant funds for the Projects or Activities anticipated.

Subrecipient is deemed to have read and to understand the requirements of each of the following, if applicable to the Project or any Activity under this Contract:

A. REIMBURSEMENT, GENERALLY

As provided for in Public Law 115-56, the Contract funds may not be used for activities that are eligible to be reimbursed by, or for which funds are made available by, (a) the Federal Emergency Management Agency (FEMA); (b) the Army Corps of Engineers (Corps); (c) any other federal funding source; or (d) covered by insurance, and Subrecipient shall ensure compliance with all such requirements.

B. NATIONAL FLOOD INSURANCE PROGRAM COMPLIANCE

- (1) Subrecipient must provide documentation which indicates they have received approval from the Texas Water Development Board (TWDB), the National Flood Insurance Program (NFIP) State Coordinating Agency, that appropriate ordinances or orders necessary for Subrecipient to be eligible to participate in the NFIP have been adopted.
- (2) Where Activities specified in a Performance Statement, involve structures that are located in Special Flood Hazard Areas (SFHA), flood insurance may be required, and Subrecipient shall obtain such insurance, and shall maintain documentation evidencing compliance with such requirements.
- (3) Subrecipient acknowledges and agrees that if any property that is the subject of an Activity under this Contract located within a floodplain, that the following terms and conditions shall apply:
 - a. Under the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. 4001-4128), Federal financial assistance for acquisition and construction purposes (including rehabilitation) may not be used in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless:
 - i. The community in which the area is situated is participating in the National Flood Insurance Program ("NFIP") (44 CFR parts 59 through 79), or less than one (1) year has passed since the FEMA notification regarding such hazards; and
 - ii. The community is participating in the NFIP, or that flood insurance protection is to be obtained as a condition of the approval of financial assistance to the property owner.
 - b. Where the community is participating in the NFIP and the recipient provides financial assistance for acquisition or construction purposes (including rehabilitation) for property located in an area identified by FEMA as having special flood hazards, Subrecipient is responsible for ensuring that flood insurance under the NFIP is obtained and maintained.
 - c. Under Section 582 of the National Flood Insurance Reform Act of 1994, 42 U.S.C. 515a, HUD disaster assistance that is made available in a special flood hazard area may not be used to make a payment (including any loan assistance payment) to a

twenty (20) years for low to moderate income (LMI) persons. The rents, at a minimum, must comply with High HOME Investment Partnership (HOME) Rents and other existing Land Use Restriction Agreement (LURA) restrictions if applicable. HOME rent limits are defined by HUD and must equal the lesser of fair market rents or 30% of the adjusted income for people earning 65% of the AMFI.

Q. COASTAL MANAGEMENT

Subrecipient acknowledges and agrees that any Project that may impact a Coastal Natural Resource Area must be consistent with the goals and policies of the Texas Coastal Management Program as described in 31 Texas Administrative Code, Part 16, Chapter 501.

GLO Information Security Appendix for Subrecipients

1. Definitions

“Breach of Security” or “Breach” means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of sensitive personal information including data that is encrypted if the person accessing the data has the key required to decrypt the data.

“GLO Data” means any data or information, which includes PII and/or SPI as defined below, collected, maintained, and created by the GLO for the purpose of providing disaster assistance to individuals, that Provider obtains, accesses (via records, systems, or otherwise), receives (from the GLO or on behalf of the GLO), or uses in the performance of the Contract or any documents related thereto. GLO data does not include other information that is lawfully made available to the Provider through other sources.

“Personal Identifying Information” or “PII” means information that alone, or in conjunction with other information, identifies, links, relates, or is unique to, or describes an individual, as defined at Tex. Bus. & Com. Code § 521.002(a)(1).

“Sensitive Personal Information” or “SPI” includes information that is not available elsewhere or may harm an individual by being made available as categorized in Tex. Bus. & Com. Code § 521.002(a)(2). SPI does not include publicly available information that is lawfully made available to the public from the federal government or a state or local government.

All defined terms found in the Contract shall have the same force and effect, regardless of capitalization.

2. Security and Privacy Compliance

- 2.1. Provider shall keep all GLO Data received under the Contract and any documents related thereto strictly confidential.
- 2.2. Provider shall comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations and directives.
- 2.3. Provider shall implement administrative, physical, and technical safeguards to protect GLO Data that are no less rigorous than accepted industry practices including, without limitation, the guidelines in the National Institute of Standards and Technology (“NIST”) Cybersecurity Framework Version 1.1. All such safeguards shall comply with applicable data protection and privacy laws.
- 2.4. Provider will legally bind any Subcontractors to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto. Provider shall

ensure that the requirements stated herein are imposed on any Subcontractor of Provider's Subcontractor(s).

- 2.5. Provider will not share GLO Data with any third parties.
- 2.6. Provider will ensure that initial privacy and security training, and annual training thereafter, is completed by its employees or Subcontractors that have access to GLO Data or who create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise personally handle PII and/or SPI on behalf of the agency. Provider agrees to maintain and, upon request, provide documentation of training completion.
- 2.7. Any GLO Data maintained or stored by Provider or any Subcontractor must be stored on servers or other hardware located within the physical borders of the United States and shall not be accessed outside of the United States.

3. Data Ownership and Return of Data

- 3.1. The GLO shall retain full ownership of all GLO data, which includes PII and/or SPI, disclosed to Provider or to which the Provider otherwise gains access by operation of the Contract or any agreement related thereto.
- 3.2. If, at any time during the term of the Contract or upon termination of the Contract, whichever occurs first, any part of the GLO data, in any form, provided to Provider ceases to be necessary for Provider's performance under the Contract, Provider shall within fourteen (14) days thereafter securely return such GLO data to the GLO, or, at the GLO's written request, destroy, uninstall, and/or remove all copies of data in Provider's possession or control and certify to the GLO that such tasks have been completed. If such return is infeasible, as mutually determined by the GLO and Provider, the obligations set forth in this Attachment, with respect to GLO Data, shall survive termination of the Contract and Provider shall limit any further use and disclosure of GLO Data.

4. Data Mining

- 4.1. Provider agrees not to use GLO Data for unrelated commercial purposes, advertising or advertising-related services, or for any other purpose not explicitly authorized by the GLO in this Contract or any document related thereto.
- 4.2. Provider agrees to take all reasonably feasible physical, technical, administrative, and procedural measures to ensure that no unauthorized use of GLO Data occurs.

5. Breach of Security

- 5.1. Provider agrees to provide the GLO with the name and contact information for an employee of the Provider which shall serve as the GLO's primary security contact.

- 5.2. Upon discovery of a Breach of Security or suspected Breach of Security by the Provider, the Provider agrees to notify the GLO as soon as possible upon discovery of the Breach of Security or suspected Breach of Security, but in no event shall notification occur later than 24 hours after discovery. Within 72 hours, the Provider agrees to provide, at minimum, a written preliminary report regarding the Breach or suspected Breach to the GLO with root cause analysis including a log detailing the data affected.
- 5.3. The initial notification and preliminary report shall be submitted to the GLO Information Security Officer at informationsecurity@glo.texas.gov.
- 5.4. Provider agrees to take all reasonable steps to immediately remedy a Breach of Security and prevent any further Breach of Security.
- 5.5. Provider agrees that it shall not inform any third party of any Breach of Security or suspected Breach of Security without obtaining GLO's prior written consent.
- 5.6. If the Breach of Security includes SPI, including Social Security Numbers, payment card information, or health information, the Provider agrees to provide affected individuals complimentary access for one (1) year of credit monitoring services.

6. Right to Audit

- 6.1. Upon the GLO's request and to confirm Provider's compliance with this Attachment, Provider grants the GLO, or a GLO-contracted vendor, permission to perform an assessment, audit, examination, investigation, or review of all controls in the Provider's, or Provider's Subcontractor's, physical and/or technical environment in relation to GLO Data. Provider agrees to fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure, and application software that stores, processes, or transports GLO Data. In lieu of a GLO-conducted assessment, audit, examination, investigation, or review, Provider may supply, upon GLO approval, the following reports: SSAE16, ISO/ICE 27001 Certification, FedRAMP Certification, and PCI Compliance Report. Provider shall ensure that this clause concerning the GLO's authority to assess, audit, examine, investigate, or review is included in any subcontract it awards.
- 6.2. At the GLO's request, Provider agrees to promptly and accurately complete a written information security questionnaire provided by the GLO regarding Provider's business practices and information technology environment in relation to GLO Data.

P.L. 113-2 Contract Reporting Template

Grantees are to use this template to summarize all procured contracts, including those procured by the grantee, recipients, or subrecipients. For the purposes of this requirement, recipients and subrecipients are defined as any entity receiving funds directly from the grantee. Definitions of each field can be found below. Grantees are to update and upload this template to their website and to DRGR using the Lead Agency's Administration activity each quarter as part of their QPR submissions by selecting the "add additional documents" link in page 1 of the edit activity screen. Please note the specific activity title and number where the template has been uploaded within the QPR's Overall Progress narrative. Please contact your CDP representative with any questions about the requirements pertaining to this template or submit a question to <https://www.onecpd.info/get-assistance/my-question/> for DRGR technical assistance.

Data Fields:

Grantee	Enter grantee title as displayed in DRGR system.
Grant Number	Enter grant number as displayed in DRGR system.
Date Updated	Enter date template last updated.
A. Contractor Name	Enter name of Contracted Party
B. DUNS Number	Enter Data Universal Numbering System number of the Contractor. <u>Note:</u> Entering the DUNS into this template does not fulfill the requirement for grantees to enter DUNS into the DRGR Action Plan at the activity level. Refer to the Notice published July 11, 2014 for more information on this separate requirement.
C. Procured by	Enter name of entity that procured Contract - HUD grantee (state or local government), partner agency, a subrecipient of a state or local government, or a recipient of a state government.
D. Contract Execution Date	Enter date the Contract was executed.
E. Contract End Date	Enter date the Contract will expire.
F. Total Contract Amount	Enter total amount of executed Contract.
G. Amount of CDBG-DR Funds	Enter amount of CDBG-DR funds from this grant used to fund the Contract.
H. Brief Description of Contract	Enter a brief, one sentence description of the purpose of the Contract.

To insert additional ROWS, go to HOME menu, and select INSERT from the top left.

P.L. 113-2 Contract Reporting Template

Grantee:
 Grant Number:
 Date Updated:

A. Contractor Name	B. DUNS Number	C. Procured By	D. Contract Execution Date	E. Contract End Date	F. Total Contract Amount	G. Amount of CDBG-DR Funds	H. Brief Description of Contract
Example: South Texas Landscaping, INC	XXX-XXX	State of Texas	6/15/2013	6/15/2014	\$3,500,000	\$3,000,000	Long term recovery from wildfires of 2011 - Drainage Projects

*See Instructions tab for additional guidance on template elements.

Certificate Of Completion

Envelope Id: CB3DCCDD11E4B50A9C09C4835E5D35C
 Subject: \$3.4M Contract: 20-066-016-C112 Tyler County (Texas GLO)
 Source Envelope:
 Document Pages: 62
 Certificate Pages: 5
 AutoNav: Enabled
 Envelope Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent
 Envelope Originator:
 LaTanya Logan
 1700 Congress Ave
 Austin, TX 78701
 latanya.logan@glo.texas.gov
 IP Address: 204.65.210.155

Record Tracking

Status: Original
 11/13/2019 11:47:55 AM
 Holder: LaTanya Logan
 latanya.logan@glo.texas.gov
 Location: DocuSign

Signer Events

Ginger Mills
 Ginger.Mills@glo.texas.gov
 Attorney
 Texas General Land Office, Office of General Counsel
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Tina Lewis
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 Texas General Land Office
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Heather Lagrone
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 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Greg Pollock
 greg.pollock@glo.texas.gov
 Senior Deputy Director
 Texas General Land Office
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Signature


 Signature Adoption: Pre-selected Style
 Using IP Address: 204.65.210.79


 Signature Adoption: Pre-selected Style
 Using IP Address: 70.116.11.59


 Signature Adoption: Pre-selected Style
 Using IP Address: 204.65.210.39


 Signature Adoption: Pre-selected Style
 Using IP Address: 107.77.219.68
 Signed using mobile

Timestamp

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 Viewed: 11/14/2019 5:22:44 PM
 Signed: 11/14/2019 5:36:31 PM

Sent: 11/14/2019 5:36:35 PM
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 Signed: 11/15/2019 8:12:50 AM

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 Signed: 11/15/2019 2:32:55 PM

Sent: 11/15/2019 2:32:59 PM
 Viewed: 11/15/2019 3:00:00 PM
 Signed: 11/15/2019 3:00:08 PM

Signer Events

Marc Barenblat
 marc.barenblat@glo.texas.gov
 Deputy General Counsel
 Texas General Land Office
 Security Level: Email, Account Authentication
 (None)

Signature


Signature Adoption: Pre-selected Style
 Using IP Address: 204.65.210.64

Timestamp

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 Signed: 11/18/2019 12:01:17 PM

Electronic Record and Signature Disclosure:
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Jeff Gordon
 jeff.gordon@glo.texas.gov
 General Counsel
 Texas General Land Office
 Security Level: Email, Account Authentication
 (None)



Signature Adoption: Pre-selected Style
 Using IP Address: 174.207.10.234
 Signed using mobile

Sent: 11/18/2019 12:01:22 PM
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 Signed: 11/18/2019 12:01:56 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Jacques Blanchette
 judge@co.tyler.tx.us
 Security Level: Email, Account Authentication
 (None)

Sent: 11/18/2019 12:02:02 PM
 Resent: 11/19/2019 11:18:04 AM
 Viewed: 11/19/2019 11:28:47 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Mark A. Havens
 Mark.Havens@GLO.TEXAS.GOV
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

BSO Team
 bsorequests@recovery.texas.gov
 Texas General Land Office
 Security Level: Email, Account Authentication
 (None)

COPIED

Sent: 11/13/2019 12:01:15 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Drafting Requests
 draftingrequests@GLO.TEXAS.GOV
 Texas General Land Office
 Security Level: Email, Account Authentication
 (None)

COPIED

Sent: 11/13/2019 12:01:15 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
<p>Kelly McBride kelly.mcbride@glo.texas.gov Director of Contract Management Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">COPIED</div>	Sent: 11/13/2019 12:01:15 PM
<p>Mark Lawley Mark.Lawley@glo.texas.gov Compliance Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">COPIED</div>	Sent: 11/13/2019 12:01:15 PM
<p>LaTanya Logan latanya.logan@glo.texas.gov Contract Specialist III Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">COPIED</div>	Sent: 11/13/2019 12:01:15 PM
<p>Veronica Strong veronica.strong@glo.texas.gov Disaster Recovery Procurement Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">COPIED</div>	Sent: 11/13/2019 12:01:16 PM Viewed: 11/13/2019 2:33:28 PM
<p>Matthew Anderson matthew.anderson.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">COPIED</div>	Sent: 11/14/2019 5:36:35 PM
<p>Accounting Team DR.SystemAccess@glo.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">COPIED</div>	Sent: 11/14/2019 5:36:35 PM
<p>Cynthia Hudson cynthia.hudson.glo@recovery.texas.gov Infrastructure Manager Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">COPIED</div>	Sent: 11/14/2019 5:36:36 PM

Carbon Copy Events	Status	Timestamp
<p>Trey Bahm Trey.Bahm.GLO@recovery.TEXAS.GOV Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">COPIED</div>	<p>Sent: 11/15/2019 8:12:54 AM Viewed: 11/15/2019 8:22:32 AM</p>
<p>Diane Hill-Smith diane.hill-smith.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">COPIED</div>	<p>Sent: 11/15/2019 2:33:00 PM</p>
<p>Stephanie Crenshaw stephanie.crenshaw@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">COPIED</div>	<p>Sent: 11/18/2019 12:01:22 PM</p>
<p>Esmeralda Sanchez Esmeralda.Sanchez@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">COPIED</div>	<p>Sent: 11/18/2019 12:02:00 PM</p>
<p>Commissioner George P. Bush GeorgeP@glo.texas.gov Commissioner, General Land Office Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">COPIED</div>	<p>Sent: 11/18/2019 12:02:00 PM</p>
<p>Susan Stover susan.stover@sbcglobal.net Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">COPIED</div>	<p>Sent: 11/18/2019 12:02:02 PM Viewed: 11/18/2019 1:40:23 PM</p>
<p>Gregory Rankin gregory.rankin@glo.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">COPIED</div>	
<p>HUB HUB@glo.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">COPIED</div>	

Carbon Copy Events	Status	Timestamp
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Angie Williams
 Angie.Williams@glo.texas.gov
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Martin Rivera Jr
 martin.rivera.glo@recovery.texas.gov
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Pamela Mathews
 pamela.mathews.glo@recovery.texas.gov
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Denise Hall
 denise.hall.glo@recovery.texas.gov
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Michelle Esper-Martin
 michelle.espermartin.glo@recovery.texas.gov
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps
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November 5, 2019

December Fireworks Period **(December 20-Midnight, January 1)** **Deadline to adopt order: December 14, 2019**

Local Government Code, §352.051 authorizes the commissioners court to adopt an order regulating certain fireworks in the unincorporated areas of the county under drought conditions. **The statute provides that the order must be adopted before December 15 of each year for the December fireworks period.**

If your county is designated a drought area, and your court wishes to adopt such an order, action must be taken before the deadline. To determine whether your county is designated a drought area, please visit the Texas Interagency Coordination Center website at tamu.edu/ticc/ or call the Texas Forest Service at (979) 458-7331. The Texas Forest Service has developed drought [weblinks](#) to assist your county in monitoring drought conditions more closely.

If the court decides to adopt an order, the order may prohibit or restrict the sale or use of "restricted fireworks", which are defined as "skyrockets with sticks" as classified in 49 Code of Federal Regulations, § 173.100(r)(2) in effect on October 1, 1986 and as missiles with fins. A violation of the order is a Class C misdemeanor. Also, a citizen can file suit for an injunction to prevent a violation or threatened violation of the order. An order issued by your court based on a Texas Forest Service determination will expire when the Texas Forest Service finds that your county is no longer in a drought condition.

In addition, during the December fireworks season, the commissioners court may make a determination under Local Government Code §352.051(c) that conditions on rural acreage not under cultivation for at least 12 months are extremely hazardous for the danger of fire because of high grass or dry vegetation and adopt an order to prohibit or restrict the sale or use of restricted fireworks in specified areas of the county. An order issued by the commissioners court based on its determination of extreme hazard for the danger of fire will expire on the date established in the order.

Under Local Government Code § 352.051(f), the county may also designate one or more "safe" areas where the use of restricted fireworks is not prohibited. In determining if an area may be considered "safe" the court should take into account whether adequate public safety and fire protection services are provided to the area.

A sample order, a copy of Local Government Code §352.051, the portions of the Occupation Code that define and explain permitted and prohibited fireworks, and copies of the Federal regulations referenced in the state law are available online at county.org/fireworks. If your court decides to designate "safe" areas, the order will need to be modified to include appropriate language. If you have any questions, please contact the Legal Department toll-free at (888) 275-8224.



RE: FY 2020 SAVNS Grant Contract

Contract Number: 2004208

Grantee: Tyler County

Amount: \$8,012.93

Executed:

Term: September 1, 2019 – August 31, 2020

Budget Coding:

ORG	PCA	Agy Obj
966	10352	5137

SAVNS MAINTENANCE GRANT CONTRACT

OAG Contract No. 2004208

This grant contract (“Grant Contract”) is executed between the Office of the Attorney General (OAG) and Tyler County (GRANTEE) for certain grant funds. The OAG and GRANTEE may be referred to in this Grant Contract individually as “Party” or collectively as “Parties.”

SECTION 1. PURPOSE OF THE CONTRACT

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

The OAG published a Request for Offer (RFO) for Statewide Automated Victim Services May 11, 2019. After an evaluation of offers, the OAG identified, certified, and entered into a contract with a single vendor to provide statewide automated victim notification services (“SAVNS Services”). The initial term of the OAG Vendor Certification and Service Agreement (“OAG Certification Agreement”) is from September 1, 2019 to August 31, 2020. The vendor certified to provide the services is Appriss, Inc., (“Certified Vendor”), a Kentucky corporation authorized to do business in Texas.

SECTION 2. TERM OF THE CONTRACT

This Grant Contract shall begin on September 1, 2019 and shall terminate August 31, 2020, unless it is terminated earlier in accordance with another provision of this Grant Contract.

SECTION 3. GRANTEE’S CONTRACTUAL SERVICES

3.1. Grantee Participating Entity Service Contract. GRANTEE shall execute a service agreement with the Certified Vendor to provide services consistent with, and subject to the limitations contained in, the OAG Certification Agreement and documents incorporated therein. Specifically, the Participating Entity Service Contract attached hereto as Exhibit B shall be used by GRANTEE in entering into a contractual relationship with the Certified Vendor. All grant

funds provided under this Grant Contract shall be conditioned on the GRANTEE's use of the exemplar Participating Entity Service Contract, as attached hereto. GRANTEE further acknowledges and agrees that no changes or modifications may be made to the Participating Entity Service Contract or to any executed Participating Entity Service Contract between GRANTEE and the Certified Vendor, except as specifically authorized within this Grant Contract in Section 3.1.1 below or otherwise separately authorized by the OAG in writing. Notwithstanding the foregoing, GRANTEE is encouraged to negotiate and include additional terms and conditions individually tailored to meet the GRANTEE's unique needs related to the SAVNS program, only to the extent any such additional terms and conditions do not limit or otherwise conflict with the exemplar Participating Entity Service Contract as attached hereto as Exhibit B.

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

- a. Section 6 Additional Services: GRANTEE may require, negotiate, and include additional terms or conditions relating to the mutual agreement, provision, and payment for Additional Services that do not otherwise modify, impact, or limit the services required under the exemplar Participating Entity Service Agreement;
- b. Section 7.1 Performance Reports: GRANTEE may require reports relating to the performance standards and requirements of the SAVNS system under the exemplar Participating Entity Service Agreement;
- c. Section 7.2 Performance Remedies: GRANTEE may require additional terms or conditions relating to the calculation and withholding mechanism for Certified Vendor's failure to meet its performance requirements the exemplar Participating Entity Service Agreement;
- d. Sections 9.2(a) and 9.2(b)(iii) Standard of Care: GRANTEE may require Certified Vendor to comply with its own internal security standards and incorporate such standards into the Participating Entity Service Agreement by reference;
- e. Sections 9.3(b), 9.3(c), and 9.3(d) Information Security: GRANTEE may require Certified Vendor to comply with its own internal security standards and incorporate such standards into the Participating Entity Service Agreement by reference;
- f. Section 9.4(b)(iv) Security Breach Procedures: GRANTEE may require Certified Vendor to comply with its own internal security standards and incorporate such standards into the Participating Entity Service Agreement by reference;
- g. Section 9.5 Oversight of Security Compliance: GRANTEE may require Certified Vendor to comply with its own internal security standards and incorporate such standards into the Participating Entity Service Agreement by reference;

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

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

3.2 Grantee Maintenance Plan. GRANTEE agrees to establish and follow a “Maintenance Plan.” The Maintenance Plan, at a minimum, will be designed to accomplish the following: make available offender information that is timely, accurate, and relevant to support the SAVNS Services; verify the Certified Vendor’s performance according to the Participating Entity Service Contract; satisfactorily discharge GRANTEE’s obligations as described in the Participating Entity Service Contract; and identify and dedicate GRANTEE staff, resources, and equipment necessary to maintain the SAVNS services in the Participating Entity Service Contract.

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

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

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

3.5 E-Vine Upgrade and Cooperation for Implementation. As part of the contract award and certification by the OAG, the Certified Vendor will begin transitioning to a new system to deliver the SAVNS services known as "E-Vine" with an expected completion by early FY 2023. E-Vine will provide the GRANTEE enhanced functionality and services such as a Service Provider Directory, an Offender Watch List, a Contact List, a quick escape button and Interactive Voice Response Technology. To facilitate this transition, funds for the E-VINE upgrade costs have been added to this Grant Contract. The Certified Vendor will perform work on the transition to E-Vine throughout the next three years and will bill E-Vine costs on a quarterly basis and in addition to the regular SAVNS maintenance fees. The OAG will advise GRANTEE of any associated transition activities as needed and GRANTEE shall reasonably cooperate with the Certified Vendor in these transition activities.

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

3.7 Special Conditions. The OAG may, at its sole discretion, impose special conditions on GRANTEE, without notice and without amending this Grant Contract. The imposition of any special conditions places GRANTEE on immediate financial hold, consistent with section 9.2, without further notice, until all special conditions are satisfied.

SECTION 4. GRANTEE'S OBLIGATIONS AND REQUIRED REPORTS

4.1 General Matters

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

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

as requested by the OAG.

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

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

4.1.4 Standards for Financial and Programmatic Management. GRANTEE and its governing body shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization including financial and programmatic policies and procedures.

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

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

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

4.1.6 Public Information Act. GRANTEE acknowledges that information, documents, and communications created or exchanged in the provision of services required by this Grant Contract may be subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code,

and may be subject to required disclosure in a publicly accessible format pursuant to Section 2252.907 of the Texas Government Code.

4.2 Programmatic Reports

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

4.2.2 Written Explanation of Variance. GRANTEE shall provide a written explanation to the OAG on a quarterly basis to the extent that the performance of the SAVNS system, the Certified Vendor, or the GRANTEE varies from the projected performance thereof as provided in the Maintenance Plan required by Section 3.2 hereunder. In addition to the written explanation, GRANTEE shall promptly answer any questions from the OAG, whether in writing or otherwise, in connection with the quarterly and annual reports presented to the OAG.

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

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

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

4.3 Financial Matters

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

4.3.2 Quarterly Requests for Reimbursement. OAG grant funds will be paid on a cost-reimbursement basis no more frequently than quarterly pursuant to the process below. Any payments made by the OAG shall not exceed the actual and allowable allocable costs of GRANTEE to obtain services from the Certified Vendor for services within the "scope of services" of this contract. GRANTEE will submit to the OAG requests for reimbursement for the actual and allowable allocable costs incurred by GRANTEE to obtain services from the Certified Vendor for services within the "scope of services" of this Grant Contract. GRANTEE is responsible for submitting its invoices to the OAG in an accurate and timely manner. The requests for reimbursement must be accompanied by supporting

documentation as required by the OAG. The OAG may from time to time require different or additional supporting documentation.

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

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

c. If GRANTEE does not submit the required request for reimbursement and verification to the OAG within forty-five (45) days of the next month following the end of any quarter, the OAG will determine what steps will be taken next, including placing the grant contract on financial hold or terminating the grant contract. If an OAG grant contract is placed on financial hold or terminated, the GRANTEE remains responsible for any contractual obligation it has with Certified Vendor. The OAG will not be responsible for collection efforts on behalf of the Certified Vendor.

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

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

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

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

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

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

4.3.3 Fiscal Year End Required Reports. GRANTEE shall submit fiscal year-end required reports that shall be received by the OAG on or before October 15 of each year covered by the term of this Grant Contract. The year-end reports shall include the following:

a. **Record of Reimbursement.** GRANTEE will submit a reconciled record of its expenses for the prior fiscal year.

b. **Equipment Inventory Report.** GRANTEE will submit an Equipment Inventory Report which provides a record of the current inventory of items purchased, disposed of, replaced or transferred for any equipment that was purchased with grant funds.

4.3.4 Annual Independent Financial Audit Report. GRANTEE shall timely submit to the

OAG a copy of its annual independent financial audit. The timely submission to the OAG is on or before nine (9) months after the end of GRANTEE's accounting year. GRANTEE will contract with an independent CPA firm to perform an annual financial audit engagement. If applicable, GRANTEE's independent CPA firm will determine the type of annual financial audit, which may include a compliance attestation in accordance with the requirements of 2 CFR Part 200 titled Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and/or Texas Single Audit Circular (Single Audit or non-Single Audit financial audit). If applicable, GRANTEE will provide the OAG with any and all annual independent financial audits or audited financial statements, related management letters, and management responses of GRANTEE.

4.3.5 Close Out Invoice GRANTEE shall submit a final invoice not later than forty-five (45) days after the earlier of (1) the termination of this Grant Contract; or (2) the end of each state fiscal year covered by the term of this Grant Contract.

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

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

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

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

will be remitted by direct deposit and the OAG will discontinue providing GRANTEE with copies of reimbursement vouchers.

SECTION 5. OBLIGATIONS OF OAG

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

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

5.3 Payment of Authorized Costs. In accordance with the terms of this Grant Contract, the OAG will pay costs as explicitly authorized pursuant to this Grant Contract. The OAG is not obligated to pay unauthorized costs.

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

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

SECTION 6. TERMINATION

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

6.2 Termination for Cause. In the event that GRANTEE fails to perform or comply with an

obligation of the terms, conditions and provisions of this Grant Contract, the OAG may, upon written notice of the breach to GRANTEE, immediately terminate all or any part of this Grant Contract.

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

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

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

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

SECTION 7. AUDIT RIGHTS; RECORDS RETENTION

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

7.2 Records Retention. GRANTEE shall maintain and retain all records as are necessary to fully disclose the extent of services provided under this Grant Contract for a period of seven (7) years after the later of (a) the submission of the last expenditure report required under this Grant Contract, or (b) the full and final resolution of all issues that arise from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving this Grant Contract. The records include, but may not be limited to, the contract, any contract solicitation documents, any daily activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered.

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

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

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

7.6 Location. Any audit of records shall be conducted at GRANTEE's principal place of business and/or the location(s) of GRANTEE's operations during GRANTEE's normal business hours. GRANTEE shall provide to OAG or its designees, on GRANTEE's premises (or if the

audit is being performed of a subcontractor, the subcontractor's premises if necessary) private space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities, and office-related equipment and duplicating services as OAG or its designees may reasonably require to perform the audits described in this Grant Contract.

SECTION 8. SUBMISSION OF INFORMATION TO THE OAG

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

SECTION 9. CORRECTIVE ACTION PLANS AND SANCTIONS

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

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

9.2 Financial Hold. Failure to comply with submission deadlines for required reports, invoices, or other requested information or otherwise failing to comply with the terms of this Grant Contract may result in the OAG, at its sole discretion, placing GRANTEE on immediate financial hold without further notice to GRANTEE and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If GRANTEE is placed on financial hold, the OAG, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the time GRANTEE was placed on financial hold.

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

funding, terminating this Grant Contract and/or any other appropriate sanction.

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

SECTION 10. GENERAL TERMS AND CONDITIONS

10.1 Federal and State Laws, and Other Applicable Requirements. GRANTEE agrees to comply with all applicable federal and state laws and any other requirements, including 2 CFR Part 200, relevant to the performance of GRANTEE under this Grant Contract.

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

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

10.4 Conflicts of Interest; Disclosure of Conflicts. GRANTEE has not given, or offered to give, nor does GRANTEE intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this Grant Contract or in connection with this Grant Contract, except as allowed under relevant state or federal law. GRANTEE will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of a personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without an actual, potential or apparent conflict of interest with respect to its performance under this Grant Contract. GRANTEE must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to its performance under this Grant Contract.

10.5 Does Not Boycott Israel. As required by Texas Government Code, section 2270.002, GRANTEE represents and warrants, that neither GRANTEE, nor any subcontractor, assignee, or sub-recipient of GRANTEE, currently boycotts Israel, or will boycott Israel during the term of this Grant Contract. GRANTEE agrees to take all necessary steps to ensure this certification remains true for any future subcontractor or assignee. For purposes of this provision, "Boycott Israel" shall have the meaning assigned by Texas Government Code, Sec. 808.001(1).

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

10.7 Restriction on Abortion Funding. GRANTEE acknowledges that, under article IX, section 6.25 of the General Appropriations Act for the term covered by this Grant Contract, and except as provided by that Act, funds may not be distributed under this Grant Contract to any individual or entity that: (1) performs an abortion procedure that is not reimbursable under the State's Medicaid program; (2) is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the State's Medicaid program; or (3) is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the State's Medicaid program.

SECTION 11. SPECIAL TERMS AND CONDITIONS

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

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

GRANTEE or contractors are responsible for all types of claims whatsoever due to actions

or performance under this Grant Contract, including, but not limited to, the use of automobiles or other transportation by its owners, incorporators, officers, directors, employees, volunteers, or any third parties. To the extent allowed by law, GRANTEE and/or contractors will indemnify and hold harmless the OAG and/or the State of Texas from and against any and all claims arising out of actions or performance of GRANTEE or GRANTEE's contractors under this Grant Contract. To the extent allowed by law, GRANTEE agrees to indemnify and hold harmless the OAG and/or the State of Texas from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses, that arise from or are occasioned by the negligence, misconduct, or wrongful act, or omission of GRANTEE, its employees, representatives, agents, or subcontractors in their performance under this Grant Contract.

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

11.3 Intellectual Property. GRANTEE understands and agrees that GRANTEE may copyright any original books, manuals, films, or other original material and intellectual property developed or produced out of funds obtained under this Grant Contract, subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and granted by GRANTEE to the OAG or, where applicable, the State of Texas, or if federal funds are expended, the United States Government. Grantee hereby grants the OAG an unrestricted, royalty-free, non-exclusive, and irrevocable license to use, copy, modify, reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), at no additional cost to the OAG, in any manner the OAG deems appropriate in the exercise of its sole discretion, any component of such intellectual property.

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

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

this Grant Contract term shall be refunded to the OAG.

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

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

11.7 No Subcontracting, Assignment, or Delegation Without Prior Written Approval of OAG. GRANTEE may not subcontract, assign any of its rights, or delegate any of its duties under this Grant Contract without the prior written approval of the OAG. GRANTEE agrees the OAG maintains complete discretion in evaluating any request to subcontract, assign any right, or delegate any duty under this Grant Contract, and the OAG may withhold its approval for any reason or no reason. If the OAG approves subcontracting, assignment, or delegation by GRANTEE, GRANTEE will ensure that its contracts with others shall require compliance with the provisions of this Grant Contract. GRANTEE, in subcontracting for any performances specified herein, expressly understands and agrees that it is not relieved of its responsibilities for ensuring that all performance is in compliance with this Grant Contract and that the OAG shall not be liable in any manner to GRANTEE's subcontractor(s).

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

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

11.10 Governing Law; Venue. This Grant Contract is made and entered into in the State of Texas. This Grant Contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

Except where state law establishes mandatory venue, GRANTEE agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this Grant Contract shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District, Austin Division, and to the extent allowed by law, hereby irrevocably and unconditionally consents to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. GRANTEE hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that GRANTEE is not personally subject to the jurisdiction of the above-named courts; the

suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

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

11.12 No Use of Grant Money for Lobbying. GRANTEE shall not use any grant funds provided by OAG to GRANTEE to influence the passage or defeat of any legislative measure or election of any candidate for public office.

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

SECTION 12. CONSTRUCTION OF CONTRACT AND AMENDMENTS

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

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

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

12.4 Partial Invalidity. If any term or provision of this Grant Contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The illegal or invalid provision shall be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions shall continue in full

force and effect.

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

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

**OFFICE OF THE ATTORNEY
GENERAL**

Tyler County

Printed Name: _____
Office of the Attorney General

Jacques G. Blanchette
Printed Name: Jacques Blanchette
Authorized Official *County Judge*

SAVNS MAINTENANCE GRANT CONTRACT

OAG Contract No. 2004208

EXHIBIT A

Population Size: Small

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

Annual Cost for Jail	Annual Cost for Courts	Annual E-Vine Upgrade Cost	MAXIMUM REIMBURSABLE COSTS
\$5,431.48	\$957.95	\$1,623.50	\$8,012.93

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

Certificate Of Completion

Envelope Id: B10C73FA82064F6CB5E220E9E776BD3B
Subject: Please DocuSign: FY 2020 SAVNS Grant Award
Template ID:
Source Envelope:
Document Pages: 20
Certificate Pages: 7
AutoNav: Enabled
Envelope Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Envelope Originator:
Karly Watson
PO Box 12548
Austin, TX 78711-2548
Karly.Watson@oag.texas.gov
IP Address: 204.64.50.216

Record Tracking

Status: Original
10/31/2019 3:09:21 PM

Holder: Karly Watson
Karly.Watson@oag.texas.gov

Location: DocuSign

Signer Events

Jacques Blanchette
judge@co.tyler.tx.us

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 11/18/2019 8:46:24 AM
ID: 0e6f606e-961c-4f07-ba11-a394901fd47d

Melissa Foley
Melissa.Foley@oag.texas.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Gene McCleskey
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(None)

Electronic Record and Signature Disclosure:
Accepted: 1/14/2019 12:34:26 PM
ID: 6a746d16-8742-4c15-ace2-f36a64c991b6

Financial Litigation - FLD Attorney Review

Signing Group: Financial Litigation - FLD Attorney
Review

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Joshua Godbey

Signing Group: Joshua Godbey

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signature

Timestamp

Sent: 10/31/2019 3:09:30 PM
Viewed: 11/18/2019 8:46:24 AM

Signer Events	Signature	Timestamp
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Bruce Williamson
Bruce.Williamson@oag.texas.gov
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Mark Penley
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(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Karly Watson
karly.watson@oag.texas.gov
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(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

FLD Contracts
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(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Accounting Contracts
acc_docusign_contracts@oag.texas.gov
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Joshua Alexander
Joshua.Alexander@oag.texas.gov
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	10/31/2019 3:09:30 PM
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Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, Office of the Attorney General (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Electronic signature

An electronic signature is an electronic identifier, created by a computer, attached to or logically associated with an electronic record, executed or adopted by a person with the intent and with the actual authority to sign the record. Your electronic signature has the same legal force and effect as a manual signature. Your electronic signature constitutes your signature, acceptance, and agreement as if you signed in writing.

Security standards

DocuSign provides security assurance with enterprise-wide ISO 27001:2013 certification, xDTM compliance, as well as SSAE 16, SOC 1 Type 2, SOC 2 Type 2 reports. DocuSign delivers data confidentiality with application level AES 256 bit encryption.

Sending information to and receiving information from us

The Public Information Act, chapter 552 of the Texas Government Code, applies to all information we send and receive. The Public Information Act protects information from public disclosure if it is confidential by any law or rule. If we receive a written request for information, the Public Information Act requires us to publicly disclose requested information that is not confidential by law or rule or otherwise excepted from public disclosure. If you receive any information from us in error, you are not authorized to read, print, retain, copy, or disseminate the information. Any information you receive in error may be confidential information that cannot be disclosed without violating the criminal provisions of the Public Information Act or Texas Penal Code section 39.06. If you receive information in error, please immediately send an e-mail to servicedesk@oag.texas.gov to notify us of the error and delete all copies of the information you received.

Getting paper copies

At any time, you may request from us a paper copy of any record we provided or made available electronically to you through the DocuSign system. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Office of the Attorney General

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: servicedesk@oag.texas.gov

To advise Office of the Attorney General of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at servicedesk@oag.texas.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Office of the Attorney General

To request delivery from us of paper copies of the notices and disclosures we previously provided to you electronically, you must send us an e-mail to servicedesk@oag.texas.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Office of the Attorney General

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an e-mail to servicedesk@oag.texas.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take longer time to process.

Required hardware and software

Supported Browsers:	DocuSign supports the latest stable release (except where noted) of the following browsers: Chrome, Firefox, Safari, Internet Explorer 11+, Windows Edge
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	1024 x 768 minimum (for desktops and laptops
Enabled Security Settings:	Allow per session cookies. Users accessing the Internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection. Firewall settings must allow access to the following server: https://docucdn-a.akamaihd.net . DocuSign leverages Akamai as a content delivery service to enhance our application's performance.

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Office of the Attorney General as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made

available to me by Office of the Attorney General during the course of my relationship with you.

**PARTICIPATING ENTITY SERVICES AGREEMENT FOR THE
STATEWIDE AUTOMATED VICTIM NOTIFICATION SERVICE (SAVNS)**

Contract No. 20192044900-509-01

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

WHEREAS OAG solicited offers to perform the development, implementation and execution of a Statewide Automated Victim Notification System (SAVNS) on behalf of the various Participating Entities and accepted the offer of Appriss Inc. in response to the Request for Offer (RFO) for SAVNS, **RFO #302-19-SAVNS, dated March 11, 2019;**

WHEREAS OAG has certified and contracted with **Appriss Inc. ("Vendor")** as the statewide vendor to provide SAVNS to each of the Participating Entities ("OAG Certification Agreement") a copy of which is attached hereto as Exhibit A;

NOW, THEREFORE, THIS CONTRACT is entered into by and between Tyler County, Texas ("Named Entity") as a Participating Entity and VENDOR. Named Entity and VENDOR may be referred to in this Contract ("Contract") individually as "Party" or collectively as "Parties." The Parties, in consideration of their respective promises, agreements, and covenants contained and recited herein, hereby agree to the mutual obligations and performances described in this Contract as follows:

SECTION 1: CONTRACT TERM. This Contract shall commence on September 1, 2019 or on the date the final signature is affixed hereto, whichever is later ("Effective Date") and shall terminate on August 31, 2020. ("Initial Term"). This Contract may be renewed for four (4) additional one (1) year renewal terms (each a "Renewal Term"), only to the extent the OAG Certification Contract, attached hereto as Exhibit A, remains in effect, and in the sole and absolute discretion of Named Entity. If renewed, any Renewal Term shall begin on September 1 and end on August 31, always coinciding with the State's fiscal year. Each such Renewal Term shall be subject to all specifications and terms and conditions of this Contract, the OAG Certification Contract, and the Incorporated Documents as defined in Section 2 below.

The Initial Term collectively with all Renewal Terms and all total extensions of services hereunder shall constitute the "Term" of the Agreement.

SECTION 2: CONTRACT DOCUMENTS.

Vendor and Named Entity agree to be bound by the provisions contained in the following documents ("Incorporated Documents"), which describe the required performances in more detail and are incorporated by reference herein in their entirety in descending order of precedence:

1. Special Provisions and Negotiated Terms ("Special Provisions") attached hereto and incorporated by reference;
2. This Contract;
3. OAG Certification Agreement including all attachments, and Addenda not attached hereto but known to and in the possession of both Parties and incorporated herein by reference;
4. OAG Standard Terms and Conditions as attached to the RFO, not attached hereto but known to and in the possession of both Parties and incorporated herein by reference;
5. The RFO #302-19-SAVNS, dated March 11, 2019 including all posted documents, attachments, and Addenda ("RFO"), not attached hereto but known to and in the possession of both Parties and incorporated herein by reference.
6. Vendor written response to submission to the RFO, as accepted, not attached hereto but known to and in the possession of both Parties and incorporated herein by reference ("Vendor Response")

however the Vendor Response as incorporated herein shall be considered to exclude Table 8 of the Response (p. 31) and the Proposed Exceptions to Exhibit A, Exhibit B, and Exhibit C of the Response (pp. 35-125).

If there is, and to the extent of, any conflict between the Incorporated Documents, such conflict will be resolved according to the order of precedence as set forth above. Capitalized terms used herein and not otherwise defined shall have the same meaning as in the applicable Incorporated Document.

SECTION 3: SERVICES TO BE PERFORMED BY VENDOR.

3.1 **Project.** Vendor agrees to configure, operate, maintain, support and provide Named Entity access to the SAVNS system as set forth in the RFO and the Vendor Response, (collectively the “Scope of Work” or “SOW”) which shall meet all of the requirements set forth in Section 4 of the RFO and Section 2 of the OAG Certification Agreement, all in accordance with the requirements of the Incorporated Documents referenced in Section 2 (“Project”).

3.2 **Scope of Services.** This Project includes but is not limited to the following services (collectively the “Participating Entity Services”):

(a) **VINE® (Victim Information and Notification Everyday).** VINE makes it easy for victims and concerned citizens to obtain timely information about criminal cases and the custody status of offenders held in local jails or state prisons. There are two versions of VINE that are currently supported by the Vendor: “Classic VINE” and “Enhanced VINE.” Appriss has been in the process of migrating states from the Classic VINE platform to the entirely new Enhanced VINE platform since 2016. Enhanced VINE offers a new experience, going beyond notifications, and facilitating a greater degree of information sharing between public servants, victims, and service providers. It offers a suite of new and augmented features, incorporating self-service functionality, and providing the end-user with the ability to select preferred pathways of communication. The new platform brings transformative benefits to victims and victim service providers alike. Appriss’s long-term plan is to migrate all states to the Enhanced VINE technology platform to better serve the growing needs of victims of crime, victim advocates, law enforcement and criminal justice professionals.

(b) **VINE® Courts.** VINE Courts is a fully automated service that keeps crime victims and criminal justice professionals informed regarding the progress of their court cases. Users can access court information around the clock by calling a toll-free telephone number or logging on to www.vinelink.com. They can also register to be notified by phone, e-mail, text message, or TTY about upcoming court and hearing dates related to criminal justice proceedings, cancellations, continuances, disposition changes, and other events.

(c) “VINE Software” means VINE® and VINE® Courts (as detailed above and within the Vendor Response), including all designs, documents, inventions, software, copyrightable material, patentable and unpatentable subject matter, and all modifications, improvements, upgrades and derivative works made thereto.

(d) Vendor shall provide Named Entity access to VINE® and VINE® Courts as outlined in Section 3.2(d) and pursuant to the requirements of the Incorporated Documents and at the rate included in the Pricing Index, incorporated herein as Exhibit B, for the term of this Contract. Vendor shall ensure Named Entity has access to the Classic VINE Platform upon commencement of this Contract but shall migrate Named Entity to the Enhanced VINE platform within the Term of this Contract pursuant to the schedule agreed by Vendor and OAG under the terms of the OAG Certification Agreement.

Named Entity Participating Entities

County Jail [Yes] | District Court [Yes] | County Court [No]

3.3 Ownership of Vendor Intellectual Property; Licenses. Vendor retains all ownership rights in the VINE Software and all documents, designs, inventions, copyrightable material, patentable and unpatentable subject matter and other tangible materials authored or prepared by the Vendor (the "Intellectual Property") in connection with the Services. Vendor hereby grants the OAG during the term of this Agreement, a limited, non-exclusive, non-transferable, non-sublicensable license to use the VINE Software in connection with the provision by Vendor of the VINE Services for the OAG's internal purposes only. Nothing herein shall grant the OAG a license to the source code of the VINE Software. Notwithstanding the foregoing, all documents, reports, plans, copyrightable material, patentable and unpatentable subject matter and other tangible materials authored or prepared by the Vendor and required to be delivered to OAG by the Incorporated Documents shall be subject to Article V of the OAG Standard Terms and Conditions.

SECTION 4: SCHEDULE

4.1 Time is of the Essence. Time is of the essence in rendering of Participating Entity Services required by this Contract.

4.2 Performance Schedule. The Project shall be performed by Vendor according to a schedule to be mutually agreed by the Parties ("Schedule") which shall set forth the required delivery dates of each report, plan, or other deliverable as required by the Incorporated Documents.

SECTION 5: COMPENSATION AND INVOICING

5.1 Payments for Services Rendered. The Parties stipulate and agree that OAG is the statutory party charged with administering and providing grant funds to Participating Entities on a reimbursement basis for the Participating Entity Services rendered by the Vendor. Accordingly, OAG shall not be directly responsible for any payment to Vendor for Participating Entity Services provided to Named Entity hereunder. All payments for such Participating Entity Services shall be made by Named Entity in accordance with the agreed pricing index ("Agreed Pricing Index") incorporated herein as Exhibit B and pursuant to the terms of this Contract.

5.2 Recurring Fees. The Parties stipulate and agree that the Named Entity's total amount of compensation to be paid to Vendor in consideration of full, satisfactory performance of all Vendor's duties, services and obligations as set forth in this Contract, shall be billed on a recurring quarterly basis, in accordance with the Agreed Pricing Index, and not to exceed \$2,003.24 per calendar quarter. ("Quarterly Fee").

5.3 Invoicing. The Participating Entity Services for the Project shall be performed for the Quarterly Fee, which will be billed and invoiced in accordance with the Agreed Pricing Index and pursuant to the terms of this Contract and the RFO. Invoices will contain all pertinent information such as this Contract number, the dates of Services rendered, and any outages or performances issues as identified in Section 7 of this Contract.

5.4 Invoice Submission. Prior to authorizing payment to Vendor, Named Entity shall evaluate Vendor's performance using the performance standards set forth in the SOW. Vendor shall provide invoices for Participating Entity Services no later than the 15th day following the end of the prior billing quarter in which the Participating Entity Services are rendered. No payment whatsoever shall be made under this Contract without the prior submission of detailed, correct invoices. By submission of the invoices, Vendor is warranting the following: (1) its invoices have been carefully reviewed to ensure that all invoiced services have been performed or delivered; (2) that the Participating Entity Services have been performed in compliance with all terms of the Contract and Incorporated Documents; and (3) all relevant performance and deliverables associated with such invoice have been successfully completed, accepted and all supporting documentation is attached. Upon the request of Named Entity, Vendor agrees to submit any additional documentation or explanation Named Entity may reasonably require. Subject to the foregoing, Named Entity must make all payments in accordance with the Texas Prompt Payment Act.

5.5 Appropriated Funds. Payments under this Contract are subject to the availability of appropriated funds. Whereas OAG provides grant dollars to the Named Entity as a reimbursement of the Quarterly Fees due hereunder, Vendor acknowledges and agrees that payments for Participating Entity Services provided under this Contract are contingent upon OAG's receipt of funds appropriated by the Texas Legislature.

SECTION 6: ADDITIONAL SERVICES

6.1 Additional Services. Named Entity may require the Vendor to perform additional services from among the optional services that are set forth in the SOW which are not included in the Participating Entity Services required under this Contract ("Additional Services"). Vendor shall offer any such Additional Services at the same rate as proposed in Vendor's Pricing Submission as attached and incorporated into the Vendor's Response.

6.2 Additional Services to be Mutually Agreed. No work or services shall commence, or products provided, unless and until the applicable fees, and all other impacts on the Project and Schedule as specified by Vendor are mutually agreed upon, in writing, by Named Entity and Vendor. No Additional Services or any applicable fees associated therewith shall be deemed to modify this Contract or obligations between Named Entity and Vendor except to the extent the Additional Services are mutually agreed upon, in advance in writing, and by both Named Entity and Vendor.

6.3 Liability for Additional Services. Vendor acknowledges and agrees that any Additional Services provided under this Contract are the sole responsibility of Named Entity. Any grant dollars issued by the OAG to Named Entity shall be utilized solely as a reimbursement for the Quarterly Fees incurred for Vendor's provision of the Participating Entity Services. OAG grant funds may not be used or obligated for any Additional Services provided hereunder.

SECTION 7: PERFORMANCE REPORTING AND REMEDIES

7.1 Performance Reports.

7.1.1 Project(s) Reporting. Pursuant to Section 4.2 of this Contract, Named Entity and Vendor shall agree on a Schedule to perform the Project which shall set forth the dates of each report, plan, or other deliverable as required by the Incorporated Documents. Notwithstanding the foregoing, Vendor shall provide Named Entity and/or the OAG with monthly written progress reports ("Progress Reports") of the Project's performance, which shall, at minimum, identify any problems encountered or still outstanding with an explanation of the cause and resolution of the problem or how the problem will be resolved. Additional performance related measurables shall be agreed upon between Named Entity and Vendor. For the avoidance of doubt, Vendor shall only provide Progress Reports related to implementation of the Project or unique projects for Named Entity. Progress Reports shall not be required for any portion of the Project already implemented as of the Effective Date.

7.1.2 Service Reporting. Upon Named Entity's written request, the Vendor, shall provide a report that includes the following national platform data for the prior month: SAVNS system down time, including the SAVNS core system, interface services, and notification interfaces.

7.2 Performance Remedies. In the event the Participating Entity Services provided by Vendor hereunder do not maintain a reliable 99.9% uptime-performance each calendar month for the SAVNS core system, Named Entity interface services, and notification interfaces, the Named Entity may withhold any Quarterly Fee due to the Vendor funds under Section 5 of this Contract based on a pro-rata amount equal to the duration of the outage for any prior billing quarter. The amount of withholding shall be calculated on a proportional amount for all Participating Entity Services provided to Named Entity in the billing quarter in which the monthly 99.9% uptime-performance requirement was not met. Accordingly, any outage in any portion of the SAVNS core system, Named Entity interface services, and notification interfaces for registered parties, shall be counted against the 99.9% uptime performance requirement.

Notwithstanding the foregoing, the Vendor shall not be responsible due to any delay caused by, and shall not have its uptime-performance impacted by: schedule amendments requested by the OAG (including any requests of Named Entity and any third party vendors of the OAG or the Named Entity); delays as the result of activity that is the responsibility of the OAG; delays that are otherwise agreed upon by the parties; any other delay not specifically addressed herein but that is otherwise caused by the acts or omissions of the OAG, Named Entity or any third party vendors of the OAG and Named Entity; and any delays caused by a Force Majeure Event as defined in the Section 15.10 of the OAG Standard Terms and Conditions.

SECTION 8: WARRANTIES

8.1 Vendor Warranties. In addition to any warranty obligations in the Incorporated Documents, Vendor hereby represents and warrants:

- (a) that Vendor shall perform the Project with the professional skill and care ordinarily provided by comparable professionals in the same industry;
- (b) that each of the Vendor employees and agents assigned to perform Vendor's obligations under this Contract and Incorporated Documents, shall have the skill and training to perform the Project in accordance with the foregoing standard of care, and that all work shall be produced in a professional and workmanlike manner;
- (c) that the SAVNS system shall materially conform to the requirements as set forth in this Contract, and in the SOW and Incorporated Documents;
- (d) that all deliverables provided hereunder shall materially conform to the requirements as set forth in this Contract, and in the SOW and Incorporated Documents;
- (e) that all Project performance and deliverables provided under the Contract are, and will be, free of all liens, claims and other restrictions, and that Named Entity's use and possession of such deliverables will not violate the terms or conditions of any license, confidentiality agreement, non-competition agreement, employment agreement or any other agreement to which Vendor, its agents, officers, employees or subcontractors may be subject;
- (f) that Vendor has the right to develop and assign all ownership rights in the deliverables to OAG as contemplated under this Contract, free from infringement claims, free from violations of unfair competition law, and free from violations of any other contract or law; and
- (g) that Vendor will implement reasonable and appropriate measures to prevent unauthorized disclosure or exposure of Named Entity Protected Data during Vendor's performance of the Participating Entity Services due under this Contract and the Incorporated Documents.

These representations and warranties are essential and material to Named Entity's willingness to enter into this Contract.

8.2 Warranty of Law. Vendor warrants and represents that to the best of its knowledge: (i) Vendor has full authority to enter into this Contract and to consummate the transactions contemplated hereby and (ii) this Contract is not prohibited by any other agreement to which Vendor is a party or by which it may be bound (the "Legal Warranty"). In the event of a breach of the Legal Warranty, Vendor shall indemnify and hold harmless Named Entity from and against any and all losses, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by Named Entity, directly arising out of or resulting from said breach.

SECTION 9: DATA PROTECTION AND INFORMATION SECURITY

9.1 Definitions. Capitalized terms used herein shall have the meanings set forth in this Section 9.

(a) “Authorized Employees” shall mean Vendor’s employees who have a need to know or otherwise access Named Entity Protected Data to enable Vendor to perform its obligations under this Contract or any of the Incorporated Documents.

(b) “Authorized Persons” shall mean (i) Authorized Employees; and (ii) Vendor’s contractors or agents, as each is specified on Exhibit C to this Contract who have a need to know or otherwise access Named Entity Protected Data to enable Vendor to perform its obligations under this Contract or any of the Incorporated Documents, and who are bound in writing by confidentiality obligations sufficient to protect Named Entity Protected Data in accordance with the terms and conditions of this Contract.

(c) “Named Entity Protected Data” shall mean all documents, reports, data, records, forms, and other materials obtained by Vendor from the Named Entity or is otherwise received by Vendor from any person or entity registered to receive notifications from the SAVNS system, as a result of providing the Participating Entity Services as required under this Contract or any of the Incorporated Documents which includes personally identifiable information, federal tax information, personal health information, criminal justice information, or any information that is classified as confidential or sensitive by federal or state law, by agency policy, or is defined as "Personal Identifying Information" under Texas Business and Commerce Code §521.002(a)(1) or "Sensitive Personal Information" as defined by Texas Business and Commerce Code §521.002(a)(2) or any other data or information which (i) has been marked as confidential by any party; (ii) whose confidential nature has been made known to the Vendor Named Entity or any individual registered to receive notifications under the SAVNS system; or (iii) that due to their character and nature, a reasonable person under like circumstances would treat as confidential.

(d) “Personal Identifiable Information” shall have the meaning set forth in Texas Business and Commerce Code §521.002(a)(1).

(e) “Named Entity’s Data” shall mean all documents, reports, data, records, forms, and other materials obtained by Vendor from Named Entity or is otherwise received by Vendor as a result of providing the Participating Entity Services as required under this Contract or any of the Incorporated Documents, without regard to whether such data includes the type of information included in the definition of Named Entity Protected Data.

(f) “Security Breach” means (i) any act or omission that materially compromises either the security, confidentiality or integrity of Named Entity Protected Data, or the physical, technical, administrative or organizational safeguards put in place by Vendor or any Authorized Persons that relate to the protection of the security, confidentiality or integrity of Named Entity Protected Data, (ii) receipt of a complaint in relation to the privacy practices of Vendor or any Authorized Persons or a breach or alleged breach of this Contract relating to such privacy practices.

(f) “Sensitive Personal Information” shall have the meaning set forth in Texas Business and Commerce Code §521.002(a)(2).

9.2 Standard of Care. (a) Vendor acknowledges and agrees that, during the course of its engagement by Named Entity, Vendor may receive or have access to Named Entity Protected Data. Vendor shall comply with the terms and conditions set forth in this Contract, the RFO, and OAG Information Security Standards (Attachment 4 to the RFO) in its collection, receipt, transmission, storage, disposal, use and disclosure of both Named Entity Protected Data and be responsible for the unauthorized collection, receipt, transmission, access, storage, disposal, use and disclosure of Named Entity Protected Data under its control or in its possession by

all Authorized Employees and/or Authorized Persons. Vendor shall be responsible for and remain liable to Named Entity for the actions and omissions of all Authorized Persons that are not Authorized Employees concerning the treatment of Named Entity Protected Data as if they were Vendor's own actions and omissions.

- (b) In recognition of the foregoing, Vendor agrees and covenants that it shall:
 - (i) keep and maintain all Named Entity Protected Data in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure;
 - (ii) use and disclose Named Entity Protected Data solely and exclusively for the purposes for which the Named Entity Protected Data, or access to it, is provided pursuant to the terms and conditions of this Contract, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Named Entity Protected Data for Vendor's own purposes or for the benefit of anyone other than the OAG or Named Entity in each case, without Named Entity's prior written consent or as permitted in subsection (c) below; and
 - (iii) not, directly or indirectly, disclose Named Entity Protected Data to any person or entity other than its Authorized Employees and/or Authorized Persons ("Unauthorized Third Party") without the prior express written consent from Named Entity, unless and to the extent required by applicable law or court order in which case, Vendor shall (1) use best efforts to notify OAG before such disclosure or as soon thereafter as reasonably possible; (2) be responsible for and remain liable to OAG for the actions and omissions of any Unauthorized Third Party concerning the treatment of such Named Entity Protected Data as if they were Vendor's own actions and omissions; and (iii) require the Unauthorized Third Party that has access to Personal Information to execute a written agreement agreeing to comply with the terms and conditions of this Contract, the RFO, and the OAG Information Security Standards (Attachment 4 to the RFO) relating to the treatment of Named Entity Protected Data.
- (c) Notwithstanding anything in the foregoing subsection (b), Vendor is authorized by Named Entity to utilize Named Entity Protected Data only to the extent such Named Entity Protected Data is related to a Defendant or to a Defendant Status Change (hereinafter "SAVNS Defendant Data") for the limited purpose of providing or improving Vendor's own existing products and services identified in the Appriss Data Overview to Law Enforcement Agencies and Government Agencies. For the purposes of this paragraph, "utilize" includes, but is not limited to, receiving, maintaining, disseminating, retaining, or otherwise providing access to any information obtained or extrapolated from SAVNS Defendant data obtained under the SAVNS program. "Government Agency" means an organization created by or pursuant to the Constitution of the United States or the constitution of a state of the United States and operated for public purposes. The term "Government Agency" shall not include any quasi-governmental entity or government-sponsored enterprise or corporation. "Law Enforcement Agency" means a Government Agency or an organizational unit within a Government Agency with authority to enforce state or federal criminal laws, which includes, but is not limited to, prevention, detection, and investigation of crime, and the apprehension and incarceration of alleged offenders;
- (d) Nothing in this Section 9.2 shall be construed to limit Vendor's use of non-confidential data made available to the public or otherwise in the public domain.

9.3 Information Security. (a) Vendor represents and warrants that its collection, access, use, storage, disposal and disclosure of Named Entity Protected Data does and will comply with all applicable federal, state, and local privacy and data protection laws, as well as all other applicable regulations and directives, including but not limited to Texas Business and Commerce Code Chapter 521, Texas Administrative Code Chapter 202 and the Health Insurance Portability and Accountability of 1996 (HIPAA) and all amendments thereto.

(b) Without limiting Vendor's obligations under Section 9.3(a) above, Vendor shall implement administrative, physical and technical safeguards to protect Named Entity Protected Data. Vendor shall, upon request, submit to Named Entity security framework implemented in Vendor's organization, such as International Organization for Standardization's standards: ISO/IEC 27001:2013, Code of Practice for International Security Management, the Information Technology Library (ITIL) standards, the Control Objectives for Information and related Technology (COBIT) standards or other applicable industry standards for information security, and shall ensure that all such safeguards, including the manner in which Named Entity Protected Data is collected, accessed, used, stored, processed, disposed of and disclosed are in compliance with and in addition to the OAG Information Security Standards (Attachment 4 to the RFO).

(c) In addition to and inclusive of the requirements set forth in OAG Information Security Standards (Attachment 4 to the RFO), at a minimum, Vendor's safeguards for the protection of Named Entity Protected Data shall include: (i) limiting access of Named Entity Protected Data to Authorized Employees/Authorized Persons; (ii) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (iii) implementing network, device application, database and platform security; (iv) securing information transmission, storage and disposal; (v) implementing authentication and access controls within media, applications, operating systems and equipment; (vi) encrypting Sensitive Personal Information stored on any mobile media; (vii) encrypting Sensitive Personal Information transmitted over public or wireless networks; (viii) strictly segregating Named Entity Protected Data, and information from its other customers so that Named Entity Protected Data is not commingled with any other types of information; (ix) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with any applicable state or federal law; and (x) providing appropriate privacy and information security training to Vendor's employees, contractors, or agents.

(d) During the term of each Authorized Employee's employment by Vendor, Vendor shall at all times cause such Authorized Employees to abide strictly by Vendor's obligations under this Contract, the RFO, and the OAG Information Security Standards (Attachment 4 to the RFO). Upon Named Entity's written request, Vendor shall promptly identify for Named Entity in writing all Authorized Employees as of the date of such request.

9.4 Security Breach Procedures.

(a) Vendor shall:

- (i) provide Named Entity with the name and contact information for an employee of Vendor who shall serve as Named Entity's primary security contact and shall be available to assist Named Entity twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Breach;
- (ii) notify Named Entity of a Security Breach as soon as practicable, but no later than twenty-four (24) hours after Vendor becomes aware of it; and
- (iii) notify Named Entity of any Security Breaches by telephone at the following number: 409-283-2141 and by e-mailing Named Entity with a read receipt at judge@co.tyler.tx.us and with a copy by e-mail to Vendor's primary business contact within Named Entity.

(b) Immediately following Vendor's notification to Named Entity of a Security Breach, the parties shall coordinate with each other to investigate the Security Breach. Vendor agrees to reasonably cooperate with Named Entity in Named Entity's handling of the matter, including, without limitation:

- (i) assisting with any investigation;
- (ii) providing Named Entity with physical access to the facilities and operations affected;
- (iii) facilitating interviews with Vendor's employees and others involved in the matter; and

- (iv) making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards, this Contract, the RFO Contract, the RFO, and the OAG Information Security Standards (Attachment 4 to the RFO) or as otherwise reasonably required by Named Entity.

(c) Vendor shall use best efforts to immediately remedy any Security Breach and prevent any further Security Breach at Vendor's expense in accordance with applicable privacy rights, laws, regulations and standards. Vendor shall reimburse Named Entity for actual costs incurred by Named Entity in responding to, and mitigating damages caused by, any Security Breach, including all costs of notice and/or remediation pursuant to Section 9.4(d).

(d) Vendor agrees that it shall not inform any third party of any Security Breach without first obtaining Named Entity's prior written consent, except to the extent required under Texas Business and Commerce Code Chapter 521 or any other applicable law, or as is otherwise required by the OAG under the OAG Certification Contract. Notwithstanding the foregoing, Vendor shall provide prior written notice to Named Entity of its intent to inform any third-party other than the OAG of any Security Breach and identify the applicable law the Vendor believes requires such disclosure.

(e) In the event of any Security Breach, Vendor shall promptly use its best efforts to prevent a recurrence of any such Security Breach.

9.5 Oversight of Security Compliance. Upon Named Entity's written request, to confirm compliance with this Contract, the RFO, the OAG Information Security Standards (Attachment 4 to the RFO) as well as any applicable laws and industry standards, Vendor shall promptly and accurately complete a written information security questionnaire provided by Named Entity or a third party on the Named Entity's behalf regarding Vendor's business practices and information technology environment in relation to all Named Entity Protected Data being handled and/or services being provided by Vendor to Named Entity or any of the Participating Entities pursuant to this Contract or the Incorporated Documents. Vendor shall fully cooperate with such inquiries. Named Entity shall treat the information provided by Vendor in the security questionnaire as Vendor's confidential, proprietary information under Section 10.1 below.

9.6 Return or Destruction of Named Entity Protected Data. At any time during the term of this Contract at the Named Entity's written request or upon the termination or expiration of this Contract for any reason, Vendor shall, and shall instruct all Authorized Persons to, promptly return to the Named Entity all copies, whether in written, electronic or other form or media, of Named Entity in its possession or the possession of such Authorized Persons, or securely dispose of all such copies, and certify in writing to the Named Entity that such Named Entity Protected Data has been returned to Named Entity or disposed of securely. Vendor shall comply with all reasonable directions provided by Named Entity with respect to the return or disposal of Named Entity Protected Data.

9.7 Equitable Relief. Vendor acknowledges that any material breach of its covenants or obligations set forth in this Section 9 may cause Named Entity irreparable harm for which monetary damages may not be adequate compensation and agrees that, in the event of such breach or threatened breach, Named Entity may be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which Named Entity may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Contract to the contrary.

9.8 Material Breach. Vendor's failure to comply with any of the provisions of this Section 9 is a material breach of this Contract. In such event, Named Entity may terminate the Contract for cause, effective immediately upon written notice to the Vendor without further liability or obligation to Named Entity. This immediate termination for cause shall be in addition to any rights to termination contemplated under Section 11.2(a) below and shall not be subject to any written notice or cure period required therein.

9.9 Indemnification. In addition to any of the other indemnification or hold harmless obligations of Vendor provided for within this Contract, the RFO or the OAG's Standard Terms and Conditions, Vendor shall also defend, indemnify and hold harmless the State of Texas and OAG, the Named Entity and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees (collectively the "Named Entity Indemnitees") from and against all losses, damages, deficiencies, actions, judgments, interest, awards, penalties, fines, reasonable costs or expenses, including reasonable attorneys' fees, the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers, arising out of or resulting from any third party claim against any Named Entity Indemnitee arising out of or resulting from Vendor's failure to comply with any of its obligations under this Section 9.

9.10 Ownership and Use of Named Entity's Data. Notwithstanding anything in this Contract to the contrary, nothing contained herein shall be construed to grant the Vendor any ownership rights in any Named Entity's data provided to Vendor in connection with this Contract, the SOW, or any of the Incorporated Documents. With the exception of information in the public domain, Vendor shall not sell, provide, or otherwise commercialize Named Entity's Data without the prior written consent of Named Entity. Vendor shall only use the Named Entity's Data in connection with the Participating Entity Services required hereunder and otherwise consistent with this Contract and the Incorporated Documents. Notwithstanding the foregoing, Vendor is authorized by Named Entity to utilize Named Entity Data only to the extent such Named Entity Data is related to a Defendant or to a Defendant Status Change (hereinafter "SAVNS Defendant Data") for the limited purpose of providing or improving Vendor's own existing products and services identified in the Appriss Data Overview to Law Enforcement Agencies and Government Agencies as attached to the Special Provisions. For the purposes of this paragraph, "utilize" includes, but is not limited to, receiving, maintaining, disseminating, retaining, or otherwise providing access to any information obtained or extrapolated from SAVNS Defendant data obtained under the SAVNS program. "Government Agency" means an organization created by or pursuant to the Constitution of the United States or the constitution of a state of the United States and operated for public purposes. The term "Government Agency" shall not include any quasi-governmental entity or government-sponsored enterprise or corporation. "Law Enforcement Agency" means a Government Agency or an organizational unit within a Government Agency with authority to enforce state or federal criminal laws, which includes, but is not limited to, prevention, detection, and investigation of crime, and the apprehension and incarceration of alleged offenders.

SECTION 10: CONFIDENTIALITY

10.1 Named Entity's Responsibilities. Named Entity hereby agrees that (i) specific identified methodologies, materials, plans, or other proprietary information related to the development and implementation of the SAVNS system as provided by Vendor under this Contract shall be treated as confidential in nature and shall be subject to the various ownership provision of the Incorporated Documents; (ii) Named Entity shall implement reasonable and appropriate measures designed to secure the confidentiality of such confidential information, and (iii) except as permitted by the SOW and Section 10.2 of this Contract, none of such materials shall be in any way disclosed by Named Entity to any third party, in whole or in part, without the prior written consent of Vendor. If Named Entity becomes aware of the unauthorized possession of such materials, it shall promptly notify Vendor. Notwithstanding anything in this Contract to the contrary, any report, plan, or other deliverable required to be provided to Named Entity pursuant to the Incorporated Documents shall not be considered to be confidential in nature and Named Entity is under no obligation to maintain the confidentiality thereof.

10.2 Named Entity Compliance and Vendor Cooperation with Texas Public Information Act Requests. Notwithstanding any provisions of this Contract to the contrary, Vendor understands that Named Entity will comply with the Texas Public Information Act, Texas Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. Named Entity agrees to notify Vendor in writing within a reasonable time, of a request for information related to Vendor's work under this Contract. Vendor will cooperate with Named Entity in the production of documents responsive to the request. Named

Entity will make a determination whether to submit a Public Information Act request to the Attorney General. Vendor will notify Named Entity General Counsel within twenty-four (24) hours of receipt of any third-party requests for information that was provided by the State of Texas for use in performing this Contract and all data and other information generated or otherwise. Vendor is required to make any information created or exchanged with Named Entity, the State of Texas, or any of its agencies pursuant to this Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.

10.3 Vendor's Responsibilities. Vendor hereby agrees that (i) any information related to the official business of Named Entity that Vendor obtains from Named Entity in the course of the performance of this Contract is the confidential and proprietary information of Named Entity, (ii) Vendor shall implement reasonable and appropriate measures designed to secure the confidentiality of such information, and (iii) such information shall not be in any way disclosed by Vendor to any third party, in whole or in part, without the prior written consent of Named Entity, which may be granted or withheld in its sole discretion. If Vendor becomes aware of the unauthorized possession of such information, it shall promptly notify Named Entity. Vendor shall also assist Named Entity with preventing the recurrence of such unauthorized possession and with any litigation against the third parties deemed necessary by Named Entity to protect its proprietary rights.

10.4 Exclusions. Each party shall be a receiving party ("Receiving Party") relative to the other party's confidential information. The provisions of this Section 10 ("Confidentiality") shall not apply to any information (i) that is in the public domain prior to the disclosure or that becomes part of the public domain, or otherwise becomes publicly known, by publication or otherwise, other than by way of a breach of this Contract by the Receiving Party, (ii) that was known to, or in the lawful possession of the Receiving Party without obligation, as the case may be, prior to the disclosure in connection with the Contract, (iii) that was disclosed to the Receiving Party by a third party who was in lawful possession of the information and who had the right to make such disclosure at the time of the disclosure, (iv) that was independently developed by the Receiving Party outside the scope of this Contract, or (v) that Receiving Party, is required to disclose by law or legal process, in which case Receiving Party shall notify the owning party so that action may be taken to protect the affected confidential information. Notwithstanding any other provision herein to the contrary, all provisions in this Section 10 are subject to the Public Information Act, as further described in the Contract. Further, nothing in this Section 10.4 shall be deemed to alter, limit, or otherwise modify any of Vendor's obligations related to the use and protection of Named Entity Protected Data pursuant to Section 9 of this Contract, the RFO, and OAG Information Security Standards (Attachment 4 to the RFO).

SECTION 11: TERMINATION

11.1 Termination by Vendor. Vendor may terminate this Contract in Named Entity commits any material breach under this Contract and fails to remedy such breach within (30) days after written notice of such breach is delivered by Vendor to Named Entity.

11.2 Termination by Named Entity.

(a) *For Cause.* Named Entity shall have the right to terminate this Contract (reserving cumulatively all other rights and remedies under this Contract, the RFO, and the Incorporated Documents, in law and/or in equity) without further obligation or liability to Vendor if Vendor or any subcontractor to Vendor commits any material breach of this Contract and fails to remedy such breach within thirty (30) days after written notice by Named Entity to Vendor of such breach. Named Entity shall have the right to terminate this Contract effective immediately and without prior notice if Vendor goes into liquidation or files for bankruptcy.

(b) *Non-appropriations.* Named Entity may terminate this Contract if funds sufficient to pay its obligations under the Contract are not appropriated: i) by the governing body on behalf of local governments; ii) by the Texas legislature on behalf of the OAG; or iii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Vendor will be provided ten (10) calendar days written notice of intent to terminate. In

the event of such termination, the Named Entity will not be considered to be in default or breach under this Contract, nor shall Named Entity be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

(c) *For convenience.* Notwithstanding the foregoing or anything in this Contract or the Incorporated Documents to the contrary, Named Entity reserves the right to terminate the Contract at any time, in whole or in part, without penalty, by providing thirty (30) calendar days advance written notice to the Vendor, subject to the advance written approval of such termination by the OAG or in the event OAG determines that such termination is in its best interest or the best interest of the State of Texas or the Named Entity. In the event of such a notice of termination, Vendor shall, unless otherwise mutually agreed upon in writing, cease all work immediately. Named Entity shall be liable for payments limited only to the portion of work Named Entity authorized in writing and which the Vendor has completed, delivered to Named Entity per the Contract requirements, and which has been accepted by Named Entity as of the date of termination. Named Entity shall have no other liability or obligation to Vendor, including, without limitation, no liability for any costs of any kind associated with the termination.

11.3 Effect of Termination. Termination of this Contract shall not affect any rights and/or obligations of the parties which arose prior to any such termination and such rights and/or obligations shall survive any such termination. Upon termination, each party shall return the confidential property of the other party obtained under this Contract or the Incorporated Documents, as applicable, however excluding all Work Product as that is defined in OAG Standard Terms and Conditions, Article I, Definitions, produced pursuant to this Contract which shall remain the property of Named Entity. In addition, the confidentiality obligations of the parties in Section 11 (“Confidentiality”) shall survive the termination of this Contract.

SECTION 12: LIMITATIONS ON LIABILITY AND INDEMNITIES

12.1 Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS OF ANTICIPATED PROFITS OR REVENUES IN CONNECTION WITH OR ARISING OUT OF THE SUBJECT MATTER OF THIS CONTRACT.

12.2 Indemnification. In addition to the indemnification and hold harmless obligations of Vendor in this Contract included in Section 8.2 and Section 9.9 above, Vendor shall:

(a) DEFEND, INDEMNIFY AND HOLD HARMLESS NAMED ENTITY AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, LOSSES, DEMANDS, OR SUITS, AND ALL REASONABLE COSTS, ATTORNEY FEES, AND EXPENSES DIRECTLY ARISING OUT OF, IN CONNECTION WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS, NEGLIGENCE, OR WILLFUL MISCONDUCT OF THE VENDOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, SUPPLIERS, OR SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE TO ANY SUCH ACTION, CLAIM, DEMAND, OR SUIT SHALL BE COORDINATED BY VENDOR WITH NAMED ENTITY AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE ADVANCE, WRITTEN CONCURRENCE FROM NAMED ENTITY. THE VENDOR AND NAMED ENTITY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

(b) DEFEND, INDEMNIFY AND HOLD HARMLESS NAMED ENTITY AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL THIRD PARTY CLAIMS INVOLVING INFRINGEMENT OF UNITED STATES PATENTS, COPYRIGHTS, TRADEMARKS, SERVICE MARKS, TRADE SECRETS AND ANY OTHER INTELLECTUAL PROPERTY OR INTANGIBLE PROPERTY RIGHTS IN CONNECTION WITH ANY DELIVERABLE PROVIDED HEREUNDER, THE WORK OR PERFORMANCE OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT, OR NAMED ENTITY’S USE OF ANY DELIVERABLE

14.4 Successors and Assigns. Neither party may assign this Contract in whole or part without the prior written consent of the other party. Any attempt to assign this Contract without the prior written consent of the other party is void and without legal effect, and such an attempt constitutes a material breach and grounds for termination by the other party. Subject to the foregoing, all of the terms, conditions, covenants and agreements contained herein shall inure to the benefit of, and be binding upon, any successor and any permitted assignees of the respective parties hereto. It is further understood and agreed that consent by either party to such assignment in one instance shall not constitute consent by the party to any other assignment. A transfer of corporate control, merger, sale of substantially all of a party's assets and the like shall be considered an assignment for these purposes.

14.5 Dispute Resolution. **[Intentionally left blank]**.

14.6 Governing Law. The validity, construction and performance of this Contract and the legal relations among the parties to this Contract shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to its conflict of law principles. The venue of any suit arising under this Contract is fixed in any court of competent jurisdiction of Tyler County, Texas.

14.7 Independent Contractor. Vendor, in performance of this Contract, is acting as an independent contractor. Vendor personnel (including personnel supplied by subcontractors) hereunder are not Named Entity's personnel or agents, and Vendor assumes full responsibility for their acts. Vendor shall be solely responsible for the payment of compensation of Vendor employees and contractors assigned to perform services hereunder, and such employees and contractors shall be informed that they are not entitled to the provision of any Named Entity employee benefits. Named Entity shall not be responsible for payment of worker's compensation, disability or other similar benefits, unemployment or other similar insurance or for withholding income or other similar taxes or social security for any Vendor employee, and such responsibility shall solely be that of Vendor.

14.8 Severability. In the event any one or more of the provisions of the Contract shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Contract shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a provision, which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.

14.9 Entire Agreement; Inconsistent Terms. This Contract, all exhibits, appendices, and schedules attached hereto and/or otherwise incorporated by reference herein, and the Incorporated Documents are the complete and exclusive statement of the agreement between the Named Entity and the Vendor, and supersede any and all other agreements, oral or written, between the parties. This Contract may not be modified except by written instrument signed by the Named Entity and by an authorized representative of the Vendor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate the Vendor.

14.10 Counterparts. This Contract and other Incorporated Documents which are required to be duly executed, may be executed in counterparts and by the exchange of signatures by facsimile or PDF.

[Signature Page Follows]

Appriss Inc. BY:

Joshua P. Bruner
Signature

Joshua P. Bruner
Name

11/4/2019
Date

EVP Operations & GM Victim Services & Programs
Title

Named Entity BY:

Jacques L. Blanchette
Signature

JACQUES L. BLANCHETTE
Name

11/25/19
Date

County Judge
Title

EXHIBITS TO THIS CONTRACT:

EXHIBIT A - Executed OAG Certification Agreement

EXHIBIT B - Agreed Pricing Index not attached hereto but known to and in the possession of both Parties and incorporated herein by reference

EXHIBIT C - Vendor's List of Authorized Persons, not attached hereto but known to and in the possession of both Parties and incorporated herein by reference

Publish two times
____ Newspaper
____ Court Agenda
____ County Clerk

NOTICE TO BIDDERS

Sealed bids addressed to the County of Tyler for the following:

ID# 12232019 Maintenance Agreement for Air Conditioning Units at County Buildings

Will be received in the office of the County Auditor, 100 West Bluff, Room 110, Woodville, Texas until 10:00 A.M. on December 23, 2019 at which time and place all bids received will be publicly opened and awarded in Commissioner's Court, December 23, 2019 at 11:00 A.M.

FACSIMILES SHALL NOT BE ACCEPTED.

Bid Specifications and information can be obtained at the Tyler County Auditor's Office and on the website www.co.tyler.tx.us . Questions should be directed to the Tyler County Judge's Office 409-283-2141.

Payments will be processed by the County Auditor after notification of satisfactory receipt of services.

PLEASE MAKE REFERENCE ON THE FACE OF THE ENVELOPE WITH THE ID# WHICH YOU ARE BIDDING. REMIT SEVEN COPIES ALONG WITH ORIGINAL BID.

The County reserves the right to award by unit cost or lump sum discounted.

Tyler County reserves the right to reject any or all bids and to waive formalities and technicalities to negotiate sale.

To avoid misunderstandings and potential litigation, it is highly recommended that the bid specifications include notice that the commissioners court reserves the right to award a contract to a qualified local bidder within three percent of the lowest bid.

**JACKIE SKINNER
COUNTY AUDITOR
TYLER COUNTY, TEXAS**

Tyler County
Holiday Schedule
2020

January 1	Wednesday	New Year's Day
January 20	Monday	Martin Luther King
February 17	Monday	President's Day
April 10	Friday	Good Friday
May 25	Monday	Memorial Day
July 3	Friday	Independence Day
September 7	Monday	Labor Day
October 12	Monday	Columbus Day
November 11	Wednesday	Veteran's Day
November 26 & 27	Thurs/Fri	Thanksgiving
December 24, 25 & 28	Thurs/Fri/Mon	Christmas

TYLER COUNTY PAYROLL SCHEDULE 2020

PLEASE NOTE : Pay Day is the date we have to pay by. However , we will process the payroll after all time sheets have been turned in and will notify the Officials as soon as it is completed which may be on or before the actual pay date shown, but not before 2:00 p.m. the day before pay day due to availability of funds in the payroll account. The County Auditor does not transfer funds from interest bearing accounts into the payroll account until the scheduled pay date.

- **ERRORS OR CORRECTIONS WILL BE CORRECTED THE FOLLOWING PAY PERIOD.**
- **EXTRA PAY FROM OTHER ENTITIES WILL BE PAID BY THE PAY SCHEDULE LISTED BELOW.**

PLEASE NOTE: Salaries are subject to change by provision in the County's Policy guidelines or by order of the Commissioner's Court. Unscheduled salaries (Part-time or Full-time) are under the discretion of the Department Supervisor/Officials as long as they conform to the Federal Wage and Hours Laws and are provided for in the departmental budget.

	PAY PERIOD		TIMESHEETS DUE	PAY DAY		HOLIDAY	
by 10:00 a.m.							
1	12/17/2019	12/31/2019	12/30/2019	1/2/2020	Thursday	1/1/2020	New Years
2	1/1/2020	1/14/2020	1/14/2020	1/16/2020	Thursday		
3	1/15/2020	1/28/2020	1/28/2020	1/30/2020	Thursday	1/20/2020	MLK
4	1/29/2020	2/11/2020	2/13/2020	2/13/2020	Thursday		
5	2/12/2020	2/25/2020	2/25/2020	2/27/2019	Thursday	2/17/2020	President Day
6	2/26/2020	3/10/2020	3/10/2020	3/12/2019	Thursday		
7	3/11/2020	3/24/2020	3/24/2020	3/26/2020	Thursday		
8	3/25/2020	4/7/2020	4/7/2020	4/9/2020	Thursday		
9	4/8/2020	4/21/2020	4/21/2020	4/23/2020	Thursday	4/10/2020	Good Friday
10	4/22/2020	5/5/2020	5/5/2020	5/7/2020	Thursday		
11	5/6/2020	5/19/2020	5/19/2020	5/21/2020	Thursday		
12	5/20/2020	6/2/2020	6/2/2020	6/4/2020	Thursday	5/25/2020	Memorial Day
13	6/3/2020	6/16/2020	6/16/2020	6/18/2020	Thursday		
14	6/17/2020	6/30/2020	6/30/2020	7/2/2019	Thursday		
15	7/1/2020	7/14/2020	7/14/2020	7/16/2020	Thursday	7/3/2020	Independence Day
16	7/15/2020	7/28/2020	7/28/2020	7/30/2020	Thursday		
17	7/29/2020	8/11/2020	8/11/2020	8/13/2020	Thursday		
18	8/12/2020	8/25/2020	8/25/2020	8/27/2020	Thursday		
19	8/26/2020	9/8/2020	9/8/2020	9/10/2020	Thursday	9/7/2020	Labor Day
20	9/9/2020	9/22/2020	9/22/2020	9/24/2020	Thursday		
21	9/23/2020	10/6/2020	10/6/2020	10/8/2020	Thursday		
22	10/7/2020	10/20/2020	10/20/2020	10/22/2020	Thursday	10/12/2020	Columbus Day
23	10/21/2020	11/3/2020	11/3/2020	11/5/2020	Thursday		
24	11/4/2020	11/17/2020	11/17/2020	11/19/2020	Thursday	11/11/2020	Veterans Day
25	11/18/2020	12/1/2020	12/1/2020	12/3/2020	Thursday	11/26-27/2020	Thanksgiving
26	12/2/2020	12/15/2020	12/15/2020	12/17/2020	Thursday		
27	12/16/2020	12/29/2020	12/29/2020	12/31/2020	Thursday	12/24 & 25 & 28, 2020	Christmas
3rd pay period				Timesheets due on Monday			

Donece



TYLER COUNTY COMMISSIONERS COURT

County Courthouse, Room 101 / Woodville, Texas

Monday, November 25, 2019, 11:00 AM

MARTIN NASH
Commissioner, Pct. 1

STEVAN STURROCK
Commissioner, Pct. 2

MIKE MARSHALL
Commissioner, Pct. 3

BUCK HUDSON
Commissioner, Pct. 4

DONECE GREGORY
County Clerk

JACQUES L. BLANCHETTE
County Judge

J. ERIC MAGEE
Legal Counsel

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

CALL TO ORDER

- Establish Quorum
- Acknowledge Guests
- Invocation* – M. Marshall
- Pledge of Allegiance* – M. Marshall

* It is the practice of this governing body to exercise an invocation and pledge of allegiance. Anyone present offended by this practice is invited to step out of the courtroom and rejoin us upon completion.

I. PUBLIC COMMENTS

Members of the public are encouraged to speak to either their Commissioner or the County Judge regarding matters of their concern. The public is invited to attend all meetings of the Commissioners Court except Executive Sessions. Public participation is limited to that of an observer unless:

- 1) a member (or members) of the public is requested to address the Court on a particular issue(s); or
- 2) a member (or members) of the public completes a **Public Comment Participation Form** and submits it to the County Clerk **prior** to the CALL TO ORDER of the Court. **Public Comment Participation Forms** will be available prior to the start of Court from the County Clerk, County Judge's office, or on the county website. Each member of the public who appears before the Commissioners Court shall be limited to a maximum of five (5) minutes to make his/her remarks. Discussion on any specific topic will be restricted to 30 minutes total for all speakers on that topic to comment. Time for each speaker shall be maintained by the County Clerk or such other designated representative of the Commissioners Court.

II. CONSIDER/APPROVE/INFORMATIONAL

S/m ✓

A. Minutes from previous meeting – J. Blanchette/Donece Gregory, County Clerk

Oct 28, Nov 12, Nov 18

Nme ✓

B. Budget amendments/line item transfers – J. Blanchette/Jackie Skinner, County Auditor

M/A ✓

C. Accounts Payable/Paying County Bills – J. Blanchette/J. Skinner

Ken Jobe

J/A

D. Acceptance of CDBG Disaster Recovery Program Local Buyout/Acquisition Projects Grant (GLO Contract No. 20-066-016-C112) - J. Blanchette/ Ken Jobe, Emergency Management Coordinator

people live but shouldn't because of flood

Motion Carries

M.M./S.S.

E. Starting Procurement of Services for an Administrator for the Harvey Buyouts/Acquisition Grant - J. Blanchette/K. Jobe

Motion Carries

S.S./M.M.

F. Purchase and Installation of an Emergency Generator at the Town Bluff Radio Tower - J. Blanchette/K. Jobe

Generator + fuel supply Installation fee: ~~750~~
Shawn propane carries

DS

G. Restricting Certain Fireworks During the Christmas Period (12/20/19-Midnight 01/01/20) If Drought Conditions are Present - J. Blanchette/K. Jobe

~~Not to~~ No Action

M.M./B.H.

H. Renewal of Statewide Automated Victim Notification Service (SAVNS) for FY 2020 (Term: 09/01/19-08/31/2020) - J. Blanchette

to renew motion carries

M.M./S.S.

I. Renewal of Victim Information and Notification Everyday (VINE) Service Agreement with Appriss (Term: 09/01/19-08/31/20) - J. Blanchette

Motion Carries to Renew

M.M./S.S.

J. Seek Bids for Maintenance Agreement for Air Conditioning Units at Tyler County EOC/Nutrition Center, Commissioners Building, Tyler County Annex Building, County Clerk Office, Courthouse, and Sheriff's Office - M. Nash

Motion Carries to Seek Bids.

B.H./M.M.

K. Seek Bids for Tax Office Repair and Renovation - B. Hudson

To Go Out for Bids Pending Approval: for clarification
motion carries

M.M./S.S.

L. 2020 Holiday Schedule - J. Blanchette/J. Skinner

Approval Holiday Schedule - motion carries

MM
BH

M. 2020 Payroll Schedule - J. Blanchette/J. Skinner

Motion to Approve - Carries

III. JUDGE'S REPORT - Courthouse Remediation Update *Kay gave report*

IV. 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

MM/S.S. 11:25

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 _____ 2019 Time _____

Donece Gregory, County Clerk/Ex Officio Member of Commissioners Court

By: _____ (Deputy)