

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

DATE OF MEETING: September 25, 2023 – 9:00 A.M.  
BUILDING: Colorado County Courthouse, County Courtroom  
STREET LOCATION: 400 Spring Street  
CITY OF LOCATION: Columbus, Texas 78934

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

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

**On this the 25<sup>th</sup> day September 2023, the Commissioners Court of Colorado County, Texas met in Regular Session at 9:00 A.M., in their regular meeting place at the Colorado County Courthouse, County Courtroom, 400 Spring Street, in the City of Columbus, Texas.**

**The Following Members were present to wit:**

<b>Honorable Ty Prause</b>	<b>County Judge</b>
<b>Honorable Doug Wessels</b>	<b>Commissioner Precinct #1</b>
<b>Honorable Ryan Brandt</b>	<b>Commissioner Precinct #2</b>
<b>Honorable Keith Neuendorff</b>	<b>Commissioner Precinct #3</b>
<b>Honorable Darrell Gertson</b>	<b>Commissioner Precinct #4</b>
<b>Honorable Kimberly Menke</b>	<b>County Clerk</b>
<b>By: Michelle Kollmann</b>	<b>Deputy Clerk</b>

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

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

**September 25, 2023**

DELIBERATE AND CONSIDER ACTION ON THE FOLLOWING ITEMS:

\_\_1. Agenda as posted.

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

**(See Attachment)**

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

**September 25, 2023**

FILED FOR RECORD  
COLORADO COUNTY, TX

COLORADO COUNTY COMMISSIONERS COURT  
NOTICE OF OPEN MEETING

2023 SEP 21 PM 2:57

KIMBERLY MENKE MK  
COUNTY CLERK

DATE OF MEETING: September 25, 2023 – 9:00 A.M.  
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**DELIBERATE AND CONSIDER ACTION ON THE FOLLOWING ITEMS:**

1. Agenda as posted.
2. Public comments.
3. Proclamation recognizing October 1 - 7, 2023 as National 4-H Week in Texas and commending the 4-H Youth Development Program of the Texas A&M AgriLife Extension Service.
4. Request by Judge Warfield, Justice of the Peace Precinct 4, for an increase to the JP 4 budget for court clerk positions salaries. (Warfield)
5. Request to rescind 207(k) exemption for law enforcement employees: Section 7(k) of the FLSA, 29 U.S.C. § 207(k). (Lindemann)
6. Budget amendment request of \$10,000.00 for Cadet Training which could be moved from Document Imaging to Cadet Training within the Colorado County Sheriff's Office current budget. (Lindemann)
7. Purchase authority on quote from ZOLL Medical Corporation for X Series Advanced Monitor/Defibrillators and related items for Colorado County EMS. (Furrh)
8. Draw Request No. 1 and Change Orders 2023-01, 2023-02 and 2023-03 from Mike Darr Construction for Justice of the Peace No. 3 building renovations and repairs. (Neuendorff)
9. Road Use Agreement between Colorado County and Irby Construction Company for County Road 111, Precinct No. 1. (Wessels)
10. Authority to advertise for bids to construct bridge on Zimmerscheidt Road at Paasch Creek, Precinct No. 3. (Neuendorff)

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

**September 25, 2023**

- \_11. Architectural Services/Fee requirements (in order to be eligible for AARPA funds) and clarifications from DRG Architects for Colorado County Jail Repairs and Renovations. (Prause)
- \_12. Designation of Representatives for Houston-Galveston Area Council 2024 General Assembly and Board of Directors. (Prause)
- \_13. Colorado County Resolution supporting Indigent Defense Grant Program for FY2024. (Lowrance)
- \_14. Statewide Automated Victim Notification Service (SAVNS) Maintenance Grant Contract between the Office of the Attorney General and Colorado County for State Fiscal Year 2024 for the VINE (Victim Information and Notification Everyday) Program and Contract Renewal for Participating Entity Services Agreement with Appriss Insights, LLC. (Lowrance)
- \_15. Request to have monthly County Auditor's Report and the County Treasurer's Report to be presented to Commissioner's Court during the second meeting of each month. (Lowrance)
- \_16. Request to advertise for the new position in the County Auditor's office, potentially to start prior to January 1, 2024. (Lowrance)
- \_17. Consent Items:
  - a. Order Appointing Assistant County Auditors, and Fixing Salary of the County Auditor, and Assistant County Auditors.
  - b. Order Appointing Official Court Reporter and Fixing Salary for the 25<sup>th</sup> and 2<sup>nd</sup> 25<sup>th</sup> Judicial District.
  - c. Superheavy or Oversize Permit Bond No. K41780745 posted by Irby Construction Company (September 7, 2023 – August 31, 2024).
- \_18. Examine and approve all accounts payable, budget amendments and new ledger accounts (if any).
- \_19. Announcements (without discussion and no action) by elected officials/department heads. (Types of Announcements: Events, Road Conditions, Weather Occurrences, Important Dates, Vacancies in Offices or Positions, Accomplishments of Individuals, and Notices)
- \_20. Commissioners Court Members sign all documents and papers acted upon or approved.
- \_21. Adjourn.

**CERTIFICATION**

NAME: Ty Prause  
TITLE: Colorado County Judge  
SIGNATURE OF CERTIFYING OFFICIAL:  
DATE: September 21, 2023  
TELEPHONE NUMBER: (979) 732-2604  
FAX NUMBER: (979) 732-9389



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

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

**September 25, 2023**

**\_\_2. Public comments.**

**Shirley Kearbey addressed the court concerning placing a nativity scene on the courthouse lawn during the Christmas season. She had a petition with 150 voting taxpayer signatures in support of this idea. Ms. Kearbey intends to pay for the nativity scene if approved at the next meeting.**

**Chris Christensen expressed his desire that the county not invest any money with JP Morgan Bank due to their stance on the green agenda. He asked that the county look elsewhere for investing opportunities.**

**Judge Billy Hefner and Judge Boe Reeves signed in to possibly speak on agenda item four.**

**(See Attachments)**

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

September 25, 2023

COLORADO COUNTY COMMISSIONERS COURT

Public Participation Form

Instructions: Fill out all appropriate blanks. Please print or write legibly.

NAME: Shirley Kearbey

ADDRESS (optional): 1715 FM 949

Alleyton, TX 78935

TELEPHONE (optional): \_\_\_\_\_

Do you represent any particular group or organization? \_\_\_\_\_

If you do represent a group or organization, please state the name, address and telephone number of such group or organization. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Which agenda item (or items) do you wish to address? NON-AGENDA ITEM

\_\_\_\_\_

In general, are you for or against such agenda item (or items)? \_\_\_\_\_

\_\_\_\_\_

Signature: Shirley Kearbey

NOTE: This Public Participation Form must be completed and presented to the County Clerk prior to the time a meeting begins.

Public comment will be limited to five (5) minutes per person and thirty (30) minutes per agenda item.

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



COLORADO COUNTY COMMISSIONERS COURT

Public Participation Form

Instructions: Fill out all appropriate blanks. Please print or write legibly.

NAME: CHRIS CHRISTENSEN

ADDRESS (optional): \_\_\_\_\_

TELEPHONE (optional): \_\_\_\_\_

Do you represent any particular group or organization? \_\_\_\_\_

If you do represent a group or organization, please state the name, address and telephone number of such group or organization. \_\_\_\_\_

Which agenda item (or items) do you wish to address? 2

In general, are you for or against such agenda item (or items)? \_\_\_\_\_

Signature: Chris Christensen

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MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

September 25, 2023

COLORADO COUNTY COMMISSIONERS COURT

Public Participation Form

Instructions: Fill out all appropriate blanks. Please print or write legibly.

NAME: Billy Ho

ADDRESS (optional): #4

TELEPHONE (optional): \_\_\_\_\_

Do you represent any particular group or organization? \_\_\_\_\_

If you do represent a group or organization, please state the name, address and telephone number of such group or organization. \_\_\_\_\_

Which agenda item (or items) do you wish to address? #4

In general, are you for or against such agenda item (or items)? \_\_\_\_\_

Signature: \_\_\_\_\_

**NOTE:** This Public Participation Form must be completed and presented to the County Clerk prior to the time a meeting begins.

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MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

September 25, 2023

COLORADO COUNTY COMMISSIONERS COURT

Public Participation Form

Instructions: Fill out all appropriate blanks. Please print or write legibly.

NAME: Boe Reeves

ADDRESS (optional): JP 2

TELEPHONE (optional): \_\_\_\_\_

Do you represent any particular group or organization? \_\_\_\_\_

If you do represent a group or organization, please state the name, address and telephone number of such group or organization. \_\_\_\_\_

Which agenda item (or items) do you wish to address? #4

In general, are you for or against such agenda item (or items)? \_\_\_\_\_

Signature: 

**NOTE:** This Public Participation Form must be completed and presented to the County Clerk prior to the time a meeting begins.

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

**September 25, 2023**

- \_\_3. Proclamation recognizing October 1 - 7, 2023 as National 4-H Week in Texas and commending the 4-H Youth Development Program of the Texas A&M AgriLife Extension Service.

**Ja'Shae Carter, representing 4-H, stated there are seven clubs in the county with 220 families participating. Brooke Wanjura, a senior at Columbus High School and ten-year member of 4-H, addressed the court. She explained the benefits of 4-H membership and expressed her appreciation for the court's support.**

**Motion by Judge Prause to approve a proclamation recognizing October 1 – 7, 2023 as National 4-H Week in Texas and commending the 4-H Youth Development Program of the Texas A&M AgriLife Extension Service; seconded by Commissioner Brandt; 5 ayes 0 nays; motion carried; it was so ordered.**

**(See Attachment)**

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

September 25, 2023

# National 4-H Week Proclamation

*Celebrating Opportunity 4 All*

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

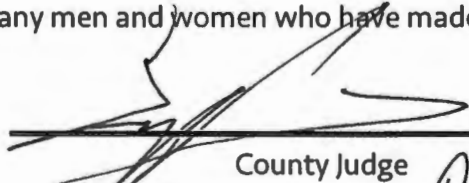
WHEREAS, This admirable program, which seeks to provide a learning experience for the whole child, including head, heart, hands, and health, helps young Texans to acquire knowledge, develop life skills, and form attitudes to enable them to become self-directed, productive, and contributing members of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

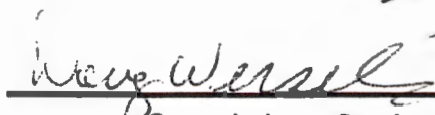
WHEREAS, Its more than 550,000 urban, suburban, and rural youth participants, ranging in age from eight to nineteen, hail from diverse ethnic and socioeconomic backgrounds and truly represent a cross-section of the state; and

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

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

RESOLVED, The the Colorado County Commissioners Court, hereby designated October 1-7, 2023 as National 4-H Week in Texas and commend the 4-H Youth Development Program of the Texas A&M AgriLife Extension Service and the many men and women who have made the program a success.

  
\_\_\_\_\_  
County Judge

  
\_\_\_\_\_  
Commissioner Precinct 1

  
\_\_\_\_\_  
Commissioner Precinct 2

  
\_\_\_\_\_  
Commissioner Precinct 3

  
\_\_\_\_\_  
Commissioner Precinct 4

September 25, 2023

\_\_\_\_\_  
Date

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

**September 25, 2023**

- \_\_4. Request by Judge Warfield, Justice of the Peace Precinct 4, for an increase to the JP 4 budget for court clerk positions salaries. (Warfield)

**Judge Warfield requested a minimum of \$9,000 to his budget to be able to hire a replacement clerk. He is concerned that the pay is not competitive enough to draw employees.**

**Commissioner Brandt discussed the problem of increasing one Justice's budget and not all.**

**Motion by Judge Prause to authorize Judge Warfield to advertise in the local newspapers for the current available position for two weeks; seconded by Commissioner Brandt; 5 ayes 0 nays; motion carried; it was so ordered.**

**(See Attachment)**

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

**September 25, 2023**



**Stan Warfield**  
Justice of the Peace – Pct. #4 – Colorado County, Texas  
121 N. McCarty Ave. – PO Box 396 – Eagle Lake, Texas 77434  
Laura Maldonado, Chief Clerk  
Alyssa Lindemann, Clerk

Telephone: (979) 234-2042      Fax: (979) 234-2851      E-mail: [jp4@co.colorado.tx.us](mailto:jp4@co.colorado.tx.us)

September 20, 2023

**Judge Prause and Commissioners:**

**I come to the Commissioner's Court to petition the Court for an increase in the JP 4's budget for the purpose of hiring a replacement clerk to begin October 1, 2023**

**BACKGROUND:**

**I am losing my Chief Clerk who has been with Colorado County in that position for the past 12 years. She has taken a similar position with the City of Eagle Lake Municipal Court as clerk. Her reason for leaving was an increase in compensation \$46,800.**

**Her present compensation with Colorado County is \$35,604.**

**JP 4 Court has another clerk who is technically "part time". This clerk is 60% JP Clerk at a salary of \$20,094 and 40% IHC (Indigency Health Care Coordinator) at a salary of \$13,092 for a total compensation of \$33,186. This clerk has been with Colorado County for 10 years. Most of these years was with EMS.**

**MY SITUATION:**

**This Clerk's position has been advertised on the Colorado County Website as well as word of mouth. I have received 6 applications. In the Job Description the phrase "Bilingual" preferred is stated. Bilingual is more mandated than preferred because 40 to 50 % of our business is with Hispanic speaking clients.**

**Of the six applications, two of the applicants are proficient in Spanish. My problem is that both applicants presently earn \$40,000 plus and currently I have \$35,604 to offer. And, if I offered this position to this**

**MINUTES OF THE COLORADO COUNTY  
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**September 25, 2023**



**Stan Warfield**  
**Justice of the Peace – Pct. #4 – Colorado County, Texas**  
**121 N. McCarty Ave. – PO Box 396 – Eagle Lake, Texas 77434**  
**Laura Maldonado, Chief Clerk**  
**Alyssa Lindemann, Clerk**

Telephone: (979) 234-2042      Fax: (979) 234-2851      E-mail: [jp4@co.colorado.tx.us](mailto:jp4@co.colorado.tx.us)

**applicant and she accepted I would bring her in at \$35,604 with 4 years' experience with the County. That would mean that my "part-time" clerk who has been with the County for 10 years would be at \$33,186.**

**PETITION:**

**I come before the Commissioner's court to petition the court for \$9,000 to be added to my JP 4 Compensation Budget.**

**\$2,000 for IHC Coordinator**  
**\$7,000 for Clerk's Compensation**

**With this \$9,000 I would increase the Clerk/IHC Coordinator to \$39,000 and increase the new clerk to \$38,000.**

**Thank you for your time and consideration!**

**Stan Warfield**  
**Colorado County**  
**JP#4**

**MINUTES OF THE COLORADO COUNTY  
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- \_\_5. Request to rescind 207(k) exemption for law enforcement employees: Section 7(k) of the FLSA, 29 U.S.C. § 207(k). (Lindemann)**

**Justin Lindemann explained to the court that this subject was addressed during the August 14, 2023 meeting and he would like to formally have it rescinded today. County Auditor Michelle Lowrance stated that this was a strong recommendation from TAC (Texas Association of Counties).**

**Motion by Commissioner Wessels to approve a request to rescind 207(k) exemption for law enforcement employees: Section 7(k) of the FLSA, 29 U.S.C. § 207(k); seconded by Judge Prause; 5 ayes 0 nays; motion carried; it was so ordered.**

**(See Attachment)**

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

September 25, 2023

What can we do to improve  
recruitment and retention?

Update Job Descriptions

Improve the Application Process

Provide Financial Incentives

Avoid Using 207(k) & Comp. Time



2023 Regional Workshops

HUMAN RESOURCES + LAW ENFORCEMENT + RISK CONTROL





## Consider Ending FLSA 207K Exemptions and Stop Awarding Comp. Time

When adopted by a Commissioners' Court, the 207(k) exemption allows counties to determine overtime for law enforcement and firefighters using extended work periods – up to 28 days. Under 207(k), deputies and detention officers must work more hours each work period than other county employees before earning overtime (171 hours in 28 days vs. 40 hours per week).

Many counties compensate their employees for overtime gained using compensatory (comp.) time rather than initially paying the overtime. Because of the nationwide law enforcement personnel shortage, deputies and detention officers are being assigned extra shifts and working longer hours to cover vacancies, yet those officers can seldom use their accrued comp. time.

Officers grow fatigued, experience burnout, and often become reluctant to work extra shifts or more hours, especially when not earning time-and-a-half or when only accumulating comp. time. Most officers do not mind working extra when they see overtime gains on their next paycheck. Otherwise, the way officers often collect payment for their accrued compensation time is by separating their employment from the agency.

MINUTES OF THE COLORADO COUNTY  
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September 25, 2023

**WHAT CAN WE DO TO  
IMPROVE RETENTION?**

- Stop Using 207(k)  
& Comp-time
- Bolster Morale /  
Value Employees
- Assign Meaningful  
Job Duties
- Provide Financial  
Incentives
- Offer Professional  
Growth  
Opportunities
- Invest Increases in  
Responsibility

**2023 Regional Workshops**

HUMAN RESOURCES + LAW ENFORCEMENT + RISK CONTROL

TEXAS ASSOCIATION OF COUNTY  
RISK MANAGER/STAFF

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

September 25, 2023

# 2023 Regional Workshops

HUMAN RESOURCES + LAW ENFORCEMENT + RISK CONTROL



TEXAS ASSOCIATION OF COUNTIES  
RISK MANAGEMENT POOL

September 25, 2023



# Creative Options for Recruitment and Retention for Law Enforcement Personnel

*Presented by: Darren Jackson, Sr. LE Consultant  
Lorie Floyd, HR Consultant II*

2023 Regional Workshops

HUMAN RESOURCES + LAW ENFORCEMENT + RISK CONTROL



TEXAS ASSOCIATION OF COUNTIES  
RISK MANAGEMENT POOL

September 25, 2023

## Difficulty in Recruiting and Hiring

A 2019 survey of law enforcement executives conducted by the International Association of Chiefs of Police (IACP) found that **78%** of responding agencies had **difficulty recruiting qualified candidates**, and **75%** felt that recruiting challenges were worse than they had been five years earlier.

The same survey found that generational differences in preferences for work-life balance, challenges in the hiring process, and the public's image of law enforcement were all perceived as affecting the profession's challenges in recruiting.

A report by the Police Executive Research Foundation (PERF) found that **63%** of agencies reported a **decrease in the number of applicants** for open police officer positions relative to five years earlier.

2023 Regional Workshops

HUMAN RESOURCES + LAW ENFORCEMENT + RISK CONTROL



TEXAS ASSOCIATION of COUNTIES  
RISK MANAGEMENT POOL

MINUTES OF THE COLORADO COUNTY  
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**What can we do to  
improve recruitment?**

**2023 Regional Workshops**

HUMAN RESOURCES + LAW ENFORCEMENT + RISK CONTROL

Texas Association of Municipalities  
Risk Management Dept.

September 25, 2023

## Recruit Locally if Possible

Local citizens have ties (family/friends/legacy) to the community and are more likely to stay long-term.

Attend High School career days; visit with students about LE careers and job opportunities.

Consider creating a Cadet Program, LE Explorer Post, or Citizen's LE Academy where potential applicants can take tours or participate in ride-along programs.

Provide preliminary certification training opportunities for telecommunicators and detention officers reaching 18 years of age, or older.

Consider providing financial support package for cadets to attend a basic academy to obtain a detention officer or peace officer license.

Provide certificate pay once TCOLE license is obtained, including at the basic level.

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TEXAS ASSOCIATION of COUNTIES  
RISK MANAGEMENT POOL

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

What can we do to  
improve recruitment?

# Update Job Descriptions



2023 Regional Workshops

HUMAN RESOURCES + LAW ENFORCEMENT + RISK CONTROL



TEXAS ASSOCIATION OF COUNTIES  
KING HENRI (1911) ET POUL



## Recruiting Through Job Descriptions

When recruiting, a clear, detailed and enticing job description is essential for attracting the best talent. Top would-be employees will want to apply for roles which utilize their best skills or cover an area of interest.

### **Task Significance:**

Explain the significance of the job and what impact it will have on others within and outside the organization. Communicate that by accepting the position they will assist in keeping the public and their community safe.

### **Skill Variety:**

Employees will want the ability to enlist various skills throughout their employment to demonstrate their talent and avoid getting bored. From an employee's perspective, a job description serves as a list of expectations for them to meet, or exceed if they seek to progress within the agency or profession.

September 25, 2023

# What can we do to improve recruitment?



Update Job Descriptions



Improve the Application Process



## Online Access to Job Description and Application Process

Allow electronic submission of initial interest or inquiries that can be sent and received by a mobile device such as a cell phone or laptop.

Use a shortened or abbreviated version of the application to initially obtain basic information without losing their interest (Not the TCOLE Personal History Statement).

Provide a list of job eligibility requirements and documents that will be needed later.

Allow interested parties to upload and submit a current cover letter or resume electronically.

Have someone "Recruiter" contact each applicant to thank them for their interest and answer questions about the process.

Keep an open line of communication and encourage qualifying individuals to continue in the application process.

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

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What can we do to improve recruitment?



Update Job Descriptions



Improve the Application Process



Provide Financial Incentives



2023 Regional Workshops

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TEXAS ASSOCIATION of COUNTIES  
RISK MANAGEMENT POOL

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

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What can we do to  
improve recruitment  
and retention?

Improve Salaries  
Possible Assistance  
Using Senate Bill 22



2023 Regional Workshops

HUMAN RESOURCES + LAW ENFORCEMENT + RISK CONTROL



TEXAS ASSOCIATION OF COUNTIES  
RISK MANAGEMENT POOL

## Texas Senate Bill 22

### Rural Sheriff's Office Salary Assistance Grant Program

Applies to counties with a population of 300,000 or less:

- Funds Available:
- (a) \$250,000 for county with population < 10,000
  - (b) \$350,000 for county with population 10,000 >< 50,000
  - (c) \$500,000 for county with population 50,000 >< 300,000

Counties may submit grant applications starting January 1, 2024. A County must apply within 20-days after the fiscal year begins and may only submit one application per year. Except, counties with 2024 fiscal years that begin prior to January, 2024 may apply in January 2024 and then re-apply in the fall of 2024 for the FY' 2025 fiscal year.

**Sheriff's Office**-minimum salaries if grant is awarded:

- (a) \$75,000 for the county sheriff.
- (b) \$ 45,000 for each deputy who makes motor vehicle stops during their duties.
- (c) \$40,000 for each jailer whose duties include the safekeeping of prisoners.

September 25, 2023

## Texas Senate Bill 22

### Rural Constables' and Prosecutors' Offices Salary Assistance Grant Program

Applies to Counties with a population of 300,000 or less:

**Constables:** the grant funding must be used to provide a minimum salary of \$45,000 to an elected constable who makes motor vehicle stops in the routine performance of the constable's duties.

**Rural Prosecutor's Offices:** grant awards between \$100,000 and \$275,000 are eligible to counties with a population of less than 300,000 people. The grant funding must be used to increase the salary of assistant attorneys, investigators, and victim assistance coordinators, or to hire additional staff.

*This bill amends Chapter 130 of the Local Government Code*

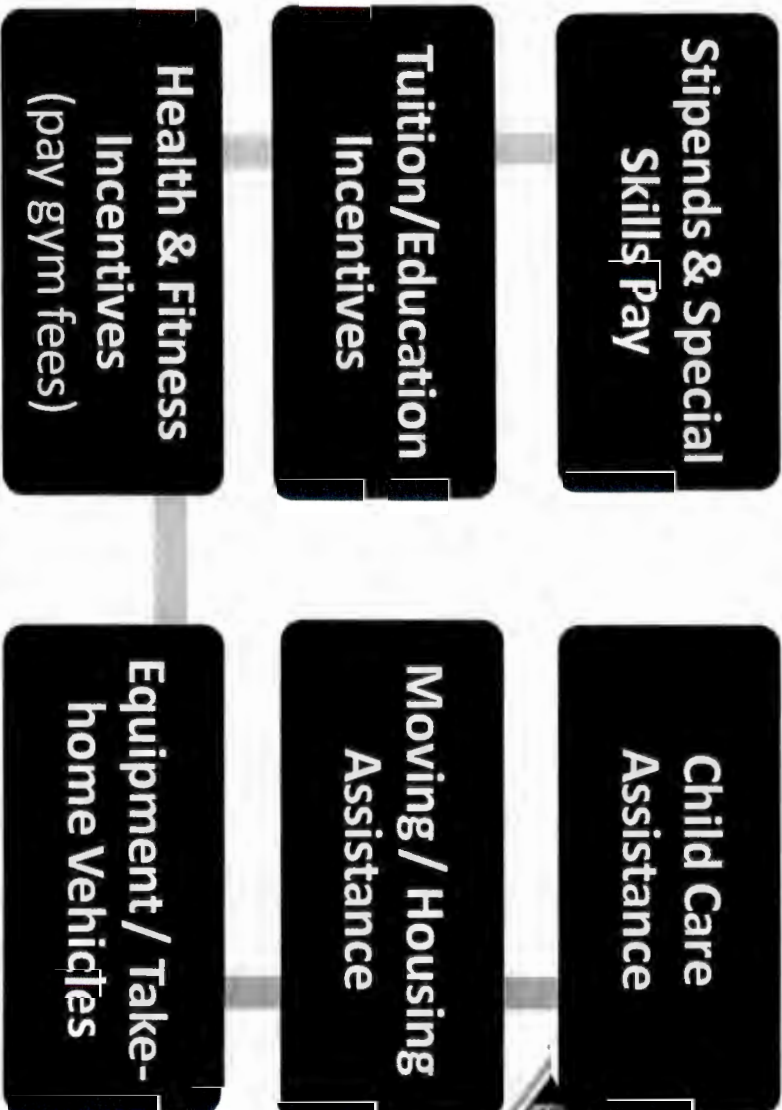
2023 Regional Workshops

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RISK MANAGEMENT POOL

# Non-traditional Financial Benefits



## 2023 Regional Workshops

HUMAN RESOURCES + LAW ENFORCEMENT + RISK CONTROL



TEXAS ASSOCIATION OF COUNTIES  
JOHN M. SWEENEY CENTER



September 25, 2023

## Motivate Employees with Opportunities for Growth at Work

Human desire for growth is perhaps manifested most in the realm of our careers. Considering that we spend about one-third of our adult lives at work, it's safe to say our jobs have a huge impact on our happiness. If we are not happy with our jobs, many of us will simply abandon them for something better.

### **Examples of activities that contribute to professional growth and development:**

- Continuing education
- Meaningful job assignments
- Increased duties and responsibilities
- Participation in professional organizations and peer networking opportunities
- Skill-based training / Research assignments
- Focused approaches to professional development and improved job performance

2023 Regional Workshops

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TEXAS ASSOCIATION of COUNTIES  
RISK MANAGEMENT POOL

# Improving Retention by Bolstering Morale

Managers who prioritize bolstering employee morale and well-being can increase workplace productivity, improve retention, attract top talent, and give their organization a competitive edge.

- Address problems promptly and effectively.
- Create a psychologically safe work environment.
- Monitor morale levels in the workplace on a regular basis.
- Nurture relationships with your staff.
- Provide meaningful work based on employees needs and goals.
- Understand what employees classify as "meaningful."

September 25, 2023

## Difficulty in Retention of Officers

Equally troubling has been the difficulty in keeping officers within the workforce after recruiting, training, and deploying them into the field of service.

- PERF found that the two most common reasons given for an officer's decision to separate from an agency were to seek a job at another department, followed closely by the desire to pursue other work entirely outside of the law enforcement profession.
- *Seventy-nine percent (79%) of employees who quit their jobs claim that a **lack of appreciation** was a major reason for them leaving.*

# Job Satisfaction / Career Development

A Gallup Poll says that 87% of millennials rated “**professional or career growth**” as an important factor in job search. This group will make up 75% of the workforce by 2030.

Provide employees with opportunities to show that you value them and have a vested interest in their careers.

- Allow them to attend conferences and workshops;
- Provide them with regular LE/HR Training on culture-based topics such as:
  - Leadership
  - Ethics and Decision Making
  - Employment Law and Harassment
  - Discipline and Documentation

2023 Regional Workshops

HUMAN RESOURCES + LAW ENFORCEMENT + RISK CONTROL



TEXAS ASSOCIATION of COUNTIES  
RISK MANAGEMENT POOL

September 25, 2023

## Leadership Training for Officers

Most newly appointed supervisors have little to no experience supervising employees when they are first thrust into these positions. Provide them with the knowledge, skills, and resources needed to be successful.

- TCOLE (HB 3211, 85-R) mandates specific training for all new supervisors. This statute requires individuals assigned to their first supervisory role to receive the training within 12 months of their first appointment as a supervisor and allows potential supervisors to take the course up to one year prior to being promoted.

**“People quit supervisors, not agencies.”**

2023 Regional Workshops

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RISK MANAGEMENT POOL

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

September 25, 2023

# RECAP ON WAYS TO IMPROVE RECRUITMENT AND RETENTION:

Improve the Application Process (online)

Increase Salaries/Financial Incentives

Stop Using 207(k) and Comp. Time

Bolster Morale/Challenge Employees

Provide Growth Opportunities



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September 25, 2023

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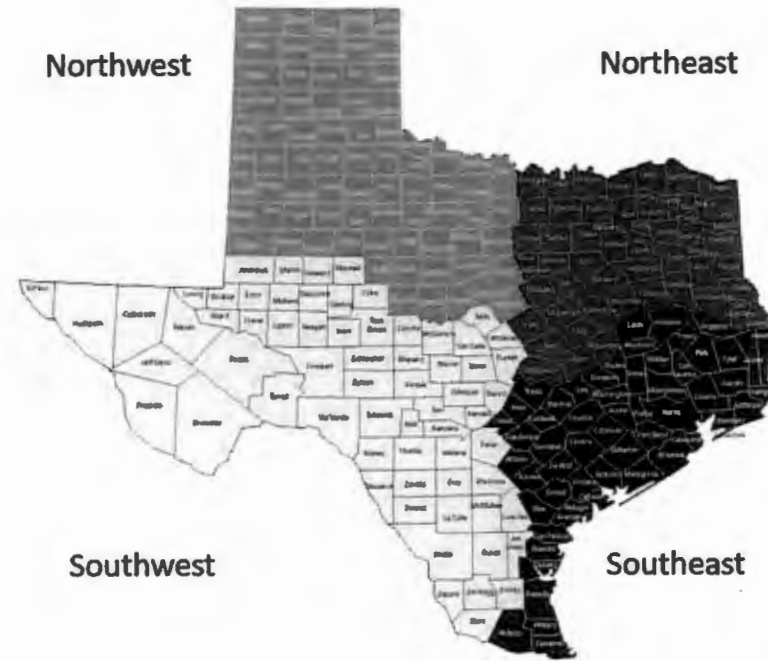
HUMAN RESOURCES + LAW ENFORCEMENT + RISK CONTROL



TEXAS ASSOCIATION OF COUNTIES  
RISK MANAGEMENT POOL

September 25, 2023

# Law Enforcement Consultants



**Northwest Region**  
Carmen Napp  
(512) 964-6572  
[carmenn@county.org](mailto:carmenn@county.org)



**Northeast Region**  
Kenny Lemons, Jr.  
(940) 636-8378  
[kennyl@county.org](mailto:kennyl@county.org)



**Southwest Region**  
David Whitis  
(512) 517-2547  
[davidw@county.org](mailto:davidw@county.org)



**Southeast Region**  
Darren Jackson  
(512) 872-0519  
[darrenj@county.org](mailto:darrenj@county.org)

## 2023 Regional Workshops

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TEXAS ASSOCIATION of COUNTIES  
RISK MANAGEMENT POOL



September 25, 2023

# Statewide Law Enforcement Resources



**Don Courtney**  
Driving Simulator & EVOC  
Training Consultant II  
(512) 914-9870  
[donc@county.org](mailto:donc@county.org)

**TCOLE Course Reporting  
Course Curriculum Design  
Lesson Plan Development**



**Jessica Medrano**  
LE Education Specialist  
(830) 245-7796  
[Jessicam@county.org](mailto:Jessicam@county.org)

Ask About Our LE Programs:

- No-cost Model Policies
- Onsite & Online Training
- LE/Jail Risk Assessments



**Thomas Kerss, Supervisor**  
LE & Training Consultants,  
and Simulator Programs  
(512) 589-3922  
[thomask@county.org](mailto:thomask@county.org)

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**MINUTES OF THE COLORADO COUNTY  
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- \_\_\_6. Budget amendment request of \$10,000.00 for Cadet Training which could be moved from Document Imaging to Cadet Training within the Colorado County Sheriff's Office current budget. (Lindemann)

**Justin Lindemann explained that Wharton County Junior College may cut the cost of tuition when a cadet is sponsored by the Sheriff's Office.**

**Motion by Judge Prause to approve a budget amendment request of \$10,000.00 for Cadet Training which could be moved from Document Imaging to Cadet Training with the Colorado County Sheriff's Office current budget; seconded by Commissioner Neuendorff; 5 ayes 0 nays; motion carried; it was so ordered.**

- \_\_\_7. Purchase authority on quote from ZOLL Medical Corporation for X Series Advanced Monitor/Defibrillators and related items for Colorado County EMS. (Furrh)

**Michael Furrh explained that there are nine cardiac monitors in the county. These are the most important piece of equipment on an ambulance. Currently over half of the units are expiring and no longer supported. ZOLL Medical Corporation is offering a lease to own option with no interest. The purchase would be for ten units; one for each ambulance (8) and two for support vehicles.**

**Motion by Judge Prause to approve the authority to purchase and enter into the security agreement with ZOLL Medical Corporation for X Series Advanced Monitor/Defibrillators and related items for Colorado County EMS; seconded by Commissioner Wessels; 5 ayes 0 nays; motion carried; it was so ordered.**

**(See Attachment)**

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

269 Mill Road  
Chelmsford, Massachusetts 01824-4105  
978-421-9655 (main)  
978-421-0025 (fax)  
www.zoll.com

September 12, 2023

Michael Furrh  
Colorado County EMS  
305 Radio Lane  
Columbus, TX 78934

Dear Michael:

We appreciate your selection of ZOLL® products. This letter serves as confirmation that ZOLL® Medical Corporation at 269 Mill Road in Chelmsford, Massachusetts, is the sole manufacturer and source of X Series® and X Series Advanced Defibrillators for the EMS Market. ZOLL® or Steve Bagwell, Senior Account Executive, will not sell an X Series® and X Series Advanced Defibrillator to Colorado County EMS, through any vendor or dealer and no vendor or dealer is authorized to provide warranty or service.

Should you have any questions or require additional information please contact me at [contracts@zoll.com](mailto:contracts@zoll.com).

Sincerely,

*Jody Podgurski*

Jody Podgurski  
Local Contracts Team Lead

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



**ZOLL Medical Corporation**

269 Mill Road  
Chelmsford, MA 01824-4105  
Federal ID# 04-2711626

Phone: (800) 348-9011  
Fax: (978) 421-0015  
Email: [esales@zoll.com](mailto:esales@zoll.com)

Quote No: Q-58159 Version: 2

Colorado County EMS  
305 Radio Lane  
Room 101  
Columbus, TX 78934

ZOLL Customer No: 256618  
Michael Furrh  
(979) 732-2188  
[michael.furrh@co.colorado.tx.us](mailto:michael.furrh@co.colorado.tx.us)

Quote No: Q-58159  
Version: 2

Issued Date: September 5, 2023  
Expiration Date: September 30, 2023

Terms: \$2k/month for 12 months  
beginning net 30, remaining balance to  
be paid in 48 monthly payments  
beginning month 13.

FOB: Shipping Point  
Freight: Prepay & Add

Prepared by: Steve Bagwell  
EMS Territory Manager  
[sbagwell@zoll.com](mailto:sbagwell@zoll.com)  
+1 8329287574

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
1		601-2231111-01	<p><b>X Series Advanced Monitor/Defibrillator - 12Lead ECG, Pacing, SpO2, SpCO, EtCO2, BVM, NIBP, CPR Expansion Pack</b></p> <p>Includes: TBI Dashboard, 4 trace tri-mode display monitor/ defibrillator/ printer, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5in ( 16.5cm) diagonal screen. Accessories Included: MFC cable and CPR connector, A/C power cord, One (1) roll printer paper, 6.6 Ah Li-Ion battery, Operators Manual, Quick Reference Guide, and One (1)-year EMS warranty.</p> <p>Parameter Details: Real CPR Help - Dashboard display of CPR Depth and Rate for Adult and Pediatric patients, Visual and audio prompts to coach CPR depth (Adult patient only), Release bar to ensure adequate release off the chest, Metronome to coach rate for Adult and Pediatric patients. See-Thru CPR artifact filtering • Interpretative 12-Lead ECG (Full 12 ECG lead view with both dynamic and static 12-lead mode display. 12-Lead OneStep ECG cable - includes 4-Lead limb lead cable and removable precordial 6-Lead set) • ZOLL Noninvasive Pacing Technology • Real BVM Help. Dashboard provides real-time ventilation feedback on both volume and rate for intubated and non-intubated patients. AccuVent Cable included. (Accuvent disposable sensors sold separately) • Welch Allyn NIBP with Smartcuff. 10 foot Dual Lumen hose and SureBP Reusable Adult Medium Cuff • Masimo SpO2 &amp; SpCO with Signal Extraction Technology (SET). Rainbow SET® • EtCO2 Orion Microstream Technology. Microstream tubing set sold separately •</p>	10	\$52,644.00	\$37,841.36	\$378,413.60

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Colorado County EMS  
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Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
2		8900-0400	CPR Stat-padz HVP Multi-Function CPR Electrodes - 8 pair/case	7	\$716.00	\$587.12	\$4,109.84
3		8300-000676	OneStep Cable, X Series	11	\$544.00	\$446.08	\$4,906.88
4		8009-0020	CPR-D-padz and CPR Stat Padz Connector for R Series	11	\$471.00	\$386.22	\$4,248.42
5		8900-000220-01	OneStep Pediatric CPR Electrode (8 per case)	2	\$831.00	\$681.42	\$1,362.84
6		8000-001128	Accuvent Flow Tube (Box of 10)	10	\$762.00	\$624.84	\$6,248.40
7		8000-0895	Cuff Kit with Welch Allyn Small Adult, Large Adult and Thigh Cuffs	10	\$186.00	\$152.52	\$1,525.20
8		REUSE-09-2MQ	Welch Allyn REUSE-09-2MQ Cuff, Child, 2-Tube, Twist Lock connector	10	\$63.00	\$51.66	\$516.60
9		8000-0330	SpO2 Red LNC-4 Reusable Patient Cable: Connects to LNCS Single Use and Reusable Sensors (4 ft)	10	\$360.00	\$295.20	\$2,952.00
10		8000-0294	SpO2 LNCS Adult Reusable Sensor (1 each)	10	\$360.00	\$295.20	\$2,952.00
11		8000-0295	SpO2 LNCS Pediatric Reusable Sensor (1 each)	10	\$427.00	\$350.14	\$3,501.40
12		8000-0580-01	Six Hour Rechargeable, SurePower II Smart Battery	20	\$957.00	\$784.74	\$15,694.80
13		8000-000876-01	Paper, Thermal, w/Grid, BPA Free (Box of 6)	15	\$30.00	\$24.60	\$369.00
14		8000-000393-01	X Series Carry Case, Premium	10	\$424.00	\$424.00	\$4,240.00

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Colorado County EMS  
Quote No: Q-58159 Version: 2

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
15		8778-89004-WF	<b>X Series - Worry-Free Service Plan - 4 Years At Time of Sale</b>  Includes: Annual preventive maintenance, 27% discount on new cables, 27% discount on additional SurePower II Batteries, discount on parameter upgrades, SurePower II Battery replacement upon failure, and accidental damage coverage (see comments). Shipping and use of a Service Loaner during repairs, no charge shipping. Extended warranty is a continuation of the EMS One Year Product Limited Warranty. • ACCIDENTAL DAMAGE COVERAGE: Includes one device outer housing replacement per year per device. This coverage excludes devices that are deemed beyond repair and/or catastrophic damage. Cosmetic damage that does not affect the integrity of the device would not require outer housing replacement. • BATTERY REPLACEMENT PROGRAM: Batteries must be maintained per ZOLL recommended maintenance program - Batteries are replaced upon failure, one for one, throughout the term of the ExpertCare Service contract, should the SurePower II battery or SurePower Charger display a fault - Batteries must be evaluated and confirmed of failure through ZOLL Technical Support and/or an on-site field service technician. - Up to three batteries per device will be covered for batteries acquired from ZOLL in last 24 months for batteries that fail during the Worry-Free service contract period. (When Service Contract purchased post-sale) - For batteries acquired from ZOLL over 24 months ago, one battery per device will be covered for batteries that fail during the Worry-Free service contract period. (When Service Contract purchased post-sale)	10	\$7,380.00	\$6,642.00	\$66,420.00
16		8400-110045	<b>CaseReview Premium Subscription, X Series, 5 Year- Hosted</b>  Provides detailed post-case information, including CPR quality on compression depth, rate, pause time and release velocity, as well as ECG, shocks, EtCO2 and SpO2 vital signs.	10	\$2,430.00	\$2,430.00	\$24,300.00
17		7800-0414-61	<b>LP 15 12-Lead Version 4 Trade In Allowance</b>  See Trade Unit Considerations.	10		(\$5,000.00)	(\$50,000.00)
18		8300-0500-01	<b>SurePower 4 Bay Charging System including 4 Battery Charging adapters</b>	3	\$3,304.00	\$2,709.28	\$8,127.84

Subtotal: \$479,888.82

Total: \$479,888.82

**Trade Unit Considerations**

Trade-In values valid through September 30, 2023 if all equipment purchased is in good operational and cosmetic condition and includes all standard accessories. Trade-In values are dependent on the quantity and configuration of the ZOLL devices listed on this quotation. Customer assumes

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
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responsibility for shipping trade-in equipment at the quantities listed on the trade line items in this quotation to ZOLL's Chelmsford Headquarters within 60 days of receipt of new equipment. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis.

**UCC Financing Statement**

By placing a Purchase Order in response to this quotation, Customer agrees that it thereby grants to ZOLL a purchase money security interest in all the goods referenced by such purchase order and acknowledges that ZOLL may file a UCC Financing Statement ordering such purchase money security interest. Customer further agrees to provide a signed Security Agreement to ZOLL prior to shipment pursuant to such purchase order.

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <https://www.zoll.com/about-zoll/invoice-terms-and-conditions> and for software products can be found at <http://www.zoll.com/SSPTC> and for hosted software products can be found at <http://www.zoll.com/SSHTC>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

1. Delivery will be made upon availability.
2. This Quote expires on September 30, 2023. Pricing is subject to change after this date.
3. Applicable tax, shipping & handling will be added at the time of invoicing.
4. All purchase orders are subject to credit approval before being accepted by ZOLL.
5. To place an order, please forward the purchase order with a copy of this quotation to [esales@zoll.com](mailto:esales@zoll.com) or via fax to 978-421-0015.
6. All discounts from list price are contingent upon payment within the agreed upon terms.
7. Place your future accessory orders online by visiting [www.zollwebstore.com](http://www.zollwebstore.com).

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



**ZOLL Medical Corporation**

269 Mill Road  
Chelmsford, MA 01824-4105  
Federal ID# 04-2711626

Phone: (800) 348-9011  
Fax: (978) 421-0015  
Email: esales@zoll.com

Colorado County EMS  
Quote No: Q-58159 Version: 2

**Order Information (to be completed by the customer)**

- Tax Exempt Entity (Tax Exempt Certificate must be provided to ZOLL)  
 Taxable Entity (Applicable tax will be applied at time of invoice)

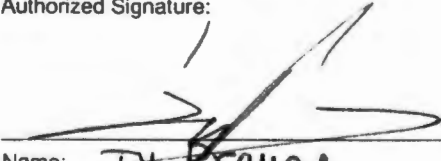
BILL TO ADDRESS	SHIP TO ADDRESS
Name/Department:	Name/Department:
Address:	Address:
City / State / Zip Code:	City / State / Zip Code:

Is a Purchase Order (PO) required for the purchase and/or payment of the products listed on this quotation?

- Yes    PO Number: \_\_\_\_\_    PO Amount: \_\_\_\_\_  
 (A copy of the Purchase Order must be included with this Quote when returned to ZOLL)  
 No    (Please complete the below section when submitting this order)

For organizations that do not require a PO, ZOLL requires written execution of this order. The person signing below represents and warrants that she or he has the authority to bind the party for which he or she is signing to the terms and prices in this quotation.

**Colorado County EMS**  
Authorized Signature:

  
 Name: Ty Prause  
 Title: COUNTY JUDGE  
 Date: 9/25/2023



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



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Colorado County EMS  
Quote No: Q-58159 Version: 2

**ALS/BLS Software Solutions Master Application Service Provider Agreement**

1. **Orders.** ZOLL Medical Corporation ("ZOLL") shall provide the ASP Services, Implementation Services and Support Services identified in any order or contract ("Order") between ZOLL and another party ("Customer") incorporating this Software Solutions Master Application Service Provider Agreement (together with each such Order, the "Agreement"). ASP Services are further defined in Section 3. Implementation Services are further defined in Section 4. Support Services are further defined in Section 5. The ASP Services, Implementation Services, and Support Services are each, and are collectively, "Services". The terms and conditions set forth in this Agreement shall only apply to ALS/BLS Software Solutions products that are used with ZOLL Medical Corporation defibrillators. For the sake of clarity, these terms and conditions do not apply to any ZOLL patient care reporting software.

2. **Payment.** Customer shall pay fees to ZOLL for Services as provided in any Order and this Agreement ("Fees"). Unless otherwise provided in the applicable Order, Customer will pay ZOLL all Fees due under this Agreement within thirty (30) days after the date of ZOLL's invoice. The first invoice will be sent after the Deployment Effective Date. "Deployment Date" means the date upon which the deployment of the ASP Services is complete and it is able to function as described in the warranty set forth in this Agreement, regardless of whether Customer actually uses such ASP Services. "Deployment Effective Date" means the earlier of (a) the Deployment Date or (b) 90 days from the date after ZOLL's shipment of defibrillators that are included on the Order (the "Latest Deployment Date"), unless a delay in the Deployment Date has been caused by ZOLL, in which case the Deployment Effective Date shall be postponed by a number of days equal to the delay that ZOLL has caused. Fees are non-refundable other than as expressly set forth herein. Amounts not paid when due will accrue interest at the rate of 1.5% per month, or the maximum allowed by law, whichever is less. Customer shall pay all expenses (including reasonable attorney's fees) incurred by ZOLL in connection with collection of late payments. Any amounts not paid by Customer when due may result in the forfeiture by Customer, in ZOLL's sole discretion, of any discounts previously offered by ZOLL. In addition, ZOLL may cease providing any or all of the Services if any invoice is not paid in a timely manner, in which event ZOLL will not be liable to Customer for any damages caused by such cessation. Payment terms are subject to ZOLL's credit approval. Fees exclude all applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges ("Taxes").

3. **ASP Services.** "ASP Services" means the hosting and maintenance of ZOLL software, as modified, updated, and enhanced (the "Underlying Software"), for remote electronic access and use by Registered Users on the website with a unique URL to be provided by ZOLL to Customer (the "ZOLL Site") in substantial conformity with the instructions for use, documentation and users manuals from time-to-time provided by ZOLL (the "Documentation"), as listed in any Order, on and after the Implementation Date (defined below) for such services and before that Order has expired or been terminated in accordance with the Agreement. Customer acknowledges that the ASP Services are only compatible with ZOLL equipment that has been enabled and configured for use with the ASP Services in accordance with the Documentation and only with the browser and other technical environment that supports the use of the ASP Services in accordance with the Documentation.

3.1. **Provision of ASP Services.** Subject to the terms and conditions of the Agreement, ZOLL will use commercially reasonable efforts to make the ASP Services available to Customer and Customer's employees, directors, principals, partners, consultants and agents authorized to use ASP Services on behalf of Customer and registered through the ZOLL Site for such use ("Registered Users") through the ZOLL Site over normal network connections in accordance with the Documentation, excepting downtime due to necessary maintenance and troubleshooting. Customer, not ZOLL, shall be responsible for controlling Registered Users and protection of confidentiality of its login identifications and passwords. Customer acknowledges that (i) it is responsible for maintaining its interface and connectivity to the ASP Services and (ii) any facilities used for provision of the ASP Services may be owned or operated by ZOLL, or a ZOLL affiliate or a third party, or any combination of such facilities, as determined by ZOLL. Customer acknowledges that ZOLL may modify and upgrade the ASP Services, on an ongoing basis, to improve or adapt the ASP Services. Without limiting the foregoing, ZOLL will have the right, in its sole discretion, to develop, provide and market new, upgraded or modified ASP Services to Customer, including adding, removing or modifying the functionality or features of the ASP Services accessible by Registered Users. ZOLL will use commercially reasonable efforts to notify Customer within a reasonable period of time prior to the implementation of such changes so that Customer is reasonably informed of alterations to the ASP Services that will affect the ASP Services and Customer's use of them. Notwithstanding anything to the contrary in the Agreement, ZOLL may cease providing any ASP Services upon at least six months advance notice to Customer.

3.2. **Access Software.** Subject to the terms and conditions of this Agreement, ZOLL grants to Customer, during the Term, a non-exclusive, non-transferable, non-sublicensable license for Registered Users to access and use the ASP Services using the ZOLL software that Registered Users may download at the ZOLL Site to access the ASP Services, as modified, updated and enhanced (the "Access Software"), each as made available to Customer through the ZOLL Site, solely for Customer's internal business purposes and solely in accordance with the Documentation. Access Software and Underlying Software are, collectively, the "Software".

3.3. **Restrictions.** Customer shall not, and shall not permit any third party to: (a) use, reproduce, modify, adapt, alter, translate or create derivative works from the ASP Services, Software or Documentation; (b) merge the ASP Services, Software or Documentation with other software or services; (c) sublicense, distribute, sell, use for service bureau use, lease, rent, loan, or otherwise transfer or allow access to the ASP Services, Software or the Documentation to any third party; (d) reverse engineer, decompile, disassemble, or otherwise attempt to alter or derive the Source Code for the ASP Services or Software; (e) remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices included in the ASP Services, Software or Documentation; or (f) otherwise use or copy the ASP Services, Software or Documentation in any manner not expressly permitted by the Agreement. Customer agrees not to use the ASP Services in excess of its authorized login protocols. Customer shall immediately notify ZOLL of any unauthorized use of Customer's login ID, password or account or other breach of security. If Customer becomes aware of any actual or threatened activity contemplated by the restrictions on use set forth in this section, Customer will, and will cause Registered Users to, immediately take all reasonable measures necessary to stop the activity or threatened activity and to mitigate the effect of such activity including: (i) discontinuing and limiting any improper access to any data; (ii) preventing any use and disclosure of improperly obtained data; (iii) destroying any copies of improperly obtained data that may have been made on their systems; (iv) otherwise attempting to mitigate any harm from such events; and (v) immediately notifying ZOLL of any such event so that ZOLL may also attempt to remedy the problem and prevent its future occurrence.

3.4. **Service Level Agreement.**

3.4.1. **Downtime.** "Downtime", expressed in minutes, is any time the ASP Services are not accessible to Registered Users.

3.4.2. **Planned Downtime.** "Planned Downtime" is Downtime during which ASP Services may not be available in order for ZOLL to continue to provide commercially reasonable services, features and performance to its customers. Planned Downtime includes, but is not limited to: (a) Standard Maintenance; and (b) Emergency Maintenance. "Standard Maintenance" is performed when upgrades or system updates are desirable. "Emergency Maintenance" is performed when a critical system update must be applied quickly to avoid significant Downtime. Standard Maintenance may be performed weekly on Monday and Wednesday between the hours of 7 p.m. to 11 p.m. in Broomfield, Colorado. ZOLL will provide Customer with notice at least 24 hours in advance of Standard Maintenance.

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



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Federal ID# 04-2711626

Phone: (800) 348-9011  
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Colorado County EMS  
Quote No: Q-58159 Version: 2

**3.4.3. Excused Downtime.** "Excused Downtime" time is Downtime caused by: (a) services, software or hardware provided by anyone or any entity other than ZOLL, (b) software, services or systems operating outside of a ZOLL Site, including any software or systems operating on a Customer's premises (including ZOLL software); (c) a Force Majeure Event or (d) Customer's failure to comply with its obligations under the Agreement or use of the ASP Services in ways that were not intended

**3.4.4. Unplanned Downtime.** Unplanned Downtime in a calendar month is expressed as a percentage calculated as follows:

$$\frac{(\text{Downtime} - (\text{Planned Downtime} + \text{Excused Downtime}))}{\text{Total number of minutes in the calendar month}} \times 100 = x\%, \text{ where "x" is Unplanned Downtime}$$

**3.4.5. Unplanned Downtime Goal.** ZOLL shall provide the ASP Services such that there is less than 1% of Unplanned Downtime in a calendar month (the "Unplanned Downtime Goal"). The ASP Services covered by the Unplanned Downtime Goal are those for which Customer has paid all Fees when due and is using in the course of carrying out its normal business operations in accordance with the Agreement

**3.4.6. Revocation of Administrative Rights.** Notwithstanding anything to the contrary in the Agreement, ZOLL may revoke administrative rights, including database access rights, if the use of any such rights results in Downtime

**3.4.7. Customer Content; Security; Backup.**

**3.4.7.1. Customer Content.** As between ZOLL and Customer, and without limiting the rights of any patient, Customer will retain all right, title and interest in and to all data, information or other content provided by Customer in its use of the ASP Services ("Customer Content"); *provided, however*, that ZOLL may de-identify and use Customer Content for any lawful purpose consistent with all applicable law.

**3.4.7.2. Security.** Subject to Customer's obligations under this Agreement, ZOLL will implement commercially reasonable security measures within the ASP Services in an attempt to prevent unlawful access to Customer Content by third parties. Such measures may include, where appropriate, use of updated firewalls, commercially available virus screening software, logon identification and passwords, encryption, intrusion detection systems, logging of incidents, periodic reporting, and prompt application of current security patches and virus definitions.

**3.4.7.3. Backup of Customer Content (Not Applicable to Remote View).** Although ZOLL will use commercially reasonable efforts to maintain the integrity of the Customer Content, to back up the Customer Content, and to provide full and ongoing access to the ASP Services, loss of access to the ASP Services and loss of Customer Content may occur. Customer will make provision for additional back-up storage of any critical Customer Content and shall be responsible for compliance with all records retention requirements applicable to Customer. ZOLL will not be responsible for any loss, corruption of or inaccessibility of the Customer Content due to interruption in the ASP Services or otherwise arising out of circumstances not within ZOLL's control.

**3.4.7.4. Availability of Customer Content (Not Applicable to Remote View).** It is Customer's responsibility to maintain any Customer Content that it requires for archival purposes, ongoing management of its operations and compliance with applicable records retention requirements. Unless specified otherwise in the Agreement, ZOLL will store Customer Content, other than Inactive Customer Content as defined below (the "Active Customer Content"), in ZOLL's working data set until the earlier of (i) five years (calculated from the date of creation of such Customer Content, or ZOLL's receipt of such Customer Content, whichever is later) or (ii) the expiration or termination of this Agreement or the Order under which such Active Customer Content was stored (the "Active Retention Period"). Upon the expiration of the Active Retention Period, ZOLL will notify Customer in writing and will provide Customer the option, which Customer shall exercise by informing ZOLL in writing, within 30 days of receiving the notice, that either (a) Customer wishes to receive Active Customer Content in a database determined by ZOLL in its sole and absolute discretion (a "Database"), or (b) Customer will pay ZOLL, at ZOLL's then-current storage rates and upon ZOLL's then-current terms and conditions, to continue to store the Active Customer Content. If Customer fails to exercise one of the foregoing options within such 30-day period, ZOLL will have the right to destroy the Active Customer Content. During the time ZOLL stores Customer Content for Customer hereunder, ZOLL may periodically identify Customer Content that has had no activity associated with it for at least 180 days ("Inactive Customer Content") and will notify Customer in writing of its intent to remove the Inactive Customer Content from ZOLL's working data set and destroy such data, unless Customer requests, in writing, within 30 days of receiving the notice from ZOLL, that either (z) Customer wishes to receive the Inactive Customer Content in a Database, or (y) Customer will pay ZOLL, at ZOLL's then-current storage rates and upon ZOLL's then-current terms and conditions, to continue to store such Inactive Customer Content. If Customer fails to exercise one of the foregoing options within such 30-day period, ZOLL will have the right to destroy the applicable Inactive Customer Content in its possession or under its control. Except for this Section 3.4.7.4, the terms of Section 3.4 (including, without limitation, the Unplanned Downtime Goal) do not apply to Customer's access of Inactive Customer Content. Customer represents, warrants and agrees that it (A) is solely responsible for determining the retention period applicable to it with respect to Customer Content maintained by ZOLL; (B) has consulted with or has had the opportunity to consult with legal, information governance or records management professionals; and (C) is not relying upon ZOLL to assist with determining the records maintenance or retention requirements applicable to it.

**3.4.8. Remedies.** A "Service Credit" means a percentage of the monthly Fee to be credited to Customer (subject to Customer's written request therefor and ZOLL's verification thereof) for any ASP Service for which the Unplanned Downtime Goal is exceeded in a calendar month. For any calendar month where the aggregate total of Unplanned Downtime for any ASP Service exceeds one percent ZOLL will provide a 10% Service Credit towards Customer's monthly Fee for such ASP Service that was affected; *provided, that* Customer (i) requests such Service Credit in writing within 30 days of the end of the calendar month in which such Unplanned Downtime occurred, (ii) includes in such request the nature of, and date and time of such Unplanned Downtime and (iii) such Unplanned Downtime is verified by ZOLL. Such Service Credit will be applied to a future month's invoice for such ASP Services, which typically is two months later. Failure to submit a written request for Service Credit as provided in this Section 3.4.8 shall constitute a waiver of such Service Credit by Customer. Further, Service Credits shall not be issued if Customer is not current on all Fees due and payable. The remedy set forth in this Section 3.4.8 shall be the Customers' sole and exclusive remedy with respect to ZOLL exceeding the Unplanned Downtime Goal.

**3.4.9. Modifications.** Changes to this Section 3.4 may be made from time to time at ZOLL's sole discretion. Customer will be notified of any such changes that are material

**4. Implementation Services.** ZOLL shall provide ASP Services implementation, training and any related services identified in an Order (the "Implementation Services"). Customer shall, in a timely manner and at its own expense, cooperate and provide or make available to ZOLL access to the Customer's premises, systems, telephone, terminals and facsimile machines and all relevant information, documentation and staff reasonably required by ZOLL to enable ZOLL to perform the Implementation Services. Customer acknowledges that any time frames or dates for completion of the Implementation Services set out in an Order are estimates only and

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**ZOLL Medical Corporation**  
269 Mill Road  
Chelmsford, MA 01824-4105  
Federal ID# 04-2711626

Phone: (800) 348-9011  
Fax: (978) 421-0015  
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Colorado County EMS  
Quote No: Q-58159 Version: 2

the ability to meet them is influenced by a range of factors including, without limitation, response times and level of cooperation of Customer. Any obligations as to time are therefore on a "reasonable efforts" basis only and ZOLL shall not be liable for failure to meet time frames or completion dates unless solely due to ZOLL's negligence.

**5. Support Services.** ZOLL shall provide the following Support Services for ASP Services without any additional Fees, except that ZOLL will have no obligation to provide such Support Services if any Fees for ASP Services are past due.

**5.1. Support.**

**5.1.1. Emergency Support.** ZOLL shall provide telephone support to Customer for 24 hours a day, 7 days a week, to address Errors that prevent Customer from using Supported ASP Services for a purpose for which Customer has an immediate and material need. "Supported ASP Services" means the ASP Services for which Customer has paid the then-current Fees. "Supported Environment" means a browser and other technical environment that supports the use of the ASP Services in accordance with the Documentation. "Error" means a reproducible defect in the Supported ASP Services when operated in accordance with the Documentation in a Supported Environment that causes the Supported ASP Services not to operate substantially in accordance with such Documentation.

**5.1.2. Technical Support.** ZOLL shall provide telephone support to Customer during 6 a.m. to 6 p.m. Eastern Time, Monday to Friday, excluding ZOLL holidays ("Business Hours") to address all other Errors relating to any Supported ASP Services. Such telephone support will include (i) clarification of functions and features of the Supported ASP Services; (ii) clarification of the Documentation; (iii) guidance in operation of the Supported ASP Services; (iv) assistance in identifying and verifying the causes of suspected Errors in the Supported ASP Services; and (v) advice on bypassing identified Errors in the Supported ASP Services, if reasonably possible. Responses to such reporting shall be provided at a minimum within twenty-four (24) hours during Business Hours.

**5.1.3. Resolution.** ZOLL shall use commercially reasonable efforts to provide a modification or workaround to Supported ASP Services that resolves an Error in all material respects ("Resolution").

**5.1.4. Expenses.** Support Services provided hereunder shall be provided from Chelmsford, Massachusetts or Broomfield, Colorado, as determined in ZOLL's sole discretion. Should Customer request that ZOLL send personnel to Customer's location to resolve any Error in the Supported ASP Services, ZOLL may charge Customer a fee of \$2,500 for each day ZOLL personnel is at Customer's location.

**5.1.5. Exceptions.** ZOLL shall have no responsibility under this Agreement to fix any Errors arising out of or related to the following causes: (a) Customer's modification or combination of the Access Software (in whole or in part), (b) use of the Supported ASP Services in an environment other than a Supported Environment; or (c) accident; unusual physical, electrical or electromagnetic stress, neglect; misuse, failure or fluctuation of electric power, air conditioning or humidity control; failure of media not furnished by ZOLL; excessive heating; fire and smoke damage; operation of the Supported ASP Services with other media and hardware, software or telecommunication interfaces; or causes other than ordinary use. Any corrections performed by ZOLL for such Errors shall be made, in ZOLL's reasonable discretion, at ZOLL's then-current time and material charges. ZOLL will provide the Support Services only for the most current release and the one immediately preceding major release of any Access Software. Notwithstanding anything to the contrary in the Agreement, (i) ZOLL may cease providing Support Services for any ASP Services upon at least six (6) months advance notice to Customer of such cessation and (ii) Support Services do not cover Third Party Products or Services (defined below).

**5.2. Conditions and Limitations.** Customer shall provide ZOLL with access to Customer's personnel and its equipment. This access must include the ability to remotely access the equipment on which the Supported ASP Services are operating and to obtain the same access to the equipment as those of Customer's employees having the highest privilege or clearance level. ZOLL will inform Customer of the specifications of the remote access methods available and associated software needed, and Customer will be responsible for the costs and use of said equipment. Fees for third party software and services are set by the owner of such software.

**6. Warranties.**

**6.1. Implementation Services and Support Services.** Subject to Customer's payment of the Fees, ZOLL warrants that any Implementation Services or Support Services provided to Customer will be performed with due care in a professional and workmanlike manner. ZOLL shall, as its sole obligation and Customer's sole and exclusive remedy for any breach of the warranty set forth in this [Section 6.1](#), perform again the Implementation Services or Support Services that gave rise to the breach or, in the case of Implementation Services, at ZOLL's option, refund the Fees for such Implementation Services paid by Customer for the Implementation Services which gave rise to the breach. The availability of any remedy for a breach of the warranty set forth in this [Section 6.1](#) is conditioned upon Customer notifying ZOLL in writing of such breach within thirty (30) days following performance of the defective Implementation Services or Support Services, specifying the breach in reasonable detail.

**6.2. ASP Services and Access Software.** Subject to Customer's payment of the Fees, ZOLL represents and warrants with respect to any ASP Services that (i) ZOLL has the right to license the Access Software and Documentation and make the ASP Services available to Customer pursuant to this Agreement and (ii) the ASP Services, when used as permitted and in accordance with the Documentation, will materially conform to the Documentation. ZOLL does not warrant that Customer's use of the ASP Services will be error free or uninterrupted. Customer will notify ZOLL in writing of any breach of this warranty with respect to any ASP Services prior to the expiration or termination of the Order for such ASP Services. If ZOLL is unable to provide a correction or work-around pursuant to the terms governing the provision of the ASP Services after using commercially reasonable efforts, ZOLL may terminate such Order upon written notice to Customer. Any such correction or work-around shall not extend the term of such Order. This [Section 6.2](#) sets forth Customer's exclusive remedy, and ZOLL's entire liability, for breach of the warranty for the ASP Services contained herein.

**6.3. Warranty Disclaimers.** The warranties for the Software and Services are solely and expressly as set forth in [Section 6.1](#) and [Section 6.2](#) and are expressly qualified, in their entirety, by this [Section 6.3](#). EXCEPT AS EXPRESSLY SET FORTH IN [SECTION 6.1](#) AND [SECTION 6.2](#), (A) THE SOFTWARE AND SERVICES ARE PROVIDED STRICTLY "AS IS", WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, WRITTEN OR ORAL; (B) ZOLL DOES NOT PROMISE THAT THE SOFTWARE OR SERVICES WILL BE SECURE, UNINTERRUPTED OR ERROR-FREE; OR THAT THEY ARE SUITABLE FOR THE PARTICULAR NEEDS OF CUSTOMER, REGISTERED USERS OR ANY THIRD PARTY; AND (C) ZOLL SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE OR USAGE IN TRADE. CUSTOMER ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES IN THIS AGREEMENT, AND THAT NO WARRANTIES ARE MADE BY ANY OF ZOLL'S LICENSORS OR SUPPLIERS WITH RESPECT TO THIRD PARTY PRODUCTS OR SERVICES. Customer acknowledges and agrees that, in entering into this Agreement, it has not relied upon the future availability of any new or enhanced feature or functionality, or any new or enhanced product or service, including, without limitation, updates or upgrades to ZOLL's existing products and services. ZOLL's performance obligations hereunder are limited to those expressly enumerated herein, and payment for ZOLL's performance obligations shall be due as described herein.

**7. Confidentiality.** Neither party will use any trade secrets, information, or other material, tangible or intangible, that relates to the business or technology of the other party and is marked or identified as confidential or is disclosed in circumstances that would lead a reasonable person to believe such information is confidential.

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("Confidential Information") for any purpose not expressly permitted by this Agreement, and will further disclose the Confidential Information of the party disclosing it ("Disclosing Party") only to the employees or contractors of the party receiving it ("Receiving Party") who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. The ASP Services, Software and Documentation shall be ZOLL's Confidential Information (including without limitation any routines, subroutines, directories, tools, programs, or any other technology included in the Software), notwithstanding any failure to mark or identify it as such. The Receiving Party's obligations under this Section 7 with respect to any Confidential Information of the Disclosing Party will terminate when and to the extent the Receiving Party can document that such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) is independently developed by the Receiving Party without access to, or use of, Confidential Information. In addition, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (ii) required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such disclosure in writing prior to making such disclosure and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such disclosure.

**8. Indemnification.**

**8.1. By ZOLL.** ZOLL will defend, at its own expense, any action against Customer or its or any of its agents, officers, director, or employees ("Customer Parties") brought by a third party alleging that any Software or Services infringe any U.S. patents or any copyrights or misappropriate any trade secrets of a third party, and ZOLL will pay those costs and damages finally awarded against the Customer Parties in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. The foregoing obligations are conditioned on Customer: (a) notifying ZOLL promptly in writing of such claim or action; (b) giving ZOLL sole control of the defense thereof and any related settlement negotiations; and (c) cooperating with ZOLL and, at ZOLL's request and expense, assisting in such defense. If any of the Software or Services become, or in ZOLL's opinion is likely to become, the subject of an infringement claim, ZOLL may, at its sole option and expense, either: (i) procure for Customer the right to continue using such Software or Services; (ii) modify or replace such Software or Services with substantially similar software or services so that such Software or Services becomes non-infringing; or (iii) terminate this Agreement, in whole or in part. Notwithstanding the foregoing, ZOLL will have no obligation under this Section 8.1 or otherwise with respect to any infringement claim based upon: (1) use of any of the Software or Services not in accordance with this Agreement; (2) any use of any Software or Services in combination with products, equipment, software, services or data not supplied by ZOLL if such infringement would have been avoided but for the combination with other products, equipment, software, services or data; (3) the failure of Customer to implement any replacements, corrections or modifications made available by ZOLL for any Software or Services including, but not limited to, any use of any release of the Software other than the most current release made commercially available by ZOLL; (4) any Customer Content; or (5) any modification of any Software or Services or use thereof by any person other than ZOLL or its authorized agents or subcontractors. This Section 8 states ZOLL's entire liability and the exclusive remedy for any claims of infringement.

**8.2. By Customer.** Customer shall indemnify, defend and hold ZOLL and its agents, officers, directors and employees (the "ZOLL Parties") harmless from and against any and all liabilities, losses, expenses, damages and claims (collectively, "Claims") that arise out of the following except to the extent the Claims are due to the gross negligence, intentional misconduct or breach of this Agreement by the ZOLL Parties: (i) information provided to any of the ZOLL Parties by any of the Customer Parties; (ii) any of the Customer Parties' use or misuse of any of the Software or Services, including without limitation in combination with Customer's software or services or third party software or services; (iii) any modifications made by any of the Customer Parties to any of the Software or Services; (iv) infringement by any of the Customer Parties of any third party intellectual property right; (v) Taxes (other than taxes based on ZOLL's net income) and any related penalties and interest, arising from the payment of the Fees or the delivery of the Software and Services to Customer; and (ix) any violation of laws or regulations, including without limitation applicable export and import control laws and regulations in the use of any of the Software or Services, by any of the Customer Parties.

**9. Limitation of Liability.** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT WILL ZOLL OR ITS AFFILIATES, SUBCONTRACTORS OR SUPPLIERS, OR ANY OF THEIR OFFICERS OR DIRECTORS, BE LIABLE, EVEN IF ADVISED OF THE POSSIBILITY, FOR: (i) SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE); (ii) LOSS OF PROFIT, DATA, BUSINESS OR GOODWILL, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR (iii) ANY LOSSES, COSTS OR DAMAGES ASSOCIATED WITH CUSTOMER'S PRODUCTION OR OTHER ELEMENTS INCORPORATED OR USED THEREWITH WHICH WERE NOT PROVIDED BY ZOLL OR WITH RESPECT TO ANY MODIFICATIONS MADE TO THE SOFTWARE OR SERVICES OR MISUSE OF THE SOFTWARE OR SERVICES. ZOLL'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT PAID TO ZOLL BY CUSTOMER FOR THE SOFTWARE AND SERVICES PROVIDED UNDER THIS AGREEMENT DURING THE 12-MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. Customer acknowledges that these limitations reflect the allocation of risk set forth in this Agreement and that ZOLL would not enter into this Agreement without these limitations on its liability. Customer agrees that these limitations shall apply notwithstanding any failure of essential purpose of any limited remedy. The remedies in this Agreement are Customer's sole and exclusive remedies. In addition, ZOLL disclaims all liability of any kind of ZOLL's licensors and suppliers, for third party products or services, and for the actions or omissions of Customer's representatives.

**10. Ownership.** All right, title and interest, including but not limited to all existing or future copyrights, trademarks, service marks, trade secrets, patents, patent applications, know-how, moral rights, contract rights, and proprietary rights, and all registrations, applications, renewals, extensions, and combinations of the foregoing, in and to the following are the exclusive property of ZOLL (or, as the case may be, its subsidiaries, licensors and suppliers): (i) ASP Services, Software, Documentation, and all proprietary technology used by ZOLL to perform its obligations under this Agreement; (ii) all software, tools, routines, programs, designs, technology, ideas, know-how, processes, techniques and inventions that ZOLL makes, develops, conceives or reduces to practice, whether alone or jointly with others, in the course of performing the Services; (iii) the fully compiled version of any of the foregoing software programs that can be executed by a computer and used without further compilation (the "Executable Code"); (iv) the human readable version of any of the foregoing software programs that can be compiled into Executable Code (the "Source Code"); and (v) all enhancements, modifications, improvements and derivative works of each and any of the foregoing (the "ZOLL Property"). If any derivative work is created by Customer from the Software or Services, ZOLL shall own all right, title and interest in and to such derivative work. Any rights not expressly granted to Customer hereunder are reserved by ZOLL (or its licensors and suppliers, as the case may be).

**11. Term and Termination.**

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**11.1. Term.** The term of this Agreement ("Term") begins on the effective date of the first Order incorporating this Agreement and continues until it is terminated. The term of each Order begins on the effective date of such Order and continues until it expires or is terminated; *provided, however*, that such term (and any extension thereof) shall automatically renew for an equivalent period at ZOLL's then current list pricing unless either party notifies the other party in writing of an intent to not renew such term at least ninety (90) days prior to the expiration of such term. "Implementation Date" for any ASP Services means the earlier of (a) the date upon which the activation of such ASP Services is complete and such ASP Services are able to function as described in the warranty for such ASP Services, regardless of whether Customer uses such ASP Services or (b) one hundred eighty (180) days following the shipment of the monitor/defibrillators in connection with which such ASP Services are to be used, unless a delay in the activation of such ASP Services is caused by ZOLL, in which case the Implementation Date shall be postponed by a number of days equal to the delay that ZOLL has caused; or (c) if Customer does not use Implementation Services to activate such ASP Services, the date of the Order for such ASP Services.

**11.2. Termination.** Either party may terminate this Agreement or any Order without cause on thirty (30) days' prior written notice to the other party. Either party may terminate this Agreement or any Order if the other party materially defaults in the performance of any of its obligations hereunder and fails to cure such default within twenty (20) days after written notice from the non-defaulting party.

**11.3. Effects of Termination.** Upon expiration or termination of this Agreement or any Order for any reason: (a) all amounts, if any, owed to ZOLL under this Agreement or the Order that has expired or been terminated (the "Expired or Terminated Document") before such termination or expiration will become immediately due and payable; (b) Customer's right to access the ASP Services, and all licensed rights granted, in the Expired or Terminated Document will immediately terminate and cease to exist; and (c) Customer must (i) promptly discontinue all use of any ASP Services provided under the Expired or Terminated Document (ii) erase all copies of Access Software from Customer's computers and the computers of its customers and return to ZOLL, or destroy all copies of such Access Software and related Documentation on tangible media in Customer's possession and (iii) return or destroy all copies of the Documentation in Customer's possession or control; (d) each party shall promptly discontinue all use of the other party's Confidential Information disclosed in connection with the Expired or Terminated Document and return to the other party or, at the other party's option, destroy, all copies of any such Confidential Information in tangible or electronic form. Additionally, if any Order for ASP Services is terminated by ZOLL for a material default or by Customer without cause, then Customer immediately shall pay ZOLL an early termination fee equal to the amount of (x) the Fees for such ASP Services otherwise payable during the initial term of such Order had such Order not been terminated during such term minus (y) the sum of such Fees paid by Customer to ZOLL prior to the date of termination. Upon ZOLL's request, Customer will provide a written certification (in a form acceptable to ZOLL), certifying as to Customer's compliance with its post-termination obligations set forth in this [Section 11.3](#).

## **12. General Provisions.**

**12.1. Compliance with Laws.** Customer shall comply with all applicable laws and regulations, and obtain required authorizations, concerning its use of the ASP Services, including without limitation if applicable all export and import control laws and regulations. Customer will not use any ASP Services for any purpose in violation of any applicable laws. ZOLL may suspend performance if Customer violated applicable laws or regulations.

**12.2. Audits and Inspections.** Upon written request from ZOLL, Customer shall furnish ZOLL with a certificate signed by an officer of Customer stating that the ASP Services are being used strictly in accordance with the terms and conditions of this Agreement. During the Term and for a period of six months following the termination or expiration of this Agreement, upon prior written notice, ZOLL will have the right, during normal business hours, to inspect, or have an independent audit firm inspect, Customer's records relating to Customer's use of the ASP Services to ensure it is in compliance with the terms of this Agreement. The costs of the audit will be paid by ZOLL, unless the audit reveals that Customer's underpayment of Fees exceeds five percent. Customer will promptly pay to ZOLL any amounts shown by any such audit to be owing (which shall be calculated at ZOLL's standard, non-discounted rates) plus interest as provided in [Section 2](#) above.

**12.3. Assignments.** Customer may not assign or transfer, by operation of law or otherwise (including in connection with a sale of substantially all assets or equity, merger or other change in control transaction), any of its rights under this Agreement or any Order to any third party without ZOLL's prior written consent. Any attempted assignment or transfer in violation of the foregoing will be null and void. ZOLL shall have the right to assign this Agreement or any Order to any affiliate, or to any successor to its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise, and to contract with any third party to provide part of any of the Software and Services, and to delegate performance of this Agreement or any Order to any of its subsidiaries.

**12.4. U.S. Government End Users.** If Customer is a branch or agency of the United States Government, the following provision applies. The Software and Documentation are composed of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 (SEPT 1995) and are (i) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (ii) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202 1 (JUN 1995) and 227.7202 3 (JUN 1995).

**12.5. Notices.** All notices, consents, and approvals under this Agreement must be delivered in writing by electronic mail, courier, electronic facsimile, or certified or registered mail (postage prepaid and return receipt requested) to the other party at the address set forth in the most recent Order (or to such other address or person as from time to time provided by such party in accordance with this [Section 12.5](#)), and will be effective upon receipt or three (3) business days after being deposited in the mail as required above, whichever occurs sooner.

**12.6. Governing Law and Venue; Waiver of Jury Trial.** This Agreement will be governed by and interpreted in accordance with the laws of the State of Colorado without reference to its choice of law rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any action or proceeding arising from or relating to this Agreement shall be brought in a federal or state court in the State of Colorado, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

**12.7. Remedies.** Except as otherwise expressly provided in this Agreement, the parties' rights and remedies under this Agreement are cumulative. Customer acknowledges that the Software and Services are built on valuable trade secrets and proprietary information of ZOLL, that any actual or threatened breach hereof will constitute immediate, irreparable harm to ZOLL for which monetary damages would be an inadequate remedy, and that ZOLL will be entitled to injunctive relief for such breach or threatened breach. Customer further agrees to waive and hereby waives any requirement for the security or the posting of any bond in connection with such remedies. Such remedies shall not be considered to be the exclusive remedies for any such breach or threatened breach, but shall be in addition to all other remedies available at law or equity to ZOLL.

**12.8. Waivers.** Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

**12.9. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force

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and effect. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

**12.10. Independent Contractors.** The parties are entering into, and will perform, this Agreement as independent contractors. Nothing in this Agreement will be construed to make either party the agent of the other for any purpose whatsoever, to authorize either party to enter into any contract or assume any obligation on behalf of the other or to establish a partnership, franchise or joint venture between the parties.

**12.11. Third Parties.** Customer is solely responsible for, and none of the fees set forth herein shall be deemed to cover, any amounts owed to third parties in connection with the use of the ASP Services. If Customer engages a third-party provider ("**Third Party Provider**") to deliver products or services, including without limitation software, integrated into or receiving data from or accessing the ASP Services ("**Third Party Products or Services**"), Customer represents, warrants and agrees that: (i) ZOLL shall have no liability, and makes no representation, with respect to such Third Party Products or Services; and (ii) the Third Party Provider shall not be an agent of ZOLL. To the extent the ASP Services or Software contains software owned by a third party for which ZOLL has a license agreement with a third party, the ASP Services and Software and all rights granted hereunder are expressly limited by and subject to any license agreements ZOLL may have for such software.

**12.12. Force Majeure.** Neither party shall be liable for damages for any delay or failure of performance hereunder (other than payment obligation) arising out of causes beyond such party's reasonable control and without such party's fault or negligence, including, but not limited to, failure of its suppliers to timely deliver acceptable parts or services, any act or omission of Customer that interferes with or impedes ZOLL's performance hereunder, acts of God, acts of civil or military authority, fires, riots, wars, embargoes, Internet disruptions, hacker attacks, or communications failures (a "**Force Majeure Event**").

**12.13. Entire Agreement; Amendment; No Third Party Beneficiaries; Survival.** This Agreement, which may be accepted by performance, constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral, except agreements at zollonline.com. Any other representation or agreement, whether written or oral, including but not limited to any purchase order issued by Customer, shall be wholly inapplicable to the Software and Services and shall not be binding in any way on ZOLL. This Agreement may not be amended or changed or any provision hereof waived except in writing signed by both parties. Any different or additional terms in any purchase order, confirmation or similar form issued or otherwise provided by Customer but not signed by an authorized representative of ZOLL shall have no force or effect. There are no third party beneficiaries of this Agreement. Those provisions of this Agreement that may be reasonably interpreted as surviving termination of this Agreement or the survival of which is necessary for the interpretation or enforcement of this Agreement shall continue in full force and effect in accordance with their terms notwithstanding the termination hereof including, but not limited to, [Section 7](#) (Confidentiality), [Section 8](#) (Indemnification), [Section 9](#) (Limitation on Liability), [Section 10](#) (Ownership), [Section 11.3](#) (Effects of Termination) and [Section 12](#) (General Provisions). This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.

**13. HIPAA.** This [Section 13](#) applies if and to the extent that ZOLL creates, receives, maintains or transmits, directly or indirectly, any protected health information of Customer ("**PHI**") in the course of providing Software or Services to Customer. Capitalized terms used but not defined in this [Section 13](#) have the meanings assigned to them elsewhere in the Agreement or, if not defined therein, as defined in the Health Insurance Portability and Accountability Act of 1996 (P.L. 104 191), 42 U.S.C Section 1320d, et seq., and regulations promulgated thereunder, as amended from time to time (such statute and regulations collectively referred to as "**HIPAA**"). "**Covered Entity**" as used herein means Customer. "**Business Associate**" as used herein means ZOLL. The purpose of this [Section 13](#) is to comply with 45 C.F.R. §164.502(e) and §164.504(e), governing PHI and business associates under HIPAA.

**13.1. Applicability.** This [Section 13](#) applies if and to the extent that Business Associate creates, receives, maintains or transmits, directly or indirectly, any PHI in the course of providing Software or Services to Covered Entity.

**13.2. Compliance and Agents.** Business Associate agrees that, to the extent it has access to PHI, Business Associate will fully comply with the requirements of this [Section 13](#) with respect to such PHI. Business Associate will ensure that every agent, including a subcontractor, of Business Associate to whom it provides PHI received from, or created or received by Business Associate on behalf of, Covered Entity will comply with the same restrictions and conditions as set forth herein.

**13.3. Use and Disclosure; Rights.** Business Associate agrees that it shall not use or disclose PHI except as permitted under this Agreement, and in compliance with each applicable requirement of 45 C.F.R Section 164.504(e). Business Associate may use or disclose the PHI received or created by it, (a) to perform its obligations under this Agreement, (b) to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, or (c) to provide data aggregation functions to Covered Entity as permitted by HIPAA. Further, Business Associate may use the PHI received by it in its capacity as Business Associate, if necessary, to properly manage and administer its business or to carry out its legal responsibilities. Business Associate may disclose the PHI received by it in its capacity as Business Associate to properly manage and administer its business or to carry out its legal responsibilities if: (a) the disclosure is required by law, or (b) the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it is disclosed to the person and the person notifies Business Associate of any instances of which it is aware that the confidentiality of the information has been breached. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.

**13.4. Safeguards.** Business Associate agrees to develop, document, use, and keep current appropriate procedural, physical, and electronic safeguards, as required in 45 C.F.R. §§164.308 - 164.312, sufficient to prevent any use or disclosure of electronic PHI other than as permitted or required by this Agreement.

**13.5. Minimum Necessary.** Business Associate will limit any use, disclosure, or request for use or disclosure to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request.

**13.6. Report of Improper Use or Disclosure.** Business Associate shall report to Covered Entity any information of which it becomes aware concerning any use or disclosure of PHI that is not permitted by this Agreement and any security incident of which it becomes aware. Business Associate will, following the discovery of a breach of "**unsecured protected health information**," as defined in 45 C.F.R. § 164.402, notify Covered Entity of such breach within 15 days. The notice shall include the identification of each individual whose unsecured protected health information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such breach. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement.

**13.7. Individual Access.** In accordance with an individual's right to access to his or her own PHI in a designated record set under 45 C.F.R. §164.524 and the individual's right to copy or amend such records under 45 C.F.R. §164.524 and §164.526, Business Associate shall make available all PHI in a designated record set to Covered Entity to enable the Covered Entity to provide access to the individual to whom that information pertains or such individual's representative.

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COMMISSIONER'S COURT REGULAR MEETING  
September 25, 2023**



**ZOLL Medical Corporation**  
269 Mill Road  
Chelmsford, MA 01824-4105  
Federal ID# 04-2711626

Phone: (800) 348-9011  
Fax: (978) 421-0015  
Email: esales@zoll.com

Colorado County EMS  
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- 13.8. Amendment of and Access to PHI.** Business Associate shall make available for amendment PHI in a designated record set and shall incorporate any amendments to PHI in a designated record set in accordance with 45 CFR §164.526 and in accordance with any process mutually agreed to by the parties.
- 13.9. Accounting.** Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to an individual's request for an accounting of disclosures of their PHI in accordance with 45 CFR §164.528. Business Associate agrees to make available to Covered Entity the information needed to enable Covered Entity to provide the individual with an accounting of disclosures as set forth in 45 CFR §164.528.
- 13.10. DHHS Access to Books, Records, and Other Information.** Business Associate shall make available to the U.S. Department of Health and Human Services ("DHHS"), its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity for purposes of determining the Covered Entity's compliance with HIPAA.
- 13.11. Individual Authorizations; Restrictions.** Covered Entity will notify Business Associate of any limitation in its notice of privacy practices, any restriction to the use or disclosure of PHI that Covered Entity has agreed to with an individual and of any changes in or revocation of an authorization or other permission by an individual, to the extent that such limitation, restriction, change, or revocation may affect Business Associate's use or disclosure of PHI.
- 13.12. HITECH Act Compliance.** Covered Entity and Business Associate agree to comply with the amendments to HIPAA included in the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), including all privacy and security regulations issued under the HITECH Act that apply to Business Associate.
- 13.13. Breach; Termination; Mitigation.** If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under this Section 13, Covered Entity and Business Associate shall take any steps reasonably necessary to cure such breach and make Business Associate comply, and, if such steps are unsuccessful, Covered Entity may terminate this Agreement. Business Associate shall take reasonable actions available to it to mitigate any detrimental effects of such violation or failure to comply.
- 13.14. Return of PHI.** Business Associate agrees that upon termination of this Agreement, and if feasible, Business Associate shall (a) return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, that Business Associate has continued to maintain in any form or manner and retain no copies of such information or, (b) if such return or destruction is not feasible, immediately notify Covered Entity of the reasons return or destruction are not feasible, and extend indefinitely the protection of this Section 13 to such PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI not feasible.
- 13.15. De-identified Health Information.** Business Associate may de-identify any and all PHI and may create a "Limited Data Set" in accordance with 45 C.F.R. § 164.514(b) & (e). Covered Entity acknowledges and agrees that de-identified information is not PHI and that Business Associate may use such de-identified information for any lawful purpose. Use or disclosure of a Limited Data Set must comply with 45 CFR 164.514(e).
- 13.16. Survival.** All representations, covenants, and agreements in or under this Section 13 shall survive the execution, delivery, and performance of this Agreement.
- 13.17. Further Assurances; Conflicts.** Each party shall in good faith execute, acknowledge or verify, and deliver any and all documents which may from time to time be reasonably requested by the other party to carry out the purpose and intent of this Section 13. The terms and conditions of this Section 13 will override and control any expressly conflicting term or condition of the Agreement. All non-conflicting terms and conditions of the Agreement shall remain in full force and effect. Any ambiguity shall be resolved in a manner that will permit Covered Entity to comply with HIPAA. For the avoidance of doubt, a limitation on liability in the Agreement does not conflict with this Section 13.
- 13.18. Applicable Law.** The parties acknowledge and agree that HIPAA may be amended and additional guidance or regulations implementing HIPAA may be issued after the date of the execution of this Agreement and may affect the parties' obligations hereunder. The parties agree to take such action as is necessary to amend this Agreement from time in order as is necessary for Covered Entity to comply with HIPAA.

By signing below, the Customer acknowledges and agrees to those terms and conditions. The person signing below represents and warrants that she or he has the authority to bind the Customer to those terms and conditions.

Customer

Signature:

Name:

Ty Prause

Title:

County Judge

Company:

Colorado County

Company Address:

318 Spring St, Suite 104 Columbus, TX 78934

Date:

9/25/2023

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



Colorado County EMS  
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**ZOLL Medical Corporation**

269 Mill Road  
Chelmsford, MA 01824-4105  
Federal ID# 04-2711626

Phone: (800) 348-9011  
Fax: (978) 421-0015  
Email: [esales@zoll.com](mailto:esales@zoll.com)



**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
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Colorado County EMS  
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**SECURITY AGREEMENT**  
**Equipment + Basic**

This Security Agreement, made and entered in this 25 day of September 2023 by and between ZOLL Medical Corporation, located at 269 Mill Rd Chelmsford, MA 01824, (hereinafter "Secured Party") and Colorado County, Texas with headquarters located at 318 Spring St Suite 104 Columbus, TX 78934 and if a legal person or registered, incorporated, formed or otherwise organized in or under the laws of the [state] of TX, (hereinafter "Debtor").

**I CREATION OF SECURITY INTEREST**

In consideration for the extension of credit, Debtor hereby grants a purchase money security interest in, and assigns to the Secured Party, all of Debtors' right, title and interest in, to and under the Collateral described in the first paragraph of Section II below as collateral to security for the payment and performance of all debts, liabilities and obligations of Debtor of any kind whenever and however incurred to Secured Party, including the Obligations (as defined below).

**II COLLATERAL**

The term "Collateral" as used in this Agreement shall mean (a) the equipment described in Exhibit A and (b) all proceeds thereof.

The term "Obligations" as used in this Agreement shall mean and include the indebtedness related to the purchase of the equipment described in Exhibit A.

**III DEBTOR'S OBLIGATIONS**

- A. Debtor warrants and covenants that the Collateral will be held for use, sale or lease in and for Debtor's business and will be kept only at the principal place of business set forth herein (and Debtor's additional address(es) set forth with its signature, if any); Debtor will notify Secured Party in writing fifteen (15) days prior to any of the following:
  - (1) Change(s) or additions to location of any material or substantial portion of the Collateral,
  - (2) Change(s) in location of chief executive offices (if an unregistered entity),
  - (3) Change(s) in state of Incorporation (if a registered entity),
  - (4) Change(s) in state of residence (if an individual),
  - (5) Change(s) in name of Debtor's business.
- B. Debtor covenants that it will notify Secured Party in writing 30 days prior of: its opening of any new places of business, or the closing of any existing places of business, or the change of name or nature of the entity including changes to state of incorporation or state of chief executive offices.
- C. Debtor warrants and covenants that it has good and marketable title to, all its Collateral, and the same are free and clear of all liens and encumbrances other than liens in favor of the Secured Party securing the Obligations.

**IV DEFAULT**

The following shall constitute a default by Debtor:

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*Non-payment:* Failure to pay the principal or any installment of principal or of interest on the indebtedness or any notes when due. In addition, Debtor shall be in default if bankruptcy or insolvency proceedings are instituted by or against the Debtor or if Debtor makes any assignment for the benefit of creditors.

*Breach:* Misrepresentation or misstatement in connection with, noncompliance with or nonperformance of any of Debtor's obligations or agreements under Sections III and VII shall constitute default under this Security Agreement

*Insolvency:* The dissolution, termination of existence, suspension of business, insolvency or business failure of Debtor; or appointment of a receiver, trustee or custodian, for all or any property of Debtor, assignment for the benefit of creditors by Debtor, or the commencement of any proceeding by or against Debtor under any provision of the United States Bankruptcy Code, as amended, or under any other state, federal or other bankruptcy or insolvency law, now or hereafter in effect.

**V SECURED PARTY'S RIGHTS AND REMEDIES**

- A. Secured Party may assign this security agreement, and this agreement shall be binding upon and insure to the benefit of Secured Party's successor and assigns, and:
- (1) If Secured Party does assign this security agreement, the assignee shall be entitled, upon notifying the Debtor, to performance of all Debtor's obligations and agreements under Sections III and VII, and assignee shall be entitled to all of the rights and remedies of Secured Party under this Section V; and
  - (2) Debtor will not assert any claims or defenses he may have against Secured Party or against its assignee except those granted in this security agreement.
- B. Upon Debtor's default, Secured Party, shall have all rights set forth under the Uniform Commercial Code, including, but not limited to Article 9, and may exercise his rights of enforcement under the Uniform Commercial Code in force in the State where the Collateral is located or where the UCC Financing Statement is filed and in conjunction with, in addition to or substitution for those rights, at Secured Party's discretion, may
- (1) Declare all unpaid balances due and payable, notwithstanding otherwise stated maturities; and/or,
  - (2) Waive any default or remedy any default in any reasonable manner without any or all Accounts or other collateral or proceeds, or to sell, transfer, compromise, waiving the default remedied and without waiving any other prior or subsequent default.
- C. The Secured Party may employ agents and attorneys-in-fact in connection herewith and shall not be responsible for the negligence or misconduct of any such agents or attorneys-in-fact selected by it in good faith.

**VI RIGHTS AND REMEDIES OF DEBTOR**

Debtor shall have all the rights and remedies before or after default provided in Article 9 of the Uniform Commercial Code in force in the State of where the Collateral is located or where the UCC Financing Statement is filed. In addition, the Debtor has all rights and remedies and immunities afforded to it as a sovereign, except any waived by virtue of the inclusion of Debtor's obligations set forth in this contract. Debtor shall not assign or transfer its rights or obligations hereunder without the prior written consent of Secured Party and any assignment or transfer made in violation of this sentence shall be void.

**VII ADDITIONAL AGREEMENTS AND AFFIRMATIONS**

- A. Debtor Agrees and Affirms
- (1) That information supplied and statements made by Debtor in any financial or credit statement or application for credit prior to this security agreement are true and correct and,

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



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- (2) Debtor warrants and covenants that it will keep and maintain its business as presently constituted and will advise Secured Party immediately of any change in the name or nature or location thereof and of any fact or occurrence which does, or with lapse of time could, impair Debtor's ability to perform hereunder.
  - (3) Debtor warrants that all locations of collateral and all corporate, partnership, doing business, trade and individual names are listed below the signature line (hereon) are absolutely accurate and complete and that it will give Secured Party at least thirty (30) days prior written notice of any change thereof, addition thereto or deletion there from.
  - (4) That if Debtor is also buyer of the Collateral, there are no express warranties unless they appear in writing signed by the seller and there are no implied warranties of merchantability or fitness for a particular purpose in connection with the sale of the Collateral.
- B. Mutual Agreements**
- (1) "Debtor" and "Secured Party" as used in this security agreement include the heirs, executors or administrators, successors or assigns of those parties.
  - (2) The law governing this secured transaction shall be that of the State where the Collateral is located or where the UCC Financing statement is filed.
  - (3) If more than one Debtor executes the security agreement, their obligations hereunder shall be joint and several.
  - (4) This agreement does not waive Secured Party's rights under any other agreement that Debtor has signed with the Secured Party.
  - (5) Debtor authorizes Secured Party to file a UCC Financing Statement describing the Collateral and appoints Secured Party as Debtor's agent and grants Secured Party limited Power of Attorney to sign UCC forms for the purpose of protecting Secured Party's interest.
- C. Form of Debtor's Business**
- (1) Debtors represents and warrants as follows: Debtor's business is (circle one);
    - a. Registered Organization**      b. Unregistered Organization      c. Individual
  - (a) If a. Registered Organization: State where Incorporation/formed Texas.
  - (b) If b. Unregistered Organization: Location of Business (state) or if more than one place of business, "chief executive office" \_\_\_\_\_.
  - (c) If c. Individual: State or States of Residence (include all states) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.
- **Registered Organizations include:** Includes corporations, limited liability corporations and registered limited partnerships. Governmental Entity
  - **Unregistered Organizations include:** Partnerships.
  - **Individuals Include:** Sole Proprietorships
- D. Further Assurances.**
- (1) Debtor agrees to execute any further documents, and to take any further actions, reasonably requested by Secured Party to evidence or perfect the purchase money security interest granted herein or to effectuate the rights granted to the Secured Party herein.
  - (2) Debtor represents and warrants that Debtor's exact legal name is set forth in the first paragraph of this Security Agreement.

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September 25, 2023**



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- (3) This Agreement is governed by the laws of the Commonwealth of Massachusetts, with the courts therein having exclusive jurisdiction over any disputes between the parties to this Agreement.

**VIII INDEMNITY**

To the extent permitted by law, Debtor hereby agrees to indemnify Secured Party and its affiliates, agents, and attorneys, and to hold them harmless from and against any and all claims, debts, liabilities, demands, obligations, actions, causes of action, penalties, costs and expenses (including reasonable attorneys' fees), of every kind, which they may sustain or incur based upon or arising out of any enforcement of this Agreement or the Obligations; provided that this indemnity shall not extend to damages proximately caused by any indemnitee's own or its representatives' gross negligence or willful misconduct. Notwithstanding any provision in this Agreement to the contrary, the indemnity agreement set forth in this Section shall survive any termination of this Agreement and shall for all purposes continue in full force and effect.

**IX MISCELLANEOUS**

The captions and section headings appearing herein are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this Security Agreement. This Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart. The terms of this Security Agreement may be waived, altered or amended only by an instrument in writing duly executed by Debtor and the Secured Party. In the event that any one or more of the provisions contained in this Security Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Security Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

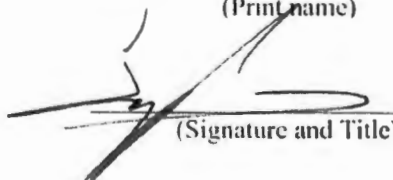
(Signature Page Follows)

IN WITNESS WHEREOF, Debtor has executed this Security Agreement as of the date indicated above.

**DEBTOR NAME**

BY: Ty Prause  
(Print name)

BY: \_\_\_\_\_  
(Print name)

  
(Signature and Title) County Judge

\_\_\_\_\_  
(Signature and Title)

**MINUTES OF THE COLORADO COUNTY  
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**SECURED PARTY NAME**

BY: \_\_\_\_\_  
(Gary Schaefer - Credit Manager)

ACCEPTED at Creditor City, State, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ .

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

- \_\_8. Draw Request 1 and Change Orders 2023-01, 2023-02 and 2023-03 from Mike Darr Construction for Justice of the Peace No. 3 building renovations and repairs. (Neuendorff)

**Commissioner Neuendorff explained the change orders. Change Order 2023-01 was for repair of termite damage and treatment of the building. Change Order 2023-02 was to install a fire alarm system recommended and approved by the city. Change Order 2023-03 was to repair the roof and add new shingles. The total for Draw Request 1 is \$34,060.00.**

**Motion by Commissioner Neuendorff to approve Draw Request 1 and Change Orders 2023-01, 2023-02 and 2023-03 from Mike Darr Construction for Justice of the Peace No. 3 building renovations and repairs; seconded by Commissioner Wessels; 5 ayes 0 nays; motion carried; it was so ordered.**

**(See Attachment)**



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

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**Mike Darr Construction, Inc**

1199 Kansteiner Rd  
Columbus, TX 78934  
(979) 732-7614

## **Change Order**

**Submitted on 09/21/2023**

<b>Change Order for</b>		<b>Change Order #</b>
Colorado County		2023-01
<b>Voting Location</b>		
1117 Travis St	<b>Project</b>	<b>Due date</b>
Columbus, TX 78934	1117 Travis St	9/25/2023

---

**Description**

- Complete Termite Treatment
  - Labor and materials to demo and replace termite damaged wall. Includes haul off.
- 

**CHANGE ORDER AMOUNT:                      \$2,990.00**

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

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**Mike Darr Construction, Inc**

1199 Kansteiner Rd  
Columbus, TX 78934  
(979) 732-7614

**Change Order**

Submitted on 09/21/2023

<b>Change Order for</b>		<b>Change Order #</b>
Colorado County		2023-02
<b>Voting Location</b>		
1117 Travis St	<b>Project</b>	<b>Due date</b>
Columbus, TX 78934	1117 Travis St	9/25/2023

---

**Description**

Labor and materials to include the following:

- 1- Vista 128fb fire alarm panel
- 1- siren/strobe power supply
- 1- 6160 cr keypad
- 1- fire cell communicator
- 2- bg-12 pull stations
- 7 - siren/strobes
- 8- smoke detectors
- 1- heat det
- 110 volt circuit at fire panel

\*\*\*Does not include 1 year monitoring contract. This is available at \$40/month

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**CHANGE ORDER AMOUNT:                      \$11,990.00**

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MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

September 25, 2023

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**Mike Darr Construction, Inc**

1199 Kansteiner Rd  
Columbus, TX 78934  
(979) 732-7614

**Change Order**

Submitted on 09/21/2023

<b>Change Order for</b>		<b>Change Order #</b>
Colorado County		2023-03
<b>Voting Location</b>		
1117 Travis St	<b>Project</b>	<b>Due date</b>
Columbus, TX 78934	1117 Travis St	9/25/2023

---

**Description**

Labor and materials to include the following:

- Removal and haul off of 32 squares of composition shingles
  - Prep and install of new felt paper, drip edge and 32 squares of new 30 yr shingles
- 

**CHANGE ORDER AMOUNT:                    \$10,580.00**

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

**September 25, 2023**

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

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

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

**(See Attachment)**

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

**ROAD USE AGREEMENT BETWEEN  
COLORADO COUNTY AND IRBY Construction Company.**

On this the 7<sup>th</sup> day of September, 2023, Colorado County, herein known as "County", address 400 Spring Street, Rm. 107, Columbus, Texas 78934 and IRBY Construction Company herein known as "IRBY", address 318 Old Hwy 49 South, for mutual consideration agrees as follows: Richland, MS 39218

1. County roads have a weight limit of 58,420 pounds and repeated use of said roads exceeding the weight limit will damage said roads.
2. The State of Texas, through the Highway Commission, can issue overweight permits to allow overweight traffic on county roads.
3. Despite having an overweight permit, IRBY, acknowledges, pursuant to Transportation Code §251.160, that it has a responsibility to repair damage caused to county roads by overweight loads. Specifically, IRBY, agrees to repair damage to the following roads: CR 111 (Bridge), in Commissioner Precinct No. 1.
4. The County and IRBY agree to meet before such overweight traffic begins on county roads to document the condition of the county roads.
5. After the overweight traffic stops, IRBY, agrees to repair the county roads to the condition the roads were in before such overweight traffic began.
6. IRBY, further agrees to make the necessary arrangements for such repairs to county roads within 60 days from the drilling operations being completed.

Authorized Representative for:

IRBY  
[Signature]  
 Signature \_\_\_\_\_ Date 9/11/23  
Jaxxon Grisham  
 Printed Name

Authorized Representative for Colorado County:

Ty Prause, County Judge  
[Signature]  
 Signature \_\_\_\_\_ Date 9-25-23  
Doug Wessels  
 Colorado County Commissioner, Prct. No. 1  
[Signature] 9-27-23  
 Signature of Commissioner Date

ATTEST

[Signature]  
 Kimberly Menke, County Clerk  
 By: \_\_\_\_\_ Deputy



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



MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

September 25, 2023

Bond No.: K41780745

SUPERHEAVY OR OVERSIZE PERMIT BOND

THE STATE OF TEXAS;

COUNTY OF COLORADO: KNOW ALL MEN BY THESE PRESENTS:

That we, Irby Construction Company, of 318 Old Hwy 49 South, Richland MS 39218, as Principal, and Federal Insurance Company, a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the County of Colorado, Texas in the penal sum of One Hundred Thousand Dollars (\$100,000.00) for the first mile and One Hundred Thousand Dollars (\$100,000) each additional mile, to the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators and assigns.

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

NOW, THEREFORE, if the said Principal shall pay to the County of Colorado, Texas any and all damages that may be sustained to any highway as above recited by virtue of the operation of any equipment under the provisions of the law referred to above during a period beginning with the date of this bond and ending August 31, 2024, then this obligation to be null and void, otherwise to remain in full force and virtue of Law.

Dated this the 7 day of September, 2023.

Irby Construction Company

Principal

By Randy Berry  
Randy Berry/Vice President Title



Federal Insurance Company

Surety

Countersigned

By [Signature]

Non - Texas Resident Agent  
Michelle Anne McMahon TX License 2098182

By [Signature]  
Sarah Murtha, Attorney-in-Fact

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

**September 25, 2023**

**CHUBB**

**Power of Attorney**

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

**Know All by These Presents**, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint **Jonathan Gleason, Jennifer Godere, Richard Hackner, Rebecca M. Josephson, Michelle Anne McMahon, Nicholas Miller, Doritza Mojica, Sarah Murtha, Kathryn Pryor, Robyn Salley, Joshua Sanford, Gentry Stewart and Connor Wolpert** of Hartford, Connecticut

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 17<sup>th</sup> day of August 2023.

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

*Stephen M. Haney*

Stephen M. Haney, Vice President



STATE OF NEW JERSEY  
County of Hunterdon ss.

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

Notarial Seal



**Albert Contursi**  
NOTARY PUBLIC OF NEW JERSEY  
No 50202369  
Commission Expires August 22, 2027

*Albert Contursi*  
Notary Public

**CERTIFICATION**

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this September 7th, 2023.



*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS DOCUMENT OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:  
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

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

**September 25, 2023**

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

**IMPORTANT NOTICE**

If you have a problem with a claim or your premiums, call your insurance company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company. If you don't, you may lose your right to appeal.

To get information or file a complaint with CHUBB:

Call Toll-free: **1-800-36-CHUBB**

Mail: Eastern Claim Service Center  
600 Independence Parkway  
Chesapeake, VA 23320  
Attn: Surety Support

Phone: 800-252-4670      Fax: 800-664-5358  
Email: [ecsc.claims@chubb.com](mailto:ecsc.claims@chubb.com)

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

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

**AVISO IMPORTANTE**

Si tiene un problema con un reclamo o las primas, llame primero a la empresa de seguros. Si no puede resolver el problema, el Departamento de Seguros del estado de Tejas puede ayudar.

Si registra una queja con el Departamento de Seguros del estado de tejas, tambien debe presentar una queja o apelacion a traves de su compania de seguros. Si no lo hace puede perder su derecho de apelar.

Para obtener informacion o registro de una queja con CHUBB:

Llame al: **1-800-36-CHUBB**

Correo: Eastern Claim Service Center  
600 Independence Parkway  
Chesapeake, VA 23320  
Attn: Surety Support

Telefono: 800-252-4670      Fax: 800-664-5358  
Correo electronico: [ecsc.claims@chubb.com](mailto:ecsc.claims@chubb.com)

Para ayuda con una pregunta de seguros o registrar una queja con el estado:

El Departamento de Seguros del Estado de Tejas  
Preguntas: 1-800-252-3439  
Quejas: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
Correo electronico: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)  
Correo: MC-111-1A, P.O. Box 149091  
Austin, TX 78714-9091



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

**September 25, 2023**

- \_10. Authority to advertise for bids to construct bridge on Zimmerscheidt Road at Paasch Creek, Precinct No. 3. (Neuendorff)

**Commissioner Neuendorff explained this bridge would replace a failing low water crossing.**

**Motion by Commissioner Neuendorff to authorize to advertise for bids to construct bridge on Zimmerscheidt Road at Paasch Creek, Precinct No. 3; seconded by Commissioner Gertson; 5 ayes 0 nays; motion carried; it was so ordered.**

**(See Attachment)**

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

**September 25, 2023**

**Bid Invitation**

Colorado County is accepting sealed bids for the furnishing of all materials, tools, services, labor, equipment, supervision, and incidentals required for the construction of a BRIDGE ON ZIMMERSCHEIDT ROAD @ PAASCH CREEK, Precinct No. 3. Inquiries should be directed to County Commissioner Keith Neuendorff (979) 732-3270.

Specifications to be obtained from the Office of the County Judge, Colorado County Courthouse, 400 Spring Street, Room 107, Columbus, Texas 78934 or online at [www.cc.colorado.tx.us](http://www.cc.colorado.tx.us) under Bid Opportunities. Sealed bids will be accepted in the Office of the County Judge, Colorado County Courthouse, 400 Spring Street, Room 107, Columbus, Texas 78934 until October 16, 2023 at 2:00 p.m., and at that time will be publicly opened in Room 101 of the Colorado County Courthouse. Colorado County reserves the right to reject any and or all bids or to accept any bid advantageous to the County.

**TO BE PUBLISHED IN THE SEPTEMBER 28 & OCTOBER 5 ISSUES OF THE BANNER PRESS**

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

**September 25, 2023**

COLORADO COUNTY BID 23-100

**COLORADO COUNTY REQUESTS BIDS FOR  
BRIDGE ON  
ZIMMERSCHEIDT RD @ PAASCH CREEK**

**ISSUED BY: THE COLORADO COUNTY COMMISSIONERS' COURT**

Sealed bids, subject to the Terms and Conditions of this Invitation for Bids, for BRIDGE ON ZIMMERSCHEIDT RD @ PAASCH CREEK, as described in the attached specifications, will be received in the Office of the County Judge, Colorado County Courthouse, 400 Spring St, Room 107 Columbus, Texas 78934 until 2:00 p.m. on October 16, 2023. Bids received after the specific time will be returned unopened.

\_\_\_\_\_  
LEGAL NAME OF CONTRACTING COMPANY

\_\_\_\_\_  
FEDERAL I.D.# (Company or Corporation)

\_\_\_\_\_  
SOCIAL SECURITY # (Individual)

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
FASCIMILE NUMBER

\_\_\_\_\_  
CONTACT PERSON

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
COMPLETE MAILING ADDRESS

\_\_\_\_\_  
CITY & STATE

\_\_\_\_\_  
ZIP CODE

\_\_\_\_\_  
COMPLETE STREET ADDRESS

\_\_\_\_\_  
CITY & STATE

\_\_\_\_\_  
ZIP CODE

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

**September 25, 2023**

COLORADO COUNTY BID 23-100

**A. SCOPE:**

It is the intent of the County of Colorado to contract for only materials, equipment, tools, services, labor and supervision necessary to construct bridge on BRIDGE ON ZIMMERSCHEIDT RD @ PAASCH CREEK as specified herein.

**B. POINT OF CONTACT:**

Point of contact will be Colorado County Commissioner Keith Neuendorff, 979-732-3270

**C. BID FORM COMPLETION:**

**Fill out, initial each page, SIGN CONTRACT SHEET, and return to the Colorado County Judge one (1) complete bid form. An authorized representative of the bidder must sign the contract sheet. The contract will be binding only when signed by the County Judge, Colorado County and a purchase order authorizing the item(s) desired has been issued.**

**D. COMPLETION TIME AND PAYMENT:**

1. The county shall pay the Contractor in current funds for the Contractor's performance of the contract the contract sum, as stated herein, after receipt of notice to proceed and a purchase order issued by the County of Colorado.

2. Based upon Applications for Payment submitted to Commissioner Neuendorff the county shall make progress payments on account of the contract sum to the Contractor as provide below and elsewhere in the contract documents.

- a. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.
- b. Provided an Application for Payment is received by the County Treasurer, payment shall be made by the county within 30 days after the County Treasurer receives the application for payment.
- c. Application for Payment shall indicate the percentage of completion of each portion of the work as of the end of the period covered by the Application for Payment.
- d. Subject to the provisions of the contract documents, the amount of each progress payment shall be computed as follows:
  1. Take that portion of the contract sum properly allocable to completed work less retainage of ten percent (10%).
  2. Add that portion of the contract sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the complete construction (or, if approved by the county, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%).
  3. Subtract the aggregate of previous payments made by the county.
  4. The progress payment amount determined in accordance with Paragraph 2 b., above shall be further modified under the following circumstances:

Add, upon substantial completion of the work, a sum sufficient to increase the total payment

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

**September 25, 2023**

COLORADO COUNTY BID 23-100

**D. COMPLETION TIME AND PAYMENT: (cont'd)**

one hundred percent (100%) of the contract sum, less such amounts as the county's representative shall determine for incomplete work and unsettled claims.

5. Final payment, constituting the entire unpaid balance of the contract sum, shall be made by the county to the Contractor when the contract has been fully performed by the Contractor.

**E. REFERENCES:**

All bidders must submit, **WITH BID**, at least three (3) references from clients for whom a project similar to that specified herein has been successfully accomplished. References must include clients name, contact person and telephone number.

**F. ADDENDA:**

No interpretation of the meaning of the drawings, specifications or other bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Commissioners Keith Neuendorff, 1501 FM 109, New Ulm, TX 78950, 979-732-3270.

**G. BID BOND:**

All bidders must submit, **WITH BID**, a cashier's check or certified check for five percent (5%) of the total bid price, payable to the order of the County of Colorado or a Bid Bond in the same amount issued by a surety, acceptable to the County of Colorado, authorized to do business in the State of Texas, as a guarantee that the Bidder will do the work described herein at the rates stated herein. Unsuccessful bidders' cashier's check or certified check will be returned only after a written request to do so is received by the Colorado County Auditor.

**H. PERFORMANCE AND PAYMENT BONDS:**

In the event the total accepted bid price exceeds \$25,000 the successful bidder must provide to the Office of the County Auditor, a performance bond and a payment bond, each in the amount of 100% of the total contract sum within ten (10) calendar days after receipt of notification of bid award. Such bonds shall be executed by a corporate surety duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue surety bonds with a Best Rating of "A" or better. COLORADO COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY SURETY COMPANY PROPOSED BY THE BIDDER. IN THE EVENT COLORADO COUNTY REJECTS THE PROPOSED SURETY COMPANY, THE BIDDER WILL BE AFFORDED FIVE (5) ADDITIONAL DAYS TO SUBMIT THE REQUIRED BONDS ISSUED BY A SURETY COMPANY ACCEPTABLE TO COLORADO COUNTY.

**I. POWER OF ATTORNEY:**

An Attorney-in-fact who signs a bid bond, performance bond or payment bond must file with each bond a certified and effectively dated copy of his or her power of attorney.

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

COLORADO COUNTY BID 23-100

**J. INSURANCE:**

1. All bidders must submit, **WITH BID**, a certificate of insurance indication coverage in the amounts stated below. In lieu of submitting a certificate of insurance, bidders may submit, **WITH BID**, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to the county, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the Contractor named therein, if successful, upon award of this contract.
2. The successful bidder shall obtain at its sole expense, and shall submit to the office of the County Auditor, certificates of insurance satisfactory to the county, naming the county, the Contractor and its employees as insured.
  - a. Workers Compensation: See Worker's Compensation Insurance Coverage Statement at Enclosure#4.
  - b. Employer's Liability: \$500,000
  - c. General liability including:
    1. Premises/Operations
    2. Products/Completed Operation
    3. Contractual
    4. Owner's Protective
    5. Personal Injury/Advertising Liability
    6. Mobile EquipmentGeneral liability limits shall be equal to or greater than:
    1. \$100,000 Bodily Injury per person. 300,000 Bodily Injury per occurrence.  
\$100,000 Property Damage per occurrence; or,
    2. \$500,000 Bodily Injury and Property Damage combined, two limit.Specify annual aggregate, if any. The minimum available annual aggregate for the purposes of this Agreement shall be \$1,000,000. Claims-made policies shall not be acceptable. All policies shall be occurrence basis.
  - d. Automobile Liability:

All owned, non-owned or hired vehicles must be covered. Liability limits shall be greater than or equal to:

    1. \$100,000 Bodily Injury per person. \$300,000 Bodily Injury per occurrence.  
\$100,000 Property Damage per occurrence; or,
    2. \$500,000 Bodily Injury and Property Damage combined, two limit.
  - e. Excess Liability Coverage shall be greater than or equal to \$1,000,000 combined, two limit. Specify aggregate, if any.
3. Contractor shall not commence any portion of the work under this Agreement until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by the county.
4. No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior, written notification to the county.
5. Approval of the insurance by the county shall not relieve or decrease the liability of the Contractor.

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

COLORADO COUNTY BID 23-100

**K. INDEMNIFICATION:**

Contractor agrees to indemnify, defend and hold the county harmless from each and every claim, demand, suit, action, proceeding, lien or judgment caused by or arising out of, directly or indirectly, or in connection with the acts and omissions of Contractor pursuant to this Agreement.

1. Contractor shall timely report all such matters to the county and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month, provide the county with a written report on each such matter covered by this paragraph and by paragraph 2 below, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the county required by Contractor in the defense of each matter.
2. The county shall timely forward to Contractor copies of any and all claims, demands, suits, actions, proceedings or judgments which it may receive and which it may contend is covered by this section. Thereafter, the county shall fully cooperate with Contractor in its defense of each such matter.
3. Contractor's duty to defend, indemnify and hold the county harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of this Agreement unless otherwise agreed by the county in writing. The provisions of this section shall survive the termination of the Agreement and shall remain in full force and effect with respect to all such matters no matter when they arise.
4. In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Contractor, Contractor shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Contractor are not at issue in the matter. In such event, the county shall promptly reimburse Contractor for its costs of defense.
5. In the event that any such matter being so defended by Contractor also involves any claim of negligence or wrongful action by the county, the county shall have the obligation to participate in the defense of the matter through separate counsel.
6. Contractor shall have full authority to resolve all matters being defended by it providing such settlement(s) shall not involve any findings adverse to the county or and shall not involve or require any payments or contributions by the county.
7. In the event of any final judicial determination or award of any matter covered by this section the county shall be responsible to third parties, pro rata, for any negligence determined to have been caused by the county.
8. Contractor's indemnification shall cover, and Contractor agrees to indemnify the county, in the manner provided for and to the extent described above, in the event the county is found to have been negligent for having selected Contractor to perform the work described in this Agreement.
9. The provision by Contractor of insurance shall not limit the liability of Contractor under this Agreement.

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

COLORADO COUNTY BID 23-100

**K. INDEMNIFICATION: (cont'd)**

10. Contractor shall cause all Trade Contractors and any other Contractor who may have a contract to perform construction or installation work in the area where work will be performed under this Agreement, to agree to indemnify the county and to hold it harmless from all claims for bodily injury and property damage that arise from said Contractor's operations. Such provisions shall be in form satisfactory to the county.

11. Loss Deduction Clause--The county shall be exempt from, and in no way liable, for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Contractor and/or Trade Contractor providing such insurance.

**L. PREVAILING WAGES:**

Prevailing wage requirements of Art. 5159a Vernon's Texas Civil Statutes apply.

**M. PERMITS:**

It shall be the sole responsibility of the successful bidder to obtain all required permits.

**N. CONTRACTOR'S RESPONSIBILITY FOR WORK:**

1. The Contractor shall supervise and direct the work and shall be solely responsible for all construction methods, techniques, procedures and coordination of the work under this contract.
2. The Contractor shall employ a competent Superintendent who shall be in attendance at the Project Site during the progress of the work. The Superintendent shall be satisfactory to the county and shall not be changed except with the approval of the county.
3. The Contractor shall be responsible for initiating, maintaining and supervising safety precautions in connection with the work. He shall obtain approval for the location of the equipment, supplies and construction access during the work.
4. The Contractor shall take all reasonable precautions necessary for the safety of, and protective procedures to prevent damage, injury or loss to:
  - a. All employees of the work and all other persons who may be affected thereby.
  - b. All the work and all materials to be incorporated therein, whether all storage on or off the site.
  - c. All property at the sites and adjacent thereto including trees, shrubs, lawn walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
5. **Materials and Workmanship:** All work shall be executed in accordance with the contract documents, complete in all parts and in accordance with approved practices and customs, and of the best finish and workmanship. Unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be new.



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

**September 25, 2023**

COLORADO COUNTY BID 23-100

**N. CONTRACTOR'S RESPONSIBILITY FOR WORK: (cont'd)**

6. Test specimens of the various materials may be requested by the county at any time. The test specimens shall be furnished by the Contractor and test will be made by the county at the expense of the county.

7. All manufacturer products certifications required by the specifications shall be numbered consecutively, dated and submitted to the county as required.

8. **Removal of Defective Work:** If any materials provided under this Contract are condemned as not conforming with the requirements of the contract documents by Commissioner Reynolds, the Contractor shall, within a reasonable time after having received notice from the County Judge to that effect, proceed to remove from the project site all condemned materials, whether worked or not worked and to take down all portions of the work which have been condemned as unsound or improper or is in any way failing to conform to the specifications and Contractor shall make good all work damaged or destroyed thereby, including all adjacent work damaged thereby.

9. **Cleaning:** As directed by the county, the Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by the work under this contract. Upon completion of the work, the Contractor shall have the premises in a neat and clean condition.

10. The Contractor shall take particular notice of the following provisions: All employees shall wear hard hats at all times while on the construction project.

11. The county expressly disavows any responsibility for the safety of the Contractor's employees, agents, officers, subcontractors, licensees and guests.

**O. TERMINATION:**

1. The county may terminate the contract if the Contractor:

- a. Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials.
- b. Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractor.
- c. Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction.
- d. Otherwise is guilty of substantial breach of a provision of the contract documents.

2. When any of the above reasons exists, the county may, without prejudice to any other rights or remedies of the county and after giving the Contractor and the Contractor's surety, if any, seven days' written notice terminate employment of the Contractor and may, subject to any prior rights of the surety:

- a. Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor.
- b. Finish the work by whatever reasonable method the county may deem expedient.

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**O. TERMINATION (cont'd):**

3. When the county terminates the contract for one of the reasons stated in this section, the Contractor shall not be entitled to receive further payment until the work is finished. Therefore, the Contractor shall be promptly paid for all work actually and satisfactorily completed.

**P. SUSPENSION BY THE OWNER FOR CONVENIENCE:**

1. The county may, without cause, order the Contractor in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the county may determine.

2. An adjustment shall be made for increase in the cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent.

- a. That performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible.
- b. That an equitable adjustment is made or denied under another provision of this contract.

3. Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

**Q. TAX EXEMPT:**

Texas Sales and Use Taxes: The County of Colorado is exempt from state and local sales and use taxes under Section 151.309 of the Texas Tax Code. This Contract is deemed to be a separate contract for Texas tax purposes, and as such, the county hereby issues its Texas Exemption for the purchase of any items qualifying for exemption under this agreement. Contractor is to issue its Texas Resale Certificate to vendors and subcontractors for such items qualifying for this exemption, and further, contractor should state these items at cost.

**R. ENCLOSURES:**

The following being incorporated herein by reference for all purposes as though fully set forth herein word for word.

- 1. Enclosure #1--General Requirements.
- 2. Enclosure #2--Purchase Order Terms and Conditions.
- 3. Enclosure #3--Worker's Compensation Insurance Coverage.
- 4. Enclosure #4--Technical Specifications and Drawings.

**TOTAL BID PRICE TO ACCOMPLISH PROJECT ON BRIDGE ON ZIMMERSCHEIDT RD @ PAASCH CREEK:**

LABOR:	\$ _____
MATERIALS:	\$ _____
TOTAL BID :	\$ _____

All work required in this invitation for bids will be completed within \_\_\_\_\_ calendar days after issuance of a purchase order by the County of Colorado.

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**CONTRACT SHEET**

**THE STATE OF TEXAS  
COUNTY OF COLORADO**

This memorandum of agreement made and entered into on the \_\_\_\_ day of \_\_\_\_\_ 2023, by and between the County of Colorado in the State of Texas (hereinafter designated County), acting herein by the County Judge, Ty Prause, by virtue of an order of Colorado County Commissioners' Court, and \_\_\_\_\_ (company name) (hereinafter designated Contractor).

**WITNESSETH:**

The Contractor and the county agree that the bid and specifications for a roadway bridge which are hereto attached and made a part hereof, together with this instrument shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the county agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Colorado, Texas this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

Colorado County, Texas

By: \_\_\_\_\_  
County Judge

By: \_\_\_\_\_  
Contractor

Purchase Order No. \_\_\_\_\_

Contract is not valid until this certificate is signed and purchase order issued.

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**GENERAL REQUIREMENTS**

**VENDOR INSTRUCTIONS:**

**READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.**

General Requirements apply to all advertised bids, however, these may be superseded, whole or in part, by the SCOPE, SPECIAL REQUIREMENTS, SPECIFICATIONS, SPECIAL SPECIFICATIONS OR OTHER DATA CONTAINED HEREIN.

**GOVERNING LAW**

Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that the County of Colorado may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

**BID FORM COMPLETION**

Fill out, SIGN, and return to the Colorado County Judge ONE (1) complete bid form. An authorized representative of the bidder must sign the contract sheet. The contract will be binding only when signed by the County Judge, Colorado County and a purchase order authorizing the item(s) desired has been issued.

**BID RETURNS**

Bidders must return all completed bids to the Colorado County Judge no later than 2:00 p.m. on the date specified, clearly marked "Bridge, ZIMMERSCHEIDT RD @ PAASCH CREEK". Late bids will not be accepted. Bids must be submitted in a sealed envelope, so contents are not visible, addressed as follows:

**COMMISSIONERS' COURT OF COLORADO COUNTY  
Attn: Ty Prause, Colorado County Judge  
400 Spring St. Rm 107  
Columbus, Texas 78934**

**GOVERNING FORMS**

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the County of Colorado's interpretation shall govern.

**ADDENDUMS**

When specifications are revised, the Colorado County Judge will issue an addendum addressing the nature of the change. Bidders must sign and include it in the returned bid package.

**HOLD HARMLESS AGREEMENT**

Contractor shall indemnify and hold the County of Colorado harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the county upon request.

**WAIVER OF SUBROGATION**

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County of Colorado as an indirect party to any suit arising out of personal or property damages resulting from bidders' performance under this agreement.

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**SEVERABILITY**

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

**BONDS**

If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's check will not be accepted.

**TAXES**

The County of Colorado is exempt from all federal excise, state and local taxes unless otherwise stated in this document. The County of Colorado claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Colorado County Treasurer.

**FISCAL FUNDING**

A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to the County of Colorado. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

**PRICING**

Pricing for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.

**SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

**SUPPLEMENTAL MATERIALS**

Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts, which may affect the evaluation, and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

**MATERIAL SAFETY DATA SHEETS**

Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County AND using departments, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the County of Colorado. Failure of the bidder to maintain such a file, will be cause to reject any bid applying thereto.

ENCLOSURE #2 (NOV 96)

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**NAME BRANDS**

Specifications may reference name brands and model numbers. It is not the intent of the County of Colorado to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. The County of Colorado shall act as sole judge in determining equality and acceptability of products offered.

**EVALUATION**

Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the county. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Colorado County Auditor and are presented to the Colorado County Commissioners' Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. **Pricing is NOT the only criteria for making a recommendation.** The County of Colorado reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.

**INSPECTIONS**

The County of Colorado reserves the right to inspect any item(s) or service location for compliance with specifications, requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the county can reject the bid as inadequate.

**TESTING**

The County of Colorado reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.

**DISQUALIFICATION OF BIDDER**

Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to the County of Colorado certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engages in such line of business. Any or all bids may be rejected if the county believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids are withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn, however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

**AWARDS**

The County of Colorado reserves the right to award this contract on the basis of **LOWEST AND BEST BID** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners' Court and present evidence concerning his responsibility.

**ASSIGNMENT**

The successful vendor may not assign, sell or otherwise transfer this contract without written permission of the Colorado County Commissioners' Court.

**TERM CONTRACTS**

If the contract is intended to cover a specific time period, said time will be given in the specifications under SCOPE. ENCLOSURE #1 (NOV 96)

**MAINTENANCE**

Maintenance required for equipment bid should be available in the County of Colorado by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If the County of Colorado opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

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**CONTRACT OBLIGATION**

Colorado County Commissioners' Court must award the contract and the County Judge must sign the contract before it becomes binding on the County of Colorado or the bidders. Department heads are NOT authorized to sign agreements for the County of Colorado. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

**IRREVOCABLE STATEMENT**

All submitted bids shall be irrevocable for a period of 30 days.

**CONTRACT EXTENSIONS**

Extensions may be made ONLY by written agreement between the County of Colorado and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.

**TERMINATION**

The County of Colorado reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to

and not in lieu of any other remedies which the County of Colorado may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to the County of Colorado's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.

**RECYCLED MATERIALS**

The County of Colorado encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. The County of Colorado will be the sole judge in determining product preference application.

ENCLOSURE #1 (NOV 96)

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**GENERAL SPECIFICATIONS**

**PROJECT ON  
BRIDGE ON ZIMMERSCHEIDT RD @ PAASCH CREEK  
INCLUDING**

**CONSTRUCTION AND ERECTION SPECIFICATIONS**

**FOR**

**COLORADO COUNTY COMMISSIONERS' COURT  
KEITH NEUENDORFF, PRECINCT #3**



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**BRIDGE ON ZIMMERSCHEIDT RD @ PAASCH CREEK**

**I. GENERAL CONSIDERATIONS**

**A. DEFINITIONS:**

Whenever used in the specifications or on the drawings, the following meaning shall be given the terms herein defined.

1. "Owner"- County of Colorado, Texas
2. "General Contractor"
3. "Plans"- Design, construction plans and specifications, prepared and furnished by Paul Malek, M.B.C. Management.

**B. WORKMANSHIP AND MATERIALS:**

1. Contractor shall do this work in accordance with the drawings and specifications and in the best and most workmanlike manner by qualified, careful and efficient workers, in strict conformity with the best accepted practices of each craft concerned, and at all times workmanship shall be subject to inspection and approval of the Owner.
2. All material used shall be of top quality and meet with the specified strengths, subject to the inspection and approval of the Owner.
3. Application for minor changes for improving architectural treatment or utilization of available materials shall be made to the Owner.
4. Structural steel connections shall be full strength welded joints and welding shall be done in accordance with American Welding Society requirements, except where shown otherwise or specified otherwise by the Owner.

**C. DRAWINGS AND SPECIFICATIONS:**

1. If a conflict occurs between information on the drawings and information in the specifications, the drawings shall apply unless it is clearly indicated otherwise.
2. Any work called for on the drawings, and not mentioned in the specifications, or vice versa, shall be furnished as though fully set forth in both.
3. Work not particularly detailed, marked or specified shall be the same as similar parts that are detailed, marked or specified.
4. Should an error appear on the drawings or in the specifications, or in the work done by others affecting this work, the Contractor shall notify the Owner at once and proceed according to the Owner's instructions. If the Contractor proceeds with work affected without, or contrary to, the Owner's instructions, he shall (at the Owner's discretion) repair, replace, or make adequate restitution for any resulting damage or defects. This includes typographical errors in the specifications, and notational errors on the drawings where doubtful of interpretation.

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**D. USE OF PREMISES:**

1. The Contractor shall confine his apparatus, storage of materials and construction operations to the limits of the right of way. Any other construction easement or storage easement must be obtained by Contractor.
2. The Contractor shall not load or permit any part of the structure to be loaded to such an extent as to endanger its safety.
3. The Contractor shall enforce any instructions of the Owner regarding signs, advertising, fires, danger signals, and barricades.

**II. LAYOUT**

The owner shall employ competent personnel to lay out all center lines and to set whatever stakes, batter boards and bench marks which in the opinion of the Judge are necessary. The Commissioner may require the Contractor to check all measurements and levels as often as he deems advisable. Before starting the work, the Owner shall verify all lines and levels given on the drawings, and if any discrepancies appear they shall be reported to the Owner at once. The Contractor shall be held responsible for the maintenance of all levels, lines and grades involved in his work.

**III. DESIGN AND LOADING CONSIDERATIONS**

**A. DIMENSIONS:**

1. The bridge deck shall be 75 feet long.
2. The bridge shall have two lane and 28 feet of clearance between rails.

**B. LOADING:**

1. Design load bearing capacity of soil under footings is taken from information shown on the soil test reports furnished by Owner to the Contractor, or by field tests made on foundation excavation by the Contractor.
2. The load carrying capacity shall include the following:
  - a. Dead load weight of the bridge.
  - b. Forces impose laterally by wind and other natural elements.
  - c. Impact considerations.
  - d. Live load imposed by vehicular traffic (to match HS20 Highway loading).
  - e. Provisions to suit temperature changes.

**IV. MISCELLANEOUS**

- A. **SANDBLASTING-** Where existing steel shapes are used, sandblast metal to SSPC-SP 10, near white metal, using #4 sand. Remove all visible oil, grease, dirt, dust, milscale, rust, paint, oxides, corrosion products, and other foreign matter. Primer coat shall be applied the same day the sandblasting is done.

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- B. PAINTING- Exposed metal surfaces shall be painted with Inorganic Zinc Primer, Sherwin Williams Zinc Clad 1 (or equal) in accordance with directions and supervision of the Commissioner.
- C. EXISTING BRIDGE- Contractor shall dismantle existing bridge and stack old bridge materials on side of bridge approach. County shall be responsible for disposal of old bridge materials.
- D. EXCAVATION- Contractor to provide all excavation necessary to install new bridge. Excavated material not used for backfill shall be removed from site by county.
- E. BACKFILL- If extra backfill is necessary, county shall provide suitable backfill material.
- F. CREEK CHANNEL- Contractor will excavate channel of creek at bridge area only. If rip rap is necessary in channel, county shall provide and install rip rap.

**END OF SECTION**

**SECTION 01005- SUMMARY OF WORK**

**Descriptive Summary of the Work:** Removal of existing bridge and construction of new bridge.

**Identification:** BRIDGE ON ZIMMERSCHEIDT RD @ PAASCH CREEK

**Contract Documents:** Requirements of the work are contained in the contract documents, and include cross-references herein to published information, which is not necessarily bound therewith.

**Listing, Acceptance, Requirements:** Refer to the individual work sections of specifications and other contract documents for requirements of work to be performed as "Alternates". Refer to Contract for indication of which Alternates (as listed in Instructions to Bidders) have been accepted or will be considered for acceptance during construction. Accepted Alternates are in full force and effect, as though included originally in base bid. Each must be completely integrated and coordinated with surrounding work.

**Cutting and Patching:**

**Structural Work:** Do not cut-and-patch structural work in a manner resulting in a reduction of load-carrying capacity or load/deflection ratio. Submit proposal and request and obtain Owner's approval before proceeding with cut-and-patch of structural work.

**Operational/Safety Limitations:** Do not cut-and-patch operational elements and safety components in a manner resulting in decreased performance, shortened useful life, or increased maintenance. Submit proposals and requests and obtain Owner's approvals before proceeding with cut-and-patch of structural work.

**Visual/Quality Limitations:** Do not cut-and-patch work exposed to view (exterior and interior) in a manner resulting in noticeable reduction of visual qualities and similar qualities, as judged by Owner.

**Limitation of Approvals:** Owner's approval to proceed with cutting and patching does not waive right to later

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require removal/replacement of work found to be cut-and-patched in an unsatisfactory manner, as judged by Owner.

**END OF SECTION**

**SECTION 01205- PROCEDURES AND CONTROLS**

**Administration and supervision:**

**Coordination:** Coordinate various elements of the work and entities engaged to perform work; and coordinate the work with existing facilities/conditions, and with work by separate contractors (if any) and by Owner.

**Surveying/Recording:**

**General:** Working from established lines and levels at or near project site, establish and maintain dependable markers for lines and levels of the work, including markers for each story of construction. Calculate dimensions and measure for layout of work; do not scale the drawings. Maintain surveyor's log of layout work. Record deviations (if any) from drawing information on existing conditions, and review with owner at time of discovery.

**Inspections and Testing:**

**General:** Provide required inspection and testing services specified to be by independent agencies, where not indicated specifically as Owner's responsibility (this provision supplements General Conditions). Neither inspection-and-test results nor failure thereof to disclose deficiencies relieves Contractor of responsibility to comply with requirements of contract documents. Provide services to inspection and testing agencies (Owner's and Contractor's), including taking and delivery of samples, patching work and similar assistance. Require engaged agencies to perform indicated testing and submit reports promptly; and to report significant observations having an important bearing on the work, to the Owner by the most expeditious means possible.

**Preparation for Installation:**

**Pre-Installation Conference:** Prior to starting installation of each major component of the work, hold a pre-installation conference, attended by each entity involved or affected by planned installation.

Review significant aspects of requirements for the work. Record discussion and distribute as plan of action. Pre-installation conferences are specifically required for (but not limited to) the following installations:

Foundation work in completed excavations.

**Anchor work securely** in place, properly located by measured line and level, organized for best possible uniformity, visual effect, operational efficiency, durability, and similar benefit to Owner's use. Isolate non-compatible materials from contact, sufficiently to prevent deterioration.

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**Cleaning and Protection:**

**General:** Clean each element of work at time of installation. Provide sufficient maintenance and protection during construction to ensure freedom from damage and deterioration at time of substantial completion.

**END OF SECTION**

**SECTION 01505- TEMPORARY FACILITIES**

**General Definitions:**

**Refer to General Conditions** for basic commitments to provide temporary facilities. This section specifies certain minimum temporary facilities to be provided, regardless of methods and means selected for performance of the work, but not by the way of limitation and not assured for compliance with governing regulations. Use of alternate temporary facilities is Contractor's option, subject to Owner's acceptance. Temporary facilities are defined to exclude tools and construction machines, testing, demolition, alterations, soil borings, mock-ups and similar items.

**Costs:** Except as otherwise indicated, costs associated with temporary facilities are Contractor's (in Contract Sum), including power/fuel/water usage until time of substantial completion for each major area of project. Temporary facilities remain property of Contractor.

**Temporary Support Facilities:**

**General:** Provide facilities and services as may be needed to properly support primary construction process and meet governing regulations. Do not use permanent facilities except as otherwise indicated, and except after time of substantial completion.

**Toilets:** Where permitted by governing regulations, provide single-occupant, self-contained units; glass fiber reinforced polyester enclosure; equipped with both urinal and stool fixtures. Supply units with tissue and, where not located near separate wash facilities, supply with wet-type hand towels and wash containers. Locate units so that personnel with travel no more than 300'.

**Security and Protection:**

**General:** Provide facilities and services as necessary to effectively protect from losses and persons from injury during the course of construction.

**Barricades:** County will provide and maintain barricades at hazardous locations; complete with signs, general lighting, warning lights and similar devices where appropriate or required by regulations.

**Environmental Protection:** Review exposure to possible environmental problems, with Owner. Establish procedures and discipline among tradesmen and provide needed facilities which will protect against environmental problems (pollution of air, water and soil, excessive noise, and similar problems).

**END OF SECTION**

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**SECTION 01705- PROJECT CLOSEOUT**

**General Definitions:**

The provisions of this section apply primarily to closeout of actual physical work, not to administrative matters such as final payment and changeover of insurances. Closeout requirements relate to both final completion and substantial completion of work, and apply to individual portions of completed work as well as the total work. Specific requirements in other sections have precedence over general requirements of this section.

**Procedures at Substantial Completion:**

**Prerequisites:** Comply with General Conditions and complete the following before requesting Owner's inspection of the work, or designated portion thereof, for substantial completion:

Complete final cleaning, and remove temporary facilities and tools.

**Inspection Procedures:** Upon receipt of Contractor's request, Owner will either proceed with inspection or advise Contractor of prerequisites not fulfilled. Following initial inspection, Owner will either prepare certificate of substantial completion or advise Contractor of work which must be performed prior to issuance of certificate; and repeat inspection when requested and assured that work has been substantially completed. Results of completed inspection will form initial "punch-list" for final acceptance.

**Procedures at Final Acceptance:**

**Re-inspection Procedure:** Upon receipt of Contractor's notice that work has been completed, including punch-list items resulting from earlier inspections and accepting incomplete items delayed because of acceptable circumstances. Owner will re-inspect work. Upon completion of re-inspection, Owner will either recommend final acceptance and final payment, or advise Contractor of work not completed or obligations not fulfilled as required for final acceptance. If necessary, procedure will be repeated.

**Record Documentation:**

**Record Drawings:** Maintain a complete set of blue/black-line prints of contract drawings and shop drawings for record mark-up purposes throughout the Contract Time. Mark-up drawings during course of the work to show changes and actual installation conditions, sufficient to form a complete record for Owner's purposes. Give particular attention to work, which may require servicing or replacement during life of project. Require entities marking prints to sign and date each mark-up. Bind prints into manageable sets, with durable paper covers, appropriately labeled.

**Final Cleaning:** At closeout time, clean or re-clean entire work to normal level for "first class" maintenance/cleaning of building projects of a similar nature. Remove non-permanent protection and labels,

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touch-up minor finish damage, remove debris and broom-clean non-occupied spaces, sweep and wash paved areas, police yards and grounds, and perform similar cleanup operations needed to produce a "clean" condition as judged by Owner.

**END OF SECTION**

**SECTION 022110- SITE CLEARING**

**Protections:** Provide temporary fences, barricades, coverings, or other protections to preserve existing items indicated to remain and to prevent injury or damage to persons or property. Apply protections to adjacent properties as required.

Restore damage work to condition existing prior to start of work, unless otherwise directed.

**Do not interfere** with normal traffic on roads, streets, walks, and other adjacent occupied or used facilities. Provide alternate routes around closed or obstructed traffic ways as required by governing regulations.

**Demolition:** Includes complete wrecking of structures and removal and disposal of demolished materials from site. Comply with applicable codes and ordinances of authorities having jurisdiction concerning demolition operations.

**Salvable items** may be removed after demolition work starts; storage or sale on site of removed items will not be permitted.

**Control air pollution** caused by dust and dirt; comply with governing regulations.

**Fill below-grade areas** and void resulting from demolition operations. Use satisfactory soil materials, placed in 6" deep horizontal layers with each layer thoroughly compacted.

**Grade** ground surface to conform to required contours and to provide surface drainage.

**Dispose** of removed and demolished items, including trash and debris, off Owner's property.

**Burning** of waste materials on site is not permitted.

**END OF SECTION**

**SECTION 02151- SHORING AND BRACING**

**Extent** of shoring and bracing work is the responsibility of the General Contractor and shall comply with OSHA.

**Supervision:** Assign supervision of shoring and bracing work to a qualified foundation consultant.

**Regulations:** Comply with local codes and ordinances of governing authorities having jurisdiction.

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Job Conditions: Before starting work, check and verify governing dimensions and elevations. Survey conditions of adjoining properties; take photographs, record existing settlement or cracking of structures, pavements, and other improvements. Prepare list of such damages, verified by dated photographs, and signed by Contractor and others conducting investigation.

Survey adjacent structures and improvements; establishing exact elevations at fixed points to act as benchmarks. Clearly identify benchmarks and record existing elevations. Locate datum level used to establish benchmark elevations sufficiently distant so as not to be affected by movement resulting from excavation operations.

During excavation; re-survey benchmarks weekly. Maintain accurate log of surveyed elevations for comparison with original elevations. Promptly notify Owner if changes in elevations for comparison with original elevations sufficiently distant so as not to be affected by movement resulting from excavation operations.

Materials: Provide suitable shoring and bracing materials, which will support loads imposed. Materials need not be new, but should be in serviceable condition.

Shoring: Protect site from caving and unacceptable soil movement. Where shoring is required, locate system to clear permanent construction and to permit forming and finishing of concrete surfaces. Provide shoring system adequately anchored and braced to resist earth and hydrostatic pressures.

Shoring systems retaining earth on which support of stability of existing structures is dependent must be left in place at completion of work. If wood is part of shoring system near existing structures, use pressure preserved treated material or remove before placement of backfill.

Bracing: Locate bracing to clear columns, floor framing construction, and other permanent work. If necessary to move a brace, install new bracing prior to removal of original brace. Do not place bracing where it will be cast into or included in permanent concrete work, except as otherwise acceptable to Owner. Install internal bracing, if required, to prevent spreading or distortion to braced frames. Maintain bracing until structural elements are replaced by other bracing or until permanent floor construction is able to withstand lateral earth and hydrostatic pressures. Remove sheeting, shoring and bracing in stages to avoid disturbance to underlying soils and damage to structures, pavements, facilities, and utilities.

**END OF SECTION**

SECTION 02200- EARTHWORK

Existing Utilities: Locate by hand excavation and provide protection from drainage. Cooperate with Owner and utility companies for maintaining services. Do not break utility connections without providing temporary services.

Repair damages to existing utilities as directed by utility company.

Protections: Protect structures, utilities, sidewalks, pavements, and other facilities in area of work. Barricade



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open excavations and provide warning lights. Comply with regulations of authorities having jurisdiction.

Provide bracing and shoring as required in excavations, to maintain sides and to protect adjacent structures from settlement, complying with local codes and regulations. Maintain until excavations are back-filled.

Sub-base Fill Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, or crushed slag free of vegetation, debris, or other objectionable materials.

Excavation: Remove and dispose of material encountered to obtain required sub-grade elevations, including pavement, obstructions visible on ground surface, underground structures and utilities indicated to be removed.

Rock excavation (boulders over ½ cu. Yd., solid rock in ledges, and rock-hard cementitious aggregate deposits), if encountered, will be paid for in accordance with contract conditions relative to changes in work.

Unauthorized excavation (removal of materials beyond indicated sub-grade elevations) may be filled with lean concrete, or corrected by extending indicated bottom elevation of footing to lower elevation, as acceptable to Owner.

Stockpile excavated materials where directed, until required for backfill and fill.

Excavate for structure to elevations and dimensions shown, extending excavation a sufficient distance to permit placing and removal of other work and for inspection. Trim bottom to required lines and grades to provide solid base to receive concrete.

If unsatisfactory soil materials are encountered at design elevations, continue excavation as directed by Owner. If conditions are not a result of Contractor's negligence, additional excavation will be measured as directed by Owner and paid for in accordance with contract conditions relative to changes in work.

Backfill and Fill: Place and compact acceptable soil material in layers to required elevations. Use soil material free of clay, rock or gravel larger than 2" in any dimension, debris, vegetable matter, waste, and frozen materials.

Backfill excavations: As promptly as work permits.

Prepare ground surface to receive fill by removing vegetation, debris, unsatisfactory soil materials and obstructions. Scarify as required so that fill material will bond with existing surface.

Place backfill and fill materials in layers not more than 8" in loose depth; compacting each layer to the required maximum density. Do not place materials on surfaces that are muddy, frozen, or contain ice or frost.

Compaction: Compact each layer or backfill and fill soil materials and the top 12" of sub-grade for structures, slabs, and pavements to 90% maximum density of cohesive soils and 95% for cohesionless soils. At lawns or unpaved areas: 85% maximum density for cohesive soils and 90% for cohesion less soils.

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Pavement Sub-base Course: Place sub-base material in layers of indicated thickness, over sub-grade surface to support walks and pavement. Place single layer for course 6" thick or less and equal layers for courses more than 6" thick. Compact each lift.

Grading: Grade areas indicated, including adjacent transition areas, with uniform levels or slopes between finish elevations. Shape surface of areas to within 0.10' above or below required sub-grade elevation, compacted as required.

Maintenance: Repair and re-establish grades in settled, eroded, rutted, or otherwise damaged areas. In damaged compacted areas, scarify surface, re-shape, and compact to required density prior to further construction.

Disposal: Transport acceptable excess excavated material to designated soil storage areas on site, stockpile or spread as directed. Remove and dispose of unacceptable excavated material, trash, and debris from site.

Disposal: Remove excess excavated material, trash, debris, and waste material from site.

**END OF SECTION**

SECTION 022360- DRIVEN PILES

Welder Qualifications: Qualify welders, welding processes and procedures in accordance with AWS "Structural Welding Code".

Driving Records: Submit copies of driving record of each pile not later than 2 days after driving. Include project name and number, name of Contractor, pile location and number, computed pile capacity, type and size of hammer used, type of pile driving cap used, rate of operation of pile driving equipment, pile dimensions, elevation of point, elevation of butt before and after cut-off, ground elevation, continuous record of number of blows for each foot of penetration, pile deviation, pile uplift and reaction, and any unusual occurrences during pile driving.

Protection: Protect structures, underground utilities and other construction from damage caused by pile driving operations. Pre-excavate for piles if required.

Steel H-Section Piles:

Steel: Hot-rolled carbon steel structural shapes and plates, complying with ASTM A 36.

Provide pile point reinforcement of same basic steel as pile sections. Weld web reinforcement plates with a continuous fillet weld on top and bottom edge only; weld flange reinforcement plates, angles or shapes with a continuous fillet weld on edges; unless otherwise indicated.

Driving Piles:

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General: Continuously drive piles at locations indicated, to require point elevation and driving resistance established by driving and loading of test piles.

Carefully maintain center of gravity for each group or cluster of piles to conform to locations shown on drawings.

Carefully plumb leads and pile before driving. Take care during driving to prevent and to correct any tendency of piles to twist or rotate.

Driving Tolerances: Drive piles within following maximum tolerances:

Location: 6" from location indicated for center of gravity of each single pile or pile groups; 1" for piles under walls.

Plumbness: Maintain 1" in 10'-0" from vertical, or a maximum of 4", measured when the pile is above ground, in leads.

Batter Angle: Maximum 1" in 10'-0" from required angle; measured when pile is above ground, in leads.

Damaged or Misdriven Piles: Damaged piles and piles driven outside required driving tolerances will not be accepted. Withdraw piles rejected after driving, and replace with new piles. Piles rejected after driving may be abandoned and cut-off, and additional piles driven to replace rejected units at designated locations.

Cutting-off: Cut-off tops of driven piles, square with pile axis and at elevations indicated. Dispose of excess materials off site. Re-coat cut-off tops of piles which have a protective coating. Use materials and methods to conform with exiting coating.

Hammer shall weigh between 2000 and 5000 pounds. The minimum hammer energy, in foot-pounds, shall be 250 times the design load in tons. The drop shall be regulated to avoid injury to the piling, but in no case, shall the drop be greater than 10 feet. Ten ton loading minimum required.

Bearing Evaluation: Unless otherwise shown on the plans, the dynamic bearing resistance of piling shall be determined by the following formula:

Gravity Hammers

1. 
$$P = \frac{2WH}{S+1.0}$$
2. When energy delivered (@ X H) by gravity hammer is 24,000 foot-pounds or greater, and the penetration does not exceed ½ inch per blow for the last 40 blows delivered (without increasing), determine bearing resistance by:  
$$P = \frac{2WH}{3S}$$

Where,

P=Dynamic resistance in pounds,

S=Average penetration in inches, per blow, for the last 20 blows,

W=Weight of ream, in pounds

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H=Height of fall of ram, in feet.

**Measurement and Payment:**

Test piles that become part of completed foundation system will be considered as an integral part of work. No payment will be made for rejected piles, including piles driven out of place, imperfect piles, or piles damaged in driving or handling.

**END OF SECTION**

**SECTION 03010- CONCRETE**

**Codes and Standards:** ACI 301 "Specifications for Structural Concrete Buildings"; ACI 318, "Building Code Requirements for Reinforced Concrete", comply with applicable provisions except as otherwise indicated.

**Concrete Testing Service:** Employ acceptable testing laboratory to perform materials evaluation, testing, and design of concrete mixes.

**Owner** will employ separate testing laboratory to evaluate concrete delivered to and placed at site.

**Quality Control:** Owner's testing laboratory will perform sampling and testing during concrete placement, which may include the following, as directed by Owner. This testing does not relieve Contractor of responsibility of providing concrete in compliance with specifications. Contractor may perform additional testing as necessary, at no expense to Owner, to ensure quality of concrete.

**Sampling:** ASTM C 172

**Slump:** ASTM C 143, one test for each load at point of discharge. (Max. 5")

**Air Content:** ASTM C 173, one for each set of compressive strength specimens.

**Compressive Strength:** ASTM C 39, one set for each truck for deck concrete and one set each 20 cu. Yds. or fraction thereof of each class of concrete; 2 specimens tested at 7 days, 3 specimens tested at 28 days, and one retained for later testing if required.

**Test** results will be reported in writing to Owner, Contractor and concrete producer on same day tests are made.

**Manufacturer's Data:** Submit manufacturer's product data with installation instructions for proprietary materials including reinforcement and forming accessories, admixtures, joint materials, hardeners, curing materials and others as requested by Owner.

**Laboratory Reports:** Submit 2 copies of laboratory test or evaluation reports for concrete materials and mix designs.

**Mix Proportions and Design:** Proportion mixes by either laboratory trial batch or field experience method complying with ACI 301.

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Submit written report to Owner for each proposed concrete mix at least 15 days prior to start of work. Do not begin concrete production until mixes have been reviewed and are acceptable to Owner.

Mix designs may be adjusted when material characteristics, job conditions, weather, test result or other circumstances warrant. Do not use revised concrete mixes until submitted to and accepted by Owner.

Use air-entering admixture in all concrete, providing not less than 4% or more than 8% entrained air for concrete exposed to freezing and thawing, and from 2% to 4% for other concrete.

Concrete Materials:

Portland Cement: ASTM C 150, type as required.

Aggregates: ASTM C 33, except local aggregates of proven durability may be used when acceptable to Judge.

Water: Clean drinkable.

Air Entraining Admixture: ASTM C 260.

Water-Reducing Admixture: ASTM C 494. Only use admixtures which have been tested and accepted in mix designs, unless otherwise acceptable.

Form Materials:

Provide form materials with sufficient stability to withstand pressure of placed concrete without bow or deflection.

Exposed Concrete Surfaces: Suitable material to suit project conditions.

Reinforcing Materials:

Deformed Reinforcing Bars: ASTM A 615, Grade 60 unless otherwise indicated.

Welded Wire Fabric: ASTM A 185.

Forming and Placing Concrete:

Ready-Mix Concrete: ASTM C 94.

Form work: construct so that concrete members and structures are of correct size, shape, alignment, elevation and position.

Provide openings in formwork to accommodate work of other trades. Accurately place and securely support

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items built into forms.

Clean and adjust forms prior to concrete placement. Apply form release agents of wet forms, as required. Retighten forms during concrete placement if required to eliminate mortar leaks.

Reinforcement: Position, support and secure reinforcement against displacement. Locate and support with metal chairs, runners, bolsters, spacers, and hangers, as required. Set wire ties so ends are directed into concrete, not toward exposed concrete surfaces.

Install welded wire fabric in as long lengths as practicable, lapping at least one mesh.

Joints: Provide construction, isolation, and control joints as indicated or required. Locate construction joints so as to not impair strength and appearance of structure. Place isolation and control joints in slabs-on-ground to stabilize differential settlement and random cracking.

Installation of Embedded Items: Set and build into work anchorage devices and other embedded items required for other work that is attached to, or supported by cast-in-place concrete. Use setting diagrams, templates and instructions provided by others for locating and setting.

Concrete Placement: Comply with ACI, placing concrete in a continuous operation within planned joints or sections. Do not begin placement until work of other trades affecting concrete is completed.

Consolidate placed concrete using mechanical vibrating equipment with hand rodding and tamping, so that concrete is worked around reinforcement and other embedded items and into forms.

Protect concrete from physical damage or reduced strength due to weather extremes during mixing, placement and curing.

In hot weather comply with ACI 318.

Concrete Finishes:

Exposed-to-view-Surfaces: Provide a smooth finish for exposed concrete surfaces and surfaces that are to be covered with a coating or covering or covering material applied directly to concrete. Remove fins and projections, patch defective areas with cement grout, and rub smooth.

Curing: Begin initial curing as soon as free water has disappeared from exposed surfaces. Where possible, keep continuously moist for not less than 72 hours. Continue curing by use of moisture-retaining cover or membrane-forming curing compound. Cure formed surfaces by moist curing until forms are removed. Provide protections as required to prevent damage to exposed concrete surfaces.

Concrete shall be free to cure under exposure to normal atmospheric conditions existing at job site unless specified otherwise. During hot weather curing, apply 1100-CLEAR all-resin, water emulsion concrete curing compound.

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**END OF SECTION**

**SECTION 005120- STRUCTURAL STEEL**

**Codes and Standards:** AISC "Code of Standard Practice for Steel Buildings and Bridges"; AISC "Specifications for the Design, Fabrication, and Erection of Structural Steel for Buildings: including "Commentary", AWS "Structural Welding Code"; comply with applicable provisions except as otherwise indicated.

**Shop Drawings:** Show complete details and schedules (if required) for fabrication, assembly and erection. Furnish anchor bolts required for installation in other work; furnish templates for bolt installation.

**Steel Pipe:** ASTM A 53, Type E or S, Grade B.

**Fasteners:** High-strength bolts and nuts, ASTM A 325 or A 490; unfinished bolts and nuts, ASTM A 307, Grade A.

**Shop Paint:** FS TT-P\_86, Type II; or, SSPC-Paint 14.

**Fabrication:** Comply with AISC "Specifications" and final shop drawings. Mark and match- mark units for field assembly.

**Connections:** As shown on drawings. Use high-strength bolts for field connections, except as otherwise indicated.

**Comply with AWS Code** for procedures, appearance, and quality of welds.

**Provisions for Other Work:** Fabricate structural steel members or portions of members embedded in concrete or mortar, and contact areas to be welded or riveted. Clean steel free of loose mill scale, rust, oil and grease. Apply prime paint to provide a minimum dry film thickness of 2.0 mils.

**Erection:** comply with AISC Code and Specifications, and maintain work in safe and stable condition during erection. Provide temporary bracing and shoring as required; remove when final connections are placed.

**END OF SECTION**

**SECTION 05500- METAL FABRICATION**

**Codes and Standards:** AISC "Specifications for the Design, Fabrication and Erection of Structural Steel for Buildings", AWS "Structural Welding Code"; Comply with applicable provisions unless otherwise indicated.

**Inserts and Anchorage's:** Furnish inserts and anchoring devices to be built into other work for installation of

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miscellaneous metal items; coordinate delivery to job site to avoid delay.

Steel Plates, Shapes, Bars: ASTM A 26.

Cold-formed Steel Tubing: ASTM A 500, Grade B.

Steel Pipe: ASTM A 53, Type E or S, Grade B.

Structural Cold-Rolled Steel Sheets: ASTM A 570.

Galvanized Structural Steel Sheets: ASTM A 466, Coating Designation G 90.

Concrete Inserts: Malleable iron (ASTM A 47) or cast steel (ASTM A 27) inserts, with steel bolts, washer and shims; hot dip galvanized.

Shop Paint: FS TT-P-86, Type II, or SSPC- Paint 14. Apply to clean and degreased steel surfaces at rate to provide a 2.0-mil dry film thickness.

Galvanizing: ASTM A 386 for assembled products; A 153 for iron and steel hardware.

Fabrication, General: Use materials of size and thickness shown or, if not shown, of required size, grade and thickness to produce strength and durability in finished product. Shop-paint all items not specified to be galvanized after fabrication. Weld corners and seams continuously, grind exposed welds smooth and flush. Form exposed connections with hairline, flush joints; use concealed fasteners where possible.

**END OF SECTION**



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

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**1. GENERAL**

A. ALL PLAN DIMENSIONS ARE INTERPRETED FROM AND SHALL BE VERIFIED WITH THE STRUCTURAL DRAWINGS AND THE ENGINEER NOTIFIED IF DISCREPANCIES EXIST.

B. ALL ITEMS OF WORK SHALL BE PERFORMED FOR A LUMP SUM PRICE. UNIT QUANTITY PRICE SHALL NOT BE USED.

C. ANY UNUSUAL CONDITIONS ENCOUNTERED SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO CONCRETE PLACEMENT.

D. LOCATIONS OF CONCRETE CONSTRUCTION JOINTS NOT SHOWN SHALL BE APPROVED BY THE ENGINEER PRIOR TO CONCRETE PLACEMENT.

E. UNLESS OTHERWISE NOTED ALL ITEMS SHALL CONFORM TO THE TEXAS DEPARTMENT OF TRANSPORTATION'S (TDDOT) "STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MAINTENANCE OF HIGHWAYS, STREETS, AND BRIDGES" ADOPTED JUNE 1, 2004.

**2. CONCRETE**

A. ALL CONCRETE EXCEPT THE DECK CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI AT 28 DAYS IN ACCORDANCE WITH ASTM C-39. THE DECK CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3800 PSI AT 28 DAYS IN ACCORDANCE WITH ASTM C-39 AND SHALL HAVE A MINIMUM MODULUS OF ELASTICITY OF 450 PSI AS 28 DAYS IN ACCORDANCE WITH ASTM C-78. AN AIR ENTRAINMENT AGENT SHALL BE USED. FLY ASH SHALL NOT BE USED.

B. WHERE CONCRETE IS PLACED AGAINST FORMS REINFORCING BARS SHALL HAVE A MINIMUM OF 2 INCHES CLEAR COVER UNLESS SHOWN OTHERWISE. WHERE CONCRETE IS PLACED AGAINST EARTH, REINFORCING BARS SHALL HAVE A MINIMUM OF 3 INCHES CLEAR COVER.

C. APPLY FLOAT FINISH TO SLAB SURFACES TO RECEIVE A TROWEL FINISH.

D. APPLY A HEAVY BRUSH FINISH TO DECK SURFACES IN ACCORDANCE WITH AC 302.

E. DEPRESSIONS BETWEEN IRON SPOTS SHALL NOT BE GREATER THAN 1/8 IN. BELOW A 10 FL. LONG STRAIGHTEDGE IN ACCORDANCE WITH AC 302.

F. CONCRETE FACES SHALL NOT DEVIATE MORE THAN 3/16" FROM THE PLAN DIMENSIONS.

**3. PILING**

A. ALL PILING SHALL BE AS SHOWN ON THE PLANS AND AS SPECIFIED BY TDDOT ITEM 407 - STEEL PILING.

B. THE PILING SHALL BE DRIVEN AS SPECIFIED BY TDDOT ITEM 404 - PILE DRIVING. THE MINIMUM LENGTH SHALL BE AS SHOWN ON PLANS. THE PILES SHALL BE DRIVEN TO A GREATER DEPTH IF REQUIRED TO OBTAIN THE REQUIRED BEARING CAPACITY. THE MINIMUM BEARING CAPACITY OF THE PILES SHALL BE AS FOLLOWS:

ABUTMENTS #1 & #2	- 40 TONS EACH
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**4. STEEL STRUCTURES**

A. ALL STRUCTURAL SECTIONS SHALL BE ASTM A36, SUBJECT TO INSPECTION AND APPROVAL OF THE COUNTY. STRUCTURAL PIPE SHALL HAVE A MINIMUM YIELD STRENGTH OF 35,000 PSI. ALL STRUCTURAL STEEL CONNECTIONS SHALL FULL PENETRATION JOINTS. WELDING SHALL BE IN ACCORDANCE WITH THE AMERICAN WELDING SOCIETY. REINFORCING STEEL SHALL CONFORM WITH ASTM A615.

B. EXPOSED STRUCTURAL METAL SURFACES SHALL BE PAINTED WITH ORGANIC ZINC COATING.

C. USED STEEL IS ACCEPTABLE WITH LESS THAN 5% CROSS SECTION CORROSION LOSS.

D. CAMBER BEAMS ONE (1) INCH.

**BUILDING CODE:**

1. THE INTERNATIONAL BUILDING CODE, 2003 EDITION.

2. AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, 2010 EDITION.

3. AISC-7, MINIMUM DESIGN LOADS FOR BUILDINGS & OTHER STRUCTURES.

**LOADS:**

1. DEAD LOAD = 87 PSF

2. DECK LIVE LOAD = 125 PSF

3. VEHICLE LOAD

4. WIND LOAD

    BASIC WIND SPEED  
    V=121, = 120 MPH  
    V-ADJ= 121 MPH  
    WIND IMPORTANCE FACTOR = 1.0  
    WIND EXPOSURE "C"  
    HORIZONTAL LOAD = -22.26 PSF

5. SEISMIC LOAD

    SEISMIC USE GROUP: 1  
    SITE CLASS: 3  
    SPECTRAL RESPONSE COEFFICIENTS  
    SD1 = 0.08  
    SD1 = 0.030

6. SUPPORT REACTIONS  
LOAD PER PILE / PIER (3- PILE EACH ABUTMENT DIM)

HORIZONTAL	= 0.63 kips	
VERTICAL:		
DEAD-	LEFT	RIGHT
DEAD+VEHICLE	23.85 kips	23.85 kips
DEAD+VEHICLE	55.57 kips	55.57 kips
DEAD+VEHICLE	74.35 kips	74.35 kips

**NOTES:**

1. STRUCTURAL STEEL SHALL MEET THE LATEST AASHTO (AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS) SPECIFICATIONS FOR MATERIALS.

2. ALL STRUCTURAL STEEL TO MEET ASTM A-36 - Fy = 36 KSI.

3. ALL BOLTS TO MEET ASTM A-508, GRADE 8 - Fy = 140 KSI.

4. ALL WELDS TO MEET ASTM A-58, GRADE 8 - Fy = 35 KSI.

5. ALL WELDS TO BE 1/4" HIGH STRENGTH, WITH MINIMUM AS REQUIRED.

6. WELDING SHALL CONFORM TO THE STANDARDS SET FORTH IN AWS F4.00, "BASIC QUALITY WELDING CONSTRUCTION".

7. ALL FELD AND SHOP CONNECTIONS TO HAVE 3/16" PALET HELDS MINIMUM UNLESS NOTED OTHERWISE.

8. ALL FELD WELDS TO BE WITH STRIKE ELECTRICALS.

9. NO OPENINGS TO BE PLACED IN BEAM WEBS OR FLANGES WITHOUT ENGINEER'S APPROVAL.

**STRUCTURAL FILL**

A. ALL FILL ( IF REQUIRED ) SHALL HAVE A MINIMUM PLASTICITY INDEX (PI) OF 20 OR LESS. THE MINIMUM PLASTICITY INDEX (PI) SHALL BE 3 OR GREATER. ALL FILL SHALL BE PLACED IN A MINIMUM LIFT THICKNESS OF 20 INCHES. EACH LIFT SHALL BE COMPACTED TO 95% OF STANDARD PROCTOR DENSITY (ASTM D-1555) AT A MOISTURE CONTENT OF -1% TO +3% AND BE FELD TESTED IN ACCORDANCE WITH ASTM D-1555.

**A BRIDGE FRAME PLAN**  
Scale: 1/8" = 1'-0"

**B BRIDGE FRAME SECTION**  
Scale: 1/4" = 1'-0"

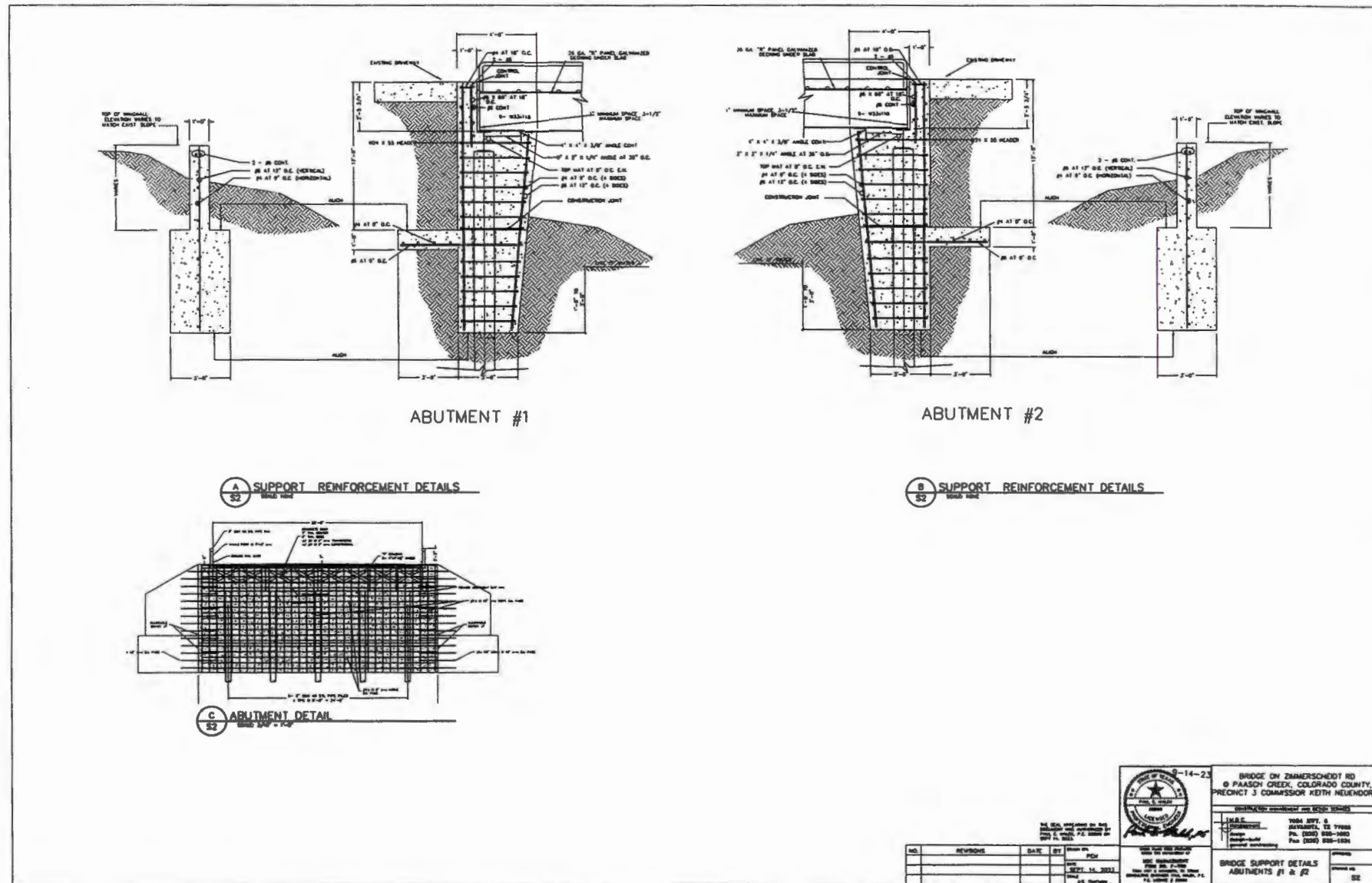
14-14-23

BRIDGE ON ZIMMERSCHIEDT RD  
@ PAASCH CREEK, COLORADO COUNTY,  
PRECINCT 3 COMMISSIONER KEITH NEUMHÖRDT

<p>DESIGNED BY: [Signature]</p> <p>CHECKED BY: [Signature]</p> <p>DATE: [Date]</p>		
<p>CONTRACT NUMBER AND DESIGN NUMBER</p>	<p>YOUNG &amp; RUBICAM 1500 WEST 7TH AVENUE DENVER, COLORADO 80202 TEL: (303) 833-4000 FAX: (303) 833-6894</p>	
<p>BRIDGE PLAN AND BRIDGE PROFILE</p>	<p>CONCRETE DECK</p>	

MINUTES OF THE COLORADO COUNTY  
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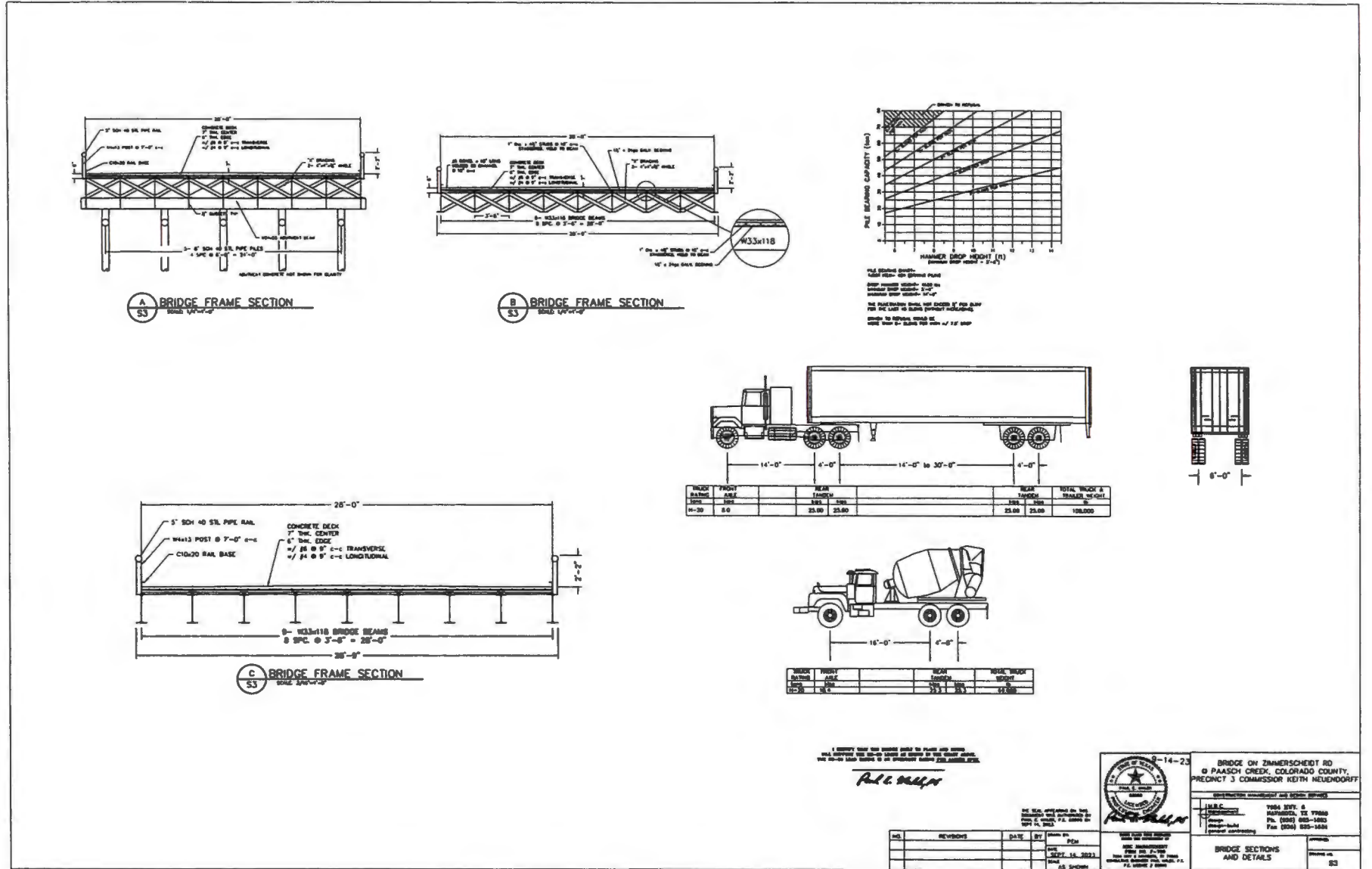
September 25, 2023



		BRIDGE ON ZIMMERSCHIEDT RD @ PRAASH CREEK, COLORADO COUNTY, PROJECT 3 COMMISSIONER KEITH HEINDORFF	
		DESIGNER: KEITH HEINDORFF DATE: 08/15/2023	
NO. OF REVISIONS: 0 DATE: 08/15/2023 BY: KEITH HEINDORFF		BRIDGE SUPPORT DETAILS ABUTMENTS #1 & #2	

MINUTES OF THE COLORADO COUNTY  
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I HEREBY CERTIFY THAT THE ABOVE DRAWING IS TRUE AND CORRECT AND THAT I AM A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF COLORADO.

*R. C. [Signature]*

THE SEAL AND SIGNATURE OF THE REGISTERED PROFESSIONAL ENGINEER ARE REQUIRED FOR ALL DRAWINGS AND CONTRACTS OF ANY KIND.



BRIDGE ON ZIMMERSCHIEDT RD  
@ PAASCH CREEK, COLORADO COUNTY,  
PRECINCT 3 COMMISSOR KEITH NEUENDORFF

DATE: 9-14-23

PROJECT NO. 1984 STY. 6

DATE: 09-14-2023

SCALE: AS SHOWN

NO.	REVISIONS	DATE	BY	APPROVED BY

BRIDGE SECTIONS AND DETAILS

SCALE: AS SHOWN

**MINUTES OF THE COLORADO COUNTY  
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**September 25, 2023**

- \_11. Architectural Services/Fee requirements (in order to be eligible for AARPA funds) and clarifications from DRG Architects for Colorado County Jail Repairs and Renovations. (Prause)

**Motion by Commissioner Brandt to approve Architectural Services/Fee requirements (in order to be eligible for AARPA funds) of \$20,000.00 and clarifications from DRG Architects and to proceed with Colorado County Jail Repairs and Renovations; seconded by Commissioner Wessels; 5 ayes 0 nays; motion carried; it was so ordered.**

**(See Attachment)**

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September 12, 2023

Honorable Ty Prause  
Colorado County Judge  
400 Spring Street, Room 107  
Columbus, Texas 78934

**Re: Colorado County Jail Improvements  
Architectural Services/Fee Clarifications**

Dear Judge Prause:

Thank you for taking the time on Monday, along with Commissioner Brandt and Ms. Lowrance, to review the proposed Architectural Services Agreement for the Jail project and discuss possible solutions to resolve the Commissioners Court's concerns, funding requirements, and DRG's scope of services and proposed fees. It was my understanding from our discussions that Colorado County is looking for a definitive scope of repair work for the jail, itemized budgets for each work area, and an associated architectural/engineering (AE) fee (where applicable to the scope of work). The current draft Agreement has a general scope of multiple jail repair items, an ultimate possible budget, and a total lump sum AE fee.

In working with other counties, DRG has suggested a percentage-based fee be used as a guide in developing the final project scope and budget. In this situation, the Grants Manager (Langford) has informed us that a percentage-based fee will not be acceptable. To achieve the definitive scope, detailed budget, and fixed fee needed by Colorado County, DRG suggests that we proceed on an initial phase approach of building assessment, scope development, and budgeting for a limited fixed professional fee of \$20,000. This would correlate to the Schematic Design Phase described in the Agreement and would result in a "menu" scope for the County to further determine which portions of the work would be completed and when. The final Architect's fee would be a stipulated sum (fixed fee) for each portion of the work to be completed. Each scope package would be authorized and scheduled by Commissioners Court at their discretion.

To implement this process, we would ask the Commissioners Court to accept our proposed approach and approve a revised agreement containing the above-described process within the contract. Please let me know how you wish to proceed from here or if you have additional concerns or questions.

Respectfully,  
DRG Architects, LLC

A handwritten signature in black ink, appearing to read 'Wayne Gondeck', is written over a horizontal line.

Wayne Gondeck, AIA  
President

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

**September 25, 2023**

- \_12. Designation of Representatives for Houston-Galveston Area Council 2024 General Assembly and Board of Directors. (Prause)

**Motion by Judge Prause to approve the designation of Representatives for Houston-Galveston Area Council 2024 General Assembly and Board of Directors; seconded by Commissioner Neuendorff; 5 ayes 0 nays; motion carried; it was so ordered.**

**(See Attachment)**

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

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
September 12, 2022**

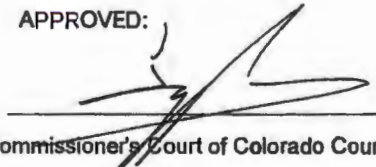
**DESIGNATION OF REPRESENTATIVES  
HOUSTON-GALVESTON AREA COUNCIL  
2023 GENERAL ASSEMBLY  
AND  
BOARD OF DIRECTORS  
\*\*\*\*\***

**BE IT RESOLVED**, by the Commissioner's Court of Colorado County, Texas, that the following be and are hereby designated as the REPRESENTATIVES and ALTERNATES of the GENERAL ASSEMBLY of the Houston-Galveston Area Council for the year 2023 and that the REPRESENTATIVES to the GENERAL ASSEMBLY be designated as the DELEGATE and ALTERNATE to the Houston-Galveston Area Council BOARD OF DIRECTORS for the year 2023.

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

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

**PASSED AND ADOPTED**, this 12 day of September, 2022.

APPROVED:   
\_\_\_\_\_  
Commissioner's Court of Colorado County

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



**HOUSTON-GALVESTON AREA COUNCIL**  
SERVING TODAY ■ PLANNING FOR TOMORROW

September 18, 2023

The Honorable Ty Prause  
County Judge  
Colorado County  
400 Spring St., Room 107  
PO Box 236  
Columbus, TX, 78934


Dear Judge Prause:

The Houston-Galveston Area Council has had an exciting and eventful 2023. During the 88<sup>th</sup> Legislative Session this year, H-GAC monitored over a hundred bills in both the House and Senate that could potentially affect our members. We remain dedicated to better serving our member governments. We are working to do this by continuing to bring the conversation to your communities to listen to your needs and determining how we can help improve quality of life across the region. Thus far we have visited nine of our regions' counties, and plan to visit the remaining counties by the end of the year.

As we look forward to 2024, we ask that you continue contributing to our regional discussion by appointing elected representatives from your county to represent you and be a part of our decision-making process. H-GAC bylaws allow each member county to designate two elected officials as representatives and two elected officials as alternates to the General Assembly. Of the two representatives to the General Assembly, one shall be appointed to serve as the county's delegate to the Board of Directors, while the other representative shall be named as the alternate to the Board of Directors. The 2024 representative and alternate begin their terms of office on January 1, 2024. I have attached the nomination form on which you can designate your representatives. Please email the completed form to [Laura.Parker@h-gac.com](mailto:Laura.Parker@h-gac.com). If more information concerning General Assembly and Board of Directors membership would be useful, please **contact** me at 713-993-4514 or Rick Guerrero at 713-993-4598.

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

Sincerely,

  
Charles Wemple (Sep 18, 2023 13:17 CDT)

Chuck Wemple

Attachment



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

**September 25, 2023**

**DESIGNATION OF REPRESENTATIVES  
HOUSTON-GALVESTON AREA COUNCIL  
2024 GENERAL ASSEMBLY  
AND  
BOARD OF DIRECTORS**

\*\*\*\*\*

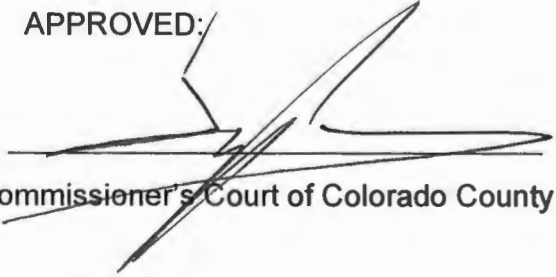
**BE IT RESOLVED**, by the Commissioner's Court of Colorado County, Texas, that the following be and are hereby designated as the REPRESENTATIVES and ALTERNATES of the GENERAL ASSEMBLY of the Houston-Galveston Area Council for the year 2024 and that the REPRESENTATIVES to the GENERAL ASSEMBLY be designated as the DELEGATE and ALTERNATE to the Houston-Galveston Area Council BOARD OF DIRECTORS for the year 2024.

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

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

**PASSED AND ADOPTED**, this 25 day of September, 2023.

APPROVED:

  
\_\_\_\_\_  
Commissioner's Court of Colorado County

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

**September 25, 2023**

\_13. Colorado County Resolution supporting Indigent Defense Grant Program for FY2024. (Lowrance)

**Michelle Lowrance explained this was a renewal of the grant.**

**Motion by Judge Prause to approve Colorado County Resolution supporting Indigent Defense Grant Program for FY2024; seconded by Commissioner Neuendorff; 5 ayes 0 nays; motion carried; it was so ordered.**

**(See Attachment)**

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

**2024 Colorado County Resolution  
Indigent Defense Grant Program**

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

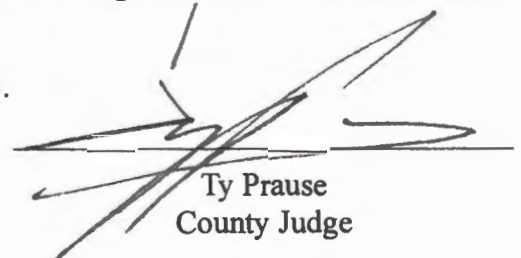
WHEREAS, this grant program will assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

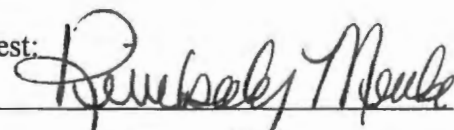
WHEREAS, Colorado County Commissioners Court has agreed that in the event of loss or misuse of the funds, Colorado County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.

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

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

Adopted this 25 day of September, 2023.

  
Ty Prause  
County Judge

Attest:   
County Clerk



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



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

**FY2024 Formula Grant Program  
Request for Applications (RFA)**

**Issued September 2023**

**Formula Grant Program Overview**

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

**Application Due Date**

Formula grant applications for Fiscal Year 2024 must be submitted on-line by **Wednesday, November 15, 2023**. The grant period is October 1, 2023 through September 30, 2024.

**Total FY 2024 Formula Grant Amount Budgeted: \$17.5 million**

**Eligibility for Formula Grants**

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

- 1) **Indigent Defense Expenditure Report** — All counties are statutorily required (Texas Government Code Sec. 79.036 (e)) to submit an Indigent Defense Expenditure Report each year on November 1 in the form and manner prescribed by the Commission. Counties that do not complete the Indigent Defense Expense Report on or before November 1, 2023 may have payments temporarily suspended by Commission staff until the report is submitted and reconciled by staff.
- 2) **Indigent Defense Plan Requirements** — The Local Administrative District Judges, the Local Statutory County Court Judges (or County Judge as applicable) and the Chairman of the Juvenile Board for each county must submit a copy of all formal and informal rules and forms that describe the procedures used in the county to provide indigent defendants with counsel in accordance with the Code of Criminal Procedure (Countywide Plans) to the Commission as required in Government Code §79.036. The Countywide Plans submitted must be in compliance with applicable statutes and rules and must meet the minimum requirements for each plan section as outlined in the Biennial Indigent Defense Countywide Plan Instructions. Plans are due November 1, 2023. Formula grant payments during the year may be withheld until plans are submitted or meet the minimum requirements for each plan section set by Commission.

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

**September 25, 2023**

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

Reports for September 2022 through August 2023 are due not later than September 30, 2023 and must be submitted to OCA electronically unless OCA grants a temporary waiver for good cause.

**How Formula Grants are Calculated**

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

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

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

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

**How to Apply for Formula Grant**

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

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

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

**September 25, 2023**

**Application Steps**

- a. Go to the TIDC Grants and Reporting website (hosted by PPRI) at <https://tidc.tamu.edu>.
- b. Sign in and enter the User ID and Password or contact PPRI (Follow on-line page instructions).
- c. Select "FY2024" and your county in the upper left part of the screen.
- d. Select "Apply for Formula Grant" from the column on the left side of the screen.
- e. Review the eligibility requirements. The screen will display the County's compliance status regarding indigent defense plans. Counties that have outstanding requirements will not be able to receive funds until they meet all grant program eligibility requirements. If indigent defense plans are not marked "Complete" counties should still submit the application and then contact the Commission for instructions to resolve plan compliance issues.
- f. Identify the individuals in the following grant positions as required in Texas Administrative Code Rule 173.301.
  - i. Authorized official - This person must be authorized to apply for, accept, decline, modify, or cancel the grant for the applicant county. A county judge or a designee authorized by the governing body in its resolution may serve as the authorized official
  - ii. Fiscal Officer - This person must be the county auditor or county treasurer if the county does not have a county auditor.
- Use the "Change" button make changes as needed to officials or contact information.
- g. Click the "Submit" button at the bottom of the screen. You should be taken to a confirmation page at that point.
- h. Maintain confirmation – When the system provides a confirmation page to the grant officials confirming that the application has been completed and informing them that the resolution must be adopted by the commissioner's court and then faxed to the Commission. **PLEASE PRINT THE CONFIRMATION PAGE.**
- i. Select the "Resolution" link in the confirmation page to create your county's resolution form.
- j. Print or download resolution. The system will allow the user to download a resolution as a Microsoft Word document or provide an opportunity to print the document. Please use the resolution printed from the website. The resolution must be adopted by the commissioners court.
- k. Please scan the resolution adopted by commissioners court and then upload it in the application page of the website **on or before Wednesday, November 15, 2022**. Alternatively, you may email the resolution to [Grants@tidc.texas.gov](mailto:Grants@tidc.texas.gov).

Contact Doriana Torres, Grants Administrator, [Grants@tidc.texas.gov](mailto:Grants@tidc.texas.gov) or 512-936-6994 for questions.

**Notice of Funding**

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

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

**Use of Funds**

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

**Payments**

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

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

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

**Maintain contact information**

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

**Impact of Multi-year Improvement Regional or Sustainability Grants**

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

**Notification of Availability**

This FY24 Formula Grant - Request for Applications (RFA) is sent to all 254 Texas Constitutional County Judges. A courtesy notice is sent to all local administrative district judges, local administrative statutory county judges, chairman of juvenile board and each county auditor (or treasurer).

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

**Authorization to Fund, Applicable Authority and Rules**

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

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

**Texas Administrative Code Chapter 173**

**Texas Grant Management Standards (TxGMS)**



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

- \_14. Statewide Automated Victim Notification Service (SAVNS) Maintenance Grant Contract between the Office of the Attorney General and Colorado County for State Fiscal Year 2024 for the VINE (Victim Information and Notification Everyday) Program and Contract Renewal for Participating Entity Services Agreement with Appriss Insights, LLC. (Lowrance)

**Motion by Commissioner Gertson to approve Statewide Automated Victim Notification Service (SAVNS) Maintenance Grant Contract between the Office of the Attorney General and Colorado County for State Fiscal Year 2024 for the VINE (Victim Information and Notification Everyday) Program and Contract Renewal for Participating Entity Services Agreement with Appriss Insights, LLC; seconded by Commissioner Neuendorff; 5 ayes 0 nays; motion carried; it was so ordered.**

**(See Attachment)**

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

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

**Contract No. 20222344900-341-01**

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

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

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


WHEREAS SECTION 1 of the Contract permitted the Colorado County to, in its sole and absolute discretion, renew the Contract, for one (1) additional one (1) year renewal terms (each a "Renewal Term") to the extent the OAG Certification Agreement, remains in effect;

WHEREAS the OAG exercised its option to renew the OAG Certification Agreement, extending the term thereof to August 31, 2024;

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

The Contract terminated on August 31, 2023. The Contract is hereby renewed, with this First Contract Renewal Term ("First Renewal Term") to begin on September 1, 2023 and end of August 31, 2024. Pursuant to Section 1 of the Contract, this First Renewal Term and any subsequent renewals, shall be subject to all specifications and terms and conditions of the Contract, the OAG Certification Agreement, and the Incorporated Documents as defined in Section 2 therein.

Colorado County by:

  
\_\_\_\_\_  
Signature  
  
Ty Prause  
\_\_\_\_\_  
Name

9-25-23  
\_\_\_\_\_  
Date  
  
County Judge  
\_\_\_\_\_  
Title

**Acknowledged by Appriss Insights, LLC**



9/8/23

Signature

Date

Name Jarrod Carnahan

Title VP, Governmen. & Vine Services

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

**September 25, 2023**



**RE: FY 2024 SAVNS Grant Contract**

---

**Contract Number:** C-01055

**Grantee:** Colorado County

**Amount:** \$5,762.25

**Executed:** 9/11/2023 | 10:07 AM CDT

**Term:** September 1, 2023 – August 31, 2024

**Budget Coding:**

<b>ORG</b>	<b>PCA</b>	<b>Agy Obj</b>
<b>B310000</b>	<b>11300</b>	<b>5137</b>

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

**SAVNS MAINTENANCE GRANT CONTRACT**

**OAG Contract No. C-01055**

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

**SECTION 1. PURPOSE OF THE CONTRACT**

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

The OAG published a Request for Offer (RFO) for Statewide Automated Victim Services May 11, 2019. After an evaluation of offers, the OAG identified, certified, and entered into a contract with a single vendor to provide statewide automated victim notification services ("SAVNS Services"). The initial term of the OAG Vendor Certification and Service Agreement ("OAG Certification Agreement") is/was from September 1, 2019, to August 31, 2020 ("Initial Term"). On August 28, 2023, OAG exercised its right to renew the OAG Certification Agreement with the renewal term to begin on September 1, 2023, and end on August 31, 2024 ("Fourth Renewal Term"). The vendor certified to provide the services is Appriss Insights, LLC, ("Certified Vendor"), a Kentucky corporation authorized to do business in Texas.

**SECTION 2. TERM OF THE CONTRACT**

This Grant Contract shall begin on September 1, 2023, and shall terminate August 31, 2024, 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.

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

**September 25, 2023**

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

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

- a. 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, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;
- e. 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, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;
- f. Section 9.4(b)(iv) Security Breach Procedures: GRANTEE may require

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- Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;
- g.** Section 9.5 Oversight of Security Compliance: GRANTEE may require Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;
  - h.** Section 10.4 Exclusions: GRANTEE may require Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;
  - i.** 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, permissible under applicable state and local law, 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, to the extent such provisions are permissible under applicable state and local law, either in addition to or in lieu of those included within the Participating Entity Service Agreement; and
  - k.** 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 along with any requisite amendment, renewal, or extensions made or otherwise exercised by GRANTEE pursuant to Section 1 therein in accordance with and as required by this section. To the extent the executed Participating Entity Service Contract includes any additional terms or conditions that limit or otherwise conflict with the exemplar Participating Entity Service Contract as attached here as Exhibit B, the GRANTEE will continue to remain on financial hold until GRANTEE provides OAG an executed Participating Service Contract in accordance with and as required by this section and consistent with the exemplar Participating Entity Service Contract as attached here as Exhibit B.

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

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

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

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

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

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

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

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

**4.1 General Matters**

**4.1.1 Required Reports; Form of Reports; Filings with the OAG.** GRANTEE shall forward to the OAG all applicable reports and forms as specified by the OAG. GRANTEE shall ensure that it files each document or form required by the OAG in an accurate and timely manner. Unless

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filing dates are given herein, all other reports and other documents that GRANTEE is required to forward to the OAG shall be promptly forwarded. From time to time, the OAG may require additional information from GRANTEE.

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

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

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

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

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

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

**4.1.5 Security and Confidentiality of Records.** GRANTEE shall establish a method to secure the confidentiality of records required to be kept confidential by applicable federal or state law,



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rules or regulations. This provision shall not be construed as limiting the OAG's access to such records and other information.

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

**4.2 Programmatic Reports**

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

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

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

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

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

**4.3 Financial Matters**

**4.3.1 Annual Budgets.** With regard to the use of funds pursuant to this Grant Contract,

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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. The OAG shall only reimburse actual and allowable allocable costs incurred and paid by GRANTEE during the term of this Grant Contract. The OAG is not obligated to reimburse expenses that were incurred prior to the commencement or after the termination or expiration of this Grant Contract. Any payments made by the OAG shall not exceed the actual and allowable allocable costs of GRANTEE to obtain services from the Certified Vendor for services within the "scope of services" of this Grant Contract. GRANTEE will submit to the OAG requests for reimbursement for the actual and allowable allocable costs incurred by GRANTEE to obtain services from the Certified Vendor for services within the "scope of services" of this Grant Contract. GRANTEE is responsible for submitting its invoices to the OAG in an accurate and timely manner. The requests for reimbursement must be accompanied by supporting documentation as required by the OAG. The OAG may from time to time require different or additional supporting documentation.

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

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

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

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

a. A fully executed Participating Entity Services Agreement with the Certified Vendor 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

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

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

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

**4.3.5 Annual Independent Financial Audit Report.**

GRANTEES that are required to undergo a Single Audit must complete and submit the Single Audit of the complete program and/or organization and management letter of the audit findings within nine months of the end of the fiscal year of the agency. The audit will meet Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 CFR 200 and Texas Grant Management Standards (TxGMS) requirements. GRANTEES whose expenditures require the completion of a Single Audit, must submit a Single Audit to the OAG, an Annual Independent Financial Audit will not satisfy the audit requirement. GRANTEES that are required to undergo an Annual Independent Financial Audit by statute, regulation, or organizational policy must submit the Annual Financial Audit of the complete program and/or organization and management letter of the audit findings if requested by the OAG. GRANTEES who do not meet the expenditure threshold of the Single Audit and are not required by statute, regulation, or organizational policy to complete an Annual Audit, are not required to submit an Annual Audit to the OAG.

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

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

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OAG unless an alternate payment plan is specified by the OAG.

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

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

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

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

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

**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

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amendment to this Grant Contract executed between OAG and GRANTEE.

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

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

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

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

**SECTION 6. TERMINATION**

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

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

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

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**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. GRANTEE also represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

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

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

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

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

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



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**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 Grant Contract terms and conditions. Corrective action plans, financial hold, and/or sanctions do not excuse or operate as a waiver of prior failure to comply with this Grant Contract.

**SECTION 10. GENERAL TERMS AND CONDITIONS**

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

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

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

**10.4 Conflicts of Interest; Disclosure of Conflicts.** GRANTEE represents and warrants that performance under the Grant Contract or grant will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. GRANTEE has not given, or offered to give, nor does GRANTEE intend to give at any time hereafter, any economic opportunity, future

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employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this Grant Contract or in connection with this Grant Contract, except as allowed under relevant state or federal law. Further, GRANTEE represents and warrants that in the administration of the grant, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the course of the Grant Contract or grant, GRANTEE shall promptly notify the OAG. GRANTEE will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of a personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without an actual, potential or apparent conflict of interest with respect to its performance under this Grant Contract. GRANTEE must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to its performance under this Grant Contract.

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

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

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

**SECTION 11. SPECIAL TERMS AND CONDITIONS**

**11.1 Independent Contractor Status; Indemnity and Hold Harmless Agreement.** GRANTEE expressly agrees that it is an independent contractor. Under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of GRANTEE be considered a state employee, agent, servant, or partner of, or part of any joint venture or joint enterprise with,

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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 PERMISSIBLE UNDER THE TEXAS CONSTITUTION AND LAWS PROMULGATED THEREUNDER, GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS OAG AND THE STATE OF TEXAS, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE GRANT CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE GRANT CONTRACT. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OAG WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OAG. OAG AND GRANTEE AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.**

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

**11.3 Intellectual Property.** GRANTEE understands and agrees that GRANTEE may copyright any original books, manuals, films, or other original material and intellectual property developed

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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 Grant Contract and not proceed with the agreement in question without further authorization from the OAG.

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

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

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

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

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be liable in any manner to GRANTEE's subcontractor(s). GRANTEE represents and warrants that it will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

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

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

**11.10 Governing Law; Venue.**

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

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

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

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

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

**11.14 Child Support Obligation Affirmation.** GRANTEE represents and warrants that it will include the following clause in the award documents for every subaward and subcontract and will require subrecipients and contractors to certify accordingly: "Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract,

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bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.”

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

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

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

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

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

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

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

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Government Code.

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

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

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

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

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

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

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

**11.28 Public Camping Ban.** GRANTEE certifies that it has not received a final judicial

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determination finding it intentionally adopted or enforced a policy that prohibited or discouraged the enforcement of a public camping ban in an action brought by the Attorney General under Local Government Code § 364.003. If GRANTEE is currently being sued under the provisions of Local Government Code § 364.003, or is sued under this section at any point during the duration of this grant, GRANTEE must immediately disclose the lawsuit and its current posture to the OAG.

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

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

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

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

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

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

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



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

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

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

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

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

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

**OFFICE OF THE ATTORNEY  
GENERAL**

Colorado County

DocuSigned by:  
  
F33DA083DE8C4E9...

DocuSigned by:  
  
2392A6B8079C449...

Printed Name: Josh Reno  
Office of the Attorney General

Printed Name: Ty Prause  
Authorized Official

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 COMMISSIONER'S COURT REGULAR MEETING  
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**SAVNS MAINTENANCE GRANT CONTRACT**

**OAG Contract No. C-01055**

**EXHIBIT A**

**Population Size:** Small

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

Annual Cost for Jail	Annual Cost for Courts	MAXIMUM REIMBURSABLE COSTS
\$5,762.25	\$0.00	\$5,762.25

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

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**EXHIBIT B**

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

**Contract No.**

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

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

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

WHEREAS SECTION 1 of the Contract permitted the [NAMED ENTITY] to, in its sole and absolute discretion, renew the Contract, for four (4) additional one (1) year renewal terms (each a "Renewal Term") to the extent the OAG Certification Agreement, remains in effect;

WHEREAS the OAG exercised its option to renew the OAG Certification Agreement, extending the term thereof to August 31, 2024;

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

The Contract terminated on August 31, 2022, and was renewed through August 31, 2023. The Contract is hereby renewed, with this Fourth Contract Renewal Term ("Fourth Renewal Term") to begin on September 1, 2023 and end of August 31, 2024. Pursuant to Section 1 of the Contract, this Fourth Renewal Term and any subsequent renewals, shall be subject to all specifications and terms and conditions of the Contract, the OAG Certification Agreement, and the Incorporated Documents as defined in Section 2 therein.

**[NAMED ENTITY] by:**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Title*

**Acknowledged by Appriss Insights, LLC.**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Title*

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**DocuSign**

**Certificate Of Completion**

Envelope Id: B4AD80F2F77946A680FB8CAC02426BA0  
Subject: Please DocuSign: FY 2024 SAVNS Grant Contract  
Template ID:  
Template ID Usage Tracking:  
Division Designed Templates:  
Template ID Usage Tracking - List 2:  
Division Designed Templates - List 2:  
Source Envelope:  
Document Pages: 25  
Certificate Pages: 7  
AutoNav: Enabled  
EnvelopeId Stamping: Disabled  
Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:  
Lauren Sellers  
PO Box 12548  
Austin, TX 78711-2548  
Lauren.Sellers@oag.texas.gov  
IP Address: 204.64.24.2

**Record Tracking**

Status: Original  
8/29/2023 11:41:19 AM

Holder: Lauren Sellers  
Lauren.Sellers@oag.texas.gov

Location: DocuSign

**Signer Events**

Ty Prause  
ty.prause@co.colorado.tx.us  
tp  
Security Level: Email, Account Authentication  
(None)

**Signature**

DocuSigned by:  
*Ty Prause*  
2382A688079C449...

Signature Adoption: Pre-selected Style  
Using IP Address: 70.118.27.42

**Timestamp**

Sent: 8/29/2023 11:41:38 AM  
Viewed: 8/29/2023 2:37:23 PM  
Signed: 8/29/2023 2:37:39 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 8/7/2018 9:40:58 PM  
ID: 81dc6259-109d-4365-8f91-0913d0d3470c

Alisha Jackson  
Alisha.Jackson@oag.texas.gov  
Division Chief, Grants Administration Division  
Signing Group: Grants Administration Division Chief  
Security Level: Email, Account Authentication  
(None)

**Completed**

Using IP Address: 107.121.100.62  
Signed using mobile

Sent: 8/29/2023 2:37:41 PM  
Viewed: 9/1/2023 6:05:59 AM  
Signed: 9/1/2023 6:06:11 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Ryan Fisher  
Ryan.Fisher@oag.texas.gov  
Intergovernmental Relations - Director  
Office of the Attorney General of Texas  
Signing Group: Crime Victim Services - Director  
Security Level: Email, Account Authentication  
(None)

**Completed**

Using IP Address: 204.64.24.2

Sent: 9/1/2023 6:06:14 AM  
Viewed: 9/6/2023 4:55:07 PM  
Signed: 9/6/2023 4:55:12 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Dane Codispoli  
Dane.Codispoli@oag.texas.gov  
Signing Group: GCD Attorneys  
Security Level: Email, Account Authentication  
(None)

**Completed**

Using IP Address: 204.64.24.2

Sent: 9/6/2023 4:55:15 PM  
Viewed: 9/7/2023 8:37:08 AM  
Signed: 9/7/2023 8:37:53 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

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September 25, 2023**

**Signer Events**

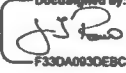
Summer Puente  
Summer.Puente@oag.texas.gov  
Signing Group: Budget Analysts (Non-CS)  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**Signature**  
**Completed**

Using IP Address: 108.147.32.10

**Timestamp**  
Sent: 9/7/2023 8:37:56 AM  
Viewed: 9/7/2023 2:25:47 PM  
Signed: 9/7/2023 2:25:53 PM

Josh Reno  
Josh.Reno@oag.texas.gov  
Deputy Attorney General for Criminal Justice  
Office of the Attorney General of Texas  
Signing Group: Deputy Attorney General for Criminal Justice  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

DocuSigned by:  
  
F33DA0030E9C4E9...  
**Signature Adoption: Pre-selected Style**  
Using IP Address: 204.64.24.2

Sent: 9/7/2023 2:25:56 PM  
Viewed: 9/11/2023 10:06:21 AM  
Signed: 9/11/2023 10:07:57 AM

**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**  
Sent: 9/11/2023 10:07:59 AM

Accounting - DocuSign Contracts  
ACC\_DocuSign\_Contracts@oag.texas.gov  
Victoria Ojeda  
Victoria.Ojeda@oag.texas.gov  
Christina Cisneros  
Christina.Cisneros@oag.texas.gov  
Signing Group: Accounting - DocuSign Contracts  
Inbox  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**COPIED**

GCD Contracts  
GCDContracts@oag.texas.gov  
GCD Contracts  
Office of the Attorney General  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**COPIED**

Sent: 9/11/2023 10:08:00 AM

GAD Contract Box  
GADContracts@oag.texas.gov  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**COPIED**

Sent: 9/11/2023 10:08:01 AM

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

**Witness Events**

**Signature**

**Timestamp**

**Notary Events**

**Signature**

**Timestamp**

**Envelope Summary Events**

**Status**

**Timestamps**

Envelope Sent

Hashed/Encrypted

8/29/2023 11:41:39 AM

Certified Delivered

Security Checked

9/11/2023 10:06:21 AM

Signing Complete

Security Checked

9/11/2023 10:07:57 AM

Completed

Security Checked

9/11/2023 10:08:01 AM

**Payment Events**

**Status**

**Timestamps**

**Electronic Record and Signature Disclosure**

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

**September 25, 2023**

Electronic Record and Signature Disclosure created on: 4/1/2018 4:34:18 PM

Parties agreed to: Ty Prause

**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.

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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.

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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](mailto:servicedesk@oag.texas.gov) to notify us of the error and delete all copies of the information you received.

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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**

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

**September 25, 2023**

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](mailto: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](mailto: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](mailto: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**



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

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](mailto: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: <a href="https://docucdn-a.akamaihd.net">https://docucdn-a.akamaihd.net</a> . 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

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

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

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

**September 25, 2023**

- \_15. Request to have monthly County Auditor's Report and the County Treasurer's Report to be presented to Commissioner's Court during the second meeting of each month. (Lowrance)

**Michelle Lowrance explained that with moving to accrual accounting, the previous month can't be closed in time to report at the first meeting of the month.**

**Motion by Commissioner Neuendorff to approve a request to have monthly County Auditor's Report and the County Treasurer's Report to be presented to Commissioner's Court during the second meeting of each month; seconded by Commissioner Wessels; 5 ayes 0 nays; motion carried; it was so ordered.**

- \_16. Request to advertise for the new position in the County Auditor's office, potentially to start prior to January 1, 2024. (Lowrance)

**Michelle Lowrance stated she is working on a job description and would like to start advertising for the position in early October.**

**Motion by Commissioner Wessels to approve a request to advertise for the new position in the County Auditor's office, potentially to start prior to January 1, 2024; seconded by Judge Prause; 5 ayes 0 nays; motion carried; it was so ordered.**

- \_17. Consent Items:
- a. Order Appointing Assistant County Auditors, and Fixing Salary of the County Auditor, and Assistant County Auditors.
  - b. Order Appointing Official Court Reporter and Fixing Salary for the 25<sup>th</sup> and 2<sup>nd</sup> 25<sup>th</sup> Judicial District.
  - c. Superheavy or Oversize Permit Bond No. K41780745 posted by Irby Construction Company (September 7, 2023 – August 31, 2024).

**Motion by Commissioner Neuendorff to approve all consent items as presented; seconded by Commissioner Gertson; 5 ayes 0 nays; motion carried; it was so ordered.**

**(See Attachments)**

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

September 25, 2023

THE STATE OF TEXAS  
COUNTY OF COLORADO  
I, Valerie Harmon, Clerk of the District of Colorado County, Texas do hereby certify that the foregoing is a true and correct of the original in Cause No. 26299, as the same appears of record in District Court in Civil Records of said District Court on file in my office.



ATTEST  
Valerie Harmon, District Clerk  
Colorado County, Texas

*Valerie Harmon*

IN THE DISTRICT COURT OF COLORADO COUNTY, TEXAS

By: \_\_\_\_\_

Deputy

IN THE MATTER OF A COUNTY AUDITOR

CAUSE NO. 26299

ORDER APPOINTING ASSISTANT COUNTY AUDITORS,  
AND FIXING SALARY OF THE COUNTY AUDITOR,  
AND ASSISTANT COUNTY AUDITORS

WHEREAS, there being a need for a County Auditor; and  
WHEREAS, the County Auditor certifies that there is a need for (4) four assistant auditors for Colorado County, Texas; and  
WHEREAS, the County Auditor requests that Cheri Tello, Tammy Woolls, Melinda Zajicek, and an assistant to be named at a later date be appointed as assistant county auditors; and  
WHEREAS, it appearing to the Court that all requirements of TEXAS LOCAL GOVERNMENT CODE 84.021 and 152.905, and other applicable laws, have been satisfied;  
IT IS THEREFORE ORDERED, by the Court that the annual salary of the County Auditor is fixed at the sum of \$82,620 per year; and that the said Cheri Tello be and is hereby appointed as Assistant County Auditor for Colorado County, Texas and the salary is fixed at the sum of \$49,110 per year; Tammy Woolls be and is hereby appointed as Assistant County Auditor for Colorado County, Texas, and the salary is fixed at the sum of \$42,858 per year; and that said Melinda Zajicek be and is hereby appointed as Assistant County Auditor for Colorado County, Texas, and the salary is fixed at the sum of \$40,524 per year; and that said salary of new employee is fixed at \$65,000 per year which sum along with benefits, travel expenses and other actual expenses incurred shall be paid out of the General Fund of the County.

The County Auditor and Assistant Auditors shall receive the same increase in salary as other county employees.

It is therefore ORDERED that compensation status for the County Auditor and the assistant county auditors for Colorado County, Texas be classified as EXEMPT.

The appointments and salaries fixed herein shall be effective on the 1<sup>st</sup> day of January, 2024.

*William D. Old, III*  
8/31/2023  
WILLIAM D. OLD, III, District Judge  
25<sup>th</sup> Judicial District

*Jessica Crawford*  
8/31/2023  
JESSICA CRAWFORD, District Judge  
2<sup>nd</sup> 25<sup>th</sup> Judicial District

FILED *AA*  
SEP 18 2023  
At 1:10 o'clock *P*M  
Valerie Harmon, Clerk  
DISTRICT COURT COLORADO COUNTY, TX



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

September 25, 2023

**ANNUAL COUNTY BUDGET FOR COUNTY AUDITOR  
COLORADO COUNTY, TEXAS**

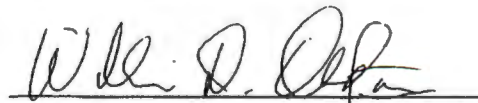
For the period beginning January 1, 2024 and ending December 31, 2024

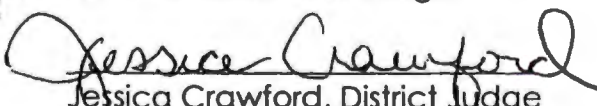
	ACTUAL EXPENSES 2022	ADOPTED BUDGET 2023	BUDGET ESTIMATES 2024
SALARY, AUDITOR	79,440.00	82,620.00	84,686.00
SALARY, ASSISTANTS	147,410.87	132,492.00	200,910.00*
SOCIAL SECURITY TAXES	15,237.49	16,455.00	21,815.00*
GROUP MEDICAL INSURANCE	38,828.10	44,000.00	60,000.00*
RETIREMENT	29,944.19	28,383.00	37,113.00*
OFFICE SUPPLIES	3,991.47	4,750.00	4,750.00
COMMUNICATIONS EXPENSE	795.15	1,600.00	1,600.00
COPIER LEASE/COPIES	1,500.00	1,500.00	1,500.00
SEMINARS/DUES/MEETINGS	2,718.55	3,250.00	3,250.00
EQUIPMENT	0	2,000.00	2,000.00
<b>TOTAL COUNTY AUDITOR</b>	<b>301,865.82</b>	<b>317,050.00</b>	<b>417,624.00</b>

The District Judges' of Colorado County, Texas hereby approve the 2024 Budget for the County Auditor according to Chapter 84, Subchapter Z of the Local Government Code. The above amounts are expenditures actually spent in 2022, budgeted expenditures for the current year, and the approved budget estimates for year 2024.

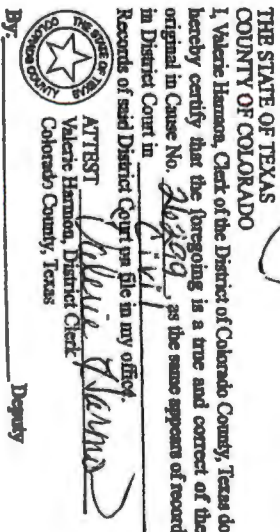
\*These salaries and benefits shall be increased in the event Colorado County Commissioners' Court grants a cost of living increase, across the board, merit increase, and/or other supplemental pay from any funding source to its employees.

Dated this 31th day of August, 2023.

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

  
Jessica Crawford, District Judge  
2nd 25th Judicial District Judge

**FILED**  
SEP 18 2023  
At 1:10 O'clock P.M.  
Valerie Harman, Clerk  
DISTRICT COURT COLORADO COUNTY, TX

By:   
Valerie Harman, District Clerk  
Colorado County, Texas

THE STATE OF TEXAS  
COUNTY OF COLORADO  
I, Valerie Harman, Clerk of the District of Colorado County, Texas do hereby certify that the foregoing is a true and correct of the original in Cause No. 2023-09, as the same appears of record in District Court in Case No. 2023-09.

Records of said District Court can be found in my office.

ATTEST  
Valerie Harman, District Clerk  
Colorado County, Texas

Deputy



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

	§	IN THE 25th JUDICIAL DISTRICT
IN THE MATTER OF AN	§	COURT OF GUADALUPE, LAVACA,
OFFICIAL COURT REPORTER.	§	GONZALES, AND COLORADO
	§	COUNTIES, TEXAS.

**ORDER APPOINTING OFFICIAL COURT REPORTER  
AND FIXING SALARY**

WHEREAS, there being a need for an Official Court Reporter for the 25th Judicial District Court;  
and

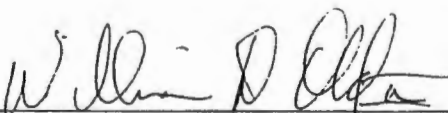
WHEREAS, it appearing to the Court that D'LOIS JONES is the holder of a certificate in full force and effect issued by the Supreme Court of Texas pursuant to TEXAS GOVERNMENT CODE, §52.041 and §52.051, authorizing and qualifying the said D'LOIS JONES for appointment as Official Court Reporter for such District Court; and


WHEREAS, it appearing to the Court that all requirements of TEX. LOCAL GOVERNMENT CODE §152.905, and other applicable laws, have been satisfied;

It is therefore ORDERED by the Court that the said D'LOIS JONES be and is hereby appointed as Official Court Reporter for the 25th Judicial District Court of Guadalupe, Lavaca, Gonzales, and Colorado Counties, Texas, as of October 1, 2023 and that the salary of \$99,797., (\$3,817.35 per pay period, annual salary based on 366 days) be effective October 1, 2023, which sum along with longevity (same as all other County employees), travel expenses and other actual expenses incurred shall be apportioned by law, as based upon population in the last federal census for Guadalupe County 74.04%, Lavaca County 8.72%, Gonzales County 8.43%, and Colorado County 8.81%.

It is therefore ORDERED that compensation status for the Official Court Reporter of the 25th Judicial District Court is classified as EXEMPT.

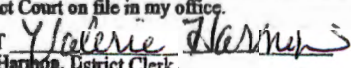
The appointment and salary fixed herein shall be effective as stated in said order.

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

Date 31 August 2023 

**FILED**  
**SEP 18 2023**  
At 1:10 O'clock P.M.  
Valerie Harmon, Clerk  
DISTRICT COURT COLORADO COUNTY, TX

THE STATE OF TEXAS  
COUNTY OF COLORADO  
I, Valerie Harmon, Clerk of the District of Colorado County, Texas do hereby certify that the foregoing is a true and correct of the original in Cause No. 25329, as the same appears of record in District Court in Civil Records of said District Court on file in my office.

ATTEST   
Valerie Harmon, District Clerk  
Colorado County, Texas

By: \_\_\_\_\_ Deputy

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

**September 25, 2023**

	§	IN THE 2 <sup>nd</sup> 25th JUDICIAL DISTRICT
IN THE MATTER OF AN	§	COURT OF GUADALUPE, LAVACA,
OFFICIAL COURT REPORTER.	§	GONZALES, AND COLORADO
	§	COUNTIES, TEXAS.

**ORDER APPOINTING OFFICIAL COURT REPORTER  
AND FIXING SALARY**

WHEREAS, there being a need for an Official Court Reporter for the 2<sup>nd</sup> 25th Judicial District Court;  
and

WHEREAS, it appearing to the Court that LORI SCHMID is the holder of a certificate in full force and effect issued by the Supreme Court of Texas pursuant to TEXAS GOVERNMENT CODE, §52.041 and §52.051, authorizing and qualifying the said LORI SCHMID for appointment as Official Court Reporter for such District Court; and

WHEREAS, it appearing to the Court that all requirements of TEX. LOCAL GOVERNMENT CODE §152.905, and other applicable laws, have been satisfied;

It is therefore ORDERED by the Court that the said LORI SCHMID be and is hereby appointed as Official Court Reporter for the 2<sup>ND</sup> 25th Judicial District Court of Guadalupe, Lavaca, Gonzales, and Colorado Counties, Texas, as of October 1, 2023 and that the salary of \$99,797. ( \$3,817.35 per pay period, annual salary based on 366 days) be effective October 1, 2023, which sum along with longevity (same as all other County employees), travel expenses and other actual expenses incurred shall be apportioned by law, as based upon population in the last federal census for Guadalupe County 74.04%, Lavaca County 8.72%, Gonzales County 8.43%, and Colorado County 8.81%.


It is therefore ORDERED that compensation status for the Official Court Reporter of the 2<sup>nd</sup> 25<sup>th</sup> Judicial District Court is classified as EXEMPT.

The appointment and salary fixed herein shall be effective as stated in said order.


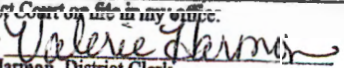
  
\_\_\_\_\_  
Jessica Crawford, District Judge, 2<sup>nd</sup> 25th Judicial District

**FILED**

SEP 18 2023  
At 1:10 o'clock P.M.  
Valerie Harmon, Clerk  
DISTRICT COURT COLORADO COUNTY, TX

8/31/2023 

THE STATE OF TEXAS  
COUNTY OF COLORADO  
I, Valerie Harmon, Clerk of the District of Colorado County, Texas do hereby certify that the foregoing is a true and correct of the original in Cause No. 24463 as the same appears of record in District Court in CIVIL  
Records of said District Court are filed in my office.

 ATTEST   
Valerie Harmon, District Clerk  
Colorado County, Texas

By: \_\_\_\_\_ Deputy

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

September 25, 2023

Bond No.: K41780745

SUPERHEAVY OR OVERSIZE PERMIT BOND

THE STATE OF TEXAS;

COUNTY OF COLORADO: KNOW ALL MEN BY THESE PRESENTS:

That we, Irby Construction Company, of 318 Old Hwy 49 South, Richland MS 39218, as Principal, and Federal Insurance Company, a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the County of Colorado, Texas in the penal sum of One Hundred Thousand Dollars (\$100,000.00) for the first mile and One Hundred Thousand Dollars (\$100,000) each additional mile, to the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators and assigns.

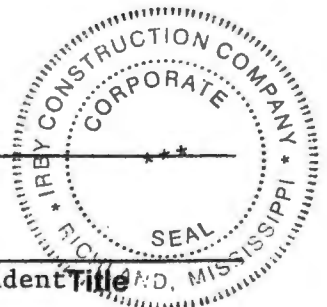
THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that the said Principal will make payment to the County of Colorado, Texas of and for any and all damages that may be sustained to any highway or bridge under the jurisdiction of the County of Colorado, Texas by virtue of the operation of any equipment by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

NOW, THEREFORE, if the said Principal shall pay to the County of Colorado, Texas any and all damages that may be sustained to any highway as above recited by virtue of the operation of any equipment under the provisions of the law referred to above during a period beginning with the date of this bond and ending August 31, 2024, then this obligation to be null and void, otherwise to remain in full force and virtue of Law.

Dated this the 7 day of September, 2023.

Irby Construction Company  
Principal

By Randy Berry  
Randy Berry/Vice President Title



Federal Insurance Company

Surety

Countersigned

By Michelle Anne McMahon  
Non - Texas Resident Agent  
Michelle Anne McMahon TX License 2098182

By Sarah Murtha  
Sarah Murtha, Attorney-in-Fact



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

**September 25, 2023**

**CHUBB**

**Power of Attorney**

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint **Jonathan Gleason, Jennifer Godere, Richard Hackner, Rebecca M. Josephson, Michelle Anne McMahon, Nicholas Miller, Doritza Mojica, Sarah Murtha, Kathryn Pryor, Robyn Salley, Joshua Sanford, Gentry Stewart and Connor Wolpert** of Hartford, Connecticut -----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 17<sup>th</sup> day of August 2023.

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

*Stephen M. Haney*

Stephen M. Haney, Vice President



STATE OF NEW JERSEY  
County of Hunterdon SS.

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

Notarial Seal



Albert Cortusi  
NOTARY PUBLIC OF NEW JERSEY  
No 50202369  
Commission Expires August 22, 2027

*Albert Cortusi*  
Notary Public

**CERTIFICATION**

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this **September 7th, 2023.**



*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:  
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

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

**September 25, 2023**

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

***IMPORTANT NOTICE***

If you have a problem with a claim or your premiums, call your insurance company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company. If you don't, you may lose your right to appeal.

To get information or file a complaint with CHUBB:

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

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

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

***AVISO IMPORTANTE***

Si tiene un problema con un reclamo o las primas, llame primero a la empresa de seguros. Si no puede resolver el problema, el Departamento de Seguros del estado de Tejas puede ayudar.

Si registra una queja con el Departamento de Seguros del estado de tejas, tambien debe presentar una queja o apelacion a traves de su compania de seguros. Si no lo hace puede perder su derecho de apelar.

Para obtener informacion o registro de una queja con CHUBB:

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

Para ayuda con una pregunta de seguros o registrar una queja con el estado:

El Departamento de Seguros del Estado de Tejas  
Preguntas: 1-800-252-3439  
Quejas: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
Correo electronico: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)  
Correo: MC-111-1A, P.O. Box 149091  
Austin, TX 78714-9091

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

**September 25, 2023**

- \_18. Examine and approve all accounts payable, budget amendments and new ledger accounts (if any).

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

**(See Attachment)**

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



Colorado County, TX

**Pending Expense Approval Report  
By Fund  
Payable Dates 01/01/2023 -**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 0010 - County Attorney Forfeiture</b>					
<b>Department: 0475 - COUNTY ATTORNEY</b>					
Schulenburg Printing	812648-0	09/19/2023	14 boxes file folders	0010-0475-00-62690	520.66
ROCIC	0062450-IN	09/22/2023	7/23 to 6/24 service fee	0010-0475-00-62690	225.00
Thomson Reuters-West	6156519717	09/19/2023	2023 TX Family Code Edition	0010-0475-00-62690	295.00
Time Warner Cable Enterprise...	0126295090623	09/20/2023	Truncked Voice Service	0010-0475-00-62690	15.92
TDCCA	233187	09/19/2023	'23 Electred Prosecutor Conf - ...	0010-0475-00-62690	350.00
<b>Department 0475 - COUNTY ATTORNEY Total:</b>					<b>1,406.58</b>
<b>Fund 0010 - County Attorney Forfeiture Total:</b>					<b>1,406.58</b>
<b>Fund: 0012 - General Fund</b>					
<b>Department: 0000 - 0000</b>					
Xerox Financial Services	4748998	09/11/2023	Copier leases	0012-0000-00-47200	1,677.70
Xerox Financial Services	4754676	09/22/2023	Copier leases	0012-0000-00-47200	250.55
Time Warner Cable Enterprise...	0126295090623	09/20/2023	Truncked Voice Service	0012-0000-00-44400	15.91
Xerox Financial Services	4753127	09/20/2023	Copier leases	0012-0000-00-47200	202.50
Xerox Financial Services	4756263	09/20/2023	Xerox copier lease	0012-0000-00-47200	269.72
<b>Department 0000 - 0000 Total:</b>					<b>2,416.38</b>
<b>Department: 0400 - COUNTY JUDGE</b>					
Time Warner Cable Enterprise...	0126295090623	09/20/2023	Truncked Voice Service	0012-0400-00-61000	15.92
Thomson Reuters-West	848965771	09/20/2023	subscription Cty Judge	0012-0400-00-62640	221.00
<b>Department 0400 - COUNTY JUDGE Total:</b>					<b>236.92</b>
<b>Department: 0401 - COMMISSIONER'S COURT</b>					
Crain, Caton & James, PC	8-23 Inland	09/22/2023	Defense Costs - Inland Enviro...	0012-0401-00-66531	2,829.50
<b>Department 0401 - COMMISSIONER'S COURT Total:</b>					<b>2,829.50</b>
<b>Department: 0403 - COUNTY CLERK</b>					
Time Warner Cable Enterprise...	0126295090623	09/20/2023	Truncked Voice Service	0012-0403-00-61000	15.92
VeriTrace, Inc	006332	09/22/2023	3,000 Vital record Paper	0012-0403-00-62640	1,726.65
<b>Department 0403 - COUNTY CLERK Total:</b>					<b>1,742.57</b>
<b>Department: 0410 - ELECTONS</b>					
Weimar Mercury	Elections 8-31-23 STMT	09/21/2023	(2) request for quote to remo...	0012-0410-00-61300	140.26
Time Warner Cable Enterprise...	0126295090623	09/20/2023	Truncked Voice Service	0012-0410-00-61000	15.92
Columbus Tire Center	32797	09/20/2023	inspect Election van	0012-0410-00-63300	7.00
Colorado Co Tax Assessor/Coll...	LP#1098005 10/2023	09/20/2023	Elections license renewal	0012-0410-00-63300	7.50
<b>Department 0410 - ELECTONS Total:</b>					<b>170.68</b>
<b>Department: 0426 - COUNTY COURT</b>					
Greenwalt Court Reporting	6651	09/19/2023	8/18 criminal pretrials	0012-0426-00-60601	857.61
Greenwalt Court Reporting	6651	09/19/2023	8/18 eviction appeals	0012-0426-00-60601	933.53
<b>Department 0426 - COUNTY COURT Total:</b>					<b>1,791.14</b>
<b>Department: 0428 - PUBLIC DEFENDER</b>					
Time Warner Cable Enterprise...	0126295090623	09/20/2023	Truncked Voice Service	0012-0428-00-61000	15.92
<b>Department 0428 - PUBLIC DEFENDER Total:</b>					<b>15.92</b>
<b>Department: 0433 - 25TH JUDICIAL DISTRICT</b>					
Guadalupe County	Q4 benefits	09/22/2023	25th Judicial Dist Court Rep Sa...	0012-0433-00-60600	2,673.75
Guadalupe County	Q4 benefits	09/22/2023	25th Judicial Dist Court Rep Sa...	0012-0433-00-60900	1,895.00
<b>Department 0433 - 25TH JUDICIAL DISTRICT Total:</b>					<b>4,568.75</b>
<b>Department: 0434 - 2ND 25TH JUDICIAL DISTRICT</b>					
Guadalupe County	Q4 benefits	09/22/2023	25th Jud Dist Court Coord Sala...	0012-0434-00-60110	1,866.50
Guadalupe County	Q4 benefits	09/22/2023	2nd 25th Jud Dist Court Rep Sa..	0012-0434-00-60600	2,678.00
Lori Schmid	9-13-23 mileage	09/22/2023	June-Sept 2023 mileage for C...	0012-0434-00-62664	524.00
<b>Department 0434 - 2ND 25TH JUDICIAL DISTRICT Total:</b>					<b>5,068.50</b>

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

					Payable Dates: 01/01/2023 -
Pending Expense Approval Report					
Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Department: 0435 - DISTRICT COURT</b>					
Omnibase Services Of Texas	223-007045	09/22/2023	Cty Clerk Q2 fees collected	0012-0435-00-47247	6.00
BCC Languages LLC	23775	09/21/2023	interpreter 8/31/23 Cause 23-...	0012-0435-00-66530	200.00
BCC Languages LLC	23805	09/11/2023	Interpreter Cause 23-099 - Ind...	0012-0435-00-66530	696.50
The LE LLC	1041	09/22/2023	Vietnamese Interpreter Cause...	0012-0435-00-44118	387.50
Alleyton Resource Company L...	571330	09/20/2023	94..14Tons 5/8" Gravel	0012-0435-00-62205	<u>1,882.80</u>
<b>Department 0435 - DISTRICT COURT Total:</b>					<b>3,172.80</b>
 <b>Department: 0450 - DISTRICT CLERK</b>					
Southwest Filing & Storage	16060	09/21/2023	Strip labels for Crimnial & Civil	0012-0450-00-70500	210.75
Time Warner Cable Enterprise...	0126295090623	09/20/2023	Truncked Voice Service	0012-0450-00-61000	15.92
Valerie Harmon	'23 Fall Conference	09/22/2023	Meals for '23 Fall Conference	0012-0450-00-61700	80.00
Valerie Harmon	'23 Fall Conference	09/22/2023	Mileage for '23 Fall Conference	0012-0450-00-61700	<u>99.56</u>
<b>Department 0450 - DISTRICT CLERK Total:</b>					<b>406.23</b>
 <b>Department: 0451 - JUSTICE OF THE PEACE #1</b>					
Prestige Office Products, LLC	130198	09/21/2023	JP1 copy paper	0012-0451-00-62640	<u>54.99</u>
<b>Department 0451 - JUSTICE OF THE PEACE #1 Total:</b>					<b>54.99</b>
 <b>Department: 0452 - JUSTICE OF THE PEACE #2</b>					
Kathleen Kloesel	8-31-23 reports	09/21/2023	August mileage to deliver rep...	0012-0452-00-62000	<u>20.57</u>
<b>Department 0452 - JUSTICE OF THE PEACE #2 Total:</b>					<b>20.57</b>
 <b>Department: 0453 - JUSTICE OF THE PEACE #3</b>					
Donald J. Clark	8-6 to 9-10 mileage	09/22/2023	8-6 to 9-10 mileage	0012-0453-00-62000	139.19
Prestige Office Products, LLC	130215	09/22/2023	JP3 printer cartridge	0012-0453-00-62640	41.89
Time Warner Cable Enterprise...	0126295090623	09/20/2023	Truncked Voice Service	0012-0453-00-61000	<u>15.92</u>
<b>Department 0453 - JUSTICE OF THE PEACE #3 Total:</b>					<b>197.00</b>
 <b>Department: 0454 - JUSTICE OF THE PEACE #4</b>					
Prestige Office Products, LLC	130181	09/21/2023	JP4 Office Supplies	0012-0454-00-62640	193.87
Time Warner Cable Enterprise...	0015291091423	09/22/2023	JP4 Phone & Internet	0012-0454-00-61000	<u>170.44</u>
<b>Department 0454 - JUSTICE OF THE PEACE #4 Total:</b>					<b>364.31</b>
 <b>Department: 0495 - COUNTY AUDITOR</b>					
Time Warner Cable Enterprise...	0126295090623	09/20/2023	Truncked Voice Service	0012-0495-00-61000	15.92
Macquarie Equipment Capital ...	118501	09/22/2023	9/13 to 10/12 copier leases	0012-0495-00-62400	<u>4,852.00</u>
<b>Department 0495 - COUNTY AUDITOR Total:</b>					<b>4,867.92</b>
 <b>Department: 0497 - COUNTY TREASURER</b>					
Time Warner Cable Enterprise...	0126295090623	09/20/2023	Truncked Voice Service	0012-0497-00-61000	<u>15.92</u>
<b>Department 0497 - COUNTY TREASURER Total:</b>					<b>15.92</b>
 <b>Department: 0499 - TAX ASSESSOR-COLLECTOR</b>					
Time Warner Cable Enterprise...	0126295090623	09/20/2023	Truncked Voice Service	0012-0499-00-61000	15.92
Prestige Office Products, LLC	130131	09/21/2023	TAC office supplies post it not...	0012-0499-00-62640	8.98
Prestige Office Products, LLC	130131	09/21/2023	TAC office supplies 6PK legal p...	0012-0499-00-62640	18.62
Prestige Office Products, LLC	130131	09/21/2023	TAC compact deskpad calenda...	0012-0499-00-62640	<u>49.95</u>
<b>Department 0499 - TAX ASSESSOR-COLLECTOR Total:</b>					<b>93.47</b>
 <b>Department: 0510 - COURTHOUSE BLDG</b>					
Toepperwein Air-Conditioning	16479	09/21/2023	service call for Adept Controls ...	0012-0510-00-63415	1,568.20
Texana Service	1	09/22/2023	pump out sewer from lift stati...	0012-0510-00-63210	1,500.00
Schneider Tire & Lube LLC	47713	09/22/2023	inspect LP#1092784 - Mainte...	0012-0510-00-63415	7.00
Gulf Coast Paper Co., Inc.	2442044	09/15/2023	Cleaning products	0012-0510-00-63200	265.60
A L & M Building Supply	557939	09/15/2023	JP3 keys for Annex Building	0012-0510-00-63210	11.58
Columbus Plumbing & Service,...	6102	09/20/2023	repair Mens RR sink in Ag Bldg	0012-0510-00-63210	48.95
A L & M Building Supply	557997	09/22/2023	ret keys & wasp spray	0012-0510-00-63500	8.01
A L & M Building Supply	558030	09/19/2023	showerhead for Medic 3 (Eagl...	0012-0510-00-63210	10.49
Take Root	674384	09/19/2023	50' soaker hose	0012-0510-00-63100	164.95
Take Root	674384	09/19/2023	50' soaker hose	0012-0510-00-67100	21.99
GFL Environmental	Sept JP4 trash Svc	09/19/2023	Sept JP4 trash Svc	0012-0510-00-63000	39.09
Columbus Bearing & Industrial	317267	09/20/2023	Maintenance lawn mower part	0012-0510-00-63415	1.58
Take Root	340368	09/20/2023	21.7.14 fertilizer	0012-0510-00-63100	119.97
A L & M Building Supply	556199	09/20/2023	EMS blank keys	0012-0510-00-62690	3.98
A L & M Building Supply	557838	09/20/2023	EMS toilet flapper	0012-0510-00-63210	6.39

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

**Pending Expense Approval Report**

**Payable Dates: 01/01/2023 -**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Constellation New Energy, Inc.	66295321001	09/20/2023	Electricity	0012-0510-00-63000	474.07
Constellation New Energy, Inc.	66300771401	09/20/2023	Electricity	0012-0510-00-63000	280.29
Constellation New Energy, Inc.	66308090401	09/20/2023	Spring Streetlights	0012-0510-00-63000	17.91
Constellation New Energy, Inc.	66308092101	09/20/2023	Courthouse Electricity	0012-0510-00-63000	2,245.86
Constellation New Energy, Inc.	66308094601	09/20/2023	Electricity	0012-0510-00-63000	163.07
Constellation New Energy, Inc.	66308107001	09/20/2023	Annex Electricity	0012-0510-00-63000	1,426.35
Constellation New Energy, Inc.	66311773901	09/20/2023	Electricity	0012-0510-00-63000	8.95
Constellation New Energy, Inc.	66313911901	09/20/2023	Electricity	0012-0510-00-63000	520.78
Mike Darr Construction, Inc.	1483	09/22/2023	CO to rem & rep wall & treat f...	0012-0510-00-63210	2,990.00
Mike Darr Construction, Inc.	1483	09/22/2023	Election Bldg Renovation - 1st...	0012-0510-00-63210	8,500.00
Mike Darr Construction, Inc.	1483	09/22/2023	CO for Roof remove & replace	0012-0510-00-63210	10,580.00
Mike Darr Construction, Inc.	1483	09/22/2023	CO - install Blueboonet Alarm	0012-0510-00-63210	11,990.00
A L & M Building Supply	558290	09/22/2023	D batteries - Maintenance	0012-0510-00-63500	24.98
Joshua Guthmann	Feb, May & Sept cell	09/21/2023	Feb, March & Sept cell phone ...	0012-0510-00-61000	60.00
Colorado Co Tax Assessor/Coll...	'23 renew LP#1092784	09/22/2023	renew Maintenance LP#1092...	0012-0510-00-63415	7.50
<b>Department 0510 - COURTHOUSE BLDG Total:</b>					<b>43,067.54</b>

**Department: 0530 - EMERGENCY MANAGEMENT**

Department of Information Re...	23080892N	09/20/2023	August T-Line	0012-0530-00-69074	467.38
<b>Department 0530 - EMERGENCY MANAGEMENT Total:</b>					<b>467.38</b>

**Department: 0540 - EMS**

Steven Silver	23-5020	09/22/2023	Reimb for Emergency Vehicle ...	0012-0540-25-62607	2,000.00
Henry Schein Inc.	52859767	09/21/2023	Ambulance Supplies	0012-0540-21-62612	13.62
Henry Schein Inc.	53046442	09/21/2023	Ambulance Supplies	0012-0540-21-62612	187.30
Henry Schein Inc.	53061248	09/21/2023	Ambulance Supplies	0012-0540-21-62612	723.64
Herchek Hauling & Equipment,...	6619	09/22/2023	514YDS select fill for EMS Svcs...	0012-0540-20-69070	3,084.00
SM Septic Systems, LLC	1401	09/22/2023	Septic System for Staion3	0012-0540-20-69070	16,525.00
Cavender Ford	212677	09/15/2023	moulding	0012-0540-24-63420	235.05
O'Reilly Auto Parts	3905-155589	09/20/2023	EMS repair parts	0012-0540-24-63420	189.10
Quadmed Inc.	242457	09/18/2023	Ambulance Supplies	0012-0540-21-62612	538.23
3L USA LLC	325731	09/21/2023	480GAL Gas	0012-0540-20-62670	1,394.50
3L USA LLC	325731	09/21/2023	665GAL Diesel	0012-0540-20-62670	2,667.24
Henry Schein Inc.	53543849	09/19/2023	Ambulance Supplies	0012-0540-21-62612	316.29
Time Warner Cable Enterprise...	0123672090623	09/20/2023	Fiber Internet	0012-0540-25-61000	359.07
Time Warner Cable Enterprise...	0137243090523	09/20/2023	Trunked Lines for COVID	0012-0540-25-62654	127.34
Hanjak Industries, LLC	3421	09/21/2023	Service Unit 522, 1022 & EMS1	0012-0540-24-63420	920.00
Hanjak Industries, LLC	3421	09/21/2023	Service Unit 719 & 519	0012-0540-24-63420	690.00
Time Warner Cable Enterprise...	0015291091423	09/22/2023	EL EMS Phone Svc	0012-0540-25-61000	39.99
3L USA LLC	324166	09/21/2023	470GAL Diesel	0012-0540-20-62670	1,654.45
3L USA LLC	324166	09/21/2023	540GAL Gas	0012-0540-20-62670	1,755.73
Henry Schein Inc.	1193536	09/07/2023	Ambulance Supplies	0012-0540-21-62612	54.24
Quadmed Inc.	241882	09/21/2023	Ambulance Supplies	0012-0540-21-62612	589.99
Henry Schein Inc.	54020594	09/07/2023	Ambulance Supplies	0012-0540-21-62612	237.25
<b>Department 0540 - EMS Total:</b>					<b>34,302.03</b>

**Department: 0555 - RURAL ADDRESSING**

Prestige Office Products, LLC	130151	09/21/2023	911RA laminate pouches	0012-0555-00-62640	47.98
<b>Department 0555 - RURAL ADDRESSING Total:</b>					<b>47.98</b>

**Department: 0560 - COUNTY SHERIFF**

Voceon	440000893-1	09/20/2023	in-car radio system for #619 ...	0012-0560-11-63400	3,566.00
Cavender Ford	168286	09/21/2023	replaced windshield on '21 Fo...	0012-0560-11-63300	432.60
Cavender Ford	168286	09/21/2023	replaced windshield on '21 Fo...	0012-0560-11-63300	330.00
A & L Body Shop	12591	09/20/2023	Van repairs	0012-0560-11-63300	1,031.89
A & L Body Shop	12591	09/20/2023	Van repairs	0012-0560-11-63300	459.20
Johnny's Sport Shop	2-67009	09/22/2023	Ammo for range supplies	0012-0560-11-62630	1,370.00
3L USA LLC	324923	09/22/2023	770 GAL gas	0012-0560-11-62670	2,501.15
GT Distributors, Inc.	UNIV0030060	09/14/2023	(2) mens size 46 pants	0012-0560-11-62105	140.00
Nathan Zwahr	9.11-15.2023 meals	09/15/2023	meals at conference	0012-0560-14-61700	200.00
Katlyn Perales	9-15-23 meals	09/22/2023	meals for training	0012-0560-14-61700	22.85
Brenda Henkes	9-15-23 meals	09/22/2023	meals for conference	0012-0560-14-61810	18.68
3L USA LLC	325730	09/22/2023	790GAL gas	0012-0560-11-62670	2,459.10

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

**Pending Expense Approval Report**

**Payable Dates: 01/01/2023 -**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Schneider Tire & Lube LLC	47755	09/22/2023	Unit# 611 oil change	0012-0560-11-63300	58.98
OSS Academy	62408	09/19/2023	Santa Nino (7) various courses	0012-0560-14-61810	252.50
Time Warner Cable Enterprise...	0123672090623	09/20/2023	Fiber Internet	0012-0560-14-61000	802.86
Schneider Tire & Lube LLC	47811	09/22/2023	Unit 600 oil change	0012-0560-11-63300	84.96
Yorktown Industries Indiana, I...	414989Y-IN	09/20/2023	(8) toner cartridges	0012-0560-11-62640	592.00
3L USA LLC	324163	09/22/2023	825 GAL gas	0012-0560-11-62670	2,533.50
Prestige Office Products, LLC	130142	09/21/2023	SO file folders	0012-0560-11-62640	75.42
Prestige Office Products, LLC	130142	09/21/2023	SO office supplies (8) cs copy ...	0012-0560-11-62640	447.92
Prestige Office Products, LLC	130144	09/21/2023	SO file folders	0012-0560-11-62640	29.98
Schneider Tire & Lube LLC	47616	09/20/2023	Unit 605 oil change	0012-0560-11-63300	58.98
Appriss Insights, LLC	2057233228	09/22/2023	TX VINE SERVICE FEE FY2023 ...	0012-0560-11-62690	1,398.59
<b>Department 0560 - COUNTY SHERIFF Total:</b>					<b>18,867.16</b>

**Department: 0565 - COUNTY JAIL**

Columbus Community Hospital	20511400 7-7-23	09/22/2023	Inmate Er visit	0012-0565-00-65020	1,907.91
Concord Medical Group, PLLC	0121422334 8-11-23	09/22/2023	Inmate Physician Svcs	0012-0565-00-65020	81.24
Columbus Community Hospital	20516851 8-11-23	09/22/2023	Inmate Er visit	0012-0565-00-65020	1,168.70
Concord Medical Group, PLLC	0121422336 8-13-23	09/22/2023	Inmate Physician Svcs	0012-0565-00-65020	81.24
Columbus Community Hospital	20516986 8-13-23	09/22/2023	Inmate Er visit	0012-0565-00-65020	2,379.18
Bryan Radiology Associates	BRA313600 8-13-23	09/22/2023	Inmate XRays	0012-0565-00-65020	69.77
Concord Medical Group, PLLC	0121427231 8-14-23	09/22/2023	Inmate Physician Svcs	0012-0565-00-65020	124.81
Columbus Community Hospital	20517223 8-14-23	09/22/2023	Inmate Er visit	0012-0565-00-65020	1,909.88
Labatt Food Service	09111434	09/21/2023	Inmate Food	0012-0565-00-65010	2,081.46
Labatt Food Service	09144676	09/21/2023	Inmate Food	0012-0565-00-65010	2,658.58
Jesse A. Reed III	9-17-23 L-3 Evals	09/22/2023	L-3 Evaluations	0012-0565-00-66515	600.00
Labatt Food Service	09183068	09/18/2023	Inmate Food	0012-0565-00-65010	2,069.63
Labatt Food Service	09183069	09/18/2023	Inmate Food	0012-0565-00-65010	59.74
Ferguson Facilities Supply	9557687	09/21/2023	Jail cleaning supplies	0012-0565-00-63200	393.60
Ferguson Facilities Supply	2035885	09/20/2023	toilet tissue	0012-0565-00-62632	439.60
Ferguson Facilities Supply	2035885	09/20/2023	fabuloso	0012-0565-00-63200	364.80
Ferguson Facilities Supply	9477835	09/20/2023	cleaning supplies	0012-0565-00-63200	586.12
Ferguson Facilities Supply	9477835-1	09/20/2023	Jail (2cs) 19OZ disinfectant spr...	0012-0565-00-63200	204.00
Labatt Food Service	09072996	09/21/2023	Inmate Food	0012-0565-00-65010	2,315.28
Prestige Office Products, LLC	130150	09/21/2023	Jail office supplies	0012-0565-00-62632	110.02
Sunbelt Laboratories	143046	09/21/2023	Jail Laundry & Dishwasher So...	0012-0565-00-63200	1,030.60
<b>Department 0565 - COUNTY JAIL Total:</b>					<b>20,636.16</b>

**Department: 0570 - SUPERVISION & CORRECTIONS**

Victoria County	892023	09/20/2023	Aug '23 short term juvenile de...	0012-0570-00-65031	600.00
<b>Department 0570 - SUPERVISION &amp; CORRECTIONS Total:</b>					<b>600.00</b>

**Department: 0580 - VETERAN SERVICE OFFICER**

Schulenburg Printing	814637-0	09/19/2023	1cs copy paper	0012-0580-00-62600	51.45
Amazon Capital Services	1C3C-GXLG-6HVW	09/22/2023	VSO Epson print cartridges	0012-0580-00-62600	47.99
<b>Department 0580 - VETERAN SERVICE OFFICER Total:</b>					<b>99.44</b>

**Department: 0585 - INFORMATION TECHNOLOGY**

Tyler Technologies, Inc	025-437501	09/20/2023	Financial project management	0012-0585-00-64000	5,915.00
Tyler Technologies, Inc	025-438182	09/21/2023	Financial Project Management	0012-0585-00-64000	4,290.00
Time Warner Cable Enterprise...	0126295090623	09/20/2023	Truncked Voice Service	0012-0585-00-61000	15.91
<b>Department 0585 - INFORMATION TECHNOLOGY Total:</b>					<b>10,220.91</b>

**Department: 0640 - CONTRACT SERVICES**

Henneke Funeral Home	8-30-23 Koehn	09/22/2023	Remove & Transport body	0012-0640-00-66400	1,115.00
<b>Department 0640 - CONTRACT SERVICES Total:</b>					<b>1,115.00</b>

**Department: 0645 - INDIGENT HEALTHCARE**

Columbus Medical Clinic	448686 8/24/23	09/21/2023	IHC Dr Visit	0012-0645-00-69052	55.00
<b>Department 0645 - INDIGENT HEALTHCARE Total:</b>					<b>55.00</b>

**Department: 0665 - AGRI EXTENSION SERVICE**

Time Warner Cable Enterprise...	0015291091423	09/22/2023	AG Bldg Internet	0012-0665-00-61000	130.68
<b>Department 0665 - AGRI EXTENSION SERVICE Total:</b>					<b>130.68</b>

**Department: 0695 - MISCELLANEOUS**

Weimar Mercury	8.31.2023 #13 STMT	09/21/2023	Notice of Public Hearing on Pr...	0012-0695-00-61300	55.13
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**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
September 25, 2023**

**Pending Expense Approval Report**

**Payable Dates: 01/01/2023 -**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Weimar Mercury	8.31.2023 #13 STMT	09/21/2023	Elected Officials Salaries	0012-0695-00-61300	92.44
Weimar Mercury	8.31.2023 #13 STMT	09/21/2023	Notice of Public Hearing on Ta...	0012-0695-00-61300	331.50
Amazon Capital Services	1616-KHDL-7HTT	09/22/2023	auto folder	0012-0695-00-61405	1,243.27
Amazon Capital Services	1616-KHDL-7HTT	09/22/2023	Commercial shredder	0012-0695-00-61405	2,218.75
Baumgart Agency LLC	63410279 2024 S Mazac	09/12/2023	District Clerk Surety Bond	0012-0695-00-61600	50.00
Bold Plumbing, LLC	091423-B-AK	09/20/2023	repair water leak at fairgroun...	0012-0695-00-69072	85.00
Bold Plumbing, LLC	091423-B-AK	09/20/2023	repair water leak at fairgroun...	0012-0695-00-69072	375.00
Bold Plumbing, LLC	091623-A-FE	09/20/2023	repairs at fairgrounds	0012-0695-00-69072	225.00
Bold Plumbing, LLC	091623-A-FE	09/20/2023	repairs at fairgrounds	0012-0695-00-69072	18.00
Bold Plumbing, LLC	091623-A-FE	09/20/2023	repairs at fairgrounds - emerg...	0012-0695-00-69072	175.00
Time Warner Cable Enterprise...	0015291091423	09/22/2023	Annex Fiber Internet	0012-0695-00-61000	854.46
<b>Department 0695 - MISCELLANEOUS Total:</b>					<b>5,723.55</b>
<b>Fund 0012 - General Fund Total:</b>					<b>163,366.40</b>

**Fund: 0015 - Sheriff's Forfeiture**

**Department: 0350 - 0350**

Voceon	440000908-1	09/22/2023	6 radios for new police cars	0015-0350-00-67115	20,434.98
<b>Department 0350 - 0350 Total:</b>					<b>20,434.98</b>
<b>Fund 0015 - Sheriff's Forfeiture Total:</b>					<b>20,434.98</b>

**Fund: 0021 - Road & Bridge Pct 1**

**Department: 0621 - PCT #1**

Mustang Cat	PART6373745	09/19/2023	parts for Cat Loader	0021-0621-00-63500	21.50
Mustang Cat	PART6373746	09/19/2023	(2) hoses for Cat Loader	0021-0621-00-63500	54.62
Mustang Cat	PART6375142	09/19/2023	Parts for Cat Loader	0021-0621-00-63500	1,462.42
Unifirst Corporation	2680035117	09/22/2023	PCT1 uniforms	0021-0621-00-62100	70.37
DSS Driving Safety Services, LLC	23-1489403	09/22/2023	Drug & Alcohol random testing	0021-0621-00-66515	127.50
DSS Driving Safety Services, LLC	23-1489403	09/22/2023	Random Drug test	0021-0621-00-66515	82.50
H & C Construction Co. Inc.	202248	09/19/2023	53,848 GL AC5/10 to pave CR...	0021-0621-00-62680	250,393.20
H & C Construction Co. Inc.	202248	09/19/2023	1,889 Cubic YDS rock for CR106	0021-0621-00-62680	18.89
Unifirst Corporation	2680035812	09/19/2023	PCT1 uniforms	0021-0621-00-62100	70.37
Doug Wessels	Aug 23 cell phone reimb	09/19/2023	Aug 23 cell phone reimb	0021-0621-00-61000	40.00
Harry Freudenberg	Aug 23 cell phone reimb	09/19/2023	Aug 23 cell phone reimb	0021-0621-00-61000	20.00
Greg Kloesel	Aug 23 cell phone reimb	09/19/2023	Aug 23 cell phone reimb	0021-0621-00-61000	20.00
<b>Department 0621 - PCT #1 Total:</b>					<b>252,381.37</b>
<b>Fund 0021 - Road &amp; Bridge Pct 1 Total:</b>					<b>252,381.37</b>

**Fund: 0022 - Road & Bridge Pct 2**

**Department: 0622 - PCT #2**

Don's Repair Shop	7228	09/21/2023	PCT2 Idler pulley for black dual...	0022-0622-00-63300	39.00
Alleyton Resource Company L...	570225	09/20/2023	57.93Tons 5/8" Gravel	0022-0622-00-62680	1,158.60
Alleyton Resource Company L...	570350	09/20/2023	57.93Tons 5/8" Gravel	0022-0622-00-62680	1,832.40
M-G Farm Service Center	986637	09/21/2023	Remedy	0022-0622-00-63105	92.98
H & C Construction Co. Inc.	202346	09/21/2023	PCT2 AC5/10 spread on CR 252	0022-0622-00-62680	45,778.05
H & C Construction Co. Inc.	202346	09/21/2023	PCT2 AC5/10 spread on CR 251	0022-0622-00-62680	19,015.28
Cintas Corporation	4167637088	09/21/2023	PCT2 shop supplies & uniforms	0022-0622-00-62100	107.82
Cintas Corporation	4167637088	09/21/2023	PCT2 shop supplies	0022-0622-00-62645	3.79
Laser Designs	000188	09/22/2023	embroidered Cty seal & names...	0022-0622-00-62100	126.00
Waller County Asphalt, Inc.	25863	09/20/2023	25.12 Tons Grade IV Cold Mix	0022-0622-00-62680	3,182.70
Cintas Corporation	4168354020	09/20/2023	PCT2 shop supplies & uniforms	0022-0622-00-62100	107.82
Cintas Corporation	4168354020	09/20/2023	PCT2 shop supplies & uniforms	0022-0622-00-62645	3.79
Sun Coast Resources, Inc.	97072452	09/20/2023	PCT2 fuel	0022-0622-00-62671	5,028.44
Sun Coast Resources, Inc.	97073430	09/20/2023	PCT1 fuel	0022-0622-00-62671	7,853.77
Mustang Cat	PART6380949	09/20/2023	bolts & nuts for Loader bucket...	0022-0622-00-63500	97.08
Herrmann International	X101012812.01	09/20/2023	Cab airbag for #3 Dumptruck	0022-0622-00-63500	12012
Alleyton Resource Company L...	571076	09/20/2023	90.94 Tons 5/8" Gravel	0022-0622-00-62680	1,818.80
Cintas Corporation	4166835964	09/21/2023	PCT2 uniforms	0022-0622-00-62100	107.82
Cintas Corporation	4166835964	09/21/2023	PCT2 shop supplies	0022-0622-00-62645	3.79
Alleyton Resource Company L...	571199	09/20/2023	93.87Tons 5/8" Gravel	0022-0622-00-62680	1,877.40
Edward J. Seifert Oil Co.	68290	09/21/2023	PCT2 85W140 5GAL	0022-0622-00-62671	152.00



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

Pending Expense Approval Report					Payable Dates: 01/01/2023 -
Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Edward J. Seifert Oil Co.	68290	09/21/2023	PCT2 DEF gallons	0022-0622-00-62671	70.00
					<b>Department 0622 - PCT #2 Total:</b>
					<b>88,577.45</b>
					<b>Fund 0022 - Road &amp; Bridge Pct 2 Total:</b>
					<b>88,577.45</b>
<b>Fund: 0023 - Road &amp; Bridge Pct 3</b>					
<b>Department: 0623 - PCT #3</b>					
John Deere Financial	1657222	09/22/2023	PCT3 Boom Axe repair parts	0023-0623-00-63500	826.12
Colorado Co Tax Assessor/Coll... 8-23 LP#1415603 renewal		09/22/2023	PCT3 LP#1415603 license ren...	0023-0623-00-63300	7.50
H & C Construction Co. Inc.	202347	09/22/2023	AC5/10 & cover rock on Bestik...	0023-0623-00-62680	100,494.08
H & C Construction Co. Inc.	202347	09/22/2023	AC5/10 & cover rock on Cat Sp...	0023-0623-00-62680	11,370.11
H & C Construction Co. Inc.	202347	09/22/2023	AC5/10 & cover rock on Dunla...	0023-0623-00-62680	12,890.77
Unifirst Corporation	PCT3 uniforms	09/22/2023	PCT3 uniforms	0023-0623-00-62100	113.14
Tri-County Petroleum Inc.	110310	09/22/2023	(8) tractor hydraulic fluid	0023-0623-00-62671	708.00
Columbus Tire Center	32620	09/22/2023	PCT3 Inspect LP#1415603	0023-0623-00-63300	7.00
					<b>Department 0623 - PCT #3 Total:</b>
					<b>126,416.72</b>
					<b>Fund 0023 - Road &amp; Bridge Pct 3 Total:</b>
					<b>126,416.72</b>
<b>Fund: 0024 - Road &amp; Bridge Pct 4</b>					
<b>Department: 0624 - PCT #4</b>					
O'Reilly Auto Parts	6123-138498	09/19/2023	PCT4 fan & toggle switch	0024-0624-00-63500	26.58
Unifirst Corporation	2680034907	09/11/2023	PCT4 uniforms	0024-0624-00-62100	69.06
Unifirst Corporation	2680035608	09/18/2023	PCT4 uniforms	0024-0624-00-62100	68.06
Don Hart's Radiator Svcs Cent... 203593		09/19/2023	repair on '93 GMC3500 diesel	0024-0624-00-63300	1,119.81
O'Reilly Auto Parts	6123-137214	09/19/2023	PCT4 quick mount	0024-0624-00-63500	8.98
O'Reilly Auto Parts	6123-137334	09/19/2023	PCT4 circuit breaker	0024-0624-00-63500	5.99
O'Reilly Auto Parts	6123-137345	09/19/2023	PCT4 Fusions	0024-0624-00-63500	35.96
O'Reilly Auto Parts	6123-137807	09/19/2023	PCT4 sleeves	0024-0624-00-63500	1.74
O'Reilly Auto Parts	6123-137904	09/19/2023	PCT4 Fusions	0024-0624-00-63500	17.98
O'Reilly Auto Parts	6123-138274	09/19/2023	PCT4 HD gasket Rep	0024-0624-00-63500	27.99
GFL Environmental	Sept PCT4 trash svc	09/19/2023	Sept PCT4 trash svc	0024-0624-00-63000	36.48
Tri-County Petroleum Inc.	110515	09/20/2023	PCT4 (50) 2.5GL DEF	0024-0624-00-62671	180.00
Darrell Gertson	9.19.23 mileage	09/20/2023	9/6-9/19 mileage	0024-0624-00-62000	396.93
Colorado Co Tax Assessor/Coll... LP#1092786 10/2023		09/20/2023	PCT4 license renewal	0024-0624-00-63300	7.50
Colorado Co Tax Assessor/Coll... LP#1092787 10/2023		09/20/2023	PCT4 License renewal	0024-0624-00-63300	7.50
					<b>Department 0624 - PCT #4 Total:</b>
					<b>2,010.56</b>
					<b>Fund 0024 - Road &amp; Bridge Pct 4 Total:</b>
					<b>2,010.56</b>
<b>Fund: 0060 - Justice Court Tech</b>					
<b>Department: 0615 - 0615</b>					
NetData	ND-005154	10/01/2023	Annual Software Maint/RVI I...	0060-0615-00-66300	6,555.00
					<b>Department 0615 - 0615 Total:</b>
					<b>6,555.00</b>
					<b>Fund 0060 - Justice Court Tech Total:</b>
					<b>6,555.00</b>
<b>Fund: 0080 - Hot Check</b>					
<b>Department: 0475 - COUNTY ATTORNEY</b>					
Parks Coffee	20121115	09/22/2023	Filter & fuel charge	0080-0475-00-69900	135.33
					<b>Department 0475 - COUNTY ATTORNEY Total:</b>
					<b>135.33</b>
					<b>Fund 0080 - Hot Check Total:</b>
					<b>135.33</b>
					<b>Grand Total:</b>
					<b>661,284.39</b>

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

Pending Expense Approval Report

Payable Dates: 01/01/2023 -  
**Report Summary**

**Fund Summary**

Fund	Expense Amount
0010 - County Attorney Forfeiture	1,406.58
0012 - General Fund	163,366.40
0015 - Sheriff's Forfeiture	20,434.98
0021 - Road & Bridge Pct 1	252,381.37
0022 - Road & Bridge Pct 2	88,577.45
0023 - Road & Bridge Pct 3	126,416.72
0024 - Road & Bridge Pct 4	2,010.56
0060 - Justice Court Tech	6,555.00
0080 - Hot Check	<u>135.33</u>
<b>Grand Total:</b>	<b>661,284.39</b>

**Account Summary**

Account Number	Account Name	Expense Amount
0010-0475-00-62690	MISCELLANEOUS	1,406.58
0012-0000-00-44400	STATE COMPTROLLER - C...	15.91
0012-0000-00-47200	MISCELLANEOUS	2,400.47
0012-0400-00-61000	COMMUNICATIONS EXP...	15.92
0012-0400-00-62640	SUPPLIES/EQUIPMENT ...	221.00
0012-0401-00-66531	OUTSIDE LEGAL SERVICES	2,829.50
0012-0403-00-61000	COMMUNICATIONS EXP...	15.92
0012-0403-00-62640	SUPPLIES/EQUIPMENT ...	1,726.65
0012-0410-00-61000	COMMUNICATION EXPE...	15.92
0012-0410-00-61300	PUBLICATIONS	140.26
0012-0410-00-63300	VAN MAINTENANCE	14.50
0012-0426-00-60601	COURT REPORTERS	1,791.14
0012-0428-00-61000	COMMUNICATIONS EXP...	15.92
0012-0433-00-60600	CRT REPORTER SAL&BE...	2,673.75
0012-0433-00-60900	CRT COORDINATOR SAL...	1,895.00
0012-0434-00-60110	CRT COORD SALARY&BE...	1,866.50
0012-0434-00-60600	CRT REPORTER SAL&BE...	2,678.00
0012-0434-00-62664	COURT REPORTERS EXP...	524.00
0012-0435-00-44118	INTERPRETOR FEES	387.50
0012-0435-00-47247	FTA/OMNIBASE	6.00
0012-0435-00-62205	PRINTED FORMS	1,882.80
0012-0435-00-66530	INTERPRETORS	896.50
0012-0450-00-61000	COMMUNICATIONS EXP...	15.92
0012-0450-00-61700	CONFERENCE/SEMINARS...	179.56
0012-0450-00-70500	EQUIPMENT OVER \$500	210.75
0012-0451-00-62640	SUPPLIES/EQUIPMENT ...	54.99
0012-0452-00-62000	TRAVEL EXPENSES	20.57
0012-0453-00-61000	COMMUNICATIONS	15.92
0012-0453-00-62000	TRAVEL EXPENSES	139.19
0012-0453-00-62640	SUPPLIES/EQUIPMENT ...	41.89
0012-0454-00-61000	COMMUNICATIONS EXP...	170.44
0012-0454-00-62640	SUPPLIES/EQUIPMENT ...	193.87
0012-0495-00-61000	COMMUNICATIONS EXP...	15.92
0012-0495-00-62400	XEROX COPIER USAGE/...	4,852.00
0012-0497-00-61000	COMMUNICATIONS EXP...	15.92
0012-0499-00-61000	COMMUNICATIONS EXP...	15.92
0012-0499-00-62640	SUPPLIES/EQUIPMENT ...	77.55
0012-0510-00-61000	COMMUNICATIONS EXP...	60.00
0012-0510-00-62690	MISCELLANEOUS SUPPLI...	3.98
0012-0510-00-63000	UTILITIES	5,176.37
0012-0510-00-63100	GROUNDS MAINTENAN...	284.92
0012-0510-00-63200	CLEANING SUPPLIES	265.60
0012-0510-00-63210	REPAIRS TO BLDGS	35,637.41
0012-0510-00-63415	REPAIRS TO EQUIPMENT	1,584.28

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

Pending Expense Approval Report

Payable Dates: 01/01/2023 -

**Account Summary**

Account Number	Account Name	Expense Amount
0012-0510-00-63500	REPAIR MATERIALS	32.99
0012-0510-00-67100	HAND TOOLS & EQUIPM...	21.99
0012-0530-00-69074	STATE HOMELAND SECU...	467.38
0012-0540-20-62670	FUEL & OIL	7,471.92
0012-0540-20-69070	CONTINGENCY-MATCHI...	19,609.00
0012-0540-21-62612	AMBULANCE SUPPLIES	2,660.56
0012-0540-24-63420	REPAIRS TO AMB/EQUI...	2,034.15
0012-0540-25-61000	COMMUNICATIONS EXP...	399.06
0012-0540-25-62607	TRAINING COURSES/SU...	2,000.00
0012-0540-25-62654	COVID-19 EXPENSES	127.34
0012-0555-00-62640	SUPPLIES/EQUIP UNDER...	47.98
0012-0560-11-62105	EMPLOYEE UNIFORMS	140.00
0012-0560-11-62630	PHOTO/RIFLE/RANGE S...	1,370.00
0012-0560-11-62640	SUPPLIES/EQUIPMENT ...	1,145.32
0012-0560-11-62670	FUEL & OIL	7,493.75
0012-0560-11-62690	MISCELLANEOUS EXPEN...	1,398.59
0012-0560-11-63300	REPAIRS OF VEH/EQUIP	2,456.61
0012-0560-11-63400	RADIO AND RADIO REPA...	3,566.00
0012-0560-14-61000	COMMUNICATIONS EXP...	802.86
0012-0560-14-61700	CONFERENCE/SEMINARS..	222.85
0012-0560-14-61810	SCHOOLS FOR DEPUTIES...	271.18
0012-0565-00-62632	JAIL SUPPLIES	549.62
0012-0565-00-63200	CLEANING SUPPLIES	2,579.12
0012-0565-00-65010	FOOD FOR PRISONERS	9,184.69
0012-0565-00-65020	PRISONER MEDICAL/ME...	7,722.73
0012-0565-00-66515	REQUIRED TESTING & D...	600.00
0012-0570-00-65031	DETENTION SERVICES	600.00
0012-0580-00-62600	OFFICE SUPPLIES	99.44
0012-0585-00-61000	COMMUNICATIONS EXP...	15.91
0012-0585-00-64000	SOFTWARE/LICENSE SER...	10,205.00
0012-0640-00-66400	AUTOPSIES	1,115.00
0012-0645-00-69052	MEDICAL, IHC	55.00
0012-0665-00-61000	COMMUNICATIONS EXP...	130.68
0012-0695-00-61000	COMMUNICATIONS EXP...	854.46
0012-0695-00-61300	PUBLISHING & SUBSCRI...	479.07
0012-0695-00-61405	POSTAGE & BOX RENT	3,462.02
0012-0695-00-61600	BONDS	50.00
0012-0695-00-69072	CONTINGENCIES	878.00
0015-0350-00-67115	EQUIPMENT	20,434.98
0021-0621-00-61000	COMMUNICATIONS EXP...	80.00
0021-0621-00-62100	UNIFORMS	140.74
0021-0621-00-62680	R&B MATERIALS	250,412.09
0021-0621-00-63500	REPAIR MATERIALS	1,538.54
0021-0621-00-66515	CDL TESTING	210.00
0022-0622-00-62100	UNIFORMS	449.46
0022-0622-00-62645	SHOP SUPPLIES	11.37
0022-0622-00-62671	FUEL & LUBRICANTS	13,104.21
0022-0622-00-62680	R&B MATERIALS	74,663.23
0022-0622-00-63105	HERBICIDES	92.98
0022-0622-00-63300	REPAIRS OF EQUIP/VEHI...	39.00
0022-0622-00-63500	REPAIR MATERIALS	217.20
0023-0623-00-62100	UNIFORMS	113.14
0023-0623-00-62671	FUEL & LUBRICANTS	708.00
0023-0623-00-62680	ROAD & BRIDGE MATER...	124,754.96
0023-0623-00-63300	REPAIRS OF EQUIP/VEHI...	14.50
0023-0623-00-63500	REPAIR MATERIALS	826.12
0024-0624-00-62000	TRAVEL EXPENSES	396.93
0024-0624-00-62100	UNIFORMS	137.12

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

Pending Expense Approval Report

Payable Dates: 01/01/2023 -

**Account Summary**

Account Number	Account Name	Expense Amount
0024-0624-00-62671	FUEL & LUBRICANTS	180.00
0024-0624-00-63000	UTILITIES	36.48
0024-0624-00-63300	REPAIRS OF EQUIP/VEHI...	1,134.81
0024-0624-00-63500	REPAIR MATERIALS	125.22
0060-0615-00-66300	SOFTWARE MAINTENAN...	6,555.00
0080-0475-00-69900	MISCELLANEOUS	135.33
	<b>Grand Total:</b>	<b>661,284.39</b>

**Project Account Summary**

Project Account Key	Expense Amount
**None**	661,284.39
	<b>Grand Total: 661,284.39</b>

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

**September 25, 2023**

**Second Agenda Called at 10:32 A.M.**

**Second Agenda Adjourned at 10:34 A.M.**

- \_19. Announcements (without discussion and no action) by elected officials/department heads. (Types of Announcements: Events, Road Conditions, Weather Occurrences, Important Dates, Vacancies in Offices or Positions, Accomplishments of Individuals, and Notices)

**Chuck Rogers reminded the audience that the burn ban is still on.**

**Commissioner Gertson announced to be of mindful of the burn ban. If it rains, please don't burn. Small showers aren't enough.**

**Commissioner Brandt announced that Irby Construction and LCRA finished power line work. During this they crossed County Road 220 and did damage to the shoulders. Because they cannot do the repairs, they are sending a \$12,000 check to Precinct 2 to fix the damage.**

**Commissioner Wessels announced that he had also received money to repair damage done on Schulenburg Lane and Garden Oaks.**

**Michelle Lowrance announced that she received notification that \$195,000 from GLO will be transferred into the county account tonight. She will submit the invoice for GrantWorks at the next meeting.**

- \_20. Commissioners Court Members sign all documents and papers acted upon or approved.

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

- \_21. Adjourn.

**Motion by Judge Prause to adjourn at 10:40 A.M.; seconded by Commissioner Neuendorff;  
5 ayes 0 nays; motion carried; it was so ordered.**

**An audio recording of this meeting of September 25, 2023 is available in the County Clerk's  
Office.**

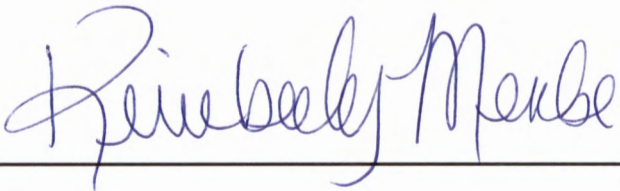
**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**September 25, 2023**

**Minutes were taken and prepared by Kimberly Menke, County Clerk on the 25<sup>th</sup>  
day of September 2023 with Judge Ty Prause presiding.**

**I, KIMBERLY MENKE, COUNTY CLERK AND EX-OFFICIO OF THE  
COMMISSIONERS COURT IN AND FOR COLORADO COUNTY, TEXAS do hereby  
certify that the foregoing is a true and correct copy of the minutes of the  
Commissioner Court in session on the 25<sup>th</sup> day of September 2023.**

**Given under my hand and official seal of office this date September 25, 2023.**

  
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