



## MINUTES

### WALLER COUNTY COMMISSIONERS COURT REGULAR SESSION WEDNESDAY – APRIL 3, 2024

**BE IT REMEMBERED** that the Honorable Commissioner's Court of Waller County, Texas, met in **REGULAR SESSION** on Wednesday, the 4<sup>th</sup> day of April 2024 at its meeting place at the Waller County Joe Kuciemba Annex, Hempstead, Texas.

#### CALL TO ORDER

The meeting was called to order by Waller County Judge Trey Duhon at 9:01 a.m. with the following members of the Court present to-wit:

Carbett "Trey" J. Duhon III, County Judge  
John A. Amsler, Commissioner Precinct 1  
Kendric D. Jones, Commissioner Precinct 3  
Justin Beckendorff, Commissioner Precinct 4  
Debbie Hollan, County Clerk

Absent: Walter Smith, Commissioner Precinct 2

Delivery of Invocation by: Commissioner Amsler

Pledge to the American Flag and Texas Flag led by: Commissioner Beckendorff

Commissioner Jones made motion to approve agenda, seconded by Commissioner Beckendorff.

**Motion carried** by 4-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Absent

Commissioner Jones

– Yes

Commissioner Beckendorff

– Yes

#### PUBLIC COMMENT

1. Larry Parr

#### CONSENT AGENDA

Items identified within the Consent Agenda are of a routine nature and will be passed with one vote without being discussed separately. If a member of the court or public requests that a particular item be discussed, that agenda item will be pulled from the Consent Agenda and discussed as part of the regular agenda at the appropriate time. One vote will approve the remaining items on the Consent Agenda.

2. Approval of Minutes – March 20, 2024 Regular Session
3. Request by County Treasurer for approval of Payroll disbursements.
4. Request by County Auditor to approve and/or ratification of Accounts Payable
5. Request by County Tax Assessor Collector to approve refunds in excess of \$500.00 in accordance with section 31.11 Texas Tax Code.

6. Place roads in Sunterra -Section 53 into a one year warranty period beginning March 8th, 2024, as recommended by the County Engineer.

#### **Requests to approve payments**

7. \$7,800.00 for Invoice # 1320 to Fort Bend Medical Examiner from line item 125-423-540702 [Autopsy].
8. \$1,360.00 for Invoice #88985 to Texas Association of Counties from line item 125-411-562300 [County Organizational Dues].
9. \$75,000.00 for Invoice # 2454 to Waller County Economic Development from line item 125-411-547200 [Economic Development].
10. \$500.00 for Invoice # 0531 and \$500.00 for Invoice # 0492 for a total of \$1,000.00 to Clay's Funeral Home from line item 125-423-540705 [Transport to Morgue].
11. \$1,984.43 for Invoice #27 to King Architectural Consulting Services from line-item 604-604-545405 [Professional Services].
12. \$2,592.00 for Invoice dated March 12, 2024 to the County Judges and Commissioners Association of Texas from line item 125-411-562300 [County Organizational Dues].

Motion to approve Consent Agenda made by Commissioner Jones, seconded by Commissioner Amsler.

**Motion carried** by 4-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Absent

Commissioner Jones

– Yes

Commissioner Beckendorff – Yes

#### **Advanced to Agenda Items #22 & #26**

22. Approve replacement of existing link from Waller County Radio System to Harris County RNOC (Radio Network Operations Center). One time charge of \$350.00 and a monthly cost of \$1,145.74 for a three (3) year term or one time charge of \$350.00 and a monthly cost of \$1,115.74 for a five (5) year term. Funds to be paid from line item 125-411-542502 [Internet Services].

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Judge Duhon made motion to amend we go with the five (5) year term at a cost of \$1,115.74 a month, seconded by Commissioner Jones.

**Motion carried** by 4-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Absent

Commissioner Jones

– Yes

Commissioner Beckendorff – Yes

26. Approve ICS proposal for replacement of AT & T phone lines and Fax line with six (6) phones and one (1) fax line. Monthly cost of \$219.75 for a 60 month term to be paid from line item 125-411-542501 [Telephone/Equip & Svc].

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

**Motion carried** by 4-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Absent

Commissioner Jones

– Yes

Commissioner Beckendorff – Yes

#### **Proceeded with Agenda Item #13**



## PROCLAMATION

13. Approve Proclamation recognizing April as Child Abuse Awareness and Prevention Month in Waller County.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

**Motion carried** by 4-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler  
Commissioner Jones

– Yes  
– Yes

Commissioner Smith – Absent  
Commissioner Beckendorff – Yes

## COUNTY ENGINEER

14. Publicly **open** statements of qualifications received pursuant to the Traffic-Specific Engineering Services solicitation (RFQ#240306-20).

The following statements of qualifications were opened by the Court:

1. Received April 1, 2024 at 9:43 a.m. from Westwood
2. Received April 2, 2024 at 1:36 p.m. from Tedsi
3. Received April 1, 2024 at 9:43 a.m. from Goodman Cooperation
4. Received April 1, 2024 at 10:55 a.m. from Kimley Horn
5. Received April 2, 2024 at 11:36 a.m. from Gradient Group
6. Received April 1, 2024 at 1:38 p.m. from McDonough Engineering Cooperation
7. Received April 1, 2024 at 1:15 p.m. from CobbFendley
8. Received April 2, 2024 at 2:07 p.m. from BGE, Inc.

15. Approve the Infrastructure Development Plan of Finca Agave Retreat in Precinct 1.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

**Motion carried** by 4-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler – Yes  
Commissioner Jones – Yes

Commissioner Smith – Absent  
Commissioner Beckendorff – Yes

16. Approve revised fee schedule.

Motion made by Commissioner Beckendorff, seconded by Commissioner Jones.

**Motion carried** by 4-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler – Yes  
Commissioner Jones – Yes

Commissioner Smith – Absent  
Commissioner Beckendorff – Yes

17. Approve Subdivision Development Agreement with Sofi Lakes LLC for the Sofi Lakes subdivision.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Judge Duhon made motion to amend to approve contingent upon adding development regulations, infrastructure and services, and municipal management sections to the Plan of Development, seconded by Commissioner Jones

**Amendment carried** by 4-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler – Yes  
Commissioner Jones – Yes

Commissioner Smith – Absent  
Commissioner Beckendorff – Yes

**Amended Motion carried** by 4-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler – Yes  
Commissioner Jones – Yes

Commissioner Smith – Absent  
Commissioner Beckendorff – Yes

18. Approve Subdivision Development Agreement with Woodmere Development Co., Ltd. for the Pattison Farms subdivision.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Commissioner Beckendorff made motion to amend to approve contingent on conveying the necessary easements for Neuman Road prior to submitting the first plat and constructing the future realignment of Morton Road when 1,000 homes are platted, seconded by Commissioner Jones.

**Amendment carried by 4-0 vote.**

|                        |                           |                                |
|------------------------|---------------------------|--------------------------------|
| Judge Trey Duhon – Yes | Commissioner Amsler – Yes | Commissioner Smith – Absent    |
|                        | Commissioner Jones – Yes  | Commissioner Beckendorff – Yes |

**Amended Motion carried by 4-0 vote.**

|                        |                           |                                |
|------------------------|---------------------------|--------------------------------|
| Judge Trey Duhon – Yes | Commissioner Amsler – Yes | Commissioner Smith – Absent    |
|                        | Commissioner Jones – Yes  | Commissioner Beckendorff – Yes |

**Advanced to Agenda Item #25**

25. Discuss vehicle purchase options for a vehicle for Precinct 4 Commissioner.  
*No action required.*

**Proceeded with Agenda Item #19**

**SHERIFF**

19. Approve purchase of seven (7) Chevrolet Tahoe's from Caldwell Chevrolet for a total of \$347,110.00 to be paid from ARPA funds.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

**Motion carried by 4-0 vote.**

|                        |                           |                                |
|------------------------|---------------------------|--------------------------------|
| Judge Trey Duhon – Yes | Commissioner Amsler – Yes | Commissioner Smith – Absent    |
|                        | Commissioner Jones – Yes  | Commissioner Beckendorff – Yes |

Commissioner Amsler made motion to bring agenda item #25 back to the table, seconded by Commissioner Beckendorff.

**Motion carried by 3-1 vote.**

|                        |                           |                                |
|------------------------|---------------------------|--------------------------------|
| Judge Trey Duhon – Yes | Commissioner Amsler – Yes | Commissioner Smith – Absent    |
|                        | Commissioner Jones – No   | Commissioner Beckendorff – Yes |

**Returned to Agenda Item #25**

25. Discuss vehicle purchase options for a vehicle for Precinct 4 Commissioner.  
*No action required.*

**Advanced to Agenda Items #23 & 24**

23. Rescind approval of First Amendment to Interlocal Agreement for Law Enforcement Services with Waller ISD approved on March 20, 2024.

Motion made by Commissioner Beckendorff, seconded by Commissioner Jones.

**Motion carried by 4-0 vote.**

|                        |                           |                                |
|------------------------|---------------------------|--------------------------------|
| Judge Trey Duhon – Yes | Commissioner Amsler – Yes | Commissioner Smith – Absent    |
|                        | Commissioner Jones – Yes  | Commissioner Beckendorff – Yes |

24. Approve updated First Amendment to Interlocal Agreement for Law Enforcement Services with Waller ISD.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

**Motion carried by 4-0 vote.**

|                        |                           |                                |
|------------------------|---------------------------|--------------------------------|
| Judge Trey Duhon – Yes | Commissioner Amsler – Yes | Commissioner Smith – Absent    |
|                        | Commissioner Jones – Yes  | Commissioner Beckendorff – Yes |

**Proceeded with Agenda Item #20**

20. Approve service agreement with NEOGOV for purchase of PowerDMS policy management software and user licenses. Purchase price is \$14,859.10 to be paid from line item 125-516-581700 [Equipment].

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

**Motion carried by 4-0 vote.**

Judge Trey Duhon – Yes

Commissioner Amsler – Yes  
Commissioner Jones – Yes

Commissioner Smith – Absent  
Commissioner Beckendorff – Yes

21. Approve advertisement in The Waller County Express for a request for proposals for one (1) Chevrolet HD2500 truck and six (6) Chevrolet Equinox.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

**Motion carried by 4-0 vote.**

Judge Trey Duhon – Yes

Commissioner Amsler – Yes  
Commissioner Jones – Yes

Commissioner Smith – Absent  
Commissioner Beckendorff – Yes

22. Court addressed agenda item #22 earlier in the meeting. (page 2)

23. Court addressed agenda item #23 earlier in the meeting. (page 4)

24. Court addressed agenda item #24 earlier in the meeting. (page 4)

## COMMISSIONER, PRECINCT 4

25. Court addressed Agenda Item #25 earlier in meeting. (page 4)

## LIBRARY

26. Court addressed Agenda Item #26 earlier in the meeting. (page 2)

## GRANT MANAGER

27. Authorize the County Judge to execute GLO Contract No. 24-065-016-E173 in the amount of \$2,041,703.00 with the Texas General Land Office relative to the Waller County HUD MID Water Improvement (Waller County Prairie View Water Plant) and Planning (Waller County Planning Study) projects.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

**Motion carried by 4-0 vote.**

Judge Trey Duhon – Yes

Commissioner Amsler – Yes  
Commissioner Jones – Yes

Commissioner Smith – Absent  
Commissioner Beckendorff – Yes

28. Authorize and approve Change Order #1 in the amount of \$61,818.90 relative to the Goya Road Drainage Improvements Project. Total project cost is now \$709,693.63. Funds to be paid from line item 241-595-561209 [ARPA Miscellaneous].

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

**Motion carried by 4-0 vote.**

Judge Trey Duhon – Yes

Commissioner Amsler – Yes  
Commissioner Jones – Yes

Commissioner Smith – Absent  
Commissioner Beckendorff – Yes

## TREASURER

29. Request to amend the 2024 Salary Order.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

**Motion carried by 4-0 vote.**

Judge Trey Duhon – Yes

Commissioner Amsler – Yes  
Commissioner Jones – Yes

Commissioner Smith – Absent  
Commissioner Beckendorff – Yes

## AUDITOR

30. ~~Approve 2024 budget adjustments and line item transfers.~~ Item WITHDRAWN.



## MAINTENANCE

31. Publicly **open** proposals received pursuant to the Maintenance Department Fleet Vehicles solicitation (RFP # 240220-25).

The following proposals were opened by the Court:

1. Received April 1, 2024 at 9:42 a.m. from Silsbee Ford

## MISCELLANEOUS

32. Authorize appraisal of 425 Business 290 by Southwest Realty Consultants to be paid from line item #125-600-581901.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

**Motion carried** by 4-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler – Yes

Commissioner Jones – Yes

Commissioner Smith – Absent

Commissioner Beckendorff – Yes

33. Approve a Resolution Expressing Intent to Finance and Reimburse Expenditures to be Incurred by Waller County, Texas.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

**Motion carried** by 4-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler – Yes

Commissioner Jones – Yes

Commissioner Smith – Absent

Commissioner Beckendorff – Yes

34. Select outside counsel for mobility bond projects (RFP 240207-24).

Judge Duhon made motion to enter into negotiations with Husch Blackwell for an agreement for outside counsel for mobility bond projects, seconded Commissioner Beckendorff.

**Motion carried** by 4-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler – Yes

Commissioner Jones – Yes

Commissioner Smith – Absent

Commissioner Beckendorff – Yes

35. ~~Approve deliberation of business and financial issues in executive session based on determination and recommendation from the District Attorney's Office that deliberation in an open meeting regarding business and financial issues related to the purchase, exchange, lease, or value of real properties would have a detrimental effect on the position of the County in negotiations with third persons. Item WITHDRAWN.~~

36. ~~Approve deliberation of business and financial issues in executive session based on determination and recommendation from the District Attorney's Office that deliberation in an open meeting regarding business and financial issues related to contract negotiations for it would have a detrimental effect on the position of the County in negotiations with third persons. Item WITHDRAWN.~~

## EXECUTIVE SESSION

37. ~~Consultation with District Attorney and outside counsel pursuant to Government Code Section 551.074. Item WITHDRAWN.~~
38. ~~Deliberate business and financial issues related to the purchase, exchange, lease or value of real properties pursuant to Government Code Sections 551.072 and 551.0725. Item WITHDRAWN.~~
39. ~~Deliberate business and financial issues related to contract negotiations pursuant to Government Code 551.0725. Item WITHDRAWN.~~

40. ~~Reconvene in Open Session to take any action necessary on matters discussed in Executive Session. Item WITHDRAWN.~~

## ADJOURN MEETING

Motion to **adjourn** meeting by Commissioner Amsler, seconded by Commissioner Jones

**Motion carried** by 4-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Jones

– Yes

Commissioner Smith

– Absent

Commissioner Beckendorff

– Yes

Meeting was **ADJOURNED** at 11:15 a.m.

I **ATTEST** that the above proceedings are the true and correct minutes taken in my capacity as  
Ex-Officio for the Commissioners' Court of Waller County.



*Debbie Hollan*

Debbie Hollan  
Waller County Clerk

**APPROVED** this the 17<sup>th</sup> day of April 2024.

*Justin Beckendorff*

Commissioner Justin Beckendorff  
Presiding Judge

**Public Comment Sign In Sheet**  
**Commissioners Court**  
**April 3, 2024 9:00 a.m.**  
**3 Minute Limit**

**Name**

1.



2.

3.

4.

5.

6.

7.

8.

9.

10.



Waller County, TX

Packet: PYPKT03413 - 04/05/24 PR  
Payroll Set: 01 - Waller County, TX

3

**My Detail Register**  
Payroll Summary

Pay Period: 03/17/2024 - 03/30/2024

Total Direct Deposits: 591,544.35  
Total Check Amounts: 2,738.31

Males Paid: 213  
Females Paid: 161  
Total Employees: 374

**EARNINGS**

| Pay Code            | Units            | Pay Amount        |
|---------------------|------------------|-------------------|
| Cell                | 0.00             | 465.00            |
| CT                  | 171.30           | 4,384.73          |
| Elect-Worker        | 0.00             | 695.00            |
| H                   | 22,368.25        | 587,603.73        |
| Hol                 | 2,158.50         | 56,423.36         |
| Inclement Weather   | 68.50            | 1,925.52          |
| Leave W/O Pay       | 43.00            | 0.00              |
| Longevity           | 0.00             | 143.00            |
| PT-H                | 729.50           | 13,808.96         |
| Sal                 | 309.00           | 92,540.23         |
| Sal - Sup           | 1.00             | 11,030.95         |
| Sal-Other           | 3.00             | 3,169.91          |
| Sick                | 834.35           | 21,006.77         |
| STEP CMV            | 16.00            | 851.77            |
| STEP Comp           | 6.00             | 245.79            |
| Task Force OT Hours | 36.00            | 1,610.29          |
| Travel              | 0.00             | 2,804.69          |
| Vac                 | 700.42           | 18,539.96         |
| <b>Total:</b>       | <b>27,444.82</b> | <b>817,249.66</b> |

**BENEFITS**

| Pay Code            | Units         | Pay Amount      |
|---------------------|---------------|-----------------|
| CE                  | 301.99        | 0.00            |
| CE- Straight        | 106.00        | 0.00            |
| GTL Taxable Benefit | 0.00          | 903.87          |
| Vehicle Taxable     | 98.00         | 294.00          |
| <b>Total:</b>       | <b>505.99</b> | <b>1,197.87</b> |

**TAXES**

| Code          | Subject To | Employee          | Employer         |
|---------------|------------|-------------------|------------------|
| Fed W/H       | 722,586.54 | 58,072.98         | 0.00             |
| FICA          | 784,393.47 | 48,632.34         | 48,632.34        |
| Medicare      | 784,393.47 | 11,373.81         | 11,373.81        |
| Unemployment  | 740,404.50 | 0.00              | 1,184.49         |
| <b>Total:</b> |            | <b>118,079.13</b> | <b>61,190.64</b> |

**DEDUCTIONS**

| Code                 | Subject To | Employee          | Employer          |
|----------------------|------------|-------------------|-------------------|
| Ch 13 Wage Ded 2     | 0.00       | 902.31            | 0.00              |
| Child Support 1      | 0.00       | 4,623.22          | 0.00              |
| Child Support 2      | 0.00       | 953.30            | 0.00              |
| Child Support 4      | 0.00       | 36.92             | 0.00              |
| Child Support MI SDU | 0.00       | 132.18            | 0.00              |
| Child Support MS DHS | 0.00       | 200.78            | 0.00              |
| Dental CAF-125-685   | 0.00       | 49.10             | 183.00            |
| Dental Ins After Tax | 0.00       | 122.75            | 457.50            |
| Dental-CAF           | 0.00       | 2,970.55          | 9,577.00          |
| Dental-Grant 228     | 0.00       | 0.00              | 30.50             |
| Dental-Grant 318-578 | 0.00       | 0.00              | 30.50             |
| Dental-Grant 318-592 | 0.00       | 0.00              | 30.50             |
| Health CAF 125-685   | 0.00       | 351.08            | 6,598.88          |
| Health Ins After Tax | 0.00       | 1,000.72          | 16,476.62         |
| Health-CAF           | 0.00       | 26,657.40         | 363,835.34        |
| Health-Grant 228     | 0.00       | 37.54             | 1,044.50          |
| Health-Grant 318-578 | 0.00       | 100.46            | 1,210.44          |
| Health-Grant 318-592 | 0.00       | 37.54             | 1,044.50          |
| Life                 | 0.00       | 167.20            | 871.22            |
| Life-125-685         | 0.00       | 1.10              | 15.24             |
| Life-Grant 228       | 0.00       | 0.00              | 2.54              |
| Life-Grant 318-578   | 0.00       | 1.10              | 2.54              |
| Life-Grant 318-592   | 0.00       | 0.00              | 2.54              |
| MASA                 | 0.00       | 840.25            | 0.00              |
| MRP                  | 0.00       | 3,067.00          | 0.00              |
| Ret-GTL              | 812,968.92 | 0.00              | 1,951.04          |
| Retirement           | 812,968.92 | 56,907.93         | 89,833.23         |
| Valic                | 0.00       | 4,899.00          | 0.00              |
| Vision CAF 125-685   | 0.00       | 2.29              | 0.00              |
| Vision Ins After Tax | 0.00       | 45.05             | 0.00              |
| Vision-CAF           | 0.00       | 774.23            | 0.00              |
| Vision-Grant 228     | 0.00       | 2.29              | 0.00              |
| Vision-Grant 318-578 | 0.00       | 2.29              | 0.00              |
| Vision-Grant 318-592 | 0.00       | 2.29              | 0.00              |
| <b>Total:</b>        |            | <b>104,887.87</b> | <b>493,197.63</b> |

**RECAP 01 - Waller County, TX**

Earnings: 817,249.66    Benefits: 1,197.87    Deductions: 104,887.87    Taxes: 118,079.13    Net Pay: 594,282.66





| Payable #           | Payable Type | Post Date | Payable Date | Due Date | Discount Date | Amount | Tax | Shipping | Discount | Total |
|---------------------|--------------|-----------|--------------|----------|---------------|--------|-----|----------|----------|-------|
| Payable Description | Bank Code    |           |              |          | On Hold       |        |     |          |          |       |

Vendor: 13586 - MEDICAL AIR SERVICES ASSOCIATION, INC. Vendor Total: 840.25

INV0008239 Invoice 4/5/2024 4/5/2024 4/30/2024 4/5/2024 840.25 0.00 0.00 0.00 840.25  
Payroll Deduction APBNK - APBNK No

| Items             |              |         |             |        |         |          |          |        |  |
|-------------------|--------------|---------|-------------|--------|---------|----------|----------|--------|--|
| Item Description  | Commodity    | Units   | Price       | Amount | Tax     | Shipping | Discount | Total  |  |
| Payroll Deduction | N/A          | 0.00    | 0.00        | 840.25 | 0.00    | 0.00     | 0.00     | 840.25 |  |
| Distributions     |              |         |             |        |         |          |          |        |  |
| Account Number    | Account Name | Project | Account Key | Amount | Percent |          |          |        |  |
| 999-203-111450    | MASA         |         |             | 840.25 | 0%      |          |          |        |  |

Vendor: 17861 - MICHIGAN STATE DISBURSEMENT UNIT Vendor Total: 132.18

INV0008249 Invoice 4/5/2024 4/5/2024 4/5/2024 4/5/2024 132.18 0.00 0.00 0.00 132.18  
Tyshawn Bibbs Order ID 2010248223 APBNK - APBNK No

| Items                             |                  |         |             |        |         |          |          |        |  |
|-----------------------------------|------------------|---------|-------------|--------|---------|----------|----------|--------|--|
| Item Description                  | Commodity        | Units   | Price       | Amount | Tax     | Shipping | Discount | Total  |  |
| Child support - Payroll Deduction | N/A              | 0.00    | 0.00        | 132.18 | 0.00    | 0.00     | 0.00     | 132.18 |  |
| Distributions                     |                  |         |             |        |         |          |          |        |  |
| Account Number                    | Account Name     | Project | Account Key | Amount | Percent |          |          |        |  |
| 999-203-111500                    | Wage Garnishment |         |             | 132.18 | 0%      |          |          |        |  |

Vendor: 17845 - MISSISSIPPI DEPARTMENT OF HUMAN SERVICES Vendor Total: 200.78

INV0008221 Invoice 4/5/2024 4/5/2024 4/5/2024 4/5/2024 200.78 0.00 0.00 0.00 200.78  
Gregory Fowlkes APBNK - APBNK No

| Items                             |                  |         |             |        |         |          |          |        |  |
|-----------------------------------|------------------|---------|-------------|--------|---------|----------|----------|--------|--|
| Item Description                  | Commodity        | Units   | Price       | Amount | Tax     | Shipping | Discount | Total  |  |
| Child support - Payroll Deduction | N/A              | 0.00    | 0.00        | 200.78 | 0.00    | 0.00     | 0.00     | 200.78 |  |
| Distributions                     |                  |         |             |        |         |          |          |        |  |
| Account Number                    | Account Name     | Project | Account Key | Amount | Percent |          |          |        |  |
| 999-203-111500                    | Wage Garnishment |         |             | 200.78 | 0%      |          |          |        |  |

Vendor: 07548 - TAC HEBP Vendor Total: 433,738.34

INV0008222 Invoice 4/5/2024 4/5/2024 4/30/2024 4/5/2024 232.10 0.00 0.00 0.00 232.10  
BCBS Invoice APBNK - APBNK No

| Items            |                             |         |             |        |         |          |          |        |  |
|------------------|-----------------------------|---------|-------------|--------|---------|----------|----------|--------|--|
| Item Description | Commodity                   | Units   | Price       | Amount | Tax     | Shipping | Discount | Total  |  |
| BCBS Invoice     | N/A                         | 0.00    | 0.00        | 232.10 | 0.00    | 0.00     | 0.00     | 232.10 |  |
| Distributions    |                             |         |             |        |         |          |          |        |  |
| Account Number   | Account Name                | Project | Account Key | Amount | Percent |          |          |        |  |
| 999-203-111301   | Medical Insurance/Cafeteria |         |             | 232.10 | 0%      |          |          |        |  |

INV0008223 Invoice 4/5/2024 4/5/2024 4/30/2024 4/5/2024 580.25 0.00 0.00 0.00 580.25  
BCBS invoice APBNK - APBNK No

| Items            |                   |         |             |        |         |          |          |        |  |
|------------------|-------------------|---------|-------------|--------|---------|----------|----------|--------|--|
| Item Description | Commodity         | Units   | Price       | Amount | Tax     | Shipping | Discount | Total  |  |
| BCBS invoice     | N/A               | 0.00    | 0.00        | 580.25 | 0.00    | 0.00     | 0.00     | 580.25 |  |
| Distributions    |                   |         |             |        |         |          |          |        |  |
| Account Number   | Account Name      | Project | Account Key | Amount | Percent |          |          |        |  |
| 999-203-111200   | Medical Insurance |         |             | 580.25 | 0%      |          |          |        |  |

INV0008224 Invoice 4/5/2024 4/5/2024 4/30/2024 4/5/2024 12,547.55 0.00 0.00 0.00 12,547.55  
BCBS invoice APBNK - APBNK No

**Payable Register**

Packet: APPKT06208 - PYPKT03413 - 04/05/24 PR

| Payable #               | Payable Type                | Post Date | Payable Date   | Due Date           | Discount Date | Amount         | Tax             | Shipping        | Discount     | Total      |
|-------------------------|-----------------------------|-----------|----------------|--------------------|---------------|----------------|-----------------|-----------------|--------------|------------|
| Payable Description     | Bank Code                   |           |                |                    | On Hold       |                |                 |                 |              |            |
| <b>Items</b>            |                             |           |                |                    |               |                |                 |                 |              |            |
| <b>Item Description</b> | <b>Commodity</b>            |           | <b>Units</b>   | <b>Price</b>       | <b>Amount</b> | <b>Tax</b>     | <b>Shipping</b> | <b>Discount</b> | <b>Total</b> |            |
| BCBS invoice            | N/A                         |           | 0.00           | 0.00               | 12,547.55     | 0.00           | 0.00            | 0.00            | 12,547.55    |            |
| <b>Distributions</b>    |                             |           |                |                    |               |                |                 |                 |              |            |
| <b>Account Number</b>   | <b>Account Name</b>         |           | <b>Project</b> | <b>Account Key</b> | <b>Amount</b> | <b>Percent</b> |                 |                 |              |            |
| <u>999-203-111301</u>   | Medical Insurance/Cafeteria |           |                |                    | 12,547.55     | 0%             |                 |                 |              |            |
| <u>INV0008225</u>       | Invoice                     | 4/5/2024  | 4/5/2024       | 4/30/2024          | 4/5/2024      | 30.50          | 0.00            | 0.00            | 0.00         | 30.50      |
| BCBS Invoice            | APBNK - APBNK               |           |                |                    | No            |                |                 |                 |              |            |
| <b>Items</b>            |                             |           |                |                    |               |                |                 |                 |              |            |
| <b>Item Description</b> | <b>Commodity</b>            |           | <b>Units</b>   | <b>Price</b>       | <b>Amount</b> | <b>Tax</b>     | <b>Shipping</b> | <b>Discount</b> | <b>Total</b> |            |
| BCBS Invoice            | N/A                         |           | 0.00           | 0.00               | 30.50         | 0.00           | 0.00            | 0.00            | 30.50        |            |
| <b>Distributions</b>    |                             |           |                |                    |               |                |                 |                 |              |            |
| <b>Account Number</b>   | <b>Account Name</b>         |           | <b>Project</b> | <b>Account Key</b> | <b>Amount</b> | <b>Percent</b> |                 |                 |              |            |
| <u>999-203-111301</u>   | Medical Insurance/Cafeteria |           |                |                    | 30.50         | 0%             |                 |                 |              |            |
| <u>INV0008226</u>       | Invoice                     | 4/5/2024  | 4/5/2024       | 4/30/2024          | 4/5/2024      | 30.50          | 0.00            | 0.00            | 0.00         | 30.50      |
| BCBS Invoice            | APBNK - APBNK               |           |                |                    | No            |                |                 |                 |              |            |
| <b>Items</b>            |                             |           |                |                    |               |                |                 |                 |              |            |
| <b>Item Description</b> | <b>Commodity</b>            |           | <b>Units</b>   | <b>Price</b>       | <b>Amount</b> | <b>Tax</b>     | <b>Shipping</b> | <b>Discount</b> | <b>Total</b> |            |
| BCBS Invoice            | N/A                         |           | 0.00           | 0.00               | 30.50         | 0.00           | 0.00            | 0.00            | 30.50        |            |
| <b>Distributions</b>    |                             |           |                |                    |               |                |                 |                 |              |            |
| <b>Account Number</b>   | <b>Account Name</b>         |           | <b>Project</b> | <b>Account Key</b> | <b>Amount</b> | <b>Percent</b> |                 |                 |              |            |
| <u>999-203-111301</u>   | Medical Insurance/Cafeteria |           |                |                    | 30.50         | 0%             |                 |                 |              |            |
| <u>INV0008227</u>       | Invoice                     | 4/5/2024  | 4/5/2024       | 4/30/2024          | 4/5/2024      | 30.50          | 0.00            | 0.00            | 0.00         | 30.50      |
| BCBS Invoice            | APBNK - APBNK               |           |                |                    | No            |                |                 |                 |              |            |
| <b>Items</b>            |                             |           |                |                    |               |                |                 |                 |              |            |
| <b>Item Description</b> | <b>Commodity</b>            |           | <b>Units</b>   | <b>Price</b>       | <b>Amount</b> | <b>Tax</b>     | <b>Shipping</b> | <b>Discount</b> | <b>Total</b> |            |
| BCBS Invoice            | N/A                         |           | 0.00           | 0.00               | 30.50         | 0.00           | 0.00            | 0.00            | 30.50        |            |
| <b>Distributions</b>    |                             |           |                |                    |               |                |                 |                 |              |            |
| <b>Account Number</b>   | <b>Account Name</b>         |           | <b>Project</b> | <b>Account Key</b> | <b>Amount</b> | <b>Percent</b> |                 |                 |              |            |
| <u>999-203-111301</u>   | Medical Insurance/Cafeteria |           |                |                    | 30.50         | 0%             |                 |                 |              |            |
| <u>INV0008228</u>       | Invoice                     | 4/5/2024  | 4/5/2024       | 4/30/2024          | 4/5/2024      | 6,949.96       | 0.00            | 0.00            | 0.00         | 6,949.96   |
| BCBS Invoice            | APBNK - APBNK               |           |                |                    | No            |                |                 |                 |              |            |
| <b>Items</b>            |                             |           |                |                    |               |                |                 |                 |              |            |
| <b>Item Description</b> | <b>Commodity</b>            |           | <b>Units</b>   | <b>Price</b>       | <b>Amount</b> | <b>Tax</b>     | <b>Shipping</b> | <b>Discount</b> | <b>Total</b> |            |
| BCBS Invoice            | N/A                         |           | 0.00           | 0.00               | 6,949.96      | 0.00           | 0.00            | 0.00            | 6,949.96     |            |
| <b>Distributions</b>    |                             |           |                |                    |               |                |                 |                 |              |            |
| <b>Account Number</b>   | <b>Account Name</b>         |           | <b>Project</b> | <b>Account Key</b> | <b>Amount</b> | <b>Percent</b> |                 |                 |              |            |
| <u>999-203-111301</u>   | Medical Insurance/Cafeteria |           |                |                    | 6,949.96      | 0%             |                 |                 |              |            |
| <u>INV0008229</u>       | Invoice                     | 4/5/2024  | 4/5/2024       | 4/30/2024          | 4/5/2024      | 17,477.34      | 0.00            | 0.00            | 0.00         | 17,477.34  |
| BCBS invoice            | APBNK - APBNK               |           |                |                    | No            |                |                 |                 |              |            |
| <b>Items</b>            |                             |           |                |                    |               |                |                 |                 |              |            |
| <b>Item Description</b> | <b>Commodity</b>            |           | <b>Units</b>   | <b>Price</b>       | <b>Amount</b> | <b>Tax</b>     | <b>Shipping</b> | <b>Discount</b> | <b>Total</b> |            |
| BCBS invoice            | N/A                         |           | 0.00           | 0.00               | 17,477.34     | 0.00           | 0.00            | 0.00            | 17,477.34    |            |
| <b>Distributions</b>    |                             |           |                |                    |               |                |                 |                 |              |            |
| <b>Account Number</b>   | <b>Account Name</b>         |           | <b>Project</b> | <b>Account Key</b> | <b>Amount</b> | <b>Percent</b> |                 |                 |              |            |
| <u>999-203-111200</u>   | Medical Insurance           |           |                |                    | 17,477.34     | 0%             |                 |                 |              |            |
| <u>INV0008230</u>       | Invoice                     | 4/5/2024  | 4/5/2024       | 4/30/2024          | 4/5/2024      | 390,492.74     | 0.00            | 0.00            | 0.00         | 390,492.74 |
| BCBS invoice            | APBNK - APBNK               |           |                |                    | No            |                |                 |                 |              |            |
| <b>Items</b>            |                             |           |                |                    |               |                |                 |                 |              |            |
| <b>Item Description</b> | <b>Commodity</b>            |           | <b>Units</b>   | <b>Price</b>       | <b>Amount</b> | <b>Tax</b>     | <b>Shipping</b> | <b>Discount</b> | <b>Total</b> |            |
| BCBS invoice            | N/A                         |           | 0.00           | 0.00               | 390,492.74    | 0.00           | 0.00            | 0.00            | 390,492.74   |            |
| <b>Distributions</b>    |                             |           |                |                    |               |                |                 |                 |              |            |
| <b>Account Number</b>   | <b>Account Name</b>         |           | <b>Project</b> | <b>Account Key</b> | <b>Amount</b> | <b>Percent</b> |                 |                 |              |            |
| <u>999-203-111301</u>   | Medical Insurance/Cafeteria |           |                |                    | 390,492.74    | 0%             |                 |                 |              |            |

## Payable Register

Packet: APPKT06208 - PYPKT03413 - 04/05/24 PR

| Payable #           | Payable Type                | Post Date | Payable Date | Due Date    | Discount Date | Amount   | Tax      | Shipping | Discount | Total    |
|---------------------|-----------------------------|-----------|--------------|-------------|---------------|----------|----------|----------|----------|----------|
| Payable Description | Bank Code                   |           |              |             | On Hold       |          |          |          |          |          |
| INV0008231          | Invoice                     | 4/5/2024  | 4/5/2024     | 4/30/2024   | 4/5/2024      | 1,082.04 | 0.00     | 0.00     | 0.00     | 1,082.04 |
| BCBS Invoice        | APBNK - APBNK               |           |              |             | No            |          |          |          |          |          |
| Items               |                             |           |              |             |               |          |          |          |          |          |
| Item Description    | Commodity                   |           | Units        | Price       | Amount        | Tax      | Shipping | Discount | Total    |          |
| BCBS Invoice        | N/A                         |           | 0.00         | 0.00        | 1,082.04      | 0.00     | 0.00     | 0.00     | 1,082.04 |          |
| Distributions       |                             |           |              |             |               |          |          |          |          |          |
| Account Number      | Account Name                |           | Project      | Account Key | Amount        | Percent  |          |          |          |          |
| 999-203-111301      | Medical Insurance/Cafeteria |           |              |             | 1,082.04      | 0%       |          |          |          |          |
| INV0008232          | Invoice                     | 4/5/2024  | 4/5/2024     | 4/30/2024   | 4/5/2024      | 1,310.90 | 0.00     | 0.00     | 0.00     | 1,310.90 |
| BCBS Invoice        | APBNK - APBNK               |           |              |             | No            |          |          |          |          |          |
| Items               |                             |           |              |             |               |          |          |          |          |          |
| Item Description    | Commodity                   |           | Units        | Price       | Amount        | Tax      | Shipping | Discount | Total    |          |
| BCBS Invoice        | N/A                         |           | 0.00         | 0.00        | 1,310.90      | 0.00     | 0.00     | 0.00     | 1,310.90 |          |
| Distributions       |                             |           |              |             |               |          |          |          |          |          |
| Account Number      | Account Name                |           | Project      | Account Key | Amount        | Percent  |          |          |          |          |
| 999-203-111301      | Medical Insurance/Cafeteria |           |              |             | 1,310.90      | 0%       |          |          |          |          |
| INV0008233          | Invoice                     | 4/5/2024  | 4/5/2024     | 4/30/2024   | 4/5/2024      | 1,082.04 | 0.00     | 0.00     | 0.00     | 1,082.04 |
| BCBS Invoice        | APBNK - APBNK               |           |              |             | No            |          |          |          |          |          |
| Items               |                             |           |              |             |               |          |          |          |          |          |
| Item Description    | Commodity                   |           | Units        | Price       | Amount        | Tax      | Shipping | Discount | Total    |          |
| BCBS Invoice        | N/A                         |           | 0.00         | 0.00        | 1,082.04      | 0.00     | 0.00     | 0.00     | 1,082.04 |          |
| Distributions       |                             |           |              |             |               |          |          |          |          |          |
| Account Number      | Account Name                |           | Project      | Account Key | Amount        | Percent  |          |          |          |          |
| 999-203-111301      | Medical Insurance/Cafeteria |           |              |             | 1,082.04      | 0%       |          |          |          |          |
| INV0008234          | Invoice                     | 4/5/2024  | 4/5/2024     | 4/30/2024   | 4/5/2024      | 1,038.42 | 0.00     | 0.00     | 0.00     | 1,038.42 |
| BCBS invoice        | APBNK - APBNK               |           |              |             | No            |          |          |          |          |          |
| Items               |                             |           |              |             |               |          |          |          |          |          |
| Item Description    | Commodity                   |           | Units        | Price       | Amount        | Tax      | Shipping | Discount | Total    |          |
| BCBS invoice        | N/A                         |           | 0.00         | 0.00        | 1,038.42      | 0.00     | 0.00     | 0.00     | 1,038.42 |          |
| Distributions       |                             |           |              |             |               |          |          |          |          |          |
| Account Number      | Account Name                |           | Project      | Account Key | Amount        | Percent  |          |          |          |          |
| 999-203-111200      | Medical Insurance           |           |              |             | 1,038.42      | 0%       |          |          |          |          |
| INV0008235          | Invoice                     | 4/5/2024  | 4/5/2024     | 4/30/2024   | 4/5/2024      | 16.34    | 0.00     | 0.00     | 0.00     | 16.34    |
| BCBS Invoice        | APBNK - APBNK               |           |              |             | No            |          |          |          |          |          |
| Items               |                             |           |              |             |               |          |          |          |          |          |
| Item Description    | Commodity                   |           | Units        | Price       | Amount        | Tax      | Shipping | Discount | Total    |          |
| BCBS Invoice        | N/A                         |           | 0.00         | 0.00        | 16.34         | 0.00     | 0.00     | 0.00     | 16.34    |          |
| Distributions       |                             |           |              |             |               |          |          |          |          |          |
| Account Number      | Account Name                |           | Project      | Account Key | Amount        | Percent  |          |          |          |          |
| 999-203-111200      | Medical Insurance           |           |              |             | 16.34         | 0%       |          |          |          |          |
| INV0008236          | Invoice                     | 4/5/2024  | 4/5/2024     | 4/30/2024   | 4/5/2024      | 2.54     | 0.00     | 0.00     | 0.00     | 2.54     |
| BCBS Invoice        | APBNK - APBNK               |           |              |             | No            |          |          |          |          |          |
| Items               |                             |           |              |             |               |          |          |          |          |          |
| Item Description    | Commodity                   |           | Units        | Price       | Amount        | Tax      | Shipping | Discount | Total    |          |
| BCBS Invoice        | N/A                         |           | 0.00         | 0.00        | 2.54          | 0.00     | 0.00     | 0.00     | 2.54     |          |
| Distributions       |                             |           |              |             |               |          |          |          |          |          |
| Account Number      | Account Name                |           | Project      | Account Key | Amount        | Percent  |          |          |          |          |
| 999-203-111200      | Medical Insurance           |           |              |             | 2.54          | 0%       |          |          |          |          |
| INV0008237          | Invoice                     | 4/5/2024  | 4/5/2024     | 4/30/2024   | 4/5/2024      | 3.64     | 0.00     | 0.00     | 0.00     | 3.64     |
| BCBS Invoice        | APBNK - APBNK               |           |              |             | No            |          |          |          |          |          |

## Payable Register

Packet: APPKT06208 - PYPKT03413 - 04/05/24 PR

| Payable #           | Payable Type                | Post Date           | Payable Date | Due Date  | Discount Date | Amount | Tax      | Shipping | Discount | Total  |
|---------------------|-----------------------------|---------------------|--------------|-----------|---------------|--------|----------|----------|----------|--------|
| Payable Description | Bank Code                   |                     |              |           | On Hold       |        |          |          |          |        |
| Item Description    | Commodity                   |                     | Units        | Price     | Amount        | Tax    | Shipping | Discount | Total    |        |
| BCBS Invoice        | N/A                         |                     | 0.00         | 0.00      | 3.64          | 0.00   | 0.00     | 0.00     | 3.64     |        |
| Distributions       |                             |                     |              |           |               |        |          |          |          |        |
| Account Number      | Account Name                | Project Account Key | Amount       | Percent   |               |        |          |          |          |        |
| 999-203-111200      | Medical Insurance           |                     | 3.64         | 0%        |               |        |          |          |          |        |
| INV0008238          | Invoice                     | 4/5/2024            | 4/5/2024     | 4/30/2024 | 4/5/2024      | 2.54   | 0.00     | 0.00     | 0.00     | 2.54   |
| BCBS Invoice        | APBNK - APBNK               |                     |              |           | No            |        |          |          |          |        |
| Item Description    | Commodity                   |                     | Units        | Price     | Amount        | Tax    | Shipping | Discount | Total    |        |
| BCBS Invoice        | N/A                         |                     | 0.00         | 0.00      | 2.54          | 0.00   | 0.00     | 0.00     | 2.54     |        |
| Distributions       |                             |                     |              |           |               |        |          |          |          |        |
| Account Number      | Account Name                | Project Account Key | Amount       | Percent   |               |        |          |          |          |        |
| 999-203-111200      | Medical Insurance           |                     | 2.54         | 0%        |               |        |          |          |          |        |
| INV0008243          | Invoice                     | 4/5/2024            | 4/5/2024     | 4/30/2024 | 4/5/2024      | 2.29   | 0.00     | 0.00     | 0.00     | 2.29   |
| BCBS Invoice        | APBNK - APBNK               |                     |              |           | No            |        |          |          |          |        |
| Item Description    | Commodity                   |                     | Units        | Price     | Amount        | Tax    | Shipping | Discount | Total    |        |
| BCBS Invoice        | N/A                         |                     | 0.00         | 0.00      | 2.29          | 0.00   | 0.00     | 0.00     | 2.29     |        |
| Distributions       |                             |                     |              |           |               |        |          |          |          |        |
| Account Number      | Account Name                | Project Account Key | Amount       | Percent   |               |        |          |          |          |        |
| 999-203-111301      | Medical Insurance/Cafeteria |                     | 2.29         | 0%        |               |        |          |          |          |        |
| INV0008244          | Invoice                     | 4/5/2024            | 4/5/2024     | 4/30/2024 | 4/5/2024      | 45.05  | 0.00     | 0.00     | 0.00     | 45.05  |
| BCBS Invoice        | APBNK - APBNK               |                     |              |           | No            |        |          |          |          |        |
| Item Description    | Commodity                   |                     | Units        | Price     | Amount        | Tax    | Shipping | Discount | Total    |        |
| BCBS Invoice        | N/A                         |                     | 0.00         | 0.00      | 45.05         | 0.00   | 0.00     | 0.00     | 45.05    |        |
| Distributions       |                             |                     |              |           |               |        |          |          |          |        |
| Account Number      | Account Name                | Project Account Key | Amount       | Percent   |               |        |          |          |          |        |
| 999-203-111200      | Medical Insurance           |                     | 45.05        | 0%        |               |        |          |          |          |        |
| INV0008245          | Invoice                     | 4/5/2024            | 4/5/2024     | 4/30/2024 | 4/5/2024      | 774.23 | 0.00     | 0.00     | 0.00     | 774.23 |
| BCBS Invoice        | APBNK - APBNK               |                     |              |           | No            |        |          |          |          |        |
| Item Description    | Commodity                   |                     | Units        | Price     | Amount        | Tax    | Shipping | Discount | Total    |        |
| BCBS Invoice        | N/A                         |                     | 0.00         | 0.00      | 774.23        | 0.00   | 0.00     | 0.00     | 774.23   |        |
| Distributions       |                             |                     |              |           |               |        |          |          |          |        |
| Account Number      | Account Name                | Project Account Key | Amount       | Percent   |               |        |          |          |          |        |
| 999-203-111301      | Medical Insurance/Cafeteria |                     | 774.23       | 0%        |               |        |          |          |          |        |
| INV0008246          | Invoice                     | 4/5/2024            | 4/5/2024     | 4/30/2024 | 4/5/2024      | 2.29   | 0.00     | 0.00     | 0.00     | 2.29   |
| BCBS Invoice        | APBNK - APBNK               |                     |              |           | No            |        |          |          |          |        |
| Item Description    | Commodity                   |                     | Units        | Price     | Amount        | Tax    | Shipping | Discount | Total    |        |
| BCBS Invoice        | N/A                         |                     | 0.00         | 0.00      | 2.29          | 0.00   | 0.00     | 0.00     | 2.29     |        |
| Distributions       |                             |                     |              |           |               |        |          |          |          |        |
| Account Number      | Account Name                | Project Account Key | Amount       | Percent   |               |        |          |          |          |        |
| 999-203-111301      | Medical Insurance/Cafeteria |                     | 2.29         | 0%        |               |        |          |          |          |        |
| INV0008247          | Invoice                     | 4/5/2024            | 4/5/2024     | 4/30/2024 | 4/5/2024      | 2.29   | 0.00     | 0.00     | 0.00     | 2.29   |
| BCBS Invoice        | APBNK - APBNK               |                     |              |           | No            |        |          |          |          |        |
| Item Description    | Commodity                   |                     | Units        | Price     | Amount        | Tax    | Shipping | Discount | Total    |        |
| BCBS Invoice        | N/A                         |                     | 0.00         | 0.00      | 2.29          | 0.00   | 0.00     | 0.00     | 2.29     |        |
| Distributions       |                             |                     |              |           |               |        |          |          |          |        |
| Account Number      | Account Name                | Project Account Key | Amount       | Percent   |               |        |          |          |          |        |
| 999-203-111301      | Medical Insurance/Cafeteria |                     | 2.29         | 0%        |               |        |          |          |          |        |

## Payable Register

Packet: APPKT06208 - PYPKT03413 - 04/05/24 PR

| Payable #           | Payable Type                | Post Date | Payable Date        | Due Date  | Discount Date | Amount  | Tax      | Shipping | Discount | Total |
|---------------------|-----------------------------|-----------|---------------------|-----------|---------------|---------|----------|----------|----------|-------|
| Payable Description | Bank Code                   |           | On Hold             |           |               |         |          |          |          |       |
| INV0008248          | Invoice                     | 4/5/2024  | 4/5/2024            | 4/30/2024 | 4/5/2024      | 2.29    | 0.00     | 0.00     | 0.00     | 2.29  |
| BCBS Invoice        | APBNK - APBNK               |           | No                  |           |               |         |          |          |          |       |
| Items               |                             |           |                     |           |               |         |          |          |          |       |
| Item Description    | Commodity                   |           | Units               | Price     | Amount        | Tax     | Shipping | Discount | Total    |       |
| BCBS Invoice        | N/A                         |           | 0.00                | 0.00      | 2.29          | 0.00    | 0.00     | 0.00     | 2.29     |       |
| Distributions       |                             |           |                     |           |               |         |          |          |          |       |
| Account Number      | Account Name                |           | Project Account Key |           | Amount        | Percent |          |          |          |       |
| 999-203-111301      | Medical Insurance/Cafeteria |           |                     |           | 2.29          | 0%      |          |          |          |       |

**Vendor:** 07551 - TEXAS ASSOCIATION OF COUNTIES**Vendor Total:** 1,184.49

|                                |                  |          |                     |           |          |          |          |          |          |          |
|--------------------------------|------------------|----------|---------------------|-----------|----------|----------|----------|----------|----------|----------|
| <a href="#">INV0008253</a>     | Invoice          | 4/5/2024 | 4/5/2024            | 4/30/2024 | 4/5/2024 | 1,184.49 | 0.00     | 0.00     | 0.00     | 1,184.49 |
| Quarterly unemployment         | APBNK - APBNK    |          | No                  |           |          |          |          |          |          |          |
| Items                          |                  |          |                     |           |          |          |          |          |          |          |
| Item Description               | Commodity        |          | Units               | Price     | Amount   | Tax      | Shipping | Discount | Total    |          |
| Quarterly unemployment         | N/A              |          | 0.00                | 0.00      | 1,184.49 | 0.00     | 0.00     | 0.00     | 1,184.49 |          |
| Distributions                  |                  |          |                     |           |          |          |          |          |          |          |
| Account Number                 | Account Name     |          | Project Account Key |           | Amount   | Percent  |          |          |          |          |
| <a href="#">999-200-112900</a> | Accounts Payable |          |                     |           | 1,184.49 | 0%       |          |          |          |          |

**Vendor:** 12759 - WILLIAM E. HEITKAMP, CHAPTER 13 TRUSTEE**Vendor Total:** 902.31

|                                        |         |                  |          |                     |          |        |         |          |          |        |
|----------------------------------------|---------|------------------|----------|---------------------|----------|--------|---------|----------|----------|--------|
| <u>INV0008217</u>                      | Invoice | 4/5/2024         | 4/5/2024 | 4/5/2024            | 4/5/2024 | 902.31 | 0.00    | 0.00     | 0.00     | 902.31 |
| Cary D. Gray Re: Case # 23-32932-H3-13 |         | APBNK - APBNK    |          | No                  |          |        |         |          |          |        |
| Items                                  |         |                  |          |                     |          |        |         |          |          |        |
| Item Description                       |         | Commodity        |          | Units               | Price    | Amount | Tax     | Shipping | Discount | Total  |
| Chapter 13 Wage Deduction              |         | N/A              |          | 0.00                | 0.00     | 902.31 | 0.00    | 0.00     | 0.00     | 902.31 |
| Distributions                          |         |                  |          |                     |          |        |         |          |          |        |
| Account Number                         |         | Account Name     |          | Project Account Key |          | Amount | Percent |          |          |        |
| <u>999-203-111500</u>                  |         | Wage Garnishment |          |                     |          | 902.31 | 0%      |          |          |        |

Payable Summary

| Type         | Count | Gross      | Tax  | Shipping | Discount | Total      | Manual Payment | Balance    |
|--------------|-------|------------|------|----------|----------|------------|----------------|------------|
| Invoice      | 28    | 436,998.35 | 0.00 | 0.00     | 0.00     | 436,998.35 | 0.00           | 436,998.35 |
| Grand Total: |       | 436,998.35 | 0.00 | 0.00     | 0.00     | 436,998.35 | 0.00           | 436,998.35 |

## Account Summary

| Account               | Name                        | Amount            |
|-----------------------|-----------------------------|-------------------|
| <u>999-200-112900</u> | Accounts Payable            | 1,184.49          |
| <u>999-203-111200</u> | Medical Insurance           | 19,166.12         |
| <u>999-203-111301</u> | Medical Insurance/Cafeteria | 414,572.22        |
| <u>999-203-111450</u> | MASA                        | 840.25            |
| <u>999-203-111500</u> | Wage Garnishment            | 1,235.27          |
|                       | <b>Total:</b>               | <b>436,998.35</b> |





Waller County, TX

# Payable Register

## Payable Detail by Vendor Name

Packet: APPKT06209 - PYPKT03413 - 04/05/24 PR

| Payable #                                                          | Payable Type        | Post Date | Payable Date               | Due Date     | Discount Date | Amount                  | Tax             | Shipping        | Discount     | Total                           |
|--------------------------------------------------------------------|---------------------|-----------|----------------------------|--------------|---------------|-------------------------|-----------------|-----------------|--------------|---------------------------------|
| Payable Description                                                | Bank Code           |           |                            |              | On Hold       |                         |                 |                 |              |                                 |
| <b>Vendor: 01555 - INTERNAL REVENUE SERVICE</b>                    |                     |           |                            |              |               |                         |                 |                 |              | <b>Vendor Total: 178,085.28</b> |
| <u>INV0008250</u>                                                  | Invoice             | 4/5/2024  | 4/5/2024                   | 4/5/2024     | 4/5/2024      | 22,747.62               | 0.00            | 0.00            | 0.00         | 22,747.62                       |
| 941 Medicare Withholdings                                          | APBNK - APBNK       |           |                            |              | No            | Payment Date: 4/5/2024  |                 |                 | Bank Draft:  | DFT0004066                      |
| <b>Items</b>                                                       |                     |           |                            |              |               |                         |                 |                 |              |                                 |
| <b>Item Description</b>                                            | <b>Commodity</b>    |           | <b>Units</b>               | <b>Price</b> | <b>Amount</b> | <b>Tax</b>              | <b>Shipping</b> | <b>Discount</b> | <b>Total</b> |                                 |
| 941 Medicare Withholdings                                          | N/A                 |           | 0.00                       | 0.00         | 22,747.62     | 0.00                    | 0.00            | 0.00            | 22,747.62    |                                 |
| <b>Distributions</b>                                               |                     |           |                            |              |               |                         |                 |                 |              |                                 |
| <b>Account Number</b>                                              | <b>Account Name</b> |           | <b>Project Account Key</b> |              | <b>Amount</b> | <b>Percent</b>          |                 |                 |              |                                 |
| <u>999-203-110100</u>                                              | FICA Payable        |           |                            |              | 22,747.62     | 0%                      |                 |                 |              |                                 |
| <b>Vendor: 01555 - INTERNAL REVENUE SERVICE</b>                    |                     |           |                            |              |               |                         |                 |                 |              |                                 |
| <u>INV0008251</u>                                                  | Invoice             | 4/5/2024  | 4/5/2024                   | 4/5/2024     | 4/5/2024      | 97,264.68               | 0.00            | 0.00            | 0.00         | 97,264.68                       |
| 941 Social Security Withhelds                                      | APBNK - APBNK       |           |                            |              | No            | Payment Date: 4/5/2024  |                 |                 | Bank Draft:  | DFT0004067                      |
| <b>Items</b>                                                       |                     |           |                            |              |               |                         |                 |                 |              |                                 |
| <b>Item Description</b>                                            | <b>Commodity</b>    |           | <b>Units</b>               | <b>Price</b> | <b>Amount</b> | <b>Tax</b>              | <b>Shipping</b> | <b>Discount</b> | <b>Total</b> |                                 |
| 941 Social Security Withhelds                                      | N/A                 |           | 0.00                       | 0.00         | 97,264.68     | 0.00                    | 0.00            | 0.00            | 97,264.68    |                                 |
| <b>Distributions</b>                                               |                     |           |                            |              |               |                         |                 |                 |              |                                 |
| <b>Account Number</b>                                              | <b>Account Name</b> |           | <b>Project Account Key</b> |              | <b>Amount</b> | <b>Percent</b>          |                 |                 |              |                                 |
| <u>999-203-110100</u>                                              | FICA Payable        |           |                            |              | 97,264.68     | 0%                      |                 |                 |              |                                 |
| <b>Vendor: 01555 - INTERNAL REVENUE SERVICE</b>                    |                     |           |                            |              |               |                         |                 |                 |              |                                 |
| <u>INV0008252</u>                                                  | Invoice             | 4/5/2024  | 4/5/2024                   | 4/5/2024     | 4/5/2024      | 58,072.98               | 0.00            | 0.00            | 0.00         | 58,072.98                       |
| 941 Federal Withholding                                            | APBNK - APBNK       |           |                            |              | No            | Payment Date: 4/5/2024  |                 |                 | Bank Draft:  | DFT0004068                      |
| <b>Items</b>                                                       |                     |           |                            |              |               |                         |                 |                 |              |                                 |
| <b>Item Description</b>                                            | <b>Commodity</b>    |           | <b>Units</b>               | <b>Price</b> | <b>Amount</b> | <b>Tax</b>              | <b>Shipping</b> | <b>Discount</b> | <b>Total</b> |                                 |
| 941 Federal Withholding                                            | N/A                 |           | 0.00                       | 0.00         | 58,072.98     | 0.00                    | 0.00            | 0.00            | 58,072.98    |                                 |
| <b>Distributions</b>                                               |                     |           |                            |              |               |                         |                 |                 |              |                                 |
| <b>Account Number</b>                                              | <b>Account Name</b> |           | <b>Project Account Key</b> |              | <b>Amount</b> | <b>Percent</b>          |                 |                 |              |                                 |
| <u>999-203-110200</u>                                              | FIT Payable         |           |                            |              | 58,072.98     | 0%                      |                 |                 |              |                                 |
| <b>Vendor: 07740 - TEXAS COUNTY AND DISTRICT RETIREMENT SYSTEM</b> |                     |           |                            |              |               |                         |                 |                 |              |                                 |
| <u>INV0008240</u>                                                  | Invoice             | 4/5/2024  | 4/5/2024                   | 4/30/2024    | 4/5/2024      | 1,951.04                | 0.00            | 0.00            | 0.00         | 1,951.04                        |
| Payroll Deduction/Contributions                                    | APBNK - APBNK       |           |                            |              | No            | Payment Date: 4/30/2024 |                 |                 | Bank Draft:  | DFT0004063                      |
| <b>Items</b>                                                       |                     |           |                            |              |               |                         |                 |                 |              |                                 |
| <b>Item Description</b>                                            | <b>Commodity</b>    |           | <b>Units</b>               | <b>Price</b> | <b>Amount</b> | <b>Tax</b>              | <b>Shipping</b> | <b>Discount</b> | <b>Total</b> |                                 |
| Payroll Deduction/Contributions                                    | N/A                 |           | 0.00                       | 0.00         | 1,951.04      | 0.00                    | 0.00            | 0.00            | 1,951.04     |                                 |
| <b>Distributions</b>                                               |                     |           |                            |              |               |                         |                 |                 |              |                                 |
| <b>Account Number</b>                                              | <b>Account Name</b> |           | <b>Project Account Key</b> |              | <b>Amount</b> | <b>Percent</b>          |                 |                 |              |                                 |
| <u>999-203-111401</u>                                              | Retirement TCDRS    |           |                            |              | 1,951.04      | 0%                      |                 |                 |              |                                 |
| <b>Vendor: 07740 - TEXAS COUNTY AND DISTRICT RETIREMENT SYSTEM</b> |                     |           |                            |              |               |                         |                 |                 |              |                                 |
| <u>INV0008241</u>                                                  | Invoice             | 4/5/2024  | 4/5/2024                   | 4/30/2024    | 4/5/2024      | 146,741.16              | 0.00            | 0.00            | 0.00         | 146,741.16                      |
| Payroll Deduction/Contributions                                    | APBNK - APBNK       |           |                            |              | No            | Payment Date: 4/30/2024 |                 |                 | Bank Draft:  | DFT0004064                      |
| <b>Items</b>                                                       |                     |           |                            |              |               |                         |                 |                 |              |                                 |
| <b>Item Description</b>                                            | <b>Commodity</b>    |           | <b>Units</b>               | <b>Price</b> | <b>Amount</b> | <b>Tax</b>              | <b>Shipping</b> | <b>Discount</b> | <b>Total</b> |                                 |
| Payroll Deduction/Contributions                                    | N/A                 |           | 0.00                       | 0.00         | 146,741.16    | 0.00                    | 0.00            | 0.00            | 146,741.16   |                                 |
| <b>Distributions</b>                                               |                     |           |                            |              |               |                         |                 |                 |              |                                 |
| <b>Account Number</b>                                              | <b>Account Name</b> |           | <b>Project Account Key</b> |              | <b>Amount</b> | <b>Percent</b>          |                 |                 |              |                                 |
| <u>999-203-111401</u>                                              | Retirement TCDRS    |           |                            |              | 146,741.16    | 0%                      |                 |                 |              |                                 |
| <b>Vendor: 01484 - TEXAS STATE DISBURSEMENT UNIT</b>               |                     |           |                            |              |               |                         |                 |                 |              |                                 |
| <u>INV0008218</u>                                                  | Invoice             | 4/5/2024  | 4/5/2024                   | 4/5/2024     | 4/5/2024      | 4,623.22                | 0.00            | 0.00            | 0.00         | 4,623.22                        |
| Child support - Payroll Deduction                                  | APBNK - APBNK       |           |                            |              | No            | Payment Date: 4/5/2024  |                 |                 | Bank Draft:  | DFT0004060                      |

## Payable Register

Packet: APPKT06209 - PYPKT03413 - 04/05/24 PR

| Payable #                         | Payable Type     | Post Date | Payable Date | Due Date    | Discount Date | Amount                 | Tax      | Shipping    | Discount | Total      |
|-----------------------------------|------------------|-----------|--------------|-------------|---------------|------------------------|----------|-------------|----------|------------|
| Payable Description               | Bank Code        |           |              |             | On Hold       |                        |          |             |          |            |
| Items                             |                  |           |              |             |               |                        |          |             |          |            |
| Item Description                  | Commodity        |           | Units        | Price       | Amount        | Tax                    | Shipping | Discount    | Total    |            |
| Child support - Payroll Deduction | N/A              |           | 0.00         | 0.00        | 4,623.22      | 0.00                   | 0.00     | 0.00        | 4,623.22 |            |
| Distributions                     |                  |           |              |             |               |                        |          |             |          |            |
| Account Number                    | Account Name     |           | Project      | Account Key | Amount        | Percent                |          |             |          |            |
| <u>999-203-111500</u>             | Wage Garnishment |           |              |             | 4,623.22      | 0%                     |          |             |          |            |
| INV0008219                        | Invoice          | 4/5/2024  | 4/5/2024     | 4/5/2024    | 4/5/2024      | 953.30                 | 0.00     | 0.00        | 0.00     | 953.30     |
| Child Support - Payroll Deduction | APBNK - APBNK    |           |              |             | No            | Payment Date: 4/5/2024 |          | Bank Draft: |          | DFT0004061 |
| Items                             |                  |           |              |             |               |                        |          |             |          |            |
| Item Description                  | Commodity        |           | Units        | Price       | Amount        | Tax                    | Shipping | Discount    | Total    |            |
| Child Support - Payroll Deduction | N/A              |           | 0.00         | 0.00        | 953.30        | 0.00                   | 0.00     | 0.00        | 953.30   |            |
| Distributions                     |                  |           |              |             |               |                        |          |             |          |            |
| Account Number                    | Account Name     |           | Project      | Account Key | Amount        | Percent                |          |             |          |            |
| <u>999-203-111500</u>             | Wage Garnishment |           |              |             | 953.30        | 0%                     |          |             |          |            |
| INV0008220                        | Invoice          | 4/5/2024  | 4/5/2024     | 4/5/2024    | 4/5/2024      | 36.92                  | 0.00     | 0.00        | 0.00     | 36.92      |
| Child Support - Payroll Deduction | APBNK - APBNK    |           |              |             | No            | Payment Date: 4/5/2024 |          | Bank Draft: |          | DFT0004062 |
| Items                             |                  |           |              |             |               |                        |          |             |          |            |
| Item Description                  | Commodity        |           | Units        | Price       | Amount        | Tax                    | Shipping | Discount    | Total    |            |
| Child Support - Payroll Deduction | N/A              |           | 0.00         | 0.00        | 36.92         | 0.00                   | 0.00     | 0.00        | 36.92    |            |
| Distributions                     |                  |           |              |             |               |                        |          |             |          |            |
| Account Number                    | Account Name     |           | Project      | Account Key | Amount        | Percent                |          |             |          |            |
| <u>999-203-111500</u>             | Wage Garnishment |           |              |             | 36.92         | 0%                     |          |             |          |            |

Vendor: 08160 - VARIABLE ANNUITY LIFE INS.

Vendor Total: 4,899.00

| INV0008242            | Invoice       | 4/5/2024 | 4/5/2024 | 4/5/2024    | 4/5/2024 | 4,899.00               | 0.00     | 0.00        | 0.00     | 4,899.00   |
|-----------------------|---------------|----------|----------|-------------|----------|------------------------|----------|-------------|----------|------------|
| Payroll Deductions    | APBNK - APBNK |          |          |             | No       | Payment Date: 4/5/2024 |          | Bank Draft: |          | DFT0004065 |
| Items                 |               |          |          |             |          |                        |          |             |          |            |
| Item Description      | Commodity     |          | Units    | Price       | Amount   | Tax                    | Shipping | Discount    | Total    |            |
| Payroll Deductions    | N/A           |          | 0.00     | 0.00        | 4,899.00 | 0.00                   | 0.00     | 0.00        | 4,899.00 |            |
| Distributions         |               |          |          |             |          |                        |          |             |          |            |
| Account Number        | Account Name  |          | Project  | Account Key | Amount   | Percent                |          |             |          |            |
| <u>999-203-112000</u> | VALIC         |          |          |             | 4,899.00 | 0%                     |          |             |          |            |

Payable Summary

| Type         | Count | Gross      | Tax  | Shipping | Discount | Total      | Manual Payment | Balance |
|--------------|-------|------------|------|----------|----------|------------|----------------|---------|
| Invoice      | 9     | 337,289.92 | 0.00 | 0.00     | 0.00     | 337,289.92 | 337,289.92     | 0.00    |
| Grand Total: |       | 337,289.92 | 0.00 | 0.00     | 0.00     | 337,289.92 | 337,289.92     | 0.00    |

**Account Summary**

| <b>Account</b>        | <b>Name</b>      | <b>Amount</b>     |
|-----------------------|------------------|-------------------|
| <u>999-203-110100</u> | FICA Payable     | 120,012.30        |
| <u>999-203-110200</u> | FIT Payable      | 58,072.98         |
| <u>999-203-111401</u> | Retirement TCDRS | 148,692.20        |
| <u>999-203-111500</u> | Wage Garnishment | 5,613.44          |
| <u>999-203-112000</u> | VALIC            | 4,899.00          |
|                       | <b>Total:</b>    | <b>337,289.92</b> |



Commissioner's Court Date: 04-03-24

It is ORDERED by this Court motion by Commissioner Jones, duly seconded by Commissioner Amsler that the following Accounts Payable be and the same are hereby **APPROVED** with warrants to be issued accordingly, with 4 members present voting in favor and 0 members present voting opposed.

Attest:

Debbie Hollan  
Debbie Hollan, County Clerk

Date: April 3, 2024

Approved:

Alan Younts  
Alan Younts, County Auditor

Commissioners' Court Approval:

John A. Amsler  
John A. Amsler  
Commissioner, Precinct 1

Absent

Walter E. Smith  
Walter E. Smith  
Commissioner, Precinct 2

Kendric D. Jones  
Kendric D. Jones  
Commissioner, Precinct 3

Justin Beckendorff  
Justin Beckendorff  
Commissioner, Precinct 4

Carbett "Trey" J. Duhon  
Carbett "Trey" J. Duhon  
County Judge



Waller County, TX

Check Register

Item 4.

Packet: APPKT06203 - COMM CRT 04/03/2024

By Check Number

| Vendor Number          | Vendor Name                     | Payment Date              | Payment Type                         | Discount Amount         | Payment Amount        | Number  |
|------------------------|---------------------------------|---------------------------|--------------------------------------|-------------------------|-----------------------|---------|
| Bank Code: APBNK-APBNK |                                 |                           |                                      |                         |                       |         |
| 18703                  | A&A GRAPHICS SUPPLY INC.        | 04/03/2024                | Regular                              | 0.00                    | 961.73                | 1145748 |
| <b>Payable #</b>       | <b>Payable Type</b>             | <b>Payable Date</b>       | <b>Payable Description</b>           | <b>Discount Amount</b>  | <b>Payable Amount</b> |         |
| <b>Account Number</b>  |                                 | <b>Account Name</b>       | <b>Project Account Key</b>           | <b>Item Description</b> | <b>Dist Amount</b>    |         |
| <u>212243</u>          | Invoice                         | 02/06/2024                | 110/11897/CUST#WALLER COUNTY/R&B/    | 0.00                    | 961.73                |         |
| <u>110-530-587411</u>  |                                 | Sign & Striping Materials | 110/11897/CUST#WALLER                |                         | 961.73                |         |
| 19343                  | AGUILAR, ALFONSO                | 04/03/2024                | Regular                              | 0.00                    | 200.00                | 1145749 |
| <b>Payable #</b>       | <b>Payable Type</b>             | <b>Payable Date</b>       | <b>Payable Description</b>           | <b>Discount Amount</b>  | <b>Payable Amount</b> |         |
| <b>Account Number</b>  |                                 | <b>Account Name</b>       | <b>Project Account Key</b>           | <b>Item Description</b> | <b>Dist Amount</b>    |         |
| <u>030</u>             | Invoice                         | 03/07/2024                | 125/11742/INTERPRETER 03.07.2024/JP# | 0.00                    | 200.00                |         |
| <u>125-422-566505</u>  |                                 | Interpreter Services      | 125/11742/INTERPRETER                |                         | 200.00                |         |
| 11652                  | ALSCO                           | 04/03/2024                | Regular                              | 0.00                    | 71.08                 | 1145750 |
| <b>Payable #</b>       | <b>Payable Type</b>             | <b>Payable Date</b>       | <b>Payable Description</b>           | <b>Discount Amount</b>  | <b>Payable Amount</b> |         |
| <b>Account Number</b>  |                                 | <b>Account Name</b>       | <b>Project Account Key</b>           | <b>Item Description</b> | <b>Dist Amount</b>    |         |
| <u>LCEN1224200</u>     | Invoice                         | 03/06/2024                | 110/11756/CUST#0326860/R&B/PO 3996   | 0.00                    | 71.08                 |         |
| <u>110-530-568455</u>  |                                 | Fleet Operations          | 110/11756/CUST#032686                |                         | 71.08                 |         |
| 11327                  | AMBASSADOR SERVICES LLC         | 04/03/2024                | Regular                              | 0.00                    | 5,921.51              | 1145751 |
| <b>Payable #</b>       | <b>Payable Type</b>             | <b>Payable Date</b>       | <b>Payable Description</b>           | <b>Discount Amount</b>  | <b>Payable Amount</b> |         |
| <b>Account Number</b>  |                                 | <b>Account Name</b>       | <b>Project Account Key</b>           | <b>Item Description</b> | <b>Dist Amount</b>    |         |
| <u>101334</u>          | Invoice                         | 03/01/2024                | 125/11371/JANITORIAL SERVICES/MARCH  | 0.00                    | 3,161.51              |         |
| <u>125-442-545400</u>  |                                 | Contract Labor            | 125/11371/JANITORIAL SE              |                         | 3,161.51              |         |
| <u>101455</u>          | Invoice                         | 02/29/2024                | 125/11721/PORTER SERVICES/FEB/BUILD  | 0.00                    | 2,760.00              |         |
| <u>125-442-545400</u>  |                                 | Contract Labor            | 125/11721/PORTER SERVI               |                         | 2,760.00              |         |
| T.14590                | AMERICAN PATRIOT INDUSTRIES, IN | 04/03/2024                | Regular                              | 0.00                    | 4,912.42              | 1145752 |
| <b>Payable #</b>       | <b>Payable Type</b>             | <b>Payable Date</b>       | <b>Payable Description</b>           | <b>Discount Amount</b>  | <b>Payable Amount</b> |         |
| <b>Account Number</b>  |                                 | <b>Account Name</b>       | <b>Project Account Key</b>           | <b>Item Description</b> | <b>Dist Amount</b>    |         |
| <u>26248</u>           | Invoice                         | 03/01/2024                | 125/11368/INV#26248/BUILD MAINT/PO   | 0.00                    | 2,032.56              |         |
| <u>125-442-530100</u>  |                                 | Supplies                  | 125/11368/INV#26248/BU               |                         | 2,032.56              |         |
| <u>26259</u>           | Invoice                         | 03/11/2024                | 125/11768/INV#26259/BUILD MAINT/PO   | 0.00                    | 2,119.74              |         |
| <u>125-442-530100</u>  |                                 | Supplies                  | 125/11768/INV#26259/BU               |                         | 2,119.74              |         |
| <u>26265</u>           | Invoice                         | 03/08/2024                | 125/11601/INV#26265/BUILD MAINT/PO   | 0.00                    | 391.06                |         |
| <u>125-442-530100</u>  |                                 | Supplies                  | 125/11601/INV#26265/BU               |                         | 391.06                |         |
| <u>26275</u>           | Invoice                         | 03/11/2024                | 125/11610/INV#26275/BUILD MAINT/PO   | 0.00                    | 369.06                |         |
| <u>125-442-530100</u>  |                                 | Supplies                  | 125/11610/INV#26275/BU               |                         | 369.06                |         |
| T.8502                 | APPEL FORD MERCURY              | 04/03/2024                | Regular                              | 0.00                    | 3,704.49              | 1145753 |
| <b>Payable #</b>       | <b>Payable Type</b>             | <b>Payable Date</b>       | <b>Payable Description</b>           | <b>Discount Amount</b>  | <b>Payable Amount</b> |         |
| <b>Account Number</b>  |                                 | <b>Account Name</b>       | <b>Project Account Key</b>           | <b>Item Description</b> | <b>Dist Amount</b>    |         |
| <u>91059</u>           | Invoice                         | 01/23/2024                | 125/11229/REPAIRS UNIT#107/LAW ENF/  | 0.00                    | 1,813.95              |         |
| <u>125-518-536400</u>  |                                 | Parts and Repairs         | 125/11229/REPAIRS UNIT#              |                         | 1,813.95              |         |
| <u>91196</u>           | Invoice                         | 01/25/2024                | 125/11254/REPAIRS UNIT#132/LAW ENF/  | 0.00                    | 1,554.76              |         |
| <u>125-518-536400</u>  |                                 | Parts and Repairs         | 125/11254/REPAIRS UNIT#              |                         | 1,554.76              |         |
| <u>94584</u>           | Invoice                         | 03/14/2024                | 125/11936/REPAIRS UNIT#314/LAW ENF/  | 0.00                    | 335.78                |         |
| <u>125-518-536400</u>  |                                 | Parts and Repairs         | 125/11936/REPAIRS UNIT#              |                         | 335.78                |         |
| 10919                  | ASCO EQUIPMENT                  | 04/03/2024                | Regular                              | 0.00                    | 1,015.30              | 1145754 |

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| Vendor Number  | Vendor Name                 | Payment Date              | Payment Type                         | Discount Amount         | Payment Amount | Number  |
|----------------|-----------------------------|---------------------------|--------------------------------------|-------------------------|----------------|---------|
| Payable #      | Payable Type                | Payable Date              | Payable Description                  | Discount Amount         | Payable Amount |         |
| Account Number |                             | Account Name              | Project Account Key                  | Item Description        | Dist Amount    |         |
| PSO480306.1    | Invoice                     | 03/04/2024                | 110/11667/CUST#BP0032649/R&B/PO 39   | 0.00                    | 1,015.30       |         |
| 110-530-568455 |                             | Fleet Operations          |                                      | 110/11667/CUST#BP0032   | 1,015.30       |         |
| 17661          | ATRON SOLUTIONS, LLC        | 04/03/2024                | Regular                              | 0.00                    | 18,141.74      | 1145755 |
| Payable #      | Payable Type                | Payable Date              | Payable Description                  | Discount Amount         | Payable Amount |         |
| Account Number |                             | Account Name              | Project Account Key                  | Item Description        | Dist Amount    |         |
| 41168          | Invoice                     | 03/18/2024                | 125/11943/CUST#2481/COURTHOUSE DE    | 0.00                    | 18,141.74      |         |
| 125 411 542502 |                             | Internet Service          |                                      | 125/11943/CUST#2481/C   | 18,141.74      |         |
| 12728          | AUSTIN COUNTY GLASS         | 04/03/2024                | Regular                              | 0.00                    | 642.00         | 1145756 |
| Payable #      | Payable Type                | Payable Date              | Payable Description                  | Discount Amount         | Payable Amount |         |
| Account Number |                             | Account Name              | Project Account Key                  | Item Description        | Dist Amount    |         |
| 1064           | Invoice                     | 02/23/2024                | 125/11273/INV#1064/BUILD MAINT/PO 4  | 0.00                    | 642.00         |         |
| 125 442 544700 |                             | Repair & Replacement      |                                      | 125/11273/INV#1064/BUI  | 642.00         |         |
| 20763          | BAKER MORAN DOGGETT MA & DO | 04/03/2024                | Regular                              | 0.00                    | 185.00         | 1145757 |
| Payable #      | Payable Type                | Payable Date              | Payable Description                  | Discount Amount         | Payable Amount |         |
| Account Number |                             | Account Name              | Project Account Key                  | Item Description        | Dist Amount    |         |
| 031424         | Invoice                     | 03/14/2024                | 125/11769/SECURITY DEPOSIT/COMM CE   | 0.00                    | 185.00         |         |
| 125 000 470020 |                             | Rental Fee/Comm Ctr       |                                      | 125/11769/SECURITY DEP  | 100.00         |         |
| 125 210 111510 |                             | Security Deposit/Comm C   |                                      | 125/11769/SECURITY DEP  | 85.00          |         |
| 14938          | BECKWORTH, BENJAMIN D.      | 04/03/2024                | Regular                              | 0.00                    | 330.00         | 1145758 |
| Payable #      | Payable Type                | Payable Date              | Payable Description                  | Discount Amount         | Payable Amount |         |
| Account Number |                             | Account Name              | Project Account Key                  | Item Description        | Dist Amount    |         |
| 030624         | Invoice                     | 03/06/2024                | 125/11827/CAUSE#CPC23-12-0002/CCAL   | 0.00                    | 330.00         |         |
| 125 411 545700 |                             | Foster Care/Ad Litem Atty |                                      | 125/11827/CAUSE#CPC23-  | 330.00         |         |
| 12563          | BENFORD, TAMARA             | 04/03/2024                | Regular                              | 0.00                    | 10.39          | 1145759 |
| Payable #      | Payable Type                | Payable Date              | Payable Description                  | Discount Amount         | Payable Amount |         |
| Account Number |                             | Account Name              | Project Account Key                  | Item Description        | Dist Amount    |         |
| 031224         | Invoice                     | 03/12/2024                | 125/11806/MILEAGE REIMB ELECTION DA  | 0.00                    | 10.39          |         |
| 125 434 532000 |                             | Election Expense - County |                                      | 125/11806/MILEAGE REIM  | 10.39          |         |
| 10668          | BROWN, VICKI                | 04/03/2024                | Regular                              | 0.00                    | 1,332.75       | 1145760 |
| Payable #      | Payable Type                | Payable Date              | Payable Description                  | Discount Amount         | Payable Amount |         |
| Account Number |                             | Account Name              | Project Account Key                  | Item Description        | Dist Amount    |         |
| 031224         | Invoice                     | 03/12/2024                | 241/11761/VISITING REPORTER CAUSE# 1 | 0.00                    | 1,332.75       |         |
| 241 595 561209 |                             | ARP Miscellaneous         |                                      | 241/11761/VISITING REPO | 1,332.75       |         |
| 10489          | BUCKEYE CLEANING CENTER     | 04/03/2024                | Regular                              | 0.00                    | 3,388.60       | 1145761 |
| Payable #      | Payable Type                | Payable Date              | Payable Description                  | Discount Amount         | Payable Amount |         |
| Account Number |                             | Account Name              | Project Account Key                  | Item Description        | Dist Amount    |         |
| 90538558       | Invoice                     | 10/25/2023                | 125/10758/CUST#30304/BUILD MAINT/P   | 0.00                    | 200.70         |         |
| 125 442 530100 |                             | Supplies                  |                                      | 125/10758/CUST#30304/B  | 200.70         |         |
| 90545841       | Invoice                     | 11/28/2023                | 125/10757/CUST#30304/BUILD MAINT/P   | 0.00                    | 2,217.50       |         |
| 125 441 530100 |                             | Supplies                  |                                      | 125/10757/CUST#30304/B  | 2,217.50       |         |
| 90567466       | Invoice                     | 03/05/2024                | 125/11738/CUST#30699/SO JAIL /PO 399 | 0.00                    | 970.40         |         |
| 125 505 564300 |                             | Disinfectant and Soap     |                                      | 125/11738/CUST#30699/S  | 970.40         |         |
| 01779          | C & G WHOLESALE             | 04/03/2024                | Regular                              | 0.00                    | 8,942.46       | 1145762 |
| Payable #      | Payable Type                | Payable Date              | Payable Description                  | Discount Amount         | Payable Amount |         |
| Account Number |                             | Account Name              | Project Account Key                  | Item Description        | Dist Amount    |         |
| 22592          | Invoice                     | 03/11/2024                | 125/11892/CUST#W79334/SO/PO 40039    | 0.00                    | 1,521.62       |         |
| 125 318 536400 |                             | Parts and Repairs         |                                      | 125/11892/CUST#W79334   | 1,521.62       |         |
| 22593          | Invoice                     | 03/11/2024                | 125/11885/CUST#W79334/SO/PO 40040    | 0.00                    | 59.97          |         |
| 125 318 563900 |                             | Uniforms                  |                                      | 125/11885/CUST#W79334   | 59.97          |         |

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| Vendor Number         | Vendor Name                   | Payment Date               | Payment Type                         | Discount Amount        | Payment Amount        | Number  |
|-----------------------|-------------------------------|----------------------------|--------------------------------------|------------------------|-----------------------|---------|
| <u>22594</u>          | Invoice                       | 03/11/2024                 | 125/11891/CUST#W79334/SO/PO 40042    | 0.00                   | 449.08                |         |
| <u>125 508 563900</u> | Uniforms                      |                            | 125/11891/CUST#W79334                |                        | 449.08                |         |
| <u>22595</u>          | Invoice                       | 03/11/2024                 | 125/11890/CUST#W79334/SO/PO 40043    | 0.00                   | 191.94                |         |
| <u>125 509 563900</u> | Uniforms                      |                            | 125/11890/CUST#W79334                |                        | 191.94                |         |
| <u>22596</u>          | Invoice                       | 03/11/2024                 | 125/11889/CUST#W79334/SO/PO 40044    | 0.00                   | 770.00                |         |
| <u>125 510 563900</u> | Uniforms                      |                            | 125/11889/CUST#W79334                |                        | 770.00                |         |
| <u>22597</u>          | Invoice                       | 03/11/2024                 | 125/11888/CUST#W79334/SO/PO 40045    | 0.00                   | 5,550.95              |         |
| <u>125 516 563900</u> | Uniforms                      |                            | 125/11888/CUST#W79334                |                        | 5,550.95              |         |
| <u>22599</u>          | Invoice                       | 03/11/2024                 | 125/11886/CUST#W79334/SO/PO 40047    | 0.00                   | 341.91                |         |
| <u>125 515 563900</u> | Uniforms                      |                            | 125/11886/CUST#W79334                |                        | 341.91                |         |
| <u>22600</u>          | Invoice                       | 03/11/2024                 | 125/11887/CUST#W79334/SO/PO 40046    | 0.00                   | 56.99                 |         |
| <u>125 517 563900</u> | Uniforms                      |                            | 125/11887/CUST#W79334                |                        | 56.99                 |         |
| 16638                 | CANON FINANCIAL SERVICES, INC | 04/03/2024                 | Regular                              | 0.00                   | 418.00                | 1145763 |
| <b>Payable #</b>      | <b>Payable Type</b>           | <b>Payable Date</b>        | <b>Payable Description</b>           | <b>Discount Amount</b> | <b>Payable Amount</b> |         |
| <b>Account Number</b> | <b>Account Name</b>           | <b>Project Account Key</b> | <b>Item Description</b>              | <b>Dist Amount</b>     |                       |         |
| <u>32256761</u>       | Invoice                       | 03/12/2024                 | 125/11873/CONTRACT# DIR-TSO-3101/C   | 0.00                   | 418.00                |         |
| <u>125 403 581913</u> | Copier/Printer                |                            | 125/11873/CONTRACT# DI               |                        | 418.00                |         |
| 01737                 | CLEVELAND ASPHALT PRODUCTS CC | 04/03/2024                 | Regular                              | 0.00                   | 15,257.02             | 1145764 |
| <b>Payable #</b>      | <b>Payable Type</b>           | <b>Payable Date</b>        | <b>Payable Description</b>           | <b>Discount Amount</b> | <b>Payable Amount</b> |         |
| <b>Account Number</b> | <b>Account Name</b>           | <b>Project Account Key</b> | <b>Item Description</b>              | <b>Dist Amount</b>     |                       |         |
| <u>27759</u>          | Invoice                       | 02/29/2024                 | 110/11673/INV#27759/R&B/PO 39937     | 0.00                   | 5,495.41              |         |
| <u>110 530 587505</u> | Road Materials                |                            | 110/11673/INV#27759/R&               |                        | 5,495.41              |         |
| <u>27772</u>          | Invoice                       | 03/05/2024                 | 110/11759/INV#27772/R&B/PO 39959     | 0.00                   | 9,761.61              |         |
| <u>110 530 587505</u> | Road Materials                |                            | 110/11759/INV#27772/R&               |                        | 9,761.61              |         |
| 01110                 | CONSOLIDATED COMMUNICATIONS   | 04/03/2024                 | Regular                              | 0.00                   | 463.24                | 1145765 |
| <b>Payable #</b>      | <b>Payable Type</b>           | <b>Payable Date</b>        | <b>Payable Description</b>           | <b>Discount Amount</b> | <b>Payable Amount</b> |         |
| <b>Account Number</b> | <b>Account Name</b>           | <b>Project Account Key</b> | <b>Item Description</b>              | <b>Dist Amount</b>     |                       |         |
| <u>3301243</u>        | Invoice                       | 03/01/2024                 | 125/11842/ACCT#281-375-5550/LIB/03.0 | 0.00                   | 463.24                |         |
| <u>125 411 542501</u> | Telephone/Equip & Svc         |                            | 125/11842/ACCT#281-375               |                        | 463.24                |         |
| 17692                 | COOKE, LLOYD                  | 04/03/2024                 | Regular                              | 0.00                   | 100.00                | 1145766 |
| <b>Payable #</b>      | <b>Payable Type</b>           | <b>Payable Date</b>        | <b>Payable Description</b>           | <b>Discount Amount</b> | <b>Payable Amount</b> |         |
| <b>Account Number</b> | <b>Account Name</b>           | <b>Project Account Key</b> | <b>Item Description</b>              | <b>Dist Amount</b>     |                       |         |
| <u>031124</u>         | Invoice                       | 03/11/2024                 | 125/11749/REIMBURSEMENT FOR SAFET    | 0.00                   | 100.00                |         |
| <u>110 530 547522</u> | Health, Safety & Hazard       |                            | 125/11749/REIMBURSEM                 |                        | 100.00                |         |
| 11423                 | CROWDER SUPPLY CO INC         | 04/03/2024                 | Regular                              | 0.00                   | 292.10                | 1145767 |
| <b>Payable #</b>      | <b>Payable Type</b>           | <b>Payable Date</b>        | <b>Payable Description</b>           | <b>Discount Amount</b> | <b>Payable Amount</b> |         |
| <b>Account Number</b> | <b>Account Name</b>           | <b>Project Account Key</b> | <b>Item Description</b>              | <b>Dist Amount</b>     |                       |         |
| <u>520587</u>         | Invoice                       | 03/05/2024                 | 110/11764/INV#520587/R&B/PO 39984    | 0.00                   | 292.10                |         |
| <u>110 530 587411</u> | Sign & Striping Materials     |                            | 110/11764/INV#520587/R               |                        | 292.10                |         |
| 20769                 | D.E.A.                        | 04/03/2024                 | Regular                              | 0.00                   | 50.00                 | 1145768 |
| <b>Payable #</b>      | <b>Payable Type</b>           | <b>Payable Date</b>        | <b>Payable Description</b>           | <b>Discount Amount</b> | <b>Payable Amount</b> |         |
| <b>Account Number</b> | <b>Account Name</b>           | <b>Project Account Key</b> | <b>Item Description</b>              | <b>Dist Amount</b>     |                       |         |
| <u>031224</u>         | Invoice                       | 03/12/2024                 | 125/11668/DDP-D-24-DHO-008068        | 0.00                   | 50.00                 |         |
| <u>125 516 510080</u> | Overtime                      |                            | 125/11668/DDP-D-24-DH                |                        | 50.00                 |         |
| 12321                 | DEPARTMENT OF INFORMATION RE  | 04/03/2024                 | Regular                              | 0.00                   | 462.24                | 1145769 |
| <b>Payable #</b>      | <b>Payable Type</b>           | <b>Payable Date</b>        | <b>Payable Description</b>           | <b>Discount Amount</b> | <b>Payable Amount</b> |         |
| <b>Account Number</b> | <b>Account Name</b>           | <b>Project Account Key</b> | <b>Item Description</b>              | <b>Dist Amount</b>     |                       |         |
| <u>24020823N</u>      | Invoice                       | 03/20/2024                 | 125/11900/CUST#PH47000/SO/02.01 TO   | 0.00                   | 462.24                |         |
| <u>125 411 542501</u> | Telephone/Equip & Svc         |                            | 125/11900/CUST#PH4700                |                        | 462.24                |         |
| 20339                 | DIRECT ENERGY BUSINESS LLC    | 04/03/2024                 | Regular                              | 0.00                   | 19.62                 | 1145770 |



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| Vendor Number   | Vendor Name                 | Payment Date              | Payment Type                         | Discount Amount        | Payment Amount | Number   |
|-----------------|-----------------------------|---------------------------|--------------------------------------|------------------------|----------------|----------|
| Payable #       | Payable Type                | Payable Date              | Payable Description                  | Discount Amount        | Payable Amount |          |
| Account Number  |                             | Account Name              | Project Account Key                  | Item Description       | Dist Amount    |          |
| 302 005 334 922 | Invoice                     | 03/12/2024                | 125/11935/ACCT# 21 559               | 207/ANNEX LO           | 0.00           | 19.62    |
| 125-411-542600  |                             | Utilities                 |                                      | 125/11935/ACCT# 21 559 |                | 19.62    |
| 17892           | DIRECTV, LLC                | 04/03/2024                | Regular                              | 0.00                   | 164.98         | 1145771  |
| Payable #       | Payable Type                | Payable Date              | Payable Description                  | Discount Amount        | Payable Amount |          |
| Account Number  |                             | Account Name              | Project Account Key                  | Item Description       | Dist Amount    |          |
| 057401048X2403  | Invoice                     | 03/15/2024                | 125/11838/ACCT#057401048/SO/PO 400   |                        | 0.00           | 164.98   |
| 125-518-568400  |                             | Miscellaneous             |                                      | 125/11838/ACCT#057401  |                | 164.98   |
| 15599           | DOBIE SUPPLY LLC            | 04/03/2024                | Regular                              | 0.00                   | 5,087.50       | 1145772  |
| Payable #       | Payable Type                | Payable Date              | Payable Description                  | Discount Amount        | Payable Amount |          |
| Account Number  |                             | Account Name              | Project Account Key                  | Item Description       | Dist Amount    |          |
| 45654           | Invoice                     | 03/20/2024                | 110/11908/INV#45654/R&B/PO 40097     |                        | 0.00           | 5,087.50 |
| 110-530-568455  |                             | Fleet Operations          |                                      | 110/11908/INV#45654/R& |                | 5,087.50 |
| 10718           | DUHON, TREY                 | 04/03/2024                | Regular                              | 0.00                   | 286.77         | 1145773  |
| Payable #       | Payable Type                | Payable Date              | Payable Description                  | Discount Amount        | Payable Amount |          |
| Account Number  |                             | Account Name              | Project Account Key                  | Item Description       | Dist Amount    |          |
| 022324          | Invoice                     | 02/28/2024                | 125/11335/REIMB H-GAC MEETING/1.11   |                        | 0.00           | 154.73   |
| 125-440-563000  |                             | Training & Conference Ex  |                                      | 125/11335/REIMB H-GAC  |                | 154.73   |
| 032024          | Invoice                     | 03/20/2024                | 125/11922/REIMBURSEMENT FOR LUNCH    |                        | 0.00           | 132.04   |
| 125-401-560800  |                             | Equipment & Supplies      |                                      | 125/11922/REIMBURSEM   |                | 132.04   |
| 14084           | EASON, CHRISTY              | 04/03/2024                | Regular                              | 0.00                   | 420.36         | 1145774  |
| Payable #       | Payable Type                | Payable Date              | Payable Description                  | Discount Amount        | Payable Amount |          |
| Account Number  |                             | Account Name              | Project Account Key                  | Item Description       | Dist Amount    |          |
| 031224          | Invoice                     | 03/12/2024                | 125/11702/REIMB BALLOT BOXES / SIGNS |                        | 0.00           | 420.36   |
| 125-434-532000  |                             | Election Expense - County |                                      | 125/11702/REIMB BALLOT |                | 420.36   |
| 12873           | EMBASSY RECORD MANAGEMENT & | 04/03/2024                | Regular                              | 0.00                   | 7,000.00       | 1145775  |
| Payable #       | Payable Type                | Payable Date              | Payable Description                  | Discount Amount        | Payable Amount |          |
| Account Number  |                             | Account Name              | Project Account Key                  | Item Description       | Dist Amount    |          |
| 0035059         | Invoice                     | 12/31/2023                | 604/11168/CUST#WCC001/CC 03.20.202   |                        | 0.00           | 7,000.00 |
| 604-604-581837  |                             | Swing Space               |                                      | 604/11168/CUST#WCC001  |                | 7,000.00 |
| 20464           | ENTEC PEST MANAGEMENT INC   | 04/03/2024                | Regular                              | 0.00                   | 710.00         | 1145776  |
| Payable #       | Payable Type                | Payable Date              | Payable Description                  | Discount Amount        | Payable Amount |          |
| Account Number  |                             | Account Name              | Project Account Key                  | Item Description       | Dist Amount    |          |
| 737335          | Invoice                     | 02/26/2024                | 125/11258/ACCT#1140/BUILD MAINT/PO   |                        | 0.00           | 75.00    |
| 125-442-545400  |                             | Contract Labor            |                                      | 125/11258/ACCT#1140/B  |                | 75.00    |
| 797688          | Invoice                     | 02/29/2024                | 125/11343/ACCT#7915/BUILD MAINT/PO   |                        | 0.00           | 425.00   |
| 125-442-545400  |                             | Contract Labor            |                                      | 125/11343/ACCT#7915/B  |                | 425.00   |
| 797808          | Invoice                     | 03/01/2024                | 125/11375/ACCT#1131/BUILD MAINT/PO   |                        | 0.00           | 115.00   |
| 125-442-545400  |                             | Contract Labor            |                                      | 125/11375/ACCT#1131/B  |                | 115.00   |
| 798102          | Invoice                     | 03/05/2024                | 125/11438/ACCT#1133/BUILD MAINT/PO   |                        | 0.00           | 95.00    |
| 125-442-545400  |                             | Contract Labor            |                                      | 125/11438/ACCT#1133/B  |                | 95.00    |
| 14899           | ENTERPRISE FM TRUST         | 04/03/2024                | Regular                              | 0.00                   | 100,530.97     | 1145777  |
| Payable #       | Payable Type                | Payable Date              | Payable Description                  | Discount Amount        | Payable Amount |          |
| Account Number  |                             | Account Name              | Project Account Key                  | Item Description       | Dist Amount    |          |
| FBN4973938-ANI  | Invoice                     | 03/20/2024                | 125/11723/CUST#576400/ANIMAL CONT    |                        | 0.00           | 585.43   |
| 125-515-587523  |                             | Fleet Management Lease    |                                      | 125/11723/CUST#576400/ |                | 585.43   |
| FBN4973938-CO   | Invoice                     | 03/20/2024                | 125/11723/CUST#576400/CO JUDGE/PO    |                        | 0.00           | 678.57   |
| 125-440-587523  |                             | Fleet Management Lease    |                                      | 125/11723/CUST#576400/ |                | 678.57   |
| FBN4973938-CO   | Invoice                     | 03/20/2024                | 125/11723/CUST#576400/CONST PCT#1/   |                        | 0.00           | 25.00    |
| 125-511-587523  |                             | Fleet Management Lease    |                                      | 125/11723/CUST#576400/ |                | 25.00    |

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| Vendor Number         | Vendor Name                     | Payment Date             | Payment Type                        | Discount Amount         | Payment Amount        | Number  |
|-----------------------|---------------------------------|--------------------------|-------------------------------------|-------------------------|-----------------------|---------|
| FBN4973938-CO         | Invoice                         | 03/20/2024               | 125/11723/CUST#576400/CONST PCT#2/  | 0.00                    | 1,060.11              |         |
| <u>125-512-587523</u> |                                 | Fleet Management Lease   | 125/11723/CUST#576400/              |                         | 1,060.11              |         |
| FBN4973938-CO         | Invoice                         | 03/20/2024               | 125/11723/CUST#576400/CONST PCT#3/  | 0.00                    | 876.87                |         |
| <u>125-513-587523</u> |                                 | Fleet Management Lease   | 125/11723/CUST#576400/              |                         | 876.87                |         |
| FBN4973938-CO         | Invoice                         | 03/20/2024               | 125/11723/CUST#576400/CONST PCT#4/  | 0.00                    | 1,637.53              |         |
| <u>125-514-587523</u> |                                 | Fleet Management Lease   | 125/11723/CUST#576400/              |                         | 1,637.53              |         |
| FBN4973938-DA         | Invoice                         | 03/20/2024               | 125/11723/CUST#576400/DA/PO 39497   | 0.00                    | 514.63                |         |
| <u>125-416-587523</u> |                                 | Fleet Management Lease   | 125/11723/CUST#576400/              |                         | 514.63                |         |
| FBN4973938-DIR        | Invoice                         | 03/20/2024               | 125/11723/CUST#576400/DIRECTOR OF P | 0.00                    | 876.19                |         |
| <u>125-401-587523</u> |                                 | Fleet Management Lease   | 125/11723/CUST#576400/              |                         | 876.19                |         |
| FBN4973938-ENV        | Invoice                         | 03/20/2024               | 125/11723/CUST#576400/ENVIRONMENT   | 0.00                    | 619.74                |         |
| <u>125-443-587523</u> |                                 | Fleet Management Lease   | Monthly Fleet Lease                 |                         | 619.74                |         |
| FBN4973938-FM         | Invoice                         | 03/20/2024               | 125/11723/CUST#576400/FM/PO 39491   | 0.00                    | 4,173.32              |         |
| <u>125-509-587523</u> |                                 | Fleet Management Lease   | 125/11723/CUST#576400/              |                         | 4,173.32              |         |
| FBN4973938-JUV        | Invoice                         | 03/20/2024               | 125/11723/CUST#576400/JUV PROB/PO   | 0.00                    | 1,505.56              |         |
| <u>125-506-587523</u> |                                 | Fleet Management Lease   | 125/11723/CUST#576400/              |                         | 1,505.56              |         |
| FBN4973938-R&         | Invoice                         | 03/20/2024               | 110/11723/CUST#576400/R&B/PO 39490  | 0.00                    | 11,626.42             |         |
| <u>110-530-587523</u> |                                 | Fleet Management Lease   | 110/11723/CUST#576400/              |                         | 11,626.42             |         |
| FBN4973938-SO         | Invoice                         | 03/20/2024               | 125/11723/CUST#576400/SO/PO 39487   | 0.00                    | 76,351.60             |         |
| <u>125-516-587523</u> |                                 | Fleet Management Lease   | 125/11723/CUST#576400/              |                         | 76,351.60             |         |
| 16447                 | FIRST MATERIALS & TECHNOLOGY, I | 04/03/2024               | Regular                             | 0.00                    | 19,811.87             | 1145778 |
| <b>Payable #</b>      | <b>Payable Type</b>             | <b>Payable Date</b>      | <b>Payable Description</b>          | <b>Discount Amount</b>  | <b>Payable Amount</b> |         |
| <b>Account Number</b> |                                 | <b>Account Name</b>      | <b>Project Account Key</b>          | <b>Item Description</b> | <b>Dist Amount</b>    |         |
| <u>23246</u>          | Invoice                         | 02/26/2024               | 110/11834/INV#23246/R&B/PO 40109    | 0.00                    | 19,811.87             |         |
| <u>110-530-587505</u> |                                 | Road Materials           |                                     | 110/11834/INV#23246/R&  | 19,811.87             |         |
| 19802                 | FORD, RUSSELL                   | 04/03/2024               | Regular                             | 0.00                    | 1,265.14              | 1145779 |
| <b>Payable #</b>      | <b>Payable Type</b>             | <b>Payable Date</b>      | <b>Payable Description</b>          | <b>Discount Amount</b>  | <b>Payable Amount</b> |         |
| <b>Account Number</b> |                                 | <b>Account Name</b>      | <b>Project Account Key</b>          | <b>Item Description</b> | <b>Dist Amount</b>    |         |
| <u>031824</u>         | Invoice                         | 03/18/2024               | 125/11933/HOUSTON LIVESTOCK MILEAG  | 0.00                    | 770.50                |         |
| <u>125-540-563000</u> |                                 | Training & Conference Ex |                                     | 125/11933/HOUSTON LIVE  | 770.50                |         |
| <u>031824-1</u>       | Invoice                         | 03/18/2024               | 125/11951/SAN ANTONIO SHOW/02.22 T  | 0.00                    | 494.64                |         |
| <u>125-540-563000</u> |                                 | Training & Conference Ex |                                     | 125/11951/SAN ANTONIO   | 494.64                |         |
| 20239                 | FORRISTAL, LAUREN               | 04/03/2024               | Regular                             | 0.00                    | 160.00                | 1145780 |
| <b>Payable #</b>      | <b>Payable Type</b>             | <b>Payable Date</b>      | <b>Payable Description</b>          | <b>Discount Amount</b>  | <b>Payable Amount</b> |         |
| <b>Account Number</b> |                                 | <b>Account Name</b>      | <b>Project Account Key</b>          | <b>Item Description</b> | <b>Dist Amount</b>    |         |
| <u>031324</u>         | Invoice                         | 03/13/2024               | 125/11744/TOWA CONF REIMB/03.04 TO  | 0.00                    | 160.00                |         |
| <u>125-443-563000</u> |                                 | Training & Conference Ex |                                     | 125/11744/TOWA CONF R   | 160.00                |         |
| 19339                 | GARNER, JOHN                    | 04/03/2024               | Regular                             | 0.00                    | 743.00                | 1145781 |
| <b>Payable #</b>      | <b>Payable Type</b>             | <b>Payable Date</b>      | <b>Payable Description</b>          | <b>Discount Amount</b>  | <b>Payable Amount</b> |         |
| <b>Account Number</b> |                                 | <b>Account Name</b>      | <b>Project Account Key</b>          | <b>Item Description</b> | <b>Dist Amount</b>    |         |
| <u>031424</u>         | Invoice                         | 03/14/2024               | 125/11823/FORENSICS TRAINING/03.10  | 0.00                    | 743.00                |         |
| <u>125-516-563000</u> |                                 | Training & Conference Ex |                                     | 125/11823/FORENSICS TR  | 743.00                |         |
| T.10220               | GIGATRON SOFTWARE CORP.         | 04/03/2024               | Regular                             | 0.00                    | 724.00                | 1145782 |
| <b>Payable #</b>      | <b>Payable Type</b>             | <b>Payable Date</b>      | <b>Payable Description</b>          | <b>Discount Amount</b>  | <b>Payable Amount</b> |         |
| <b>Account Number</b> |                                 | <b>Account Name</b>      | <b>Project Account Key</b>          | <b>Item Description</b> | <b>Dist Amount</b>    |         |
| <u>022824</u>         | Invoice                         | 02/28/2024               | 125/11671/STENOCAT REPORTER RENEW   | 0.00                    | 724.00                |         |
| <u>125-408-568400</u> |                                 | Miscellaneous            |                                     | 125/11671/STENOCAT REP  | 724.00                |         |
| 20447                 | GLASSGOW, ANN                   | 04/03/2024               | Regular                             | 0.00                    | 45.69                 | 1145783 |

## Check Register

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| Vendor Number  | Vendor Name                    | Payment Date             | Payment Type                        | Discount Amount        | Payment Amount | Number  |
|----------------|--------------------------------|--------------------------|-------------------------------------|------------------------|----------------|---------|
| Payable #      | Payable Type                   | Payable Date             | Payable Description                 | Discount Amount        | Payable Amount |         |
| Account Number |                                | Account Name             | Project Account Key                 | Item Description       | Dist Amount    |         |
| 031824         | Invoice                        | 03/18/2024               | 125/11813/REIMBURSEMENT FOR STAMP   | 0.00                   | 45.69          |         |
| 125-513-530200 |                                | Supplies and Stationary  |                                     | 125/11813/REIMBURSEM   | 45.69          |         |
| T.14438        | GONZALES, RUBEN                | 04/03/2024               | Regular                             | 0.00                   | 96.00          | 1145784 |
| Payable #      | Payable Type                   | Payable Date             | Payable Description                 | Discount Amount        | Payable Amount |         |
| Account Number |                                | Account Name             | Project Account Key                 | Item Description       | Dist Amount    |         |
| 031424         | Invoice                        | 03/14/2024               | 125/11821/NACROTRAFFICKER TRAINING  | 0.00                   | 96.00          |         |
| 125-516-563000 |                                | Training & Conference Ex |                                     | 125/11821/NACROTRAFFI  | 96.00          |         |
| 08199          | GRAINGER                       | 04/03/2024               | Regular                             | 0.00                   | 4,617.43       | 1145785 |
| Payable #      | Payable Type                   | Payable Date             | Payable Description                 | Discount Amount        | Payable Amount |         |
| Account Number |                                | Account Name             | Project Account Key                 | Item Description       | Dist Amount    |         |
| 9034080904     | Invoice                        | 02/27/2024               | 125/11720/ACCT#839948247/BUILD MAI  | 0.00                   | 2,005.14       |         |
| 125-442-544700 |                                | Repair & Replacement     |                                     | 125/11720/ACCT#839948  | 2,005.14       |         |
| 9773579397     | Invoice                        | 07/18/2023               | 125/11787/ACCT#839948247/BUILD MAI  | 0.00                   | 784.08         |         |
| 125-442-544700 |                                | Repair & Replacement     |                                     | 125/11787/ACCT#839948  | 784.08         |         |
| 9774301015     | Invoice                        | 07/19/2023               | 125/11792/ACCT#839948247/BUILD MAI  | 0.00                   | 709.86         |         |
| 125-442-544700 |                                | Repair & Replacement     |                                     | 125/11792/ACCT#839948  | 709.86         |         |
| 9793067381     | Invoice                        | 08/03/2023               | 125/11790/ACCT#839948247/BUILD MAI  | 0.00                   | 403.08         |         |
| 125-442-544700 |                                | Repair & Replacement     |                                     | 125/11790/ACCT#839948  | 403.08         |         |
| 9804862705     | Invoice                        | 08/15/2023               | 125/11788/ACCT#839948247/BUILD MAI  | 0.00                   | 104.62         |         |
| 125-442-544700 |                                | Repair & Replacement     |                                     | 125/11788/ACCT#839948  | 104.62         |         |
| 9811514356     | Invoice                        | 08/21/2023               | 125/11791/ACCT#839948247/BUILD MAI  | 0.00                   | 372.00         |         |
| 125-442-544700 |                                | Repair & Replacement     |                                     | 125/11791/ACCT#839948  | 372.00         |         |
| 9830644085     | Invoice                        | 09/07/2023               | 125/11789/ACCT#839948247/BUILD MAI  | 0.00                   | 238.65         |         |
| 125-442-544700 |                                | Repair & Replacement     |                                     | 125/11789/ACCT#839948  | 238.65         |         |
| 18035          | GREAT SOUTHERN STABILIZED, LLC | 04/03/2024               | Regular                             | 0.00                   | 587.92         | 1145786 |
| Payable #      | Payable Type                   | Payable Date             | Payable Description                 | Discount Amount        | Payable Amount |         |
| Account Number |                                | Account Name             | Project Account Key                 | Item Description       | Dist Amount    |         |
| 502969         | Invoice                        | 03/06/2024               | 110/11750/CUST#6464/R&B/PO 39985    | 0.00                   | 587.92         |         |
| 110-530-587505 |                                | Road Materials           |                                     | 110/11750/CUST#6464/R  | 587.92         |         |
| 01766          | HARDY, CHARLESTON              | 04/03/2024               | Regular                             | 0.00                   | 25.00          | 1145787 |
| Payable #      | Payable Type                   | Payable Date             | Payable Description                 | Discount Amount        | Payable Amount |         |
| Account Number |                                | Account Name             | Project Account Key                 | Item Description       | Dist Amount    |         |
| 031424         | Invoice                        | 03/14/2024               | 318/11921/REIMB BLINDS INSTALL      | 0.00                   | 25.00          |         |
| 318-592-530100 |                                | Supplies                 |                                     | 318/11921/REIMB BLINDS | 25.00          |         |
| 17745          | HARRIS COUNTY ACCOUNTS RECEIV  | 04/03/2024               | Regular                             | 0.00                   | 2,887.00       | 1145788 |
| Payable #      | Payable Type                   | Payable Date             | Payable Description                 | Discount Amount        | Payable Amount |         |
| Account Number |                                | Account Name             | Project Account Key                 | Item Description       | Dist Amount    |         |
| 0000016402     | Invoice                        | 12/31/2023               | 125/11119/CUST#0000003180/CC 03.20. | 0.00                   | 2,887.00       |         |
| 125-423-540702 |                                | Autopsy                  |                                     | 125/11119/CUST#000000  | 2,887.00       |         |
| 17745          | HARRIS COUNTY ACCOUNTS RECEIV  | 04/03/2024               | Regular                             | 0.00                   | 2,887.00       | 1145789 |
| Payable #      | Payable Type                   | Payable Date             | Payable Description                 | Discount Amount        | Payable Amount |         |
| Account Number |                                | Account Name             | Project Account Key                 | Item Description       | Dist Amount    |         |
| 0000016426     | Invoice                        | 12/31/2023               | 125/11284/CUST#0000003180/CC 03.20. | 0.00                   | 2,887.00       |         |
| 125-423-540702 |                                | Autopsy                  |                                     | 125/11284/CUST#000000  | 2,887.00       |         |
| 17745          | HARRIS COUNTY ACCOUNTS RECEIV  | 04/03/2024               | Regular                             | 0.00                   | 1,206.00       | 1145790 |
| Payable #      | Payable Type                   | Payable Date             | Payable Description                 | Discount Amount        | Payable Amount |         |
| Account Number |                                | Account Name             | Project Account Key                 | Item Description       | Dist Amount    |         |
| 0000016303     | Invoice                        | 12/31/2023               | 125/11117/CUST#0000003180/CC 03.20. | 0.00                   | 1,206.00       |         |
| 125-423-540702 |                                | Autopsy                  |                                     | 125/11117/CUST#000000  | 1,206.00       |         |

## Check Register

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| Vendor Number  | Vendor Name                     | Payment Date         | Payment Type                        | Discount Amount        | Payment Amount | Number  |
|----------------|---------------------------------|----------------------|-------------------------------------|------------------------|----------------|---------|
| 17745          | HARRIS COUNTY ACCOUNTS RECEIV   | 04/03/2024           | Regular                             | 0.00                   | 2,932.00       | 1145791 |
| Payable #      | Payable Type                    | Payable Date         | Payable Description                 | Discount Amount        | Payable Amount |         |
| Account Number |                                 | Account Name         | Project Account Key                 | Item Description       | Dist Amount    |         |
| 0000016403     | Invoice                         | 12/31/2023           | 125/11120/CUST#0000003180/CC 03.20. | 0.00                   | 2,932.00       |         |
| 125.423.540702 |                                 | Autopsy              |                                     | 125/11120/CUST#000000  | 2,932.00       |         |
| 17745          | HARRIS COUNTY ACCOUNTS RECEIV   | 04/03/2024           | Regular                             | 0.00                   | 2,932.00       | 1145792 |
| Payable #      | Payable Type                    | Payable Date         | Payable Description                 | Discount Amount        | Payable Amount |         |
| Account Number |                                 | Account Name         | Project Account Key                 | Item Description       | Dist Amount    |         |
| 0000016258     | Invoice                         | 12/31/2023           | 125/10977/CUST#0000003180/CC 03.20. | 0.00                   | 2,932.00       |         |
| 125.423.540702 |                                 | Autopsy              |                                     | 125/10977/CUST#000000  | 2,932.00       |         |
| 02221          | HD SUPPLY FACILITIES MAINTENANC | 04/03/2024           | Regular                             | 0.00                   | 6,075.39       | 1145793 |
| Payable #      | Payable Type                    | Payable Date         | Payable Description                 | Discount Amount        | Payable Amount |         |
| Account Number |                                 | Account Name         | Project Account Key                 | Item Description       | Dist Amount    |         |
| 9223017671     | Invoice                         | 02/07/2024           | 125/11278/CUST#12552943/BUILD MAIN  | 0.00                   | 676.55         |         |
| 125.442.530100 |                                 | Supplies             |                                     | 125/11278/CUST#125529  | 676.55         |         |
| 9223017672     | Invoice                         | 02/07/2024           | 125/11277/CUST#12552943/BUILD MAIN  | 0.00                   | 89.90          |         |
| 125.442.530100 |                                 | Supplies             |                                     | 125/11277/CUST#125529  | 89.90          |         |
| 9223071456     | Invoice                         | 02/08/2024           | 125/11276/CUST#12552943/BUILD MAIN  | 0.00                   | 4,618.74       |         |
| 125.442.530100 |                                 | Supplies             |                                     | 125/11276/CUST#125529  | 4,618.74       |         |
| 9223685211     | Invoice                         | 02/29/2024           | 125/11698/CUST#12552943/BUILD MAIN  | 0.00                   | 690.20         |         |
| 125.442.530100 |                                 | Supplies             |                                     | 125/11698/CUST#125529  | 690.20         |         |
| 03897          | HOMETOWN HARDWARE               | 04/03/2024           | Regular                             | 0.00                   | 1,482.31       | 1145794 |
| Payable #      | Payable Type                    | Payable Date         | Payable Description                 | Discount Amount        | Payable Amount |         |
| Account Number |                                 | Account Name         | Project Account Key                 | Item Description       | Dist Amount    |         |
| 161554.2       | Invoice                         | 02/27/2024           | 125/11294/CUST#149/BUILD MAINT/PO   | 0.00                   | 94.95          |         |
| 125.442.544700 |                                 | Repair & Replacement |                                     | 125/11294/CUST#149/BUI | 94.95          |         |
| 161580.2       | Invoice                         | 02/28/2024           | 125/11331/CUST#149/BUILD MAINT/PO   | 0.00                   | 38.96          |         |
| 125.442.544700 |                                 | Repair & Replacement |                                     | 125/11331/CUST#149/BUI | 38.96          |         |
| 161619.2       | Invoice                         | 02/29/2024           | 125/11340/CUST#149/BUILD MAINT/PO   | 0.00                   | 108.93         |         |
| 125.442.544700 |                                 | Repair & Replacement |                                     | 125/11340/CUST#149/BUI | 108.93         |         |
| 161631.2       | Invoice                         | 02/29/2024           | 125/11460/CUST#149/BUILD MAINT/PO   | 0.00                   | 38.00          |         |
| 125.442.544700 |                                 | Repair & Replacement |                                     | 125/11460/CUST#149/BUI | 38.00          |         |
| 161643.2       | Invoice                         | 03/01/2024           | 125/11374/CUST#149/BUILD MAINT/PO   | 0.00                   | 14.76          |         |
| 125.442.544700 |                                 | Repair & Replacement |                                     | 125/11374/CUST#149/BUI | 14.76          |         |
| 161668.2       | Invoice                         | 03/04/2024           | 125/11378/CUST#149/BUILD MAINT/PO   | 0.00                   | 170.94         |         |
| 125.442.544700 |                                 | Repair & Replacement |                                     | 125/11378/CUST#149/BUI | 170.94         |         |
| 161669.2       | Invoice                         | 03/04/2024           | 125/11379/CUST#149/BUILD MAINT/PO   | 0.00                   | 65.97          |         |
| 125.442.544700 |                                 | Repair & Replacement |                                     | 125/11379/CUST#149/BUI | 65.97          |         |
| 161691.2       | Invoice                         | 03/05/2024           | 125/11373/CUST#149/BUILD MAINT/PO   | 0.00                   | 10.54          |         |
| 125.442.544700 |                                 | Repair & Replacement |                                     | 125/11373/CUST#149/BUI | 10.54          |         |
| 161707.2       | Invoice                         | 03/05/2024           | 125/11437/CUST#149/BUILD MAINT/PO   | 0.00                   | 4.49           |         |
| 125.442.544700 |                                 | Repair & Replacement |                                     | 125/11437/CUST#149/BUI | 4.49           |         |
| 161719.2       | Invoice                         | 03/06/2024           | 125/11444/CUST#149/BUILD MAINT/PO   | 0.00                   | 59.99          |         |
| 125.442.544700 |                                 | Repair & Replacement |                                     | 125/11444/CUST#149/BUI | 59.99          |         |
| 161737.2       | Invoice                         | 03/06/2024           | 125/11494/CUST#149/BUILD MAINT/PO   | 0.00                   | 20.58          |         |
| 125.442.544700 |                                 | Repair & Replacement |                                     | 125/11494/CUST#149/BUI | 20.58          |         |
| 161740.2       | Invoice                         | 03/06/2024           | 125/11493/CUST#149/BUILD MAINT/PO   | 0.00                   | 94.26          |         |
| 125.442.544700 |                                 | Repair & Replacement |                                     | 125/11493/CUST#149/BUI | 94.26          |         |
| 161743.2       | Invoice                         | 03/06/2024           | 125/11477/CUST#149/BUILD MAINT/PO   | 0.00                   | 11.41          |         |
| 125.442.544700 |                                 | Repair & Replacement |                                     | 125/11477/CUST#149/BUI | 11.41          |         |
| 161823.2       | Invoice                         | 03/11/2024           | 125/11659/CUST#149/BUILD MAINT/PO   | 0.00                   | 48.34          |         |
| 125.442.544700 |                                 | Repair & Replacement |                                     | 125/11659/CUST#149/BUI | 48.34          |         |

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| Vendor Number                             | Vendor Name             | Payment Date               | Payment Type                         | Discount Amount  | Payment Amount | Number  |
|-------------------------------------------|-------------------------|----------------------------|--------------------------------------|------------------|----------------|---------|
| <u>161850/2</u><br><u>125-442-544700</u>  | Invoice                 | 03/12/2024                 | 125/11685/CUST#149/BUILD MAINT/PO    | 0.00             | 43.98          |         |
|                                           |                         | Repair & Replacement       | 125/11685/CUST#149/BUI               |                  | 43.98          |         |
| <u>161877/2</u><br><u>125-442-544700</u>  | Invoice                 | 03/13/2024                 | 125/11716/CUST#149/BUILD MAINT/PO    | 0.00             | 80.97          |         |
|                                           |                         | Repair & Replacement       | 125/11716/CUST#149/BUI               |                  | 80.97          |         |
| <u>161915/2</u><br><u>125-442-544700</u>  | Invoice                 | 03/14/2024                 | 125/11740/CUST#149/BUILD MAINT/PO    | 0.00             | 37.12          |         |
|                                           |                         | Repair & Replacement       | 125/11740/CUST#149/BUI               |                  | 37.12          |         |
| <u>162003/2</u><br><u>125-442-544700</u>  | Invoice                 | 03/19/2024                 | 125/11902/CUST#149/BUILD MAINT/PO    | 0.00             | 22.53          |         |
|                                           |                         | Repair & Replacement       | 125/11902/CUST#149/BUI               |                  | 22.53          |         |
| <u>162006/2</u><br><u>125-442-530100</u>  | Invoice                 | 03/19/2024                 | 125/11903/CUST#149/BUILD MAINT/PO    | 0.00             | 52.97          |         |
|                                           |                         | Supplies                   | 125/11903/CUST#149/BUI               |                  | 52.97          |         |
| <u>162019/2</u><br><u>125-442-544700</u>  | Invoice                 | 03/19/2024                 | 125/11904/CUST#149/BUILD MAINT/PO    | 0.00             | 45.98          |         |
|                                           |                         | Repair & Replacement       | 125/11904/CUST#149/BUI               |                  | 45.98          |         |
| <u>162021/2</u><br><u>125-442-544700</u>  | Invoice                 | 03/19/2024                 | 125/11915/CUST#149/BUILD MAINT/PO    | 0.00             | 74.56          |         |
|                                           |                         | Repair & Replacement       | 125/11915/CUST#149/BUI               |                  | 74.56          |         |
| <u>162048/2</u><br><u>125-442-544700</u>  | Invoice                 | 03/20/2024                 | 125/11906/CUST#149/BUILD MAINT/PO    | 0.00             | 189.34         |         |
|                                           |                         | Repair & Replacement       | 125/11906/CUST#149/BUI               |                  | 189.34         |         |
| <u>162068/2</u><br><u>125-442-544700</u>  | Invoice                 | 03/21/2024                 | 125/11905/CUST#149/BUILD MAINT/PO    | 0.00             | 11.21          |         |
|                                           |                         | Repair & Replacement       | 125/11905/CUST#149/BUI               |                  | 11.21          |         |
| <u>162074/2</u><br><u>125-442-544700</u>  | Invoice                 | 03/22/2024                 | 125/11929/CUST#149/BUILD MAINT/PO    | 0.00             | 83.11          |         |
|                                           |                         | Repair & Replacement       | 125/11929/CUST#149/BUI               |                  | 83.11          |         |
| <u>162077/2</u><br><u>125-442-544700</u>  | Invoice                 | 03/22/2024                 | 125/11930/CUST#149/BUILD MAINT/PO    | 0.00             | 3.38           |         |
|                                           |                         | Repair & Replacement       | 125/11930/CUST#149/BUI               |                  | 3.38           |         |
| <u>269486/1</u><br><u>110-530-568455</u>  | Credit Memo             | 01/10/2024                 | 110/11652/CUST#878/R&B               | 0.00             | -19.95         |         |
|                                           |                         | Fleet Operations           | 110/11652/CUST#878/R&                |                  | -19.95         |         |
| <u>271480/1</u><br><u>125-442-544700</u>  | Invoice                 | 03/06/2024                 | 125/11443/CUST#149/BUILD MAINT/PO    | 0.00             | 74.99          |         |
|                                           |                         | Repair & Replacement       | 125/11443/CUST#149/BUI               |                  | 74.99          |         |
| <b>**Void**</b>                           |                         |                            |                                      |                  |                |         |
| T.9342                                    | HONEY BEE PLUMBING LLC  | 04/03/2024                 | Regular                              | 0.00             | 0.00           | 1145795 |
|                                           |                         | 04/03/2024                 | Regular                              | 0.00             | 460.00         | 1145796 |
| Payable #                                 | Payable Type            | Payable Date               | Payable Description                  | Discount Amount  | Payable Amount |         |
| Account Number                            |                         | Account Name               | Project Account Key                  | Item Description | Dist Amount    |         |
| <u>34 17691</u><br><u>125-434-532000</u>  | Invoice                 | 03/06/2024                 | 125/11690/JOB#7240/EA/PO 39955       | 0.00             | 460.00         |         |
|                                           |                         | Election Expense - County  | 125/11690/JOB#7240/EA/               |                  | 460.00         |         |
| 14062                                     | IBARRA, ANGIE           | 04/03/2024                 | Regular                              | 0.00             | 274.70         | 1145797 |
| Payable #                                 | Payable Type            | Payable Date               | Payable Description                  | Discount Amount  | Payable Amount |         |
| Account Number                            |                         | Account Name               | Project Account Key                  | Item Description | Dist Amount    |         |
| <u>031924</u><br><u>125-421-563000</u>    | Invoice                 | 03/27/2024                 | 125/11920/CLERK SEMINAR/02.26 TO 02. | 0.00             | 274.70         |         |
|                                           |                         | Training & Conference Ex   | 125/11920/CLERK SEMINA               |                  | 274.70         |         |
| 10813                                     | ICS JAIL SUPPLIES INC   | 04/03/2024                 | Regular                              | 0.00             | 2,816.61       | 1145798 |
| Payable #                                 | Payable Type            | Payable Date               | Payable Description                  | Discount Amount  | Payable Amount |         |
| Account Number                            |                         | Account Name               | Project Account Key                  | Item Description | Dist Amount    |         |
| <u>INV799335</u><br><u>125-505-564600</u> | Invoice                 | 03/19/2024                 | 125/11948/ACCT#77445JL/SO JAIL/PO 40 | 0.00             | 2,816.61       |         |
|                                           |                         | Inmate Clothing            | 125/11948/ACCT#77445JL               |                  | 2,816.61       |         |
| T.10114                                   | INDOFF INC.             | 04/03/2024                 | Regular                              | 0.00             | 114.24         | 1145799 |
| Payable #                                 | Payable Type            | Payable Date               | Payable Description                  | Discount Amount  | Payable Amount |         |
| Account Number                            |                         | Account Name               | Project Account Key                  | Item Description | Dist Amount    |         |
| <u>3714623</u><br><u>125-443-530500</u>   | Invoice                 | 03/12/2024                 | 125/11941/CUST#371446/ENVIRONMENT    | 0.00             | 114.24         |         |
|                                           |                         | Office & Drafting Supplies | 125/11941/CUST#371446/               |                  | 114.24         |         |
| 04180                                     | INGRAM LIBRARY SERVICES | 04/03/2024                 | Regular                              | 0.00             | 563.80         | 1145800 |

## Check Register

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| Vendor Number         | Vendor Name                      | Payment Date              | Payment Type                          | Discount Amount         | Payment Amount | Number  |
|-----------------------|----------------------------------|---------------------------|---------------------------------------|-------------------------|----------------|---------|
| Payable #             | Payable Type                     | Payable Date              | Payable Description                   | Discount Amount         | Payable Amount |         |
| Account Number        |                                  | Account Name              | Project Account Key                   | Item Description        | Dist Amount    |         |
| <u>80857242</u>       | Invoice                          | 03/06/2024                | 125/11718/ACCT#2044683/LIB/PO 39993   | 0.00                    | 563.80         |         |
| <u>125 537 535000</u> |                                  | Books, Etc                |                                       | 125/11718/ACCT#204468   | 563.80         |         |
| 10758                 | INNOVATIVE COMMUNICATION SYS     | 04/03/2024                | Regular                               | 0.00                    | 5,639.97       | 1145801 |
| Payable #             | Payable Type                     | Payable Date              | Payable Description                   | Discount Amount         | Payable Amount |         |
| Account Number        |                                  | Account Name              | Project Account Key                   | Item Description        | Dist Amount    |         |
| <u>301773</u>         | Invoice                          | 11/30/2023                | 125/9234/CUST#C14176/BUILD MAINT/P    | 0.00                    | 4,034.97       |         |
| <u>125 442 544200</u> |                                  | Repair & Replacement      |                                       | 125/9234/CUST#C14176/B  | 4,034.97       |         |
| <u>302471</u>         | Invoice                          | 12/29/2023                | 125/9905/CUST#C29559/IP#4/PO 40268    | 0.00                    | 1,605.00       |         |
| <u>125 421 581817</u> |                                  | Technology Enhancement    |                                       | 125/9905/CUST#C29559/I  | 1,605.00       |         |
| 18301                 | INTERSTATE BILLING SERVICE, INC. | 04/03/2024                | Regular                               | 0.00                    | 402.91         | 1145802 |
| Payable #             | Payable Type                     | Payable Date              | Payable Description                   | Discount Amount         | Payable Amount |         |
| Account Number        |                                  | Account Name              | Project Account Key                   | Item Description        | Dist Amount    |         |
| <u>S0810591711</u>    | Invoice                          | 03/05/2024                | 110/11664/ACCT#836768/R&B/PO 39886    | 0.00                    | 11.02          |         |
| <u>110 530 568455</u> |                                  | Fleet Operations          |                                       | 110/11664/ACCT#836768/  | 11.02          |         |
| <u>S0810594271</u>    | Invoice                          | 03/18/2024                | 110/11877/ACCT#836768/R&B/PO 40030    | 0.00                    | 83.52          |         |
| <u>110 530 568455</u> |                                  | Fleet Operations          |                                       | 110/11877/ACCT#836768/  | 83.52          |         |
| <u>S0810594281</u>    | Invoice                          | 03/18/2024                | 110/11878/ACCT#836768/R&B/PO 40031    | 0.00                    | 182.40         |         |
| <u>110 530 568455</u> |                                  | Fleet Operations          |                                       | 110/11878/ACCT#836768/  | 182.40         |         |
| <u>S0810595041</u>    | Invoice                          | 03/18/2024                | 110/11879/ACCT#836768/R&B/PO 40032    | 0.00                    | 125.97         |         |
| <u>110 530 568455</u> |                                  | Fleet Operations          |                                       | 110/11879/ACCT#836768/  | 125.97         |         |
| 14089                 | JARVIS TIRE AND WHEEL LLC        | 04/03/2024                | Regular                               | 0.00                    | 3,694.04       | 1145803 |
| Payable #             | Payable Type                     | Payable Date              | Payable Description                   | Discount Amount         | Payable Amount |         |
| Account Number        |                                  | Account Name              | Project Account Key                   | Item Description        | Dist Amount    |         |
| <u>1019384</u>        | Invoice                          | 02/20/2024                | 125/11251/CUST#10213/LAW ENF/PO 40    | 0.00                    | 710.40         |         |
| <u>125 518 536400</u> |                                  | Parts and Repairs         |                                       | 125/11251/CUST#10213/L  | 710.40         |         |
| <u>1019514</u>        | Invoice                          | 02/27/2024                | 110/11765/CUST#10212/R&B/PO 39963     | 0.00                    | 852.44         |         |
| <u>110 530 568455</u> |                                  | Fleet Operations          |                                       | 110/11765/CUST#10212/R  | 852.44         |         |
| <u>1019703</u>        | Invoice                          | 03/06/2024                | 125/11945/CUST#10213/LAW ENF/PO 40    | 0.00                    | 2,131.20       |         |
| <u>125 518 536400</u> |                                  | Parts and Repairs         |                                       | 125/11945/CUST#10213/L  | 2,131.20       |         |
| 00871                 | K&H PORTABLE TOILETS INC.        | 04/03/2024                | Regular                               | 0.00                    | 156.25         | 1145804 |
| Payable #             | Payable Type                     | Payable Date              | Payable Description                   | Discount Amount         | Payable Amount |         |
| Account Number        |                                  | Account Name              | Project Account Key                   | Item Description        | Dist Amount    |         |
| <u>174600</u>         | Invoice                          | 02/01/2024                | 125/11734/1-10 WEIGH STATION JANUAR   | 0.00                    | 156.25         |         |
| <u>125 411 542600</u> |                                  | Utilities                 |                                       | 125/11734/1-10 WEIGH ST | 156.25         |         |
| 04420                 | KARISCH, CHARLES J.              | 04/03/2024                | Regular                               | 0.00                    | 495.00         | 1145805 |
| Payable #             | Payable Type                     | Payable Date              | Payable Description                   | Discount Amount         | Payable Amount |         |
| Account Number        |                                  | Account Name              | Project Account Key                   | Item Description        | Dist Amount    |         |
| <u>031324</u>         | Invoice                          | 03/19/2024                | 125/11926/ATTY FINES AND FEES/FEB/DIS | 0.00                    | 495.00         |         |
| <u>125 210 112923</u> |                                  | Collection For Others D C |                                       | 125/11926/ATTY FINES AN | 495.00         |         |
| 04505                 | KATY PRINTERS, INC.              | 04/03/2024                | Regular                               | 0.00                    | 1,731.90       | 1145806 |
| Payable #             | Payable Type                     | Payable Date              | Payable Description                   | Discount Amount         | Payable Amount |         |
| Account Number        |                                  | Account Name              | Project Account Key                   | Item Description        | Dist Amount    |         |
| <u>74052</u>          | Invoice                          | 03/15/2024                | 125/11934/ORDER#171230/TAX/PO 4006    | 0.00                    | 1,731.90       |         |
| <u>125 438 530200</u> |                                  | Supplies and Stationary   |                                       | 125/11934/ORDER#17123   | 1,731.90       |         |
| 16993                 | KATY TIMES                       | 04/03/2024                | Regular                               | 0.00                    | 742.50         | 1145807 |
| Payable #             | Payable Type                     | Payable Date              | Payable Description                   | Discount Amount         | Payable Amount |         |
| Account Number        |                                  | Account Name              | Project Account Key                   | Item Description        | Dist Amount    |         |
| <u>15953</u>          | Invoice                          | 10/05/2023                | 125/11590/BW-WCELECTION               | 0.00                    | 522.00         |         |
| <u>125 401 544100</u> |                                  | Bid Notices and Printing  |                                       | 125/11590/BW-WCELECTI   | 522.00         |         |

## Check Register

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| Vendor Number  | Vendor Name                | Payment Date | Payment Type                        | Discount Amount  | Payment Amount | Number  |
|----------------|----------------------------|--------------|-------------------------------------|------------------|----------------|---------|
| 16364          | Invoice                    | 11/11/2023   | 125/8933/BW WCRDBRGFLEETVEH         | 0.00             | 220.50         |         |
| 125 401 544100 |                            |              | Bid Notices and Printing            |                  | 220.50         |         |
|                |                            |              | 125/8933/BW WCRDBRGF                |                  |                |         |
| 12908          | KELLY, CODI                | 04/03/2024   | Regular                             | 0.00             | 207.37         | 1145808 |
| Payable #      | Payable Type               | Payable Date | Payable Description                 | Discount Amount  | Payable Amount |         |
| Account Number |                            | Account Name | Project Account Key                 | Item Description | Dist Amount    |         |
| 030704         | Invoice                    | 03/07/2024   | 125/11831/MILEAGE REIMB/PRIMARY EL  | 0.00             | 207.37         |         |
| 125 434 332000 |                            |              | Election Expense - County           |                  | 207.37         |         |
|                |                            |              | 125/11831/MILEAGE REIM              |                  |                |         |
| T.14761        | KIMBALL MIDWEST            | 04/03/2024   | Regular                             | 0.00             | 1,434.58       | 1145809 |
| Payable #      | Payable Type               | Payable Date | Payable Description                 | Discount Amount  | Payable Amount |         |
| Account Number |                            | Account Name | Project Account Key                 | Item Description | Dist Amount    |         |
| 101864153      | Credit Memo                | 01/30/2024   | 125/10439/ACCT#116487/BUILD MAINT   | 0.00             | -323.32        |         |
| 125 442 530100 |                            |              | Supplies                            |                  | -323.32        |         |
|                |                            |              | 125/10439/ACCT#116487/              |                  |                |         |
| 101954341      | Invoice                    | 02/26/2024   | 125/11317/ACCT#116487/BUILD MAINT/  | 0.00             | 1,618.90       |         |
| 125 442 544700 |                            |              | Repair & Replacement                |                  | 1,618.90       |         |
|                |                            |              | 125/11317/ACCT#116487/              |                  |                |         |
| 102007809      | Invoice                    | 03/12/2024   | 125/11741/ACCT#116487/BUILD MAINT/  | 0.00             | 139.00         |         |
| 125 442 544700 |                            |              | Repair & Replacement                |                  | 139.00         |         |
|                |                            |              | 125/11741/ACCT#116487/              |                  |                |         |
| 11070          | KIZZEE, KARLEEN            | 04/03/2024   | Regular                             | 0.00             | 100.00         | 1145810 |
| Payable #      | Payable Type               | Payable Date | Payable Description                 | Discount Amount  | Payable Amount |         |
| Account Number |                            | Account Name | Project Account Key                 | Item Description | Dist Amount    |         |
| 031224         | Invoice                    | 03/12/2024   | 125/11669/SECURITY DEPOSIT/COMM CE  | 0.00             | 100.00         |         |
| 125 210 111500 |                            |              | Security Deposit/Comm C             |                  | 100.00         |         |
|                |                            |              | 125/11669/SECURITY DEP              |                  |                |         |
| 17852          | KYLE OFFICE PRODUCTS       | 04/03/2024   | Regular                             | 0.00             | 275.00         | 1145811 |
| Payable #      | Payable Type               | Payable Date | Payable Description                 | Discount Amount  | Payable Amount |         |
| Account Number |                            | Account Name | Project Account Key                 | Item Description | Dist Amount    |         |
| 36133733       | Invoice                    | 03/14/2024   | 125/11960/AGT#019-1815894-000/CO CL | 0.00             | 275.00         |         |
| 125 403 581813 |                            |              | Copier/Printer                      |                  | 275.00         |         |
|                |                            |              | 125/11960/AGT#019-1815              |                  |                |         |
| 17852          | KYLE OFFICE PRODUCTS       | 04/03/2024   | Regular                             | 0.00             | 184.47         | 1145812 |
| Payable #      | Payable Type               | Payable Date | Payable Description                 | Discount Amount  | Payable Amount |         |
| Account Number |                            | Account Name | Project Account Key                 | Item Description | Dist Amount    |         |
| IN1556         | Invoice                    | 01/19/2024   | 125/11739/ACCT#CN146/ENVIRONMENT    | 0.00             | 184.47         |         |
| 125 443 544900 |                            |              | Service Contracts/Repairs           |                  | 184.47         |         |
|                |                            |              | 125/11739/ACCT#CN146/               |                  |                |         |
| T.8672         | LAROCHE                    | 04/03/2024   | Regular                             | 0.00             | 978.13         | 1145813 |
| Payable #      | Payable Type               | Payable Date | Payable Description                 | Discount Amount  | Payable Amount |         |
| Account Number |                            | Account Name | Project Account Key                 | Item Description | Dist Amount    |         |
| 299705         | Invoice                    | 02/28/2024   | 110/11757/CUST#004431/R&B/PO 39967  | 0.00             | 27.76          |         |
| 110 530 568455 |                            |              | Fleet Operations                    |                  | 27.76          |         |
|                |                            |              | 110/11757/CUST#004431/              |                  |                |         |
| 299814         | Invoice                    | 03/06/2024   | 110/11758/CUST#004431/R&B/PO 39966  | 0.00             | 302.25         |         |
| 110 530 568455 |                            |              | Fleet Operations                    |                  | 302.25         |         |
|                |                            |              | 110/11758/CUST#004431/              |                  |                |         |
| C77609         | Invoice                    | 03/01/2024   | 125/11940/INV#C77609/LAW ENF/PO 40  | 0.00             | 648.12         |         |
| 125 518 536400 |                            |              | Parts and Repairs                   |                  | 648.12         |         |
|                |                            |              | 125/11940/INV#C77609/L              |                  |                |         |
| 20466          | LARRY'S AUTOMOTIVE         | 04/03/2024   | Regular                             | 0.00             | 884.46         | 1145814 |
| Payable #      | Payable Type               | Payable Date | Payable Description                 | Discount Amount  | Payable Amount |         |
| Account Number |                            | Account Name | Project Account Key                 | Item Description | Dist Amount    |         |
| 30050          | Invoice                    | 06/03/2024   | 110/11767/ALIGNEMENT VIN#8988/R&B/  | 0.00             | 884.46         |         |
| 110 530 568455 |                            |              | Fleet Operations                    |                  | 884.46         |         |
|                |                            |              | 110/11767/ALIGNEMENT                |                  |                |         |
| 20582          | LEGACY WASTE SERVICES, LLC | 04/03/2024   | Regular                             | 0.00             | 1,118.80       | 1145815 |
| Payable #      | Payable Type               | Payable Date | Payable Description                 | Discount Amount  | Payable Amount |         |
| Account Number |                            | Account Name | Project Account Key                 | Item Description | Dist Amount    |         |
| 10966 1002     | Invoice                    | 02/27/2024   | 110/11911/INV#10966-1002/R&B/PO 40  | 0.00             | 1,118.80       |         |
| 110 530 569921 |                            |              | Dumpster Fees                       |                  | 1,118.80       |         |
|                |                            |              | 110/11911/INV#10966-10              |                  |                |         |

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| Vendor Number                                | Vendor Name                | Payment Date              | Payment Type                          | Discount Amount         | Payment Amount | Number  |
|----------------------------------------------|----------------------------|---------------------------|---------------------------------------|-------------------------|----------------|---------|
| T.13491                                      | LIBRARICA LLC              | 04/03/2024                | Regular                               | 0.00                    | 476.70         | 1145816 |
| Payable #                                    | Payable Type               | Payable Date              | Payable Description                   | Discount Amount         | Payable Amount |         |
| Account Number                               |                            | Account Name              | Project Account Key                   | Item Description        | Dist Amount    |         |
| <u>203617 1029</u><br><u>125 537 544810</u>  | Invoice                    | 03/07/2024                | 125/11719/CASSIE; 2 PAC RENEWAL/LIB/  | 0.00                    | 476.70         |         |
|                                              |                            | Software/UpDates          |                                       | 125/11719/CASSIE; 2 PAC | 476.70         |         |
| T.10368                                      | LINEBARGER, GOGGIN, BLAIR, | 04/03/2024                | Regular                               | 0.00                    | 650.00         | 1145817 |
| Payable #                                    | Payable Type               | Payable Date              | Payable Description                   | Discount Amount         | Payable Amount |         |
| Account Number                               |                            | Account Name              | Project Account Key                   | Item Description        | Dist Amount    |         |
| <u>031924</u><br><u>125 240 112823</u>       | Invoice                    | 03/19/2024                | 125/11927/ATTY FINES AND FEES/FEB/DIS | 0.00                    | 650.00         |         |
|                                              |                            | Collection For Others D C |                                       | 125/11927/ATTY FINES AN | 650.00         |         |
| 20430                                        | LINGENFELTER, ROBERT       | 04/03/2024                | Regular                               | 0.00                    | 160.00         | 1145818 |
| Payable #                                    | Payable Type               | Payable Date              | Payable Description                   | Discount Amount         | Payable Amount |         |
| Account Number                               |                            | Account Name              | Project Account Key                   | Item Description        | Dist Amount    |         |
| <u>031324</u><br><u>125 443 563000</u>       | Invoice                    | 03/24/2024                | 125/11746/TOWA CONF/03.04 TO 03.06    | 0.00                    | 160.00         |         |
|                                              |                            | Training & Conference Ex  |                                       | 125/11746/TOWA CONF/0   | 160.00         |         |
| 11837                                        | MCKERLEY, CARRIE M         | 04/03/2024                | Regular                               | 0.00                    | 4,995.00       | 1145819 |
| Payable #                                    | Payable Type               | Payable Date              | Payable Description                   | Discount Amount         | Payable Amount |         |
| Account Number                               |                            | Account Name              | Project Account Key                   | Item Description        | Dist Amount    |         |
| <u>030324</u><br><u>125 411 545700</u>       | Invoice                    | 03/03/2024                | 125/11825/CAUSE#22-09-27132/CCAL AP   | 0.00                    | 240.00         |         |
|                                              |                            | Foster Care/Ad Litem Atty |                                       | 125/11825/CAUSE#22-09-  | 240.00         |         |
| <u>030624</u><br><u>125 411 545700</u>       | Invoice                    | 03/06/2024                | 125/11824/CAUSE#CPC23-12-0003/CCAL    | 0.00                    | 1,260.00       |         |
|                                              |                            | Foster Care/Ad Litem Atty |                                       | 125/11824/CAUSE#CPC23-  | 1,260.00       |         |
| <u>030624 1</u><br><u>125 411 545700</u>     | Invoice                    | 03/06/2024                | 125/11965/CAUSE#CPC23-11-0001/CCAL    | 0.00                    | 855.00         |         |
|                                              |                            | Foster Care/Ad Litem Atty |                                       | 125/11965/CAUSE#CPC23-  | 855.00         |         |
| <u>031324</u><br><u>125 411 545700</u>       | Invoice                    | 03/13/2024                | 125/11826/CAUSE#22-09-27132/CCAL AP   | 0.00                    | 2,640.00       |         |
|                                              |                            | Foster Care/Ad Litem Atty |                                       | 125/11826/CAUSE#22-09-  | 2,640.00       |         |
| 13054                                        | MEWIS, TONYA S             | 04/03/2024                | Regular                               | 0.00                    | 1,332.06       | 1145820 |
| Payable #                                    | Payable Type               | Payable Date              | Payable Description                   | Discount Amount         | Payable Amount |         |
| Account Number                               |                            | Account Name              | Project Account Key                   | Item Description        | Dist Amount    |         |
| <u>031224</u><br><u>125 443 563000</u>       | Invoice                    | 03/13/2024                | 125/11745/TOWA CONF REIMB/03.04 TO    | 0.00                    | 1,332.06       |         |
|                                              |                            | Training & Conference Ex  |                                       | 125/11745/TOWA CONF R   | 1,332.06       |         |
| 16043                                        | MICHAEL ARAMBULA, M.D.     | 04/03/2024                | Regular                               | 0.00                    | 6,598.05       | 1145821 |
| Payable #                                    | Payable Type               | Payable Date              | Payable Description                   | Discount Amount         | Payable Amount |         |
| Account Number                               |                            | Account Name              | Project Account Key                   | Item Description        | Dist Amount    |         |
| <u>2 03 11 24</u><br><u>125 416 540925</u>   | Invoice                    | 03/11/2024                | 125/11692/CAUSE# 19-11-17101/DA/PO    | 0.00                    | 3,973.05       |         |
|                                              |                            | Prof Consult/Witness Fee  |                                       | 125/11692/CAUSE# 19-11- | 3,973.05       |         |
| <u>2 03 11 24 1</u><br><u>125 416 540925</u> | Invoice                    | 03/11/2024                | 125/11693/CAUSE#23-01-18514/DA/PO 3   | 0.00                    | 2,625.00       |         |
|                                              |                            | Prof Consult/Witness Fee  |                                       | 125/11693/CAUSE#23-01-  | 2,625.00       |         |
| 17747                                        | MOSLEY, D'ARRELL           | 04/03/2024                | Regular                               | 0.00                    | 55.00          | 1145822 |
| Payable #                                    | Payable Type               | Payable Date              | Payable Description                   | Discount Amount         | Payable Amount |         |
| Account Number                               |                            | Account Name              | Project Account Key                   | Item Description        | Dist Amount    |         |
| <u>031824</u><br><u>125 516 563000</u>       | Invoice                    | 03/18/2024                | 125/11829/REIMB K9 CERTIFICATION FEE  | 0.00                    | 55.00          |         |
|                                              |                            | Training & Conference Ex  |                                       | 125/11829/REIMB K9 CER  | 55.00          |         |
| 18957                                        | MR. WINDSHIELD, INC.       | 04/03/2024                | Regular                               | 0.00                    | 2,567.50       | 1145823 |
| Payable #                                    | Payable Type               | Payable Date              | Payable Description                   | Discount Amount         | Payable Amount |         |
| Account Number                               |                            | Account Name              | Project Account Key                   | Item Description        | Dist Amount    |         |
| <u>9270</u><br><u>125 518 536400</u>         | Invoice                    | 03/06/2024                | 125/11912/INV#9270/LAW ENF/PO 4003    | 0.00                    | 2,567.50       |         |
|                                              |                            | Parts and Repairs         |                                       | 125/11912/INV#9270/LA   | 2,567.50       |         |
| 01695                                        | NAPA AUTO PARTS            | 04/03/2024                | Regular                               | 0.00                    | 2,783.40       | 1145824 |



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| Vendor Number         | Vendor Name                   | Payment Date        | Payment Type                        | Discount Amount | Payment Amount | Number  |
|-----------------------|-------------------------------|---------------------|-------------------------------------|-----------------|----------------|---------|
| Payable #             | Payable Type                  | Payable Date        | Payable Description                 | Discount Amount | Payable Amount |         |
| Account Number        | Account Name                  | Project Account Key | Item Description                    | Dist Amount     |                |         |
| <u>995837</u>         | Invoice                       | 02/29/2024          | 125/11703/CUST#294/LAW ENF/PO 3991  | 0.00            | 1,625.00       |         |
| <u>125 518 536400</u> | Parts and Repairs             |                     | 125/11703/CUST#294/LA               |                 | 1,625.00       |         |
| <u>995826</u>         | Invoice                       | 02/29/2024          | 125/11704/CUST#294/LAW ENF/PO 3992  | 0.00            | 70.89          |         |
| <u>125 518 536400</u> | Parts and Repairs             |                     | 125/11704/CUST#294/LA               |                 | 70.89          |         |
| <u>996606</u>         | Invoice                       | 03/07/2024          | 125/40018/CUST#294/LAW ENF/PO 4001  | 0.00            | 80.20          |         |
| <u>125 518 536400</u> | Parts and Repairs             |                     | 125/40018/CUST#294/LA               |                 | 80.20          |         |
| <u>996713</u>         | Invoice                       | 03/07/2024          | 125/11854/CUST#294/LAW ENF/PO 4001  | 0.00            | 294.33         |         |
| <u>125 518 536400</u> | Parts and Repairs             |                     | 125/11854/CUST#294/LA               |                 | 294.33         |         |
| <u>997309</u>         | Invoice                       | 03/13/2024          | 125/40017/CUST#294/LAW ENF/PO 4001  | 0.00            | 151.13         |         |
| <u>125 518 536400</u> | Parts and Repairs             |                     | 125/40017/CUST#294/LA               |                 | 151.13         |         |
| <u>997420</u>         | Invoice                       | 03/14/2024          | 125/11972/CUST#294/LAW ENF/PO 4011  | 0.00            | 151.13         |         |
| <u>125 518 536400</u> | Parts and Repairs             |                     | 125/11972/CUST#294/LA               |                 | 151.13         |         |
| <u>998043</u>         | Invoice                       | 03/20/2024          | 125/11971/CUST#294/LAW ENF/PO 4011  | 0.00            | 410.72         |         |
| <u>125 518 536400</u> | Parts and Repairs             |                     | 125/11971/CUST#294/LA               |                 | 410.72         |         |
| 13036                 | NATIONAL CONSTABLES & MARSHA  | 04/03/2024          | Regular                             | 0.00            | 60.00          | 1145825 |
| Payable #             | Payable Type                  | Payable Date        | Payable Description                 | Discount Amount | Payable Amount |         |
| Account Number        | Account Name                  | Project Account Key | Item Description                    | Dist Amount     |                |         |
| <u>2024</u>           | Invoice                       | 03/11/2024          | 125/11589/2024 MEMBERSHIP/H.SMITH   | 0.00            | 60.00          |         |
| <u>125 513 568400</u> | Miscellaneous                 |                     | 125/11589/2024 MEMBER               |                 | 60.00          |         |
| 05561                 | NAVASOTA SOIL & WATER CONSERV | 04/03/2024          | Regular                             | 0.00            | 2,500.00       | 1145826 |
| Payable #             | Payable Type                  | Payable Date        | Payable Description                 | Discount Amount | Payable Amount |         |
| Account Number        | Account Name                  | Project Account Key | Item Description                    | Dist Amount     |                |         |
| <u>030624</u>         | Invoice                       | 03/06/2024          | 125/11722/ALLOCATED 2024 BUDGET #4  | 0.00            | 2,500.00       |         |
| <u>125 411 547230</u> | Soil & Water Conserv          |                     | 125/11722/ALLOCATED 20              |                 | 2,500.00       |         |
| 15090                 | NETPROTEC LLC                 | 04/03/2024          | Regular                             | 0.00            | 600.00         | 1145827 |
| Payable #             | Payable Type                  | Payable Date        | Payable Description                 | Discount Amount | Payable Amount |         |
| Account Number        | Account Name                  | Project Account Key | Item Description                    | Dist Amount     |                |         |
| <u>4034</u>           | Invoice                       | 03/22/2024          | 119/11919/VIDEO MAGISTRATE/03.22 TO | 0.00            | 600.00         |         |
| <u>119 429 581817</u> | Technology Enhancement        |                     | 119/11919/VIDEO MAGIST              |                 | 600.00         |         |
| 18360                 | NICHOLSON, TRAVIS             | 04/03/2024          | Regular                             | 0.00            | 96.00          | 1145828 |
| Payable #             | Payable Type                  | Payable Date        | Payable Description                 | Discount Amount | Payable Amount |         |
| Account Number        | Account Name                  | Project Account Key | Item Description                    | Dist Amount     |                |         |
| <u>031324</u>         | Invoice                       | 03/13/2024          | 125/11818/NARCOTRAFFICKER TRAINING  | 0.00            | 96.00          |         |
| <u>125 516 563000</u> | Training & Conference Ex      |                     | 125/11818/NARCOTRAFFI               |                 | 96.00          |         |
| 18826                 | ODP BUSINESS SOLUTIONS, LLC   | 04/03/2024          | Regular                             | 0.00            | 3,764.64       | 1145829 |
| Payable #             | Payable Type                  | Payable Date        | Payable Description                 | Discount Amount | Payable Amount |         |
| Account Number        | Account Name                  | Project Account Key | Item Description                    | Dist Amount     |                |         |
| <u>346473672001</u>   | Invoice                       | 12/14/2023          | 125/10335/ACCT#30113665/CONST MGR   | 0.00            | 15.34          |         |
| <u>125 442 530217</u> | Construction Manager/Su       |                     | 125/10335/ACCT#301136               |                 | 15.34          |         |
| <u>346486488001</u>   | Invoice                       | 12/14/2023          | 125/10334/ACCT#30113665/CONST MGR   | 0.00            | 266.76         |         |
| <u>125 442 530217</u> | Construction Manager/Su       |                     | 125/10334/ACCT#301136               |                 | 266.76         |         |
| <u>346486990001</u>   | Invoice                       | 12/13/2023          | 125/10333/ACCT#30113665/CONST MGR   | 0.00            | 87.97          |         |
| <u>125 442 530217</u> | Construction Manager/Su       |                     | 125/10333/ACCT#301136               |                 | 87.97          |         |
| <u>346444301001</u>   | Invoice                       | 12/14/2023          | 125/10332/ACCT#30113665/CONST MGR   | 0.00            | 25.49          |         |
| <u>125 442 530217</u> | Construction Manager/Su       |                     | 125/10332/ACCT#301136               |                 | 25.49          |         |
| <u>346444450001</u>   | Invoice                       | 12/14/2023          | 125/10331/ACCT#30113665/CONST MGR   | 0.00            | 869.99         |         |
| <u>125 442 530217</u> | Construction Manager/Su       |                     | 125/10331/ACCT#301136               |                 | 869.99         |         |
| <u>351650367001</u>   | Credit Memo                   | 03/06/2024          | 125/11958/ACCT#30113665/EA          | 0.00            | -56.29         |         |
| <u>125 434 530200</u> | Supplies and Stationary       |                     | 125/11958/ACCT#301136               |                 | -56.29         |         |
| <u>351657366001</u>   | Invoice                       | 03/01/2024          | 125/11774/ACCT#30113665/DIST CLER/P | 0.00            | 137.64         |         |

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| Vendor Number         | Vendor Name         | Payment Date            | Payment Type                          | Discount Amount         | Payment Amount        | Number   |
|-----------------------|---------------------|-------------------------|---------------------------------------|-------------------------|-----------------------|----------|
| <u>125 417 530200</u> |                     | Supplies and Stationary | 125/11774/ACCT#301136                 |                         | 137.64                |          |
| <u>354201994001</u>   | Invoice             | 02/08/2024              | 125/11091/ACCT#30113665/JP#4/PO 399   | 0.00                    | 425.60                |          |
| <u>125 421 530200</u> |                     | Supplies and Stationary | 125/11091/ACCT#301136                 |                         | 425.60                |          |
| <u>354223883001</u>   | Invoice             | 02/15/2024              | 125/11268/ACCT#30113665/JP#4/PO 399   | 0.00                    | 43.92                 |          |
| <u>125 421 530200</u> |                     | Supplies and Stationary | 125/11268/ACCT#301136                 |                         | 43.92                 |          |
| <u>354227660001</u>   | Invoice             | 02/16/2024              | 125/11270/ACCT#30113665/CONST PCT#    | 0.00                    | 123.99                |          |
| <u>125 514 581810</u> |                     | Equipment               | 125/11270/ACCT#301136                 |                         | 123.99                |          |
| <u>354228278001</u>   | Invoice             | 02/19/2024              | 125/11271/ACCT#30113665/CONST PCT#    | 0.00                    | 403.91                |          |
| <u>125 514 581810</u> |                     | Equipment               | 125/11271/ACCT#301136                 |                         | 403.91                |          |
| <u>355520192001</u>   | Invoice             | 02/29/2024              | 125/11771/ACCT#30113665/LIB/PO 3985   | 0.00                    | 174.37                |          |
| <u>125 537 530200</u> |                     | Supplies and Stationary | 125/11771/ACCT#301136                 |                         | 174.37                |          |
| <u>355524475001</u>   | Invoice             | 03/01/2014              | 125/11772/ACCT#30113665/LIB/PO 3985   | 0.00                    | 52.23                 |          |
| <u>125 537 530200</u> |                     | Supplies and Stationary | 125/11772/ACCT#301136                 |                         | 52.23                 |          |
| <u>357104053001</u>   | Invoice             | 02/28/2024              | 125/11785/ACCT#30113665/DIST CLERK/   | 0.00                    | 58.66                 |          |
| <u>125 413 530200</u> |                     | Supplies and Stationary | 125/11785/ACCT#301136                 |                         | 58.66                 |          |
| <u>357384659001</u>   | Invoice             | 02/29/2024              | 125/11782/ACCT#30113665/LIB/PO 3985   | 0.00                    | 786.78                |          |
| <u>125 537 581800</u> |                     | Furniture & Equipment   | 125/11782/ACCT#301136                 |                         | 786.78                |          |
| <u>357385688001</u>   | Invoice             | 02/28/2024              | 125/11781/ACCT#30113665/LIB/PO 3985   | 0.00                    | 348.28                |          |
| <u>125 537 530200</u> |                     | Supplies and Stationary | 125/11781/ACCT#301136                 |                         | 348.28                |          |
| 20759                 | OFFENDERWATCH       | 04/03/2024              | Regular                               | 0.00                    | 2,785.00              | 1145830  |
| <b>Payable #</b>      | <b>Payable Type</b> | <b>Payable Date</b>     | <b>Payable Description</b>            | <b>Discount Amount</b>  | <b>Payable Amount</b> |          |
| <b>Account Number</b> |                     | <b>Account Name</b>     | <b>Project Account Key</b>            | <b>Item Description</b> | <b>Dist Amount</b>    |          |
| <u>50187</u>          | Invoice             | 03/13/2024              | 125/11851/RENEWAL FEE                 | ACCT#56885/S            | 0.00                  | 2,785.00 |
| <u>125 516 562323</u> |                     | Dues and Subscription   |                                       | 125/11851/RENEWAL FEE   |                       | 2,785.00 |
| 00559                 | OMNIBASE SVCS OF TX | 04/03/2024              | Regular                               | 0.00                    | 36.00                 | 1145831  |
| <b>Payable #</b>      | <b>Payable Type</b> | <b>Payable Date</b>     | <b>Payable Description</b>            | <b>Discount Amount</b>  | <b>Payable Amount</b> |          |
| <b>Account Number</b> |                     | <b>Account Name</b>     | <b>Project Account Key</b>            | <b>Item Description</b> | <b>Dist Amount</b>    |          |
| <u>423 001237</u>     | Invoice             | 12/31/2023              | 125/11846/4TH QTR ACTIVITY OCT-DEC/ J |                         | 0.00                  | 36.00    |
| <u>125 291 112905</u> |                     | TLFTA Fee/Omni          |                                       | 125/11846/4TH QTR ACTI  |                       | 36.00    |
| 00928                 | O'REILLY AUTO PARTS | 04/03/2024              | Regular                               | 0.00                    | 1,625.12              | 1145832  |
| <b>Payable #</b>      | <b>Payable Type</b> | <b>Payable Date</b>     | <b>Payable Description</b>            | <b>Discount Amount</b>  | <b>Payable Amount</b> |          |
| <b>Account Number</b> |                     | <b>Account Name</b>     | <b>Project Account Key</b>            | <b>Item Description</b> | <b>Dist Amount</b>    |          |
| <u>0603 143064</u>    | Invoice             | 02/21/2024              | 110/11725/ACCT#1804716/R&B/PO 3998    | 0.00                    | 412.01                |          |
| <u>110 530 568455</u> |                     | Fleet Operations        |                                       | 110/11725/ACCT#180471   |                       | 412.01   |
| <u>0603 143096</u>    | Invoice             | 02/21/2024              | 110/11726/ACCT#1804716/R&B/PO 3998    | 0.00                    | 15.99                 |          |
| <u>110 530 568455</u> |                     | Fleet Operations        |                                       | 110/11726/ACCT#180471   |                       | 15.99    |
| <u>0603 143134</u>    | Invoice             | 02/21/2024              | 110/11727/ACCT#1804716/R&B/PO 3998    | 0.00                    | 122.93                |          |
| <u>110 530 568455</u> |                     | Fleet Operations        |                                       | 110/11727/ACCT#180471   |                       | 122.93   |
| <u>0603 143148</u>    | Invoice             | 02/21/2024              | 110/11728/ACCT#1804716/R&B/PO 3998    | 0.00                    | 265.34                |          |
| <u>110 530 568455</u> |                     | Fleet Operations        |                                       | 110/11728/ACCT#180471   |                       | 265.34   |
| <u>0603 143280</u>    | Invoice             | 02/22/2024              | 110/11729/ACCT#1804716/R&B/PO 3998    | 0.00                    | 79.20                 |          |
| <u>110 530 568455</u> |                     | Fleet Operations        |                                       | 110/11729/ACCT#180471   |                       | 79.20    |
| <u>0603 144171</u>    | Invoice             | 02/26/2024              | 110/11730/ACCT#1804716/R&B/PO 3998    | 0.00                    | 83.76                 |          |
| <u>110 530 568455</u> |                     | Fleet Operations        |                                       | 110/11730/ACCT#180471   |                       | 83.76    |
| <u>0603 144405</u>    | Invoice             | 02/27/2024              | 110/11731/ACCT#1804716/R&B/PO 3998    | 0.00                    | 80.01                 |          |
| <u>110 530 568455</u> |                     | Fleet Operations        |                                       | 110/11731/ACCT#180471   |                       | 80.01    |
| <u>0603 144483</u>    | Invoice             | 02/27/2024              | 110/11732/ACCT#1804716/R&B/PO 3998    | 0.00                    | 11.57                 |          |
| <u>110 530 568455</u> |                     | Fleet Operations        |                                       | 110/11732/ACCT#180471   |                       | 11.57    |
| <u>0603 144706</u>    | Invoice             | 02/28/2024              | 110/11733/ACCT#1804716/R&B/PO 3998    | 0.00                    | 6.99                  |          |
| <u>110 530 568455</u> |                     | Fleet Operations        |                                       | 110/11733/ACCT#180471   |                       | 6.99     |
| <u>0603 146149</u>    | Invoice             | 03/06/2024              | 125/11882/ACCT#1804710/LAW ENF/PO     | 0.00                    | 36.51                 |          |

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| Vendor Number         | Vendor Name                     | Payment Date              | Payment Type                          | Discount Amount         | Payment Amount        | Number  |
|-----------------------|---------------------------------|---------------------------|---------------------------------------|-------------------------|-----------------------|---------|
| 125.518.536400        |                                 | Parts and Repairs         | 125/11882/ACCT#180471                 |                         | 36.51                 |         |
| 0603 146402           | Invoice                         | 03/07/2024                | 125/11880/ACCT#1804710/LAW ENF/PO     | 0.00                    | 70.16                 |         |
| 125.518.536400        |                                 | Parts and Repairs         | 125/11880/ACCT#180471                 |                         | 70.16                 |         |
| 0603 147122           | Invoice                         | 03/11/2024                | 125/11881/ACCT#1804710/LAW ENF/PO     | 0.00                    | 33.99                 |         |
| 125.518.536400        |                                 | Parts and Repairs         | 125/11881/ACCT#180471                 |                         | 33.99                 |         |
| 0603 147168           | Invoice                         | 03/11/2024                | 125/11884/ACCT#1804710/LAW ENF/PO     | 0.00                    | 50.18                 |         |
| 125.518.536400        |                                 | Parts and Repairs         | 125/11884/ACCT#180471                 |                         | 50.18                 |         |
| 0603 147462           | Invoice                         | 03/12/2024                | 110/11883/ACCT#1804710/LAW ENF/PO     | 0.00                    | 356.48                |         |
| 125.518.536400        |                                 | Parts and Repairs         | 110/11883/ACCT#180471                 |                         | 356.48                |         |
| 20744                 | PACIFIC CONCEPTS                | 04/03/2024                | Regular                               | 0.00                    | 865.34                | 1145833 |
| <b>Payable #</b>      | <b>Payable Type</b>             | <b>Payable Date</b>       | <b>Payable Description</b>            | <b>Discount Amount</b>  | <b>Payable Amount</b> |         |
| <b>Account Number</b> |                                 | <b>Account Name</b>       | <b>Project Account Key</b>            | <b>Item Description</b> | <b>Dist Amount</b>    |         |
| 1100060955            | Invoice                         | 03/06/2024                | 125/11760/CUST#WAL40/SO JAIL/PO 399   | 0.00                    | 865.34                |         |
| 125.505.530200        |                                 | Supplies and Stationary   | 125/11760/CUST#WAL40/                 |                         | 865.34                |         |
| 20766                 | PARK, MICHAEL DALE              | 04/03/2024                | Regular                               | 0.00                    | 96.00                 | 1145834 |
| <b>Payable #</b>      | <b>Payable Type</b>             | <b>Payable Date</b>       | <b>Payable Description</b>            | <b>Discount Amount</b>  | <b>Payable Amount</b> |         |
| <b>Account Number</b> |                                 | <b>Account Name</b>       | <b>Project Account Key</b>            | <b>Item Description</b> | <b>Dist Amount</b>    |         |
| 030824                | Invoice                         | 03/08/2024                | 125/11822/NARCOTRAFFICKER TRAININ     | 0.00                    | 96.00                 |         |
| 125.516.563000        |                                 | Training & Conference Ex  | 125/11822/NARCOTRAFF                  |                         | 96.00                 |         |
| 14923                 | PARKWAY CHEVROLET, INC.         | 04/03/2024                | Regular                               | 0.00                    | 2,457.86              | 1145835 |
| <b>Payable #</b>      | <b>Payable Type</b>             | <b>Payable Date</b>       | <b>Payable Description</b>            | <b>Discount Amount</b>  | <b>Payable Amount</b> |         |
| <b>Account Number</b> |                                 | <b>Account Name</b>       | <b>Project Account Key</b>            | <b>Item Description</b> | <b>Dist Amount</b>    |         |
| 0705805458            | Invoice                         | 03/11/2024                | 125/11845/CUST#153778/LAW ENF/PO 4    | 0.00                    | 2,457.86              |         |
| 125.518.536400        |                                 | Parts and Repairs         | 125/11845/CUST#153778/                |                         | 2,457.86              |         |
| 20694                 | PARR, LARRY                     | 04/03/2024                | Regular                               | 0.00                    | 110.00                | 1145836 |
| <b>Payable #</b>      | <b>Payable Type</b>             | <b>Payable Date</b>       | <b>Payable Description</b>            | <b>Discount Amount</b>  | <b>Payable Amount</b> |         |
| <b>Account Number</b> |                                 | <b>Account Name</b>       | <b>Project Account Key</b>            | <b>Item Description</b> | <b>Dist Amount</b>    |         |
| 032024                | Invoice                         | 03/20/2024                | 125/11959/SECURITY DEPOSIT/COMM CE    | 0.00                    | 110.00                |         |
| 125.000.470020        |                                 | Rental Fee/Comm Ctr       | 125/11959/SECURITY DEP                |                         | 10.00                 |         |
| 125.210.111510        |                                 | Security Deposit/Comm C   | 125/11959/SECURITY DEP                |                         | 100.00                |         |
| T.9966                | PERDUE, BRANDON, FIELDER, COLLI | 04/03/2024                | Regular                               | 0.00                    | 3,090.00              | 1145837 |
| <b>Payable #</b>      | <b>Payable Type</b>             | <b>Payable Date</b>       | <b>Payable Description</b>            | <b>Discount Amount</b>  | <b>Payable Amount</b> |         |
| <b>Account Number</b> |                                 | <b>Account Name</b>       | <b>Project Account Key</b>            | <b>Item Description</b> | <b>Dist Amount</b>    |         |
| 031924                | Invoice                         | 03/19/2024                | 125/11928/ATTY FINES AND FEES/FEB/DIS | 0.00                    | 3,090.00              |         |
| 125.210.112923        |                                 | Collection For Others D C | 125/11928/ATTY FINES AN               |                         | 3,090.00              |         |
| 18525                 | PETROLEUM TRADERS CORPORATIC    | 04/03/2024                | Regular                               | 0.00                    | 19,825.11             | 1145838 |
| <b>Payable #</b>      | <b>Payable Type</b>             | <b>Payable Date</b>       | <b>Payable Description</b>            | <b>Discount Amount</b>  | <b>Payable Amount</b> |         |
| <b>Account Number</b> |                                 | <b>Account Name</b>       | <b>Project Account Key</b>            | <b>Item Description</b> | <b>Dist Amount</b>    |         |
| 1968499               | Invoice                         | 03/04/2024                | 110/11762/ACCT#993264/1/R&B/PO 399    | 0.00                    | 19,825.11             |         |
| 110.530.537501        |                                 | Fuel                      | 110/11762/ACCT#993264/                |                         | 19,825.11             |         |
| 05995                 | PRECISION PRINTING              | 04/03/2024                | Regular                               | 0.00                    | 75.09                 | 1145839 |
| <b>Payable #</b>      | <b>Payable Type</b>             | <b>Payable Date</b>       | <b>Payable Description</b>            | <b>Discount Amount</b>  | <b>Payable Amount</b> |         |
| <b>Account Number</b> |                                 | <b>Account Name</b>       | <b>Project Account Key</b>            | <b>Item Description</b> | <b>Dist Amount</b>    |         |
| 9649                  | Invoice                         | 03/07/2024                | 125/11794/INV#9649/CCAL/PO 39181      | 0.00                    | 55.08                 |         |
| 125.412.581813        |                                 | Copier/Printer            | 125/11794/INV#9649/CCA                |                         | 55.08                 |         |
| 9650                  | Invoice                         | 03/07/2024                | 125/11795/INV#9650/CCAL COURTROOM     | 0.00                    | 20.01                 |         |
| 125.412.581813        |                                 | Copier/Printer            | 125/11795/INV#9650/CCA                |                         | 20.01                 |         |
| 17650                 | QUADIENT LEASING USA, INC       | 04/03/2024                | Regular                               | 0.00                    | 74.13                 | 1145840 |



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| Vendor Number  | Vendor Name                    | Payment Date              | Payment Type                          | Discount Amount         | Payment Amount | Number  |
|----------------|--------------------------------|---------------------------|---------------------------------------|-------------------------|----------------|---------|
| 14381          | RICOH USA, INC.                | 04/03/2024                | Regular                               | 0.00                    | 78.20          | 1145848 |
| Payable #      | Payable Type                   | Payable Date              | Payable Description                   | Discount Amount         | Payable Amount |         |
| Account Number |                                | Account Name              | Project Account Key                   | Item Description        | Dist Amount    |         |
| 5066855623     | Invoice                        | 02/01/2024                | 125/11697/CUST#12569042/COMM CEN      | 0.00                    | 78.20          |         |
| 125-405-581813 |                                | Copier/Printer            |                                       | 125/11697/CUST#125690   | 78.20          |         |
| 14381          | RICOH USA, INC.                | 04/03/2024                | Regular                               | 0.00                    | 81.49          | 1145849 |
| Payable #      | Payable Type                   | Payable Date              | Payable Description                   | Discount Amount         | Payable Amount |         |
| Account Number |                                | Account Name              | Project Account Key                   | Item Description        | Dist Amount    |         |
| 5068676492     | Invoice                        | 01/01/2024                | 125/11699/CUST#12569042/COMM CEN      | 0.00                    | 81.49          |         |
| 125-405-581813 |                                | Copier/Printer            |                                       | 125/11699/CUST#125690   | 81.49          |         |
| 14381          | RICOH USA, INC.                | 04/03/2024                | Regular                               | 0.00                    | 130.12         | 1145850 |
| Payable #      | Payable Type                   | Payable Date              | Payable Description                   | Discount Amount         | Payable Amount |         |
| Account Number |                                | Account Name              | Project Account Key                   | Item Description        | Dist Amount    |         |
| 108048565      | Invoice                        | 02/16/2024                | 125/11306/ACCT#1432394-3662630/FM/    | 0.00                    | 130.12         |         |
| 125-509-581813 |                                | Copier/Printer            |                                       | 125/11306/ACCT#143239   | 130.12         |         |
| 14381          | RICOH USA, INC.                | 04/03/2024                | Regular                               | 0.00                    | 22.03          | 1145851 |
| Payable #      | Payable Type                   | Payable Date              | Payable Description                   | Discount Amount         | Payable Amount |         |
| Account Number |                                | Account Name              | Project Account Key                   | Item Description        | Dist Amount    |         |
| 5068533272     | Invoice                        | 12/03/2023                | 125/11695/CUST#12569042/COMM CEN      | 0.00                    | 22.03          |         |
| 125-405-581813 |                                | Copier/Printer            |                                       | 125/11695/CUST#125690   | 22.03          |         |
| 14381          | RICOH USA, INC.                | 04/03/2024                | Regular                               | 0.00                    | 10.27          | 1145852 |
| Payable #      | Payable Type                   | Payable Date              | Payable Description                   | Discount Amount         | Payable Amount |         |
| Account Number |                                | Account Name              | Project Account Key                   | Item Description        | Dist Amount    |         |
| 5068363451     | Invoice                        | 11/01/2023                | 125/11696/CUST#12569042/COMM CEN      | 0.00                    | 10.27          |         |
| 125-405-581813 |                                | Copier/Printer            |                                       | 125/11696/CUST#125690   | 10.27          |         |
| 19516          | ROCA CLEANING SERVICES         | 04/03/2024                | Regular                               | 0.00                    | 1,050.00       | 1145853 |
| Payable #      | Payable Type                   | Payable Date              | Payable Description                   | Discount Amount         | Payable Amount |         |
| Account Number |                                | Account Name              | Project Account Key                   | Item Description        | Dist Amount    |         |
| 599675         | Invoice                        | 03/11/2024                | 125/11969/CLEANING 3;6-9/BUILD MAIN   | 0.00                    | 600.00         |         |
| 125-442-545400 |                                | Contract Labor            |                                       | 125/11969/CLEANING 3;6- | 600.00         |         |
| 599675         | Invoice                        | 03/18/2024                | 125/11970/CLEANING 3;12;14;16/BUILD   | 0.00                    | 450.00         |         |
| 125-442-545400 |                                | Contract Labor            |                                       | 125/11970/CLEANING 3;1  | 450.00         |         |
| 20767          | ROQUE, ALEX                    | 04/03/2024                | Regular                               | 0.00                    | 97.41          | 1145854 |
| Payable #      | Payable Type                   | Payable Date              | Payable Description                   | Discount Amount         | Payable Amount |         |
| Account Number |                                | Account Name              | Project Account Key                   | Item Description        | Dist Amount    |         |
| 031324         | Invoice                        | 03/18/2024                | 110/11830/REIMBURSEMENT FOR SAFET     | 0.00                    | 97.41          |         |
| 110-530-547522 |                                | Health, Safety & Hazard   |                                       | 110/11830/REIMBURSEM    | 97.41          |         |
| 20698          | ROWDY HAACK                    | 04/03/2024                | Regular                               | 0.00                    | 350.00         | 1145855 |
| Payable #      | Payable Type                   | Payable Date              | Payable Description                   | Discount Amount         | Payable Amount |         |
| Account Number |                                | Account Name              | Project Account Key                   | Item Description        | Dist Amount    |         |
| 031924         | Invoice                        | 03/19/2024                | 125/11925/ATTY FINES AND FEES/FEB/DIS | 0.00                    | 350.00         |         |
| 125-210-112323 |                                | Collection For Others D C |                                       | 125/11925/ATTY FINES AN | 350.00         |         |
| 20762          | SALAZAR, LUIS                  | 04/03/2024                | Regular                               | 0.00                    | 100.00         | 1145856 |
| Payable #      | Payable Type                   | Payable Date              | Payable Description                   | Discount Amount         | Payable Amount |         |
| Account Number |                                | Account Name              | Project Account Key                   | Item Description        | Dist Amount    |         |
| 031124         | Invoice                        | 03/11/2024                | 110/11748/REIMBURSEMENT FOR SAFET     | 0.00                    | 100.00         |         |
| 110-530-547522 |                                | Health, Safety & Hazard   |                                       | 110/11748/REIMBURSEM    | 100.00         |         |
| 12583          | SAM HOUSTON STATE UNIVERSITY - | 04/03/2024                | Regular                               | 0.00                    | 100.00         | 1145857 |

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| Vendor Number  | Vendor Name                | Payment Date             | Payment Type                         | Discount Amount        | Payment Amount | Number  |
|----------------|----------------------------|--------------------------|--------------------------------------|------------------------|----------------|---------|
| Payable #      | Payable Type               | Payable Date             | Payable Description                  | Discount Amount        | Payable Amount |         |
| Account Number |                            | Account Name             | Project Account Key                  | Item Description       | Dist Amount    |         |
| 030124         | Invoice                    | 03/21/2024               | 125/11932/REG/C.HARDY/COORDINATOR    | 0.00                   | 100.00         |         |
| 125.506.545300 |                            | Training                 |                                      | 125/11932/REG/C.HARDY/ | 100.00         |         |
| 06600          | SAN BERNARD ELECTRIC CO-OP | 04/03/2024               | Regular                              | 0.00                   | 14,512.95      | 1145858 |
| Payable #      | Payable Type               | Payable Date             | Payable Description                  | Discount Amount        | Payable Amount |         |
| Account Number |                            | Account Name             | Project Account Key                  | Item Description       | Dist Amount    |         |
| 030924         | Invoice                    | 03/09/2024               | 110/11797/ACCT#157708/R&B/02.06 TO   | 0.00                   | 1,300.76       |         |
| 110.524.542600 |                            | Utilities                |                                      | 110/11797/ACCT#157708/ | 1,300.76       |         |
| 030924.1       | Invoice                    | 03/09/2024               | 125/11798/ACCT#722102/IP#3/02.06 TO  | 0.00                   | 272.59         |         |
| 125.411.542600 |                            | Utilities                |                                      | 125/11798/ACCT#722102/ | 272.59         |         |
| 030924.2       | Invoice                    | 03/09/2024               | 125/11799/ACCT#1578201/IP#2/02.06 T  | 0.00                   | 317.28         |         |
| 125.411.542600 |                            | Utilities                |                                      | 125/11799/ACCT#157820  | 317.28         |         |
| 030924.3       | Invoice                    | 03/09/2024               | 110/11800/ACCT#2301403/AREA LIGHT/O  | 0.00                   | 219.88         |         |
| 110.524.542600 |                            | Utilities                |                                      | 110/11800/ACCT#230140  | 219.88         |         |
| 030924.4       | Invoice                    | 03/09/2024               | 110/11801/ACCT#2984100/EQUIP YARD/   | 0.00                   | 297.31         |         |
| 110.524.542600 |                            | Utilities                |                                      | 110/11801/ACCT#298410  | 297.31         |         |
| 030924.5       | Invoice                    | 03/09/2024               | 125/11802/ACCT#4205700/CONST PCT#3   | 0.00                   | 113.46         |         |
| 125.411.542600 |                            | Utilities                |                                      | 125/11802/ACCT#420570  | 113.46         |         |
| 030924.6       | Invoice                    | 03/09/2024               | 125/11803/ACCT#4205800/CONST PCT#2   | 0.00                   | 197.77         |         |
| 125.411.542600 |                            | Utilities                |                                      | 125/11803/ACCT#420580  | 197.77         |         |
| 030924.7       | Invoice                    | 03/09/2024               | 125/11804/ACCT#4559000/JUSTICE CENT  | 0.00                   | 11,793.90      |         |
| 125.411.542600 |                            | Utilities                |                                      | 125/11804/ACCT#455900  | 11,793.90      |         |
| 15916          | SANDERS, PEGGY             | 04/03/2024               | Regular                              | 0.00                   | 81.60          | 1145859 |
| Payable #      | Payable Type               | Payable Date             | Payable Description                  | Discount Amount        | Payable Amount |         |
| Account Number |                            | Account Name             | Project Account Key                  | Item Description       | Dist Amount    |         |
| 09610          | Invoice                    | 03/12/2024               | 125/11701/REIMB FOR OFFICE SUPPLIES/ | 0.00                   | 81.60          |         |
| 125.430.568400 |                            | Miscellaneous            |                                      | 125/11701/REIMB FOR OF | 81.60          |         |
| 00711          | SARGENT, JOAN              | 04/03/2024               | Regular                              | 0.00                   | 725.80         | 1145860 |
| Payable #      | Payable Type               | Payable Date             | Payable Description                  | Discount Amount        | Payable Amount |         |
| Account Number |                            | Account Name             | Project Account Key                  | Item Description       | Dist Amount    |         |
| 032524         | Invoice                    | 03/25/2024               | 125/11931/MGMT & RISH CONF/03.20 T   | 0.00                   | 725.80         |         |
| 125.435.563000 |                            | Training & Conference Ex |                                      | 125/11931/MGMT & RISH  | 725.80         |         |
| 06680          | SCHMIDT FUNERAL HOME       | 04/03/2024               | Regular                              | 0.00                   | 1,100.00       | 1145861 |
| Payable #      | Payable Type               | Payable Date             | Payable Description                  | Discount Amount        | Payable Amount |         |
| Account Number |                            | Account Name             | Project Account Key                  | Item Description       | Dist Amount    |         |
| 032624         | Invoice                    | 02/28/2024               | 125/11339/TRANSPORT TO FBCME/CC 03   | 0.00                   | 1,100.00       |         |
| 125.423.540705 |                            | Transport To Morgue      |                                      | 125/11339/TRANSPORT T  | 1,100.00       |         |
| 06680          | SCHMIDT FUNERAL HOME       | 04/03/2024               | Regular                              | 0.00                   | 1,200.00       | 1145862 |
| Payable #      | Payable Type               | Payable Date             | Payable Description                  | Discount Amount        | Payable Amount |         |
| Account Number |                            | Account Name             | Project Account Key                  | Item Description       | Dist Amount    |         |
| 031924         | Invoice                    | 02/19/2024               | 125/11136/TRANSPORT TO FBCME/CC 03   | 0.00                   | 1,200.00       |         |
| 125.423.540705 |                            | Transport To Morgue      |                                      | 125/11136/TRANSPORT T  | 1,200.00       |         |
| 12991          | SCREAMING TEE'S 2          | 04/03/2024               | Regular                              | 0.00                   | 60.00          | 1145863 |
| Payable #      | Payable Type               | Payable Date             | Payable Description                  | Discount Amount        | Payable Amount |         |
| Account Number |                            | Account Name             | Project Account Key                  | Item Description       | Dist Amount    |         |
| 29305          | Invoice                    | 03/13/2024               | 125/11947/CUST#6627/SO/PO 40065      | 0.00                   | 60.00          |         |
| 125.510.503900 |                            | Uniforms                 |                                      | 125/11947/CUST#6627/S  | 60.00          |         |
| 14921          | SEDALCO, INC               | 04/03/2024               | Regular                              | 0.00                   | 637,482.02     | 1145864 |

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| Vendor Number   | Vendor Name                     | Payment Date | Payment Type                          | Discount Amount         | Payment Amount | Number  |
|-----------------|---------------------------------|--------------|---------------------------------------|-------------------------|----------------|---------|
| Payable #       | Payable Type                    | Payable Date | Payable Description                   | Discount Amount         | Payable Amount |         |
| Account Number  |                                 | Account Name | Project Account Key                   | Item Description        | Dist Amount    |         |
| 030624          | Invoice                         | 03/06/2024   | 604/11966/CITY OF HEMPSTEAD PERMIT    | 0.00                    | 80,660.00      |         |
| 604 604 581000  |                                 |              | Bldg Purch, Const, or Imp             | 604/11966/CITY OF HEMP  | 80,660.00      |         |
| 12302           | Invoice                         | 02/29/2024   | 125/11679/PROJECT # 23543 /CC 03.20.2 | 0.00                    | 27,670.49      |         |
| 125 600 581620  |                                 |              | Justice Center Modular B              | 125/11679/PROJECT # 235 | 27,670.49      |         |
| APPLICATION # 1 | Invoice                         | 02/29/2024   | 604/11678/BUSINESS NODE/PAY APP# 16   | 0.00                    | 529,151.53     |         |
| 604 604 545507  |                                 |              | Demolition                            | 604/11678/BUSINESS NOD  | 169,250.00     |         |
| 604 604 581000  |                                 |              | Bldg Purch, Const, or Imp             | 604/11678/BUSINESS NOD  | 359,901.53     |         |
| 10545           | SMITH, HERSCHEL                 | 04/03/2024   | Regular                               | 0.00                    | 74.50          | 1145865 |
| Payable #       | Payable Type                    | Payable Date | Payable Description                   | Discount Amount         | Payable Amount |         |
| Account Number  |                                 | Account Name | Project Account Key                   | Item Description        | Dist Amount    |         |
| 031824          | Invoice                         | 03/18/2024   | 125/11812/REIMB FOR OIL CHANGE VIN#   | 0.00                    | 74.50          |         |
| 125 513 568400  |                                 |              | Miscellaneous                         | 125/11812/REIMB FOR OI  | 74.50          |         |
| 14168           | SPRINGHILL SUITES GALVESTON ISL | 04/03/2024   | Regular                               | 0.00                    | 615.25         | 1145866 |
| Payable #       | Payable Type                    | Payable Date | Payable Description                   | Discount Amount         | Payable Amount |         |
| Account Number  |                                 | Account Name | Project Account Key                   | Item Description        | Dist Amount    |         |
| CONF# 88081056  | Invoice                         | 03/18/2024   | 125/11820/CELLBRITE TRAINING/B.FAUSS  | 0.00                    | 615.25         |         |
| 125 516 563000  |                                 |              | Training & Conference Ex              | 125/11820/CELLBRITE TRA | 615.25         |         |
| 18024           | STATE FIREMEN'S AND FIRE MARSH  | 04/03/2024   | Regular                               | 0.00                    | 300.00         | 1145867 |
| Payable #       | Payable Type                    | Payable Date | Payable Description                   | Discount Amount         | Payable Amount |         |
| Account Number  |                                 | Account Name | Project Account Key                   | Item Description        | Dist Amount    |         |
| SFFMA 5289      | Invoice                         | 03/14/2024   | 125/11819/MEMBERSHIP C.WILSON/D.HE    | 0.00                    | 300.00         |         |
| 125 509 562305  |                                 |              | Dues and Subscription                 | 125/11819/MEMBERSHIP    | 300.00         |         |
| T.12617         | STEINHAUSER'S                   | 04/03/2024   | Regular                               | 0.00                    | 170.93         | 1145868 |
| Payable #       | Payable Type                    | Payable Date | Payable Description                   | Discount Amount         | Payable Amount |         |
| Account Number  |                                 | Account Name | Project Account Key                   | Item Description        | Dist Amount    |         |
| 3251216         | Invoice                         | 03/09/2024   | 125/11682/CUST#12211/SO/PO 39952      | 0.00                    | 67.99          |         |
| 125 516 530204  |                                 |              | K9 Dog Supplies                       | 125/11682/CUST#12211/S  | 67.99          |         |
| 3253716         | Invoice                         | 03/12/2024   | 125/11737/CUST#12211/SO/PO 39991      | 0.00                    | 14.95          |         |
| 125 516 545911  |                                 |              | Estray                                | 125/11737/CUST#12211/S  | 14.95          |         |
| 3259416         | Invoice                         | 03/19/2024   | 125/11914/CUST#12211/SO/PO 40066      | 0.00                    | 87.99          |         |
| 125 516 545911  |                                 |              | Estray                                | 125/11914/CUST#12211/S  | 87.99          |         |
| 18149           | STERLING FLAGS                  | 04/03/2024   | Regular                               | 0.00                    | 2,410.00       | 1145869 |
| Payable #       | Payable Type                    | Payable Date | Payable Description                   | Discount Amount         | Payable Amount |         |
| Account Number  |                                 | Account Name | Project Account Key                   | Item Description        | Dist Amount    |         |
| 2024054         | Invoice                         | 03/04/2024   | 125/11370/INV#2024054/BUILD MAINT/    | 0.00                    | 2,410.00       |         |
| 125 442 544700  |                                 |              | Repair & Replacement                  | 125/11370/INV#2024054/  | 2,410.00       |         |
| T.15262         | STEVENSON ENTERPRISES           | 04/03/2024   | Regular                               | 0.00                    | 981.13         | 1145870 |
| Payable #       | Payable Type                    | Payable Date | Payable Description                   | Discount Amount         | Payable Amount |         |
| Account Number  |                                 | Account Name | Project Account Key                   | Item Description        | Dist Amount    |         |
| 12093           | Invoice                         | 01/15/2024   | 125/11261/INV#12093/BUILD MAINT/PO    | 0.00                    | 603.46         |         |
| 125 442 544700  |                                 |              | Repair & Replacement                  | 125/11261/INV#12093/BU  | 603.46         |         |
| 12108           | Invoice                         | 02/24/2024   | 125/11556/INV#12108/BUILD MAINT/PO    | 0.00                    | 377.67         |         |
| 125 442 544700  |                                 |              | Repair & Replacement                  | 125/11556/INV#12108/BU  | 377.67         |         |
| 20768           | STRASKULIC, COLLIN              | 04/03/2024   | Regular                               | 0.00                    | 320.00         | 1145871 |
| Payable #       | Payable Type                    | Payable Date | Payable Description                   | Discount Amount         | Payable Amount |         |
| Account Number  |                                 | Account Name | Project Account Key                   | Item Description        | Dist Amount    |         |
| 031324          | Invoice                         | 03/13/2024   | 125/11805/OVERPAYMENT CAUSE#23-06-    | 0.00                    | 320.00         |         |
| 125 210 112932  |                                 |              | Overpayment D CL                      | 125/11805/OVERPAYMEN    | 320.00         |         |
| 01607           | TAYLOR, KAREN M.                | 04/03/2024   | Regular                               | 0.00                    | 2,200.00       | 1145872 |

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| Vendor Number  | Vendor Name                     | Payment Date              | Payment Type                         | Discount Amount         | Payment Amount | Number  |
|----------------|---------------------------------|---------------------------|--------------------------------------|-------------------------|----------------|---------|
| Payable #      | Payable Type                    | Payable Date              | Payable Description                  | Discount Amount         | Payable Amount |         |
| Account Number |                                 | Account Name              | Project Account Key                  | Item Description        | Dist Amount    |         |
| 031224         | Invoice                         | 03/12/2024                | 125/11688/CAUSE#23-05-27398/CCAL     | 0.00                    | 1,000.00       |         |
| 125-411-545700 |                                 | Foster Care/Ad Litem Atty |                                      | 125/11688/CAUSE#23-05-  | 1,000.00       |         |
| 032024         | Invoice                         | 03/20/2024                | 125/11964/CAUSE#22-09-27132/CCAL AP  | 0.00                    | 1,200.00       |         |
| 125-411-545700 |                                 | Foster Care/Ad Litem Atty |                                      | 125/11964/CAUSE#22-09-  | 1,200.00       |         |
| 15731          | TEXAS A&M AGRILIFE EXTENSION SE | 04/03/2024                | Regular                              | 0.00                    | 125.00         | 1145873 |
| Payable #      | Payable Type                    | Payable Date              | Payable Description                  | Discount Amount         | Payable Amount |         |
| Account Number |                                 | Account Name              | Project Account Key                  | Item Description        | Dist Amount    |         |
| E407757        | Invoice                         | 03/18/2024                | 125/11923/CUST#500000000073/Z.WAR    | 0.00                    | 125.00         |         |
| 125-540-563000 |                                 | Training & Conference Ex  |                                      | 125/11923/CUST#500000   | 125.00         |         |
| 14805          | TEXAS ASSOCIATION OF COUNTIES   | 04/03/2024                | Regular                              | 0.00                    | 150.00         | 1145874 |
| Payable #      | Payable Type                    | Payable Date              | Payable Description                  | Discount Amount         | Payable Amount |         |
| Account Number |                                 | Account Name              | Project Account Key                  | Item Description        | Dist Amount    |         |
| 352893-DUHON   | Invoice                         | 03/19/2024                | 125/11807/REG PROBATE ACADEMY/DUH    | 0.00                    | 150.00         |         |
| 125-440-563000 |                                 | Training & Conference Ex  |                                      | 125/11807/REG PROBATE   | 150.00         |         |
| 16045          | TEXAS ASSOCIATION OF COUNTIES   | 04/03/2024                | Regular                              | 0.00                    | 90.00          | 1145875 |
| Payable #      | Payable Type                    | Payable Date              | Payable Description                  | Discount Amount         | Payable Amount |         |
| Account Number |                                 | Account Name              | Project Account Key                  | Item Description        | Dist Amount    |         |
| 267981         | Invoice                         | 01/01/2024                | 125/11707/JPCA MEM DUES/T.LAGARCE/   | 0.00                    | 45.00          |         |
| 125-419-568400 |                                 | Miscellaneous             |                                      | 125/11707/JPCA MEM DU   | 45.00          |         |
| 267985         | Invoice                         | 01/01/2024                | 125/11706/JPCA MEM DUES/E.TORRES/JP  | 0.00                    | 45.00          |         |
| 125-419-568400 |                                 | Miscellaneous             |                                      | 125/11706/JPCA MEM DU   | 45.00          |         |
| 14805          | TEXAS ASSOCIATION OF COUNTIES   | 04/03/2024                | Regular                              | 0.00                    | 150.00         | 1145876 |
| Payable #      | Payable Type                    | Payable Date              | Payable Description                  | Discount Amount         | Payable Amount |         |
| Account Number |                                 | Account Name              | Project Account Key                  | Item Description        | Dist Amount    |         |
| 352893 DUHON   | Invoice                         | 03/19/2024                | 125/11808/REG JUDICIAL EDUCATION/03. | 0.00                    | 150.00         |         |
| 125-440-563000 |                                 | Training & Conference Ex  |                                      | 125/11808/REG JUDICIAL  | 150.00         |         |
| T.15226        | TEXAS CENTER FOR THE JUDICIARY  | 04/03/2024                | Regular                              | 0.00                    | 85.00          | 1145877 |
| Payable #      | Payable Type                    | Payable Date              | Payable Description                  | Discount Amount         | Payable Amount |         |
| Account Number |                                 | Account Name              | Project Account Key                  | Item Description        | Dist Amount    |         |
| 12971          | Invoice                         | 12/13/2023                | 125/11710/ACCT#25403/MAGISTRATION    | 0.00                    | 85.00          |         |
| 125-430-563000 |                                 | Training & Conference Ex  |                                      | 125/11710/ACCT#25403/   | 85.00          |         |
| T.8080         | TEXAS COMMISSION ON ENVIRONM    | 04/03/2024                | Regular                              | 0.00                    | 880.00         | 1145878 |
| Payable #      | Payable Type                    | Payable Date              | Payable Description                  | Discount Amount         | Payable Amount |         |
| Account Number |                                 | Account Name              | Project Account Key                  | Item Description        | Dist Amount    |         |
| WTR0065102.65  | Invoice                         | 03/31/2024                | 125/11939/ACCT#0620196/FY24 QTR 2    | 0.00                    | 880.00         |         |
| 125-270-112901 |                                 | ENV. - Septic             |                                      | 125/11939/ACCT#062019   | 880.00         |         |
| 01286          | TEXAS DEPARTMENT OF STATE HEA   | 04/03/2024                | Regular                              | 0.00                    | 208.62         | 1145879 |
| Payable #      | Payable Type                    | Payable Date              | Payable Description                  | Discount Amount         | Payable Amount |         |
| Account Number |                                 | Account Name              | Project Account Key                  | Item Description        | Dist Amount    |         |
| 2021554        | Invoice                         | 03/01/2024                | 125/11924/REMOTE BIRTH ACCESS/FEB    | 0.00                    | 208.62         |         |
| 125-210-112994 |                                 | ST/Birth Cert/SR          |                                      | 125/11924/REMOTE BIRT   | 208.62         |         |
| 16427          | THE WALLER COUNTY EXPRESS       | 04/03/2024                | Regular                              | 0.00                    | 636.00         | 1145880 |
| Payable #      | Payable Type                    | Payable Date              | Payable Description                  | Discount Amount         | Payable Amount |         |
| Account Number |                                 | Account Name              | Project Account Key                  | Item Description        | Dist Amount    |         |
| 030624         | Invoice                         | 03/06/2024                | 125/11817/RFQ 240207-26 & 240207-14/ | 0.00                    | 406.00         |         |
| 125-401-544100 |                                 | Bid Notices and Printing  |                                      | 125/11817/RFQ 240207-2  | 406.00         |         |
| 030624-BA      | Invoice                         | 03/06/2024                | 125/11687/NOTICE OF PRIMARY ELECTIO  | 0.00                    | 230.00         |         |
| 125-434-544200 |                                 | Legal Publication         |                                      | 125/11687/NOTICE OF PRI | 230.00         |         |
| HARLO          | THOMSON REUTERS - WEST PAYME    | 04/03/2024                | Regular                              | 0.00                    | 2,187.66       | 1145881 |



## Check Register

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| Vendor Number  | Vendor Name                 | Payment Date              | Payment Type                        | Discount Amount        | Payment Amount | Number  |
|----------------|-----------------------------|---------------------------|-------------------------------------|------------------------|----------------|---------|
| Payable #      | Payable Type                | Payable Date              | Payable Description                 | Discount Amount        | Payable Amount |         |
| Account Number |                             | Account Name              | Project Account Key                 | Item Description       | Dist Amount    |         |
| 843796675      | Invoice                     | 03/01/2024                | 125/11400/ACCT#1000274178/DA/PO 40  | 0.00                   | 1,996.66       |         |
| 125 416 535000 |                             | Books, Etc                |                                     | 125/11400/ACCT#100027  | 1,996.66       |         |
| 843917427      | Invoice                     | 03/15/2024                | 125/11963/ACCT#1000627201/CO CLERK  | 0.00                   | 191.00         |         |
| 125 403 530200 |                             | Supplies and Stationary   |                                     | 125/11963/ACCT#100062  | 191.00         |         |
| 14134          | TIEMANN, BRANDEE            | 04/03/2024                | Regular                             | 0.00                   | 160.00         | 1145882 |
| Payable #      | Payable Type                | Payable Date              | Payable Description                 | Discount Amount        | Payable Amount |         |
| Account Number |                             | Account Name              | Project Account Key                 | Item Description       | Dist Amount    |         |
| 030824         | Invoice                     | 03/08/2024                | 125/11743/TOWA CONF REIMB/03.04 TO  | 0.00                   | 160.00         |         |
| 125 443 563000 |                             | Training & Conference Ex  |                                     | 125/11743/TOWA CONF R  | 160.00         |         |
| 18352          | TRINITY SERVICES GROUP INC. | 04/03/2024                | Regular                             | 0.00                   | 4,949.63       | 1145883 |
| Payable #      | Payable Type                | Payable Date              | Payable Description                 | Discount Amount        | Payable Amount |         |
| Account Number |                             | Account Name              | Project Account Key                 | Item Description       | Dist Amount    |         |
| 3033500203     | Invoice                     | 03/15/2024                | 125/11874/CUST#F303350000/INMATE    | 0.00                   | 4,638.85       |         |
| 125 505 563800 |                             | Groceries                 |                                     | 125/11874/CUST#F303350 | 4,638.85       |         |
| 3033500204     | Invoice                     | 03/15/2024                | 125/11876/CUST#F303350000/SO/PO 40  | 0.00                   | 310.78         |         |
| 125 505 563800 |                             | Groceries                 |                                     | 125/11876/CUST#F303350 | 310.78         |         |
| 08030          | TURNER PIERCE & FULTZ, INC. | 04/03/2024                | Regular                             | 0.00                   | 84.00          | 1145884 |
| Payable #      | Payable Type                | Payable Date              | Payable Description                 | Discount Amount        | Payable Amount |         |
| Account Number |                             | Account Name              | Project Account Key                 | Item Description       | Dist Amount    |         |
| 504664         | Invoice                     | 02/27/2024                | 110/11766/CUST#13760/R&B/PO 39974   | 0.00                   | 84.00          |         |
| 110 530 568455 |                             | Fleet Operations          |                                     | 110/11766/CUST#13760/R | 84.00          |         |
| T.7358         | ULINE SHIPPING SUPPLY       | 04/03/2024                | Regular                             | 0.00                   | 1,664.92       | 1145885 |
| Payable #      | Payable Type                | Payable Date              | Payable Description                 | Discount Amount        | Payable Amount |         |
| Account Number |                             | Account Name              | Project Account Key                 | Item Description       | Dist Amount    |         |
| 174217535      | Invoice                     | 02/21/2024                | 125/11689/CUST#6264057/EA/PO 39958  | 0.00                   | 1,076.25       |         |
| 125 434 532000 |                             | Election Expense - County |                                     | 125/11689/CUST#626405  | 1,076.25       |         |
| 175236365      | Invoice                     | 03/05/2024                | 125/11735/CUST#5647125/SO JAIL/PO 3 | 0.00                   | 588.67         |         |
| 125 505 564300 |                             | Disinfectant and Soap     |                                     | 125/11735/CUST#564712  | 588.67         |         |
| 12606          | VERIZON                     | 04/03/2024                | Regular                             | 0.00                   | 994.47         | 1145886 |
| Payable #      | Payable Type                | Payable Date              | Payable Description                 | Discount Amount        | Payable Amount |         |
| Account Number |                             | Account Name              | Project Account Key                 | Item Description       | Dist Amount    |         |
| 9957973210     | Invoice                     | 03/01/2024                | 110/11815/ACCT#221650167-00001/R&B  | 0.00                   | 994.47         |         |
| 110 524 544900 |                             | Service Contracts/Repairs |                                     | 110/11815/ACCT#221650  | 994.47         |         |
| 12588          | VERIZON                     | 04/03/2024                | Regular                             | 0.00                   | 37.99          | 1145887 |
| Payable #      | Payable Type                | Payable Date              | Payable Description                 | Discount Amount        | Payable Amount |         |
| Account Number |                             | Account Name              | Project Account Key                 | Item Description       | Dist Amount    |         |
| 9957441177     | Invoice                     | 02/23/2024                | 125/11350/ACCT#642011445-00001/JP#4 | 0.00                   | 37.99          |         |
| 125 434 581817 |                             | Technology Enhancement    |                                     | 125/11350/ACCT#642011  | 37.99          |         |
| 12608          | VERIZON                     | 04/03/2024                | Regular                             | 0.00                   | 648.12         | 1145888 |
| Payable #      | Payable Type                | Payable Date              | Payable Description                 | Discount Amount        | Payable Amount |         |
| Account Number |                             | Account Name              | Project Account Key                 | Item Description       | Dist Amount    |         |
| 9958064457 COU | Invoice                     | 03/01/2024                | 125/11691/ACCT#721942531-00001/COU  | 0.00                   | 78.21          |         |
| 125 411 542505 |                             | County Cell Phone         |                                     | 125/11691/ACCT#721942  | 78.21          |         |
| 9958064457 EA  | Invoice                     | 03/01/2024                | 125/11691/ACCT#72192531-00001/EA/P  | 0.00                   | 569.91         |         |
| 125 434 581816 |                             | Air Card/Wireless         |                                     | 125/11691/ACCT#721925  | 569.91         |         |
| 19448          | VERIZON                     | 04/03/2024                | Regular                             | 0.00                   | 299.00         | 1145889 |

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| Vendor Number         | Vendor Name                   | Payment Date         | Payment Type                        | Discount Amount         | Payment Amount | Number   |
|-----------------------|-------------------------------|----------------------|-------------------------------------|-------------------------|----------------|----------|
| Payable #             | Payable Type                  | Payable Date         | Payable Description                 | Discount Amount         | Payable Amount |          |
| Account Number        |                               | Account Name         | Project Account Key                 | Item Description        | Dist Amount    |          |
| <u>9953367910</u>     | Invoice                       | 03/10/2024           | 125/11961/ACCT#842540596            | 00001/CC T              | 0.00           | 299.00   |
| <u>125 411 542502</u> |                               | Internet Service     |                                     | 125/11961/ACCT#842540   |                | 299.00   |
| 17789                 | VICTORY SUPPLY, LLC           | 04/03/2024           | Regular                             | 0.00                    | 511.20         | 1145890  |
| Payable #             | Payable Type                  | Payable Date         | Payable Description                 | Discount Amount         | Payable Amount |          |
| Account Number        |                               | Account Name         | Project Account Key                 | Item Description        | Dist Amount    |          |
| <u>INV95056</u>       | Invoice                       | 03/08/2024           | 125/11681/CUST#1008                 | WALLER COUNTY           | 0.00           | 511.20   |
| <u>125 505 568400</u> |                               | Miscellaneous        |                                     | 125/11681/CUST#1008 W   |                | 511.20   |
| 02257                 | VOSS LIGHTING                 | 04/03/2024           | Regular                             | 0.00                    | 326.00         | 1145891  |
| Payable #             | Payable Type                  | Payable Date         | Payable Description                 | Discount Amount         | Payable Amount |          |
| Account Number        |                               | Account Name         | Project Account Key                 | Item Description        | Dist Amount    |          |
| <u>44149993 00</u>    | Invoice                       | 02/28/2024           | 125/11478/CUST#1020246              | BUILD MAINT             | 0.00           | 326.00   |
| <u>125 442 530100</u> |                               | Supplies             |                                     | 125/11478/CUST#102024   |                | 326.00   |
| 18831                 | WALKER ENGINEERING, INC.      | 04/03/2024           | Regular                             | 0.00                    | 600.00         | 1145892  |
| Payable #             | Payable Type                  | Payable Date         | Payable Description                 | Discount Amount         | Payable Amount |          |
| Account Number        |                               | Account Name         | Project Account Key                 | Item Description        | Dist Amount    |          |
| <u>41344 1</u>        | Invoice                       | 02/28/2024           | 125/11404/CUST#104074               | BUILD MAINT/            | 0.00           | 600.00   |
| <u>125 442 544700</u> |                               | Repair & Replacement |                                     | 125/11404/CUST#104074/  |                | 600.00   |
| T.9133                | WALLER COUNTY ASPHALT, INC.   | 04/03/2024           | Regular                             | 0.00                    | 12,493.95      | 1145893  |
| Payable #             | Payable Type                  | Payable Date         | Payable Description                 | Discount Amount         | Payable Amount |          |
| Account Number        |                               | Account Name         | Project Account Key                 | Item Description        | Dist Amount    |          |
| <u>26887</u>          | Invoice                       | 03/12/2024           | 110/11753/INV#26887/R&B/PO 39979    |                         | 0.00           | 9,372.30 |
| <u>110 530 587505</u> |                               | Road Materials       |                                     | 110/11753/INV#26887/R&  |                | 9,372.30 |
| <u>26904</u>          | Invoice                       | 03/13/2024           | 110/11896/INV#26904/R&B/PO 40005    |                         | 0.00           | 3,121.65 |
| <u>110 530 587505</u> |                               | Road Materials       |                                     | 110/11896/INV#26904/R&  |                | 3,121.65 |
| T.10401               | WALLER COUNTY PAINT & BODY SH | 04/03/2024           | Regular                             | 0.00                    | 636.66         | 1145894  |
| Payable #             | Payable Type                  | Payable Date         | Payable Description                 | Discount Amount         | Payable Amount |          |
| Account Number        |                               | Account Name         | Project Account Key                 | Item Description        | Dist Amount    |          |
| <u>021224</u>         | Invoice                       | 02/12/2024           | 125/11714/TOWING UNIT 318/LAW ENF/  |                         | 0.00           | 65.00    |
| <u>125 518 536400</u> |                               | Parts and Repairs    |                                     | 125/11714/TOWING UNIT   |                | 65.00    |
| <u>022824</u>         | Invoice                       | 02/28/2024           | 125/11713/TOWING VIN#7871 PCT 3/LA  |                         | 0.00           | 85.00    |
| <u>125 518 536400</u> |                               | Parts and Repairs    |                                     | 125/11713/TOWING VIN#   |                | 85.00    |
| <u>031424</u>         | Invoice                       | 03/14/2020           | 125/11973/TOWING VIN#15433/LAW EN   |                         | 0.00           | 135.00   |
| <u>125 518 536400</u> |                               | Parts and Repairs    |                                     | 125/11973/TOWING VIN#   |                | 135.00   |
| <u>251 24</u>         | Invoice                       | 02/12/2024           | 125/11700/REPAIRS UNIT#108/LAW ENF/ |                         | 0.00           | 316.66   |
| <u>125 518 536400</u> |                               | Parts and Repairs    |                                     | 125/11700/REPAIRS UNIT# |                | 316.66   |
| <u>48913</u>          | Invoice                       | 03/06/2024           | 110/11754/INSPECTION UNIT#RB0105/R  |                         | 0.00           | 7.00     |
| <u>110 530 568455</u> |                               | Fleet Operations     |                                     | 110/11754/INSPECTION U  |                | 7.00     |
| <u>48914</u>          | Invoice                       | 03/06/2024           | 110/11755/INSPECTION UNIT#723/R&B/  |                         | 0.00           | 7.00     |
| <u>110 530 568455</u> |                               | Fleet Operations     |                                     | 110/11755/INSPECTION U  |                | 7.00     |
| <u>48923</u>          | Invoice                       | 03/07/2024           | 125/11893/INSPECTION UNIT#204/LAW E |                         | 0.00           | 7.00     |
| <u>125 518 536400</u> |                               | Parts and Repairs    |                                     | 125/11893/INSPECTION U  |                | 7.00     |
| <u>48960</u>          | Invoice                       | 03/12/2024           | 125/11894/INSPECTION UNIT#143/LAW E |                         | 0.00           | 7.00     |
| <u>125 518 536400</u> |                               | Parts and Repairs    |                                     | 125/11894/INSPECTION U  |                | 7.00     |
| <u>48965</u>          | Invoice                       | 03/12/2024           | 125/11895/INSPECTION UNIT#142/LAW E |                         | 0.00           | 7.00     |
| <u>125 518 536400</u> |                               | Parts and Repairs    |                                     | 125/11895/INSPECTION U  |                | 7.00     |
| 311                   | WALLER COUNTY TAX OFFICE      | 04/03/2024           | Regular                             | 0.00                    | 15.00          | 1145895  |

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| Vendor Number         | Vendor Name                 | Payment Date              | Payment Type                        | Discount Amount       | Payment Amount | Number  |
|-----------------------|-----------------------------|---------------------------|-------------------------------------|-----------------------|----------------|---------|
| Payable #             | Payable Type                | Payable Date              | Payable Description                 | Discount Amount       | Payable Amount |         |
| Account Number        |                             | Account Name              | Project Account Key                 | Item Description      | Dist Amount    |         |
| <u>031324</u>         | Invoice                     | 03/13/2024                | 125/11717/REG RENEWAL UNIT# 204 & 2 | 0.00                  | 15.00          |         |
| <u>125 518 536400</u> |                             | Parts and Repairs         |                                     | 125/11717/REG RENEWAL | 15.00          |         |
| 311                   | WALLER COUNTY TAX OFFICE    | 04/03/2024                | Regular                             | 0.00                  | 22.50          | 1145896 |
| Payable #             | Payable Type                | Payable Date              | Payable Description                 | Discount Amount       | Payable Amount |         |
| Account Number        |                             | Account Name              | Project Account Key                 | Item Description      | Dist Amount    |         |
| <u>032124</u>         | Invoice                     | 03/21/2024                | 125/11962/REG RENEWAL UNIT3280,314, | 0.00                  | 22.50          |         |
| <u>125 518 536400</u> |                             | Parts and Repairs         |                                     | 125/11962/REG RENEWAL | 22.50          |         |
| 14939                 | WELLS FARGO VENDOR FIN SERV | 04/03/2024                | Regular                             | 0.00                  | 352.86         | 1145897 |
| Payable #             | Payable Type                | Payable Date              | Payable Description                 | Discount Amount       | Payable Amount |         |
| Account Number        |                             | Account Name              | Project Account Key                 | Item Description      | Dist Amount    |         |
| <u>5028733065</u>     | Invoice                     | 02/17/2024                | 125/11486/CUST#3008616037/CSCD/PO   | 0.00                  | 352.86         |         |
| <u>125 519 581813</u> |                             | Copier/Printer            |                                     | 125/11486/CUST#300861 | 352.86         |         |
| 17711                 | WHITTMORE, SEAN             | 04/03/2024                | Regular                             | 0.00                  | 216.49         | 1145898 |
| Payable #             | Payable Type                | Payable Date              | Payable Description                 | Discount Amount       | Payable Amount |         |
| Account Number        |                             | Account Name              | Project Account Key                 | Item Description      | Dist Amount    |         |
| <u>031824</u>         | Invoice                     | 03/18/2024                | 125/11809/REIMBURSEMENT TV FOR CA   | 0.00                  | 216.49         |         |
| <u>125 416 581800</u> |                             | Furniture & Equipment     |                                     | 125/11809/REIMBURSEM  | 216.49         |         |
| 20581                 | WILLIAMS SCOTSMAN, INC      | 04/03/2024                | Regular                             | 0.00                  | 3,914.20       | 1145899 |
| Payable #             | Payable Type                | Payable Date              | Payable Description                 | Discount Amount       | Payable Amount |         |
| Account Number        |                             | Account Name              | Project Account Key                 | Item Description      | Dist Amount    |         |
| <u>9020433875</u>     | Invoice                     | 03/13/2024                | 604/11949/CUST#10548567/DA/03.13 T  | 0.00                  | 3,914.20       |         |
| <u>604 604 581813</u> |                             | Swing Space               |                                     | 604/11949/CUST#105485 | 3,914.20       |         |
| 08900                 | XEROX CORPORATION           | 04/03/2024                | Regular                             | 0.00                  | 3,842.58       | 1145900 |
| Payable #             | Payable Type                | Payable Date              | Payable Description                 | Discount Amount       | Payable Amount |         |
| Account Number        |                             | Account Name              | Project Account Key                 | Item Description      | Dist Amount    |         |
| <u>020828844</u>      | Invoice                     | 03/01/2024                | 125/11586/CUST#715343448/IP#3/PO 40 | 0.00                  | 276.14         |         |
| <u>125 420 581813</u> |                             | Copier/Printer            |                                     | 125/11586/CUST#715343 | 276.14         |         |
| <u>020828845</u>      | Invoice                     | 03/01/2024                | 125/11863/CUST#719281826/COMM/PO    | 0.00                  | 220.14         |         |
| <u>125 401 581813</u> |                             | Copier/Printer            |                                     | 125/11863/CUST#719281 | 220.14         |         |
| <u>020828848</u>      | Invoice                     | 03/01/2024                | 125/11686/CUST#724518774/EA/PO 399  | 0.00                  | 697.67         |         |
| <u>125 434 581813</u> |                             | Copier/Printer            |                                     | 125/11686/CUST#724518 | 697.67         |         |
| <u>020828849</u>      | Invoice                     | 03/01/2024                | 125/11860/CUST#724586276/AUDITOR/P  | 0.00                  | 189.95         |         |
| <u>125 435 581813</u> |                             | Copier/Printer            |                                     | 125/11860/CUST#724586 | 189.95         |         |
| <u>020828850</u>      | Invoice                     | 03/01/2024                | 125/11862/CUST#724590047/CO CLERK/  | 0.00                  | 148.25         |         |
| <u>125 403 581813</u> |                             | Copier/Printer            |                                     | 125/11862/CUST#724590 | 148.25         |         |
| <u>020828851</u>      | Invoice                     | 03/01/2024                | 125/11868/CUST#725635395/DIST CLERK | 0.00                  | 227.69         |         |
| <u>125 417 581813</u> |                             | Copier/Printer            |                                     | 125/11868/CUST#725635 | 227.69         |         |
| <u>020828858</u>      | Invoice                     | 03/01/2024                | 125/11747/CUST#725759807/ENVIRONM   | 0.00                  | 178.74         |         |
| <u>125 443 544900</u> |                             | Service Contracts/Repairs |                                     | 125/11747/CUST#725759 | 178.74         |         |
| <u>020828859</u>      | Invoice                     | 03/01/2024                | 125/11867/CUST#725842496/DIST CLERK | 0.00                  | 250.05         |         |
| <u>125 417 581813</u> |                             | Copier/Printer            |                                     | 125/11867/CUST#725842 | 250.05         |         |
| <u>020828860</u>      | Invoice                     | 03/01/2024                | 125/11859/CUST#725924823/ANNEX CO   | 0.00                  | 175.43         |         |
| <u>125 403 581813</u> |                             | Copier/Printer            |                                     | 125/11859/CUST#725924 | 175.43         |         |
| <u>020828861</u>      | Invoice                     | 03/01/2024                | 125/11866/CUST#725949234/CO CLERK/  | 0.00                  | 159.61         |         |
| <u>125 403 581813</u> |                             | Copier/Printer            |                                     | 125/11866/CUST#725949 | 159.61         |         |
| <u>020828862</u>      | Invoice                     | 03/01/2024                | 125/11861/CUST#726027444/S06TH/PO   | 0.00                  | 270.64         |         |
| <u>125 408 581813</u> |                             | Copier/Printer            |                                     | 125/11861/CUST#726027 | 270.64         |         |
| <u>020828863</u>      | Invoice                     | 03/01/2024                | 125/11684/CUST#726565070/SO/PO 392  | 0.00                  | 249.46         |         |
| <u>125 516 581813</u> |                             | Copier/Printer            |                                     | 125/11684/CUST#726565 | 249.46         |         |
| <u>020828864</u>      | Invoice                     | 03/01/2024                | 125/11858/CUST#726755689/SO JAIL/PO | 0.00                  | 224.36         |         |

## Check Register

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| Vendor Number         | Vendor Name  | Payment Date         | Payment Type                        | Discount Amount       | Payment Amount | Number  |
|-----------------------|--------------|----------------------|-------------------------------------|-----------------------|----------------|---------|
| <u>125 505 581813</u> |              | Copier/Printer       | 125/11858/CUST#726755               |                       | 224.36         |         |
| <u>020828865</u>      | Invoice      | 03/01/2024           | 125/11857/CUST#726755697/SO JAIL/PO | 0.00                  | 364.73         |         |
| <u>125 505 581813</u> |              | Copier/Printer       | 125/11857/CUST#726755               |                       | 364.73         |         |
| <u>020828866</u>      | Invoice      | 03/01/2024           | 125/11865/CUST#726797574/CCAL#2/PO  | 0.00                  | 209.72         |         |
| <u>125 430 581813</u> |              | Copier/Printer       | 125/11865/CUST#726797               |                       | 209.72         |         |
| 10402                 | ZAVALA, IRMA | 04/03/2024           | Regular                             | 0.00                  | 545.00         | 1145901 |
| Payable #             | Payable Type | Payable Date         | Payable Description                 | Discount Amount       | Payable Amount |         |
| Account Number        |              | Account Name         | Project Account Key                 | Item Description      | Dist Amount    |         |
| <u>24 0303</u>        | Invoice      | 03/10/2024           | 125/11840/INTERPRETER VARIOUS CAUS  | 0.00                  | 545.00         |         |
| <u>125 422 566505</u> |              | Interpreter Services |                                     | 125/11840/INTERPRETER | 545.00         |         |

## Bank Code APBNK Summary

| Payment Type   | Payable Count | Payment Count | Discount    | Payment             |
|----------------|---------------|---------------|-------------|---------------------|
| Regular Checks | 320           | 153           | 0.00        | 1,012,994.34        |
| Manual Checks  | 0             | 0             | 0.00        | 0.00                |
| Voided Checks  | 0             | 1             | 0.00        | 0.00                |
| Bank Drafts    | 0             | 0             | 0.00        | 0.00                |
| EFT's          | 0             | 0             | 0.00        | 0.00                |
|                | <b>320</b>    | <b>154</b>    | <b>0.00</b> | <b>1,012,994.34</b> |

Fund Summary

| Fund | Name        | Period | Amount       |
|------|-------------|--------|--------------|
| 998  | POOLED CASH | 4/2024 | 1,012,994.34 |
|      |             |        | 1,012,994.34 |



Waller County, TX

Check Register

Item 4.

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By Check Number

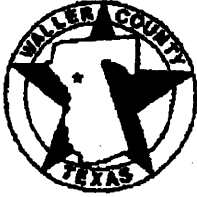
| Vendor Number          | Vendor Name       | Payment Date            | Payment Type                       | Discount Amount        | Payment Amount | Number  |
|------------------------|-------------------|-------------------------|------------------------------------|------------------------|----------------|---------|
| Bank Code: APBNK-APBNK |                   |                         |                                    |                        |                |         |
| 17969                  | CAPITAL ONE, N.A. | 04/03/2024              | Regular                            | 0.00                   | 1,705.92       | 1145902 |
| Payable #              | Payable Type      | Payable Date            | Payable Description                | Discount Amount        | Payable Amount |         |
| Account Number         |                   | Account Name            | Project Account Key                | Item Description       | Dist Amount    |         |
| 03199                  | Invoice           | 01/29/2024              | 125/11312/ACCT#621483/JUV PROB/PO  | 0.00                   | 83.76          |         |
| 125-507-563800         |                   | Groceries               |                                    | 125/11312/ACCT#621483/ | 83.76          |         |
| 03655                  | Invoice           | 02/06/2024              | 125/11312/ACCT#621483/LIB/PO 39372 | 0.00                   | 203.53         |         |
| 125-537-544100         |                   | Programming             |                                    | 125/11312/ACCT#621483/ | 203.53         |         |
| 03658                  | Invoice           | 02/06/2024              | 125/11312/ACCT#621483/LIB/PO 39371 | 0.00                   | 21.00          |         |
| 125-537-530200         |                   | Supplies and Stationary |                                    | 125/11312/ACCT#621483/ | 21.00          |         |
| 05214                  | Invoice           | 01/30/2024              | 125/11312/ACCT#621483/LIB/PO 40269 | 0.00                   | 127.64         |         |
| 125-537-544100         |                   | Programming             |                                    | 125/11312/ACCT#621483/ | 127.64         |         |
| 05215                  | Invoice           | 01/30/2024              | 125/11312/ACCT#621483/LIB/PO 39266 | 0.00                   | 230.57         |         |
| 125-537-544100         |                   | Programming             |                                    | 125/11312/ACCT#621483/ | 230.57         |         |
| 05217                  | Invoice           | 01/30/2024              | 125/11312/ACCT#621483/LIB/PO 39267 | 0.00                   | 190.46         |         |
| 125-537-530200         |                   | Supplies and Stationary |                                    | 125/11312/ACCT#621483/ | 190.46         |         |
| 05218                  | Invoice           | 01/30/2024              | 125/11312/ACCT#621483/LIB/PO 39268 | 0.00                   | 502.08         |         |
| 125-537-535000         |                   | Books, Etc              |                                    | 125/11312/ACCT#621483/ | 502.08         |         |
| 06278                  | Invoice           | 01/26/2024              | 125/11312/ACCT#621483/EXT/PO 40282 | 0.00                   | 76.84          |         |
| 125-540-530200         |                   | Supplies and Stationary |                                    | 125/11312/ACCT#621483/ | 76.84          |         |
| 08255                  | Invoice           | 02/05/2024              | 125/11312/ACCT#621483/COMM/PO 393  | 0.00                   | 40.20          |         |
| 125-401-560800         |                   | Equipment & Supplies    |                                    | 125/11312/ACCT#621483/ | 40.20          |         |
| 08621                  | Invoice           | 01/30/2024              | 125/11312/ACCT#621483/DPS/PO 39254 | 0.00                   | 229.84         |         |
| 125-521-530100         |                   | Supplies                |                                    | 125/11312/ACCT#621483/ | 229.84         |         |
| 12617                  | VERIZON           | 04/03/2024              | Regular                            | 0.00                   | 400.10         | 1145903 |
| Payable #              | Payable Type      | Payable Date            | Payable Description                | Discount Amount        | Payable Amount |         |
| Account Number         |                   | Account Name            | Project Account Key                | Item Description       | Dist Amount    |         |
| 9956215524             | Invoice           | 02/09/2024              | 125/11024/ACCT#321907708-00001/CON | 0.00                   | 199.99         |         |
| 125-512-581816         |                   | Air Card/Wireless       |                                    | 125/11024/ACCT#321907  | 199.99         |         |
| 9958682241             | Invoice           | 03/09/2024              | 125/11814/ACCT#321907708-00001/CON | 0.00                   | 200.11         |         |
| 125-512-581816         |                   | Air Card/Wireless       |                                    | 125/11814/ACCT#321907  | 200.11         |         |

Bank Code APBNK Summary

| Payment Type   | Payable Count | Payment Count | Discount | Payment  |
|----------------|---------------|---------------|----------|----------|
| Regular Checks | 12            | 2             | 0.00     | 2,106.02 |
| Manual Checks  | 0             | 0             | 0.00     | 0.00     |
| Voided Checks  | 0             | 0             | 0.00     | 0.00     |
| Bank Drafts    | 0             | 0             | 0.00     | 0.00     |
| EFT's          | 0             | 0             | 0.00     | 0.00     |
|                | 12            | 2             | 0.00     | 2,106.02 |

Fund Summary

| Fund | Name        | Period | Amount          |
|------|-------------|--------|-----------------|
| 998  | POOLED CASH | 4/2024 | 2,106.02        |
|      |             |        | <u>2,106.02</u> |



# WALLER COUNTY TAX OFFICE

## WALLER COUNTY, TEXAS

**ELLEN C. SHELBURNE**  
Tax Assessor-Collector

(979) 826-7620  
(979) 826-7619 Fax

730 9<sup>th</sup> Street  
Hempstead, Texas 77445

March 4, 2024

Honorable Judge Trey Duhon  
And  
Honorable Commissioners' Court  
Waller County  
Hempstead, TX 77445

### Commissioners:

In accordance with Article 31.11 State Property Tax Code when refunds exceed \$500.00, Commissioners' Court has to approve the refund out of the current tax receipts. The following is a list of refunds that need your approval.

| Account# | Owner                   | explanation     | refund amount |
|----------|-------------------------|-----------------|---------------|
| P302038  | BUC-EE'S LTD            | Agreed Judgment | \$2,633.67    |
| R15812   | C L Thomas Holdings LLC | Agreed Judgment | \$1,194.58    |
| R160482  | Wyche Denise            | OA              | \$1,408.84    |
| R21142   | Sanchez Paola Vega      | HS              | \$ 642.63     |
| R21498   | Lehne Andrew John       | HS              | \$ 707.87     |
| R22127   | Feiertag Robert         | HS              | \$1,119.38    |
| R222084  | Glenn Dylan Patrick     | HS              | \$2,486.76    |
| R225735  | Rivera Jose L           | Delete          | \$ 504.81     |
| R327361  | BUC-EE'S LTD            | Value           | \$4,043.58    |
| R338236  | Kucko Mallory Lynn      | HS              | \$ 509.90     |
| R338700  | Sara Katy 10 LLC        | Value           | \$8,630.54    |
| R345245  | Morino Cynthia June     | HS OA           | \$ 948.92     |
| R351275  | Guillet Ivonnie Agrait  | HS              | \$1,151.18    |
| R378890  | Moore David Adrian      | HS DV3          | \$1,039.84    |
| R387455  | Malone Anhlee Nguyen    | HS              | \$ 683.39     |
| R388328  | Snim Property LLC       | Value           | \$12,282.33   |
| R45846   | Reynolds Todd Alan      | HS              | \$ 622.77     |
| R6186    | Anderson Danny R        | HS              | \$1,194.61    |

Sincerely,





Ellen C. Shelburne  
Waller County  
Tax Assessor Collector

2022 #19

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# WALLER COUNTY TAX OFFICE

WALLER COUNTY, TEXAS

ELLEN C. SHELburnE  
Tax Assessor-Collector

(979) 826-7620  
(979) 826-7619 Fax

730 9<sup>th</sup> Street  
Hempstead, Texas 77445

March 4, 2024

Honorable Judge Trey Duhon  
And  
Honorable Commissioners' Court  
Waller County  
Hempstead, TX 77445

Commissioners:

In accordance with Article 31.11 State Property Tax Code when refunds exceed \$500.00, Commissioners' Court has to approve the refund out of the current tax receipts. The following is a list of refunds that need your approval.

| Account# | Owner                        | explanation | refund amount |
|----------|------------------------------|-------------|---------------|
| P302038  | BUC-EE'S LTD                 | Value       | \$ 2,859.44   |
| R10121   | C L Thomas Holdings LLC      | Value       | \$ 576.69     |
| R162549  | Costco Wholesale Corporation | AG          | \$24,613.95   |
| R21498   | Lehne Andrew John            | HS          | \$ 565.29     |
| R22127   | Feiertag Robert              | HS          | \$ 834.22     |
| R345245  | Morino Cynthia June          | HS OA       | \$ 642.57     |
| R351275  | Guillet Ivonne               | HS          | \$ 615.73     |
| R6186    | Anderson Danny R             | HS          | \$ 1,008.88   |

Sincerely,

A handwritten signature in black ink, appearing to read "Ellen".

Ellen C. Shelburne  
Waller County  
Tax Assessor Collector

2021 #32



# WALLER COUNTY TAX OFFICE

## WALLER COUNTY, TEXAS

ELLEN C. SHELBURNE  
Tax Assessor-Collector

(979) 826-7620  
(979) 826-7619 Fax

730 9<sup>th</sup> Street  
Hempstead, Texas 77445

March 4, 2024

Honorable Judge Trey Duhon  
And  
Honorable Commissioners' Court  
Waller County  
Hempstead, TX 77445

Commissioners:

In accordance with Article 31.11 State Property Tax Code when refunds exceed \$500.00, Commissioners' Court has to approve the refund out of the current tax receipts. The following is a list of refunds that need your approval.

| Account# | Owner                   | explanation | refund amount |
|----------|-------------------------|-------------|---------------|
| P302038  | BUC-EE'S LTD            | Value       | \$ 3,224.41   |
| R10121   | C L Thomas Holdings LLC | Value       | \$ 587.51     |

Sincerely,

A handwritten signature in black ink, appearing to read "Ellen C. Shelburne".

Ellen C. Shelburne  
Waller County  
Tax Assessor Collector

2020 #42



# WALLER COUNTY TAX OFFICE

## WALLER COUNTY, TEXAS

ELLEN C. SHELBURNE  
Tax Assessor-Collector

(979) 826-7620  
(979) 826-7619 Fax

730 9<sup>th</sup> Street  
Hempstead, Texas 77445

March 7, 2024

Honorable Judge Trey Duhon  
And  
Honorable Commissioners' Court  
Waller County  
Hempstead, TX 77445

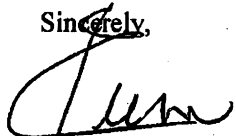
### Commissioners:

In accordance with Article 31.11 State Property Tax Code when refunds exceed \$500.00, Commissioners' Court has to approve the refund out of the current tax receipts. The following is a list of refunds that need your approval.

| Account# | Owner                  | explanation | refund amount |
|----------|------------------------|-------------|---------------|
| P214084  | DCP Guadalupe Pipeline | Value       | \$ 590.72     |
| R152283  | Collins Silas T        | HS OA       | \$ 1,929.90   |
| R15550   | Morello Stephen        | HS          | \$ 979.54     |
| R162494  | Walker Daniel          | HS OA       | \$ 640.52     |
| R170161  | Wiemken Sarah          | HS          | \$ 682.19     |
| R176549  | Stiles George P        | S/O         | \$ 3,931.50   |
| R183365  | Barbosa Aurora         | HS          | \$ 863.65     |
| R19049   | Troyer Joel            | Value       | \$ 853.99     |
| R20291   | Fraga Maegan           | HS OA       | \$ 677.25     |
| R203261  | Leal Enrique Gonzalez  | Value       | \$ 4,984.62   |
| R20588   | Panameno Monica        | HS          | \$ 1,825.38   |
| R20990   | Brown Roderick         | HS          | \$ 797.74     |
| R212152  | Blanco Oscar           | HS          | \$ 1,435.49   |
| R21383   | Fuentes Raymond        | HS OA       | \$ 1,126.01   |
| R233027  | Sexton Cristina        | HS          | \$ 1,200.43   |
| R241377  | Rodriguez Jesus M      | HS          | \$ 2,624.65   |
| R24218   | Conejo Hermilo Jr      | HS          | \$ 587.02     |
| R24611   | O'Malley Bob           | Value       | \$ 1,414.97   |
| R322588  | Pellegrino Wendy       | DVHS        | \$ 867.90     |
| R338516  | Lambright Lori         | HS          | \$ 753.38     |
| R338919  | Rodriguez Manuel Jr    | DVHS        | \$ 972.56     |
| R357179  | Ngoc Quynhaanh Ha      | HS DP       | \$ 1,046.86   |

|         |                              |        |             |
|---------|------------------------------|--------|-------------|
| R357449 | Bryant James Lee Jr          | DV3 HS | \$ 613.15   |
| R388220 | Flick Adam                   | DV HS  | \$ 2,367.41 |
| R391149 | Brookshire Land Holding LLC  |        | \$ 4,030.58 |
| R397738 | Just Horse'n Around Ranch LP | Value  | \$ 2,124.79 |
| R398009 | Romero Matthew Raymond       | HS     | \$ 1,829.00 |
| R400154 | L7 Properties LTD            | 25.25  | \$ 604.68   |

Sincerely,



Ellen C. Shelburne  
Waller County  
Tax Assessor Collector

2023 #9

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# WALLER COUNTY TAX OFFICE

WALLER COUNTY, TEXAS

ELLEN C. SHELBURNE  
Tax Assessor-Collector

(979) 826-7620  
(979) 826-7619 Fax

730 9<sup>th</sup> Street  
Hempstead, Texas 77445

March 7, 2024

Honorable Judge Trey Duhon  
And  
Honorable Commissioners' Court  
Waller County  
Hempstead, TX 77445

Commissioners:

In accordance with Article 31.11 State Property Tax Code when refunds exceed \$500.00, Commissioners' Court has to approve the refund out of the current tax receipts. The following is a list of refunds that need your approval.

| Account# | Owner                    | explanation | refund amount |
|----------|--------------------------|-------------|---------------|
| P214084  | DCP Guadalupe Pipeline   | Value       | \$ 591.40     |
| R20291   | Fraga Maegan             | HS OA       | \$ 668.30     |
| R212152  | Blanco Oscar             | HS          | \$ 938.48     |
| R327190  | Geosouthern Intermediate | Value       | \$ 4,448.31   |
| R357179  | Ngoc Quynhaanh Ha        | HS DP       | \$ 835.14     |
| R371783  | Wang Globalnet           | Value       | \$20,863.12   |

Sincerely,

A handwritten signature in cursive script, appearing to read "Ellen".

Ellen C. Shelburne  
Waller County  
Tax Assessor Collector

2022 #20



# WALLER COUNTY TAX OFFICE

## WALLER COUNTY, TEXAS

ELLEN C. SHELBURNE  
Tax Assessor-Collector

(979) 826-7620  
(979) 826-7619 Fax

730 9<sup>th</sup> Street  
Hempstead, Texas 77445

March 7, 2024

Honorable Judge Trey Duhon  
And  
Honorable Commissioners' Court  
Waller County  
Hempstead, TX 77445

Commissioners:

In accordance with Article 31.11 State Property Tax Code when refunds exceed \$500.00, Commissioners' Court has to approve the refund out of the current tax receipts. The following is a list of refunds that need your approval.

| Account# | Owner        | explanation | refund amount |
|----------|--------------|-------------|---------------|
| R20291   | Fraga Maegan | HS OA       | \$ 580.18     |
| R22452   | K C I C LLC  | Value       | \$16,170.95   |

Sincerely,

A handwritten signature in black ink, appearing to read "Ellen", written over the printed name.

Ellen C. Shelburne  
Waller County  
Tax Assessor Collector

2021 #33

# WALLER COUNTY ENGINEER'S OFFICE

J. Ross McCall, P.E.  
County Engineer



Item 6.

March 11, 2024

Jonathan C. White, PE  
Quiddity Engineering, LLC  
1575 Sawdust Road, Suite 400  
The Woodlands, Texas 77381-4241  
281-363-4039

**Re: Sunterra Section 53 – Substantial Completion Entering One-Year Warranty Period**

Mr. White

This formal notice is per your request to inspect Sunterra Section 53 in order to begin the one (1) year maintenance period.

On March 8, 2024, Mr. Robert J.P. Goodspeed from Waller County Engineering Department concluded all punch list items are completed.

The County will consider the maintenance period to start on 03/08/2024. The road will be reviewed again in one (1) year to determine if any additional work is required before a motion for final acceptance of the road is submitted to Waller County Commissioners' Court.

Please contact us on or after the anniversary date of 03/08/2025 to schedule the Final Inspection.

If you have questions or require further information, please feel free to contact me at (979) 826-7670.

Sincerely,

J. Ross McCall, P.E.  
Waller County Engineer



| Sunterra Section 53 Road Log |          |              |        |       |              |               |       |            |        |      |               |                  |                |          |
|------------------------------|----------|--------------|--------|-------|--------------|---------------|-------|------------|--------|------|---------------|------------------|----------------|----------|
| Road Name                    | Precinct | Location     | Length |       | Right-of-Way | Pavement      |       | Acceptance |        |      | Subdivision   | Plat Recordation |                | Comments |
|                              |          |              | Feet   | Miles | Width        | Type          | Width | Date       | Volume | Page |               | Date             | Instrument No. |          |
| Courtney Coral Lane          | 3        | Key Map 443C | 353    | 0.066 | 50'          | 6"conc. Pave  | 28'   |            |        |      | Freeman Ranch | 8/21/2023        | 2309708        |          |
| Adiamo Lane                  | 3        | Key Map 443C | 281.0  | 0.053 | 50'          | 6" conc. Pave | 28'   |            |        |      | Freeman Ranch | 8/21/2023        | 2309708        |          |
| Emerald Ocean Drive          | 3        | Key Map 443C | 2272.0 | 0.430 | 50'          | 6" conc. pave | 28'   |            |        |      | Freeman Ranch | 8/21/2023        | 2309708        |          |
| Spoon Bill Cove Drive        | 3        | Key Map 443C | 428    | 0.081 | 50'          | 6" conc. pave | 28'   |            |        |      | Freeman Ranch | 8/21/2023        | 2309708        |          |
| Pensacola Drive              | 3        | Key Map 443C | 566    | 0.107 | 50'          | 6" conc. pave | 28'   |            |        |      | Freeman Ranch | 8/21/2023        | 2309708        |          |
| Sea Turtle Drive             | 3        | Key Map 443C | 135    | 0.025 | 50'          | 6" conc. pave | 28'   |            |        |      | Freeman Ranch | 8/21/2023        | 2309708        |          |
| Ash Ray Drive                | 3        | Key Map 443C | 966    | 0.182 | 50'          | 6" conc. pave | 28'   |            |        |      | Freeman Ranch | 8/21/2023        | 2309708        |          |

# INVOICE

Item 7.

**Fort Bend Medical Examiner**  
3840 Bamore Road  
Rosenberg, TX 77471

kelley.large@fortbendcountytexas.gov  
+1 (832) 471-4011



**Judge Trey Duhon**

**Bill to**

Judge Trey Duhon  
Waller County Judge  
836 Austin Street, Suite 203  
Hempstead, TX 77445

**Ship to**

Judge Trey Duhon  
Waller County Judge  
836 Austin Street, Suite 203  
Hempstead, TX 77445

**Invoice details**

Invoice no.: 1320  
Terms: Net 30  
Invoice date: 03/01/2024  
Due date: 03/31/2024

Registration # **011488**  
Joan Sargent Waller Co. Treasurer  
Deputy **3/1/24** Date

MAR 1 '24 AM 11:50 TREASURER

MAR 7 '24 PM 3:09 AUDITOR

| #            | Date       | Product or service                                                                      | SKU | Qty | Rate       | Amount            |
|--------------|------------|-----------------------------------------------------------------------------------------|-----|-----|------------|-------------------|
| 1.           | 11/14/2023 | <b>Autopsy</b><br>Full Autopsy Case# 23-02623WL [REDACTED] ordered by Judge J.R. Wooley |     | 1   | \$2,600.00 | \$2,600.00        |
| 2.           | 12/04/2023 | <b>Autopsy</b><br>Full Autopsy Case# 23-02807WL [REDACTED] by Judge Marian Jackson      |     | 1   | \$2,600.00 | \$2,600.00        |
| 3.           | 12/26/2023 | <b>Autopsy</b><br>Full Autopsy Case# 23-03050WL [REDACTED] ordered by Judge Ted Krenk   |     | 1   | \$2,600.00 | \$2,600.00        |
| <b>Total</b> |            |                                                                                         |     |     |            | <b>\$7,800.00</b> |



# Texas Association of Counties

Phone: (800) 456-5974

Fax: (512) 477-1324



# INVOICE

239595/2370

January 01, 2024

Invoice # 88985

To: Hon. Carbett J. Duhon, III  
 Judge  
 Waller County  
 425 FM 1488 Ste 106  
 Hempstead, TX 77445-4672

| DESCRIPTION                   | AMOUNT          |
|-------------------------------|-----------------|
| Annual County Membership Dues | 1,360.00        |
| <b>Total Due</b>              | <b>1,360.00</b> |

This invoice is for your county's membership to the Texas Association of Counties effective 1/1/24 thru 12/31/24. Your support is greatly appreciated and enables us to represent all Texas Counties.

FEB 02 2024 8:33 AM AUDITOR

FEB 02 2024 1:56 PM RECEIVED

Registration # **010470**  
 Joan Sargent Waller Co. Treasurer  
 Deputy MK Date 01/01/24

## PLEASE REMIT WITH PAYMENT

Make checks payable to TAC DUES

239595/2370

Hon. Carbett J. Duhon, III  
 Waller County

Statement Date: 01/01/2024

Invoice # 88985

Amount Due: 1,360.00

Texas Association of Counties  
 Attn: County Membership DUES  
 P. O. Box 2711  
 San Antonio, TX 78298-2711

013600010239595703516620DWALL

## Invoice

Waller County Economic Dev.  
519 9th St Suite A.  
Hempstead, TX 77445

## Bill To

Waller County  
425 FM 1488  
Hempstead, TX 77445

| Date     | Invoice No. | P.O. Number | Terms  | Project |
|----------|-------------|-------------|--------|---------|
| 04/01/24 | 2454        | contract    | Net 15 |         |

| Item                                                                                                                  | Description                     | Quantity | Rate                                                                 | Amount      |
|-----------------------------------------------------------------------------------------------------------------------|---------------------------------|----------|----------------------------------------------------------------------|-------------|
| County Contract payment                                                                                               | 2024 Contract - 2nd Qtr Payment |          | 75,000.00                                                            | 75,000.00   |
| <p>Registration # <b>011402</b><br/> Joan Sargent Waller Co. Treasurer<br/> Deputy <u>MMJ</u> Date <u>3/16/24</u></p> |                                 |          | <p>MAR 5 '24 PM 2:17 AUDITOR</p> <p>MAR 5 '24 PM 10:35 TREASURER</p> |             |
|                                                                                                                       |                                 |          | Subtotal                                                             | \$75,000.00 |
|                                                                                                                       |                                 |          | Sales Tax                                                            | \$0.00      |
|                                                                                                                       |                                 |          | Total                                                                | \$75,000.00 |





Item 10.

Created on 12 Mar 2024

Owner: Melinda Clay, (281) 252-9929  
3923 Fifth St., Brookshire, Texas 77423

The prices are effective as of April 20, 2016  
(Prices are subject to change without notice.)

The goods and services shown below are those we can provide to our customers. You may choose only those items you desire. However, any funeral arrangement you select will include a charge for our basic service and overhead. If legal or other requirements mean you must buy any items you did not specifically ask for, we will explain the reason in writing on the statement we provide describing the funeral goods and services you selected.

Dearly Beloved Families of Clay's Mortuary & Cremations:

As your committed partners, comfort ministers and professional funeral servants, our company is respectfully dedicated to those we serve. That's why we are here to assist you in successfully conducting the funeral services that your family desires and deserves. Our services are available to you 24 hours a day. Thank you, for the opportunity to serve your family.

This list does not include prices for certain items that you wish that we purchase for you, such as cemetery or special crematory services, flowers, certified death certificates, newspaper notices, etc. The price for these items will be shown on your itemized statement on the funeral bill. We reserve the right to charge you for our services in buying these items for you.

**PROFESSIONAL SERVICES**

Waller County Transport Order To ME \$500.00  
Picked up from 1318 Rouse St. on 10.08.23.

**TOTAL SERVICE ITEMS: \$500.00**

**MERCHANDISE**

As of April 20, 2016  
(Prices are subject to change without notice.)

In most areas of the country, state or local law does not require that you buy a container to surround the casket in the grave. However, many cemeteries require that you have such a container so that the grave will not sink in. Either a grave liner or a burial vault will satisfy these requirements.

**TOTAL MERCHANDISE ITEMS: \$0.00**

**CASH ADVANCES**

**TOTAL CASH ADVANCE ITEMS: \$0.00**

|                          |                 |
|--------------------------|-----------------|
| Total Service Items      | \$500.00        |
| Total Merchandise Items  | \$0.00          |
| Total Cash Advance Items | \$0.00          |
|                          | <b>\$500.00</b> |
| Tax                      | \$0.00          |
| <b>TOTAL</b>             | <b>\$500.00</b> |

**Payments**

**Remaining Balance \$500.00**

**PAYMENT POLICY**

Payment must be secured 24 HOURS before first viewing of remains.

1. For your convenience the above mentioned methods of payment are available to you.

2. There is a \$35.00 charge on any return check.

Insurance policies will only be accepted under these conditions:

a) Policy is beyond the two year and one day contestable period.

b) Policy is received by our mortuary at least two days before the funeral to verify the policy status.

c) When using assignable insurance, Clay's Mortuary & Cremations uses the services of an insurance processing company to quickly process insurance claims and makes funds available to Clay's Mortuary & Cremations. There is a 5% insurance processing fee for the funeral service bill.

3. Advance payment from forwarding remains or receiving remains from a funeral home.

**Method of Payment****WE WILL ACCEPT THE FOLLOWING FORMS OF PAYMENT**

Payment for goods and services is expected prior to the services rendered, unless other arrangements have been made prior to need. For your convenience we accept cash, cashier's checks, money orders, checks, credit card (Visa, MasterCard, Discover, or American Express), a verifiable irrevocable insurance assignment or financing through a financial institution.

The Texas Funeral Service Commission regulates and licenses funeral establishments and funeral directors. This agency is responsible for the funeral home facilities, at-need arrangements, funeral services, and funeral director behavior. Complaints must be in writing and sent to:

Texas Funeral Service Commission  
1801 Congress Avenue, Suite 11.800  
Austin, Texas 78701  
Toll Free: (888) 667-4881

Registration # **011712**  
Joan Sargent Waller Co. Treasurer  
Deputy **419** Date **3/13/24**

WALLER COUNTY AUDITOR



Item 10.

Passed away on 9 Mar 2024

Owner: Errol Clay, (281) 252-9929  
3923 Fifth St., Brookshire, Texas 77423

The prices are effective as of April 20, 2016  
(Prices are subject to change without notice.)

The goods and services shown below are those we can provide to our customers. You may choose only those items you desire. However, any funeral arrangement you select will include a charge for our basic service and overhead. If legal or other requirements mean you must buy any items you did not specifically ask for, we will explain the reason in writing on the statement we provide describing the funeral goods and services you selected.

**Dearly Beloved Families of Clay's Mortuary & Cremations:**

As your committed partners, comfort ministers and professional funeral servants, our company is respectfully dedicated to those we serve. That's why we are here to assist you in successfully conducting the funeral services that your family desires and deserves. Our services are available to you 24 hours a day. Thank you, for the opportunity to serve your family.

This list does not include prices for certain items that you wish that we purchase for you, such as cemetery or special crematory services, flowers, certified death certificates, newspaper notices, etc. The price for these items will be shown on your itemized statement on the funeral bill. We reserve the right to charge you for our services in buying these items for you.

**PROFESSIONAL SERVICES**

Waller County Transport Order to ME \$500.00  
■ Picked up from scene at FM 1489 on 03/09.

**TOTAL SERVICE ITEMS: \$500.00****MERCHANDISE**

As of April 20, 2016  
(Prices are subject to change without notice.)

In most areas of the country, state or local law does not require that you buy a container to surround the casket in the grave. However, many cemeteries require that you have such a container so that the grave will not sink in. Either a grave liner or a burial vault will satisfy these requirements.

**TOTAL MERCHANDISE ITEMS: \$0.00****CASH ADVANCES****TOTAL CASH ADVANCE ITEMS: \$0.00**

Total Service Items \$500.00  
Total Merchandise Items \$0.00  
Total Cash Advance Items \$0.00

**\$500.00**

Tax \$0.00

**TOTAL \$500.00****Payments****Remaining Balance \$500.00****PAYMENT POLICY**

Payment must be secured 24 HOURS before first viewing of remains.

1. For your convenience the above mentioned methods of payment are available to you.

2. There is a \$35.00 charge on any return check.

Insurance policies will only be accepted under these conditions:

a) Policy is beyond the two year and one day contestable period.

b) Policy is received by our mortuary at least two days before the funeral to verify the policy status.

c) When using assignable insurance, Clay's Mortuary & Cremations uses the services of an insurance processing company to quickly process insurance claims and makes funds available to Clay's Mortuary & Cremations. There is a 5% insurance processing fee for the funeral service bill.

3. Advance payment from forwarding remains or receiving remains from a funeral home.

**Method of Payment**

WE WILL ACCEPT THE FOLLOWING FORMS OF PAYMENT

Payment for goods and services is expected prior to the services rendered, unless other arrangements have been made prior to need. For your convenience we accept cash, cashier's checks, money orders, checks, credit card (Visa, MasterCard, Discover, or American Express), a verifiable irrevocable insurance assignment or financing through a financial institution.

The Texas Funeral Service Commission regulates and licenses funeral establishments and funeral directors. This agency is responsible for the funeral home facilities, at-need arrangements, funeral services, and funeral director behavior. Complaints must be in writing and sent to:

Texas Funeral Service Commission  
1801 Congress Avenue, Suite 11.800  
Austin, Texas 78701  
Toll Free: (888) 667-4881

Registration # 011711  
Joan Sargent Waller Co. Treasurer  
Deputy MS Date 3/13/24

WAP1424MB317AUDITOR



King Architectural Consulting Services  
817-992-3120  
142 Northchase Dr.  
Willow Park, TX 76087

**KING**  
Architectural Consulting Services PLLC

Billed To  
Danny Rothe  
Waller County  
836 Austin Street  
Hempstead, TX 77445

Date of Issue  
03/07/2024  
  
Due Date  
04/13/2024

Invoice Number  
0000027  
  
Reference  
Business Node - New  
Courthouse Pay App  
#16

Amount Due (USD)

**\$1,984.43**

| Description                                                                                                                                                                                          | Rate             | Qty | Line Total |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-----|------------|
| Third Party Architectural Services<br>10hr trip to WC on 3-5-24 for observation/review pay app #16<br>1 hour pay app review #16 New Courthouse and pay app #1 on 506<br>Modular Bldg Design services | \$150.00         | 11  | \$1,650.00 |
| Travel Expense, Mileage<br>trip to Waller County - observation on 3-5-24                                                                                                                             | \$0.585          | 412 | \$241.02   |
| Insurance Reimbursable                                                                                                                                                                               | \$82.42          | 1   | \$82.42    |
| Travel Expense, lunch                                                                                                                                                                                | \$10.99          | 1   | \$10.99    |
|                                                                                                                                                                                                      | Subtotal         |     | 1,984.43   |
|                                                                                                                                                                                                      | Tax              |     | 0.00       |
|                                                                                                                                                                                                      | Total            |     | 1,984.43   |
|                                                                                                                                                                                                      | Amount Paid      |     | 0.00       |
|                                                                                                                                                                                                      | Amount Due (USD) |     | \$1,984.43 |

Terms  
Thank You!



## Payment schedule

### King Architectural Consulting Services PLLC

Below is your monthly payment schedule. Hiscox will collect funds automatically on the dates listed. You will not receive any further billing statements unless you make a change to your policy, so it is important to keep this document for future reference.

#### Upcoming payment schedule

You will be charged the amounts listed below on the following dates:

- September 7, 2023 \$82.38
- October 7, 2023 \$82.42
- November 7, 2023 \$82.42
- December 7, 2023 \$82.42
- January 7, 2024 \$82.42
- February 7, 2024 \$82.42
- March 7, 2024 \$82.42 — INVOICE #27
- April 7, 2024 \$82.42
- May 7, 2024 \$82.42
- June 7, 2024 \$82.42
- July 7, 2024 \$82.42
- August 7, 2024 \$82.42

To ensure your business remains protected, your coverage will automatically renew with the same payment method and frequency listed above. You will receive a new payment schedule and updated policy documents at least 45 days before renewal.



MIKE KING

County Judges and Commissioners Association of Texas  
1301 Nueces Street, Suite 201  
Austin, Texas 78701

## INVOICE ANNUAL COUNTY DUES

Taxpayer I.D. # 74-2611550

Honorable Carbett J. Duhon, III  
Waller County Judge  
836 Austin Street, Suite 203  
Hempstead, Texas 77445-4672

Registration # **011763**  
Joan Sargent Waller Co. Treasurer  
Deputy **11/18** Date **3/14/24**

March 12, 2024

| YEAR | COUNTY           | ASSESSED<br>DUES FOR<br>CALENDAR<br>YEAR | PAST<br>DUE | TOTAL<br>AMOUNT DUE |
|------|------------------|------------------------------------------|-------------|---------------------|
| 2024 | Waller<br>County | \$2592.00                                | None        | \$2592.00           |

The County Judges and Commissioners Association of Texas is requesting payment of your annual county dues in the amount specified above. The dues are assessed based on the population of your county, from the 2020 census.

The dues paid by the counties are utilized in the following ways:

**Legislative:** Jim Allison, Senior General Counsel, and Rick Thompson, Program Director, monitor the legislative session, all called special sessions, and interim hearings. The State Officers supervise and assist in the support of our legislative program.

**Consultation:** Jim and the firm legal staff are available for internet list serve, telephone, and email consultation for important problems in your county. Phone numbers: (512) 482-0701, (800) 733-0699; Email address: j.allison@allison-bass.com

**Education:** The State Association Education Committee monitors and certifies the Continuing Education Program for County Commissioners. Our educational programs are a vital part of our organization, and we need to maintain their excellence. The State Association maintains a transcript and issues a Certificate of Completion to all commissioners who complete the required 16 hours of continuing education. The Advanced Curriculum Program provides an opportunity for additional educational achievement.

County Progress Magazine provides informative monthly articles of special interest to us. Your dues include an annual subscription for each member of the Commissioners Court. By your support, we will be able to continue these services for each of you.

**Please make check payable to:**

County Judges and Commissioners Association of Texas

**Mail to:**

County Judges and Commissioners Association of Texas  
1301 Nueces Street, Suite 201  
Austin, Texas 78701

**If you have questions, please call:**

Jen Crownover, President  
County Judges and Commissioners Association of Texas  
(830) 221-1104

# PROCLAMATION

## SEXUAL ASSAULT AWARENESS AND PREVENTION MONTH

APRIL 2024

**WHEREAS**, sexual assault, a violent and devastating crime affects men, women and children of all races, ages and economic situations, and

**WHEREAS**, the consequences of sexual assault are often severe and long lasting, and the risk of developing post-traumatic stress disorder, depression and many other psychological of physical ailments increases dramatically for victims of sexual assault, and

**WHEREAS**, each year Focusing Families and many other rape crisis centers across the State designate the month of April for an educational campaign to promote awareness and build upon the network of support that has been mobilized to address the issue of sexual assault, and

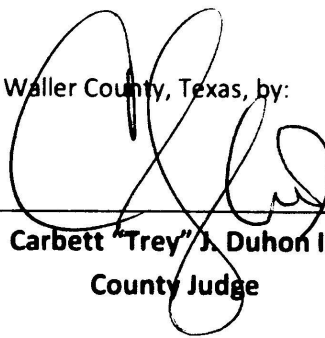
**WHEREAS**, Focusing Families provides training to rape crisis and law enforcement personnel, as well as to volunteers and staff of Focusing Families and to community groups. Outreach is also provided to schools and information on topical issues related to sexual assault.

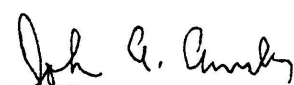
**NOW, THEREFORE, BE IT PROCLAIMED** that I Carbett "Trey" J Duhon III, County Judge, on behalf of Commissioners Court of Waller County, Texas do hereby declare April 2024 as

## SEXUAL ASSAULT AWARENESS AND PREVENTION MONTH

And ask all residents of Waller County to increase their awareness and work to prevent sexual assault in their communities and across the great State. Together, united in this effort, we can continue to make a difference.

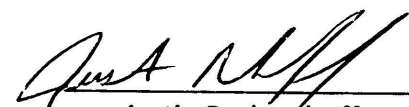
**SIGNED** this day 3<sup>rd</sup> of April 2024, in Waller County, Texas, by:

  
Carbett "Trey" J. Duhon III  
County Judge

  
John A. Amsler  
Commissioner Precinct 1

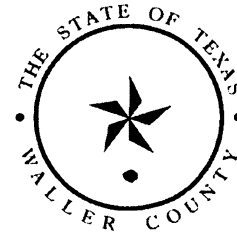
*Absent*  
\_\_\_\_\_  
Walter E. Smith  
Commissioner Precinct 2

  
Kendric D. Jones  
Commissioner Precinct 3

  
Justin Beckendorff  
Commissioner Precinct 4

# WALLER COUNTY

J. Ross McCall, P.E.  
County Engineer



## MEMORANDUM

**To:** Honorable Commissioners' Court

**Item:** Infrastructure Development Plan of Finca Agave Retreat

**Date:** April 3, 2024

### **Background**

Plat Name: Finca Agave Retreat

Applicant: L Squared Engineering on behalf of TPKP Investments, LLC

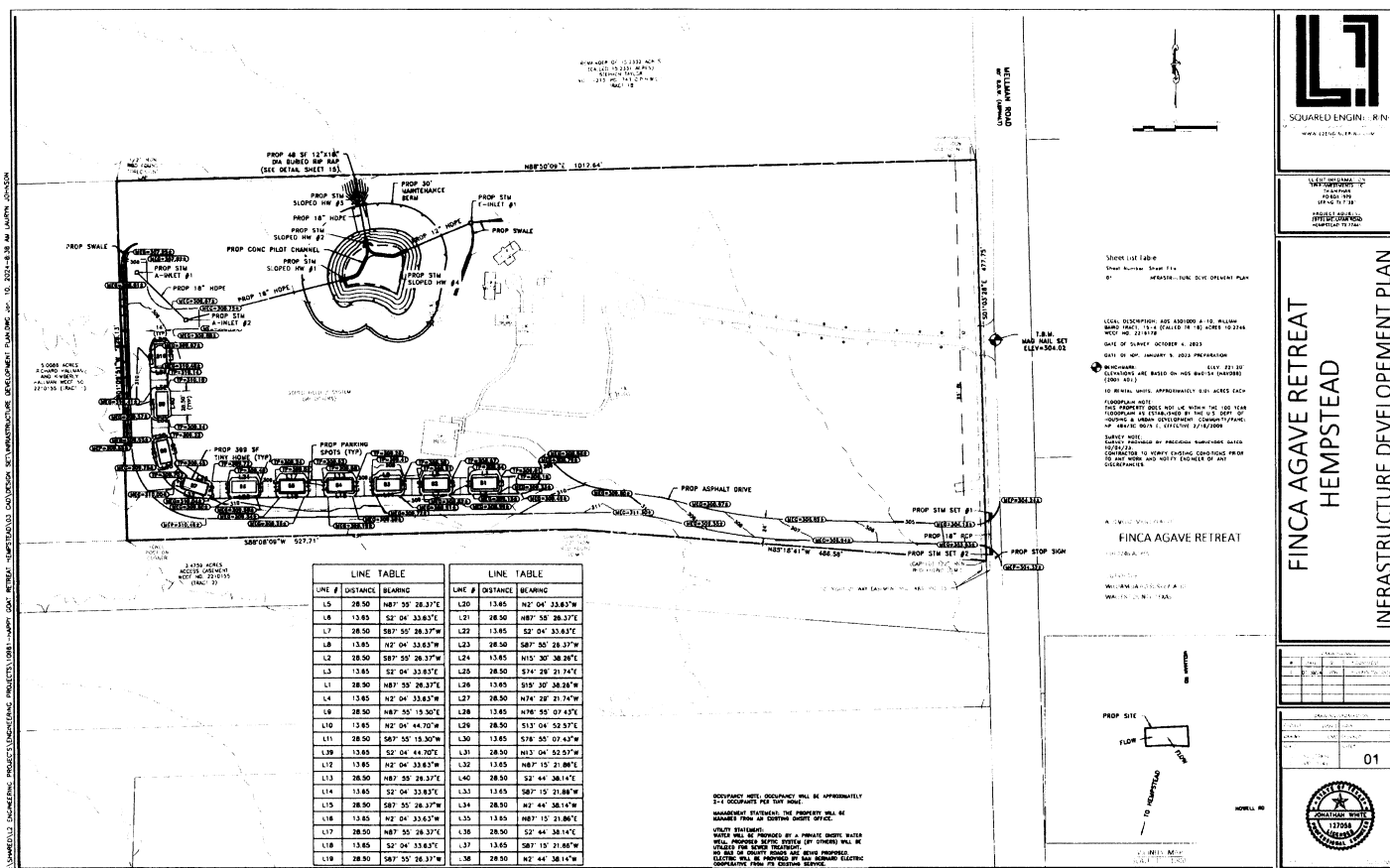
Owner/Developer: TPKP Investments, LLC – Thinh Phan

Location: 29731 Mellman Rd, Hempstead, TX 77445

Description: This peaceful retreat will provide short term rental for guests wishing to seek relaxation and escape from the city. We plan to provide a clean and professional experience that attracts quality guests and their families to visit Hempstead and nearby surrounding areas. We know people will fall in love with the farm and agriculture scene along with restaurants and other points of interest.

### **Staff Recommendation**

Preliminary IDP



# Waller County Road and Bridge Department

Fees adopted by Commissioners Court on 4/3/24.



## Residential Building and Driveway Permit Fees

|                                                                                     |                                                                                  |                                                                                                             |
|-------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
| Residential                                                                         | \$200 Permit Fee + (.05) cents per sq. ft. of enclosed area (Home & Garage only) | \$50 Permit Fee                                                                                             |
| Other Appurtenant Structures: Well Houses, Storage Facilities, Barns, Garages, etc. | \$20 per \$10,000 value (minimum \$60)                                           | \$50 Permit Fee (200 Sq. Ft. and Over)                                                                      |
| Fill & Lot Grading Permit Only*                                                     | \$75 Permit Fee + \$50 Inspection fee                                            | \$50 Permit Fee                                                                                             |
| Culvert**                                                                           | New Residential (Waller County Installed)                                        | \$1,000 for 20' length. Every additional 4' section add \$200 (Culverts 24" & larger must be 24' in length) |
|                                                                                     | New Residential (Customer Installed)                                             | \$125 Permit Fee + \$50 Inspection Fee                                                                      |
|                                                                                     | Existing Residential (Waller County Add on or Repair)                            | \$200 Repair or \$50/ft Add on                                                                              |
|                                                                                     | Existing Residential (Customer Add on)                                           | \$100 Permit Fee + \$50 Inspection Fee                                                                      |

\* Does not include mass grading plans. For mass grading plan review, see Engineering Plan Review Fees.

\*\* All culvert pipe is to be provided by the owner/applicant.

## Non-Residential or Commercial Building Permit Fees

|                                                 |                                                                                         |                                                               |
|-------------------------------------------------|-----------------------------------------------------------------------------------------|---------------------------------------------------------------|
| Development Permits for Projects < \$250K       | \$200 Permit Fee + \$100 Inspection Fee + (.10) cents per sq. ft. of enclosed area      | \$200 Permit Fee + \$100 Inspection Fee                       |
| Development Permits for Projects \$250K to \$1M | \$1,000 Permit Fee + \$200 Inspection Fee + (.10) cents per sq. ft. of enclosed area    | \$400 Permit Fee + \$300 Inspection Fee                       |
| Development Permits for Projects \$1M to \$5M   | \$2,500 Permit Fee + \$500 Inspection Fee + (.10) cents per sq. ft. of enclosed area    | \$1,000 Permit Fee + \$500 Inspection Fee                     |
| Development Permits for Projects > \$5M         | \$5,000 Permit Fee + \$500 Inspection Fee + (.10) cents per sq. ft. of enclosed area    | \$2,000 Permit Fee + \$500 Inspection Fee                     |
| Development Permits for Projects > \$10M        | \$10,000 Permit Fee + \$1,000 Inspection Fee + (.10) cents per sq. ft. of enclosed area | \$3,000 Permit Fee + \$500 Inspection Fee                     |
| Fill & Lot Grading Permit Only*                 | \$200                                                                                   | \$100                                                         |
| Culvert                                         | New Commercial (set elevation & inspections only)                                       | \$400 Permit Fee + \$100 Inspection Fee (min. length 28 feet) |
|                                                 | Existing Commercial - Add On (set elevations & inspections only)                        | \$300 Permit Fee + \$100 Inspection Fee                       |

\* Does not include mass grading plans. For mass grading plan review, see Engineering Plan Review Fees.

## Engineering Plan Review Fees

|                                                                                     |                                        |
|-------------------------------------------------------------------------------------|----------------------------------------|
| Replat resulting in ≤ 4 parcels (Preliminary or Final)                              | \$500                                  |
| Drainage Impact Analysis, Traffic Impact Analysis, CLOMR/LOMR, or Mass Grading Plan | **                                     |
| General Plan (≤ 100 acres)                                                          | \$2,000                                |
| General Plan (> 100 acres)                                                          | \$2,000 + \$10/ac (each acre over 100) |
| Preliminary, Replat or Amending Plat (5 ≤ 50 Lots)                                  | \$3,000                                |
| Preliminary, Replat or Amending Plat (> 50 Lots)                                    | \$3,000 + \$20/lot (each lot over 50)  |
| Final Plat                                                                          | \$1,000                                |
| Infrastructure Development Plan***                                                  | \$500 + \$50/space                     |
| Single Family Residential Design Plans                                              | \$2,000 + \$10/lot                     |
| Commercial/Industrial Civil Design Plans (<2 acres)                                 | \$3,000                                |
| Commercial/Industrial Civil Design Plans (≥2 acres)                                 | \$3,000 + \$50/ac                      |
| Plan Resubmittal*                                                                   | \$500                                  |

\* Review fees include initial submittal and one resubmittal. Additional submittals are subject to a resubmittal fee as noted above.

\*\* The applicant is responsible for all outside engineering review costs. Review costs will be quoted before initial review and will be due prior to plan/document approval.

\*\*\* Applies to RV parks and rental communities.

## Other Fees

|                                                                      |                                    |
|----------------------------------------------------------------------|------------------------------------|
| Variance Request (Single Family Residential)                         | \$100                              |
| Variance Request (Non-Single Family)                                 | \$1,000                            |
| Plat Cancellations                                                   | \$200 + \$20/lot                   |
| Return Check Fee                                                     | \$30                               |
| Other charges incurred by the County in enforcing County Regulations | \$0.55 per mile / \$50.00 per hour |
| Re-Inspection Fee                                                    | \$100.00                           |

**SUBDIVISION DEVELOPMENT AGREEMENT  
BETWEEN WALLER COUNTY, TEXAS AND  
SOFI LAKES FOR  
SOFI LAKES SUBDIVISION**

This Subdivision Development Agreement with attached exhibits (“Agreement”) is entered into by and between Waller County, Texas (“County”), a political subdivision of the State of Texas, and 622 Sofi Lakes LP (“Developer”), a Texas limited partnership, acting through its General Partner, Sofi Lakes LLC, a Texas limited liability company, for the Sofi Lakes subdivision effective as of April 3, 2024.

**WHEREAS**, Developer has purchased or intends to purchase real property in Waller County, Texas, which is more particularly described in Exhibit A and which will be developed into the Sofi Lakes subdivision (“Developer’s Property”); and

**WHEREAS**, Developer desires to develop the property in accordance with the uses, layout, configuration, lot sizes, lot widths, landscaping, traffic circulation patterns, etc. detailed in the attached Plan of Development (Exhibit B) and General Land Plan (Exhibit C) with the approved variances (Exhibit E); and

**WHEREAS**, County finds that subdivision development agreements are an appropriate way of providing for the responsible construction of appropriate and necessary infrastructure, encouraging orderly growth, and promoting the welfare of residents in the County; and

**WHEREAS**, County desires that the project be developed on the Developer’s Property and expects to receive a benefit from the development; and

**WHEREAS**, in exchange for the approval of certain variances needed to facilitate the development of Developer’s Property, Developer agrees to complete the development subject to certain construction and development standards.

**IN CONSIDERATION** of the mutual covenants and promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **PURPOSE.** The parties desire to coordinate the development of certain aspects of Developer's Property as detailed in Exhibits A, B, C, D, and E. Developer and its General Partner agree to comply with the terms of this Agreement and its attached exhibits while developing Developer's Property.
2. **ASSIGNMENT.** The parties acknowledge that rights and obligations under this Agreement are intended to facilitate the development of Developer's Property in accordance with the terms of this Agreement and its exhibits. While Developer and its affiliate entities will be the primary actor in grading and laying out the lots, this Agreement is not intended to prevent the construction of single-family homes and their appurtenant infrastructure by a variety of homebuilders who may purchase lots from Developer, as long as construction complies with the terms of this Agreement. Assignment of this Agreement to a different developer or other person or entity shall require the written agreement of County. For the purposes of this Section, the term "Affiliate" means (a) an entity that directly or indirectly controls, is controlled by or is under common control with Developer, or (b) an entity at least five percent of whose economic interest is owned by Developer or an entity that directly or indirectly controls, is controlled by or is under common control with Developer; and the term "control" means the power to direct the management of such entity through voting rights, ownership or contractual obligations.
3. **AMENDMENTS AND WAIVERS.** Amendments to this Agreement, including to any exhibits, must be in writing and signed by both parties. Verbal amendments or deviations from the requirements herein are not effective or binding. Any failure by a party to insist upon strict performance by the other party of any provision of this Agreement will not, regardless of length of time during which that failure continues, be deemed a waiver of that party's right to insist upon strict compliance with all terms of this Agreement. Any



enforceable waiver of a provision of this Agreement must be in writing and signed by both parties, and such waiver shall only be effective as to the specific default and the specific time period set forth in the waiver. A written waiver will not constitute a waiver of any subsequent default or right to require performance of the same or any other provision of this Agreement in the future.

4. **COVENANT RUNNING WITH THE LAND.** This Agreement shall constitute a covenant that runs with the land and is binding on future owners of Developer's Property. A copy of this Agreement shall be recorded in the Official Public Records of Waller County, Texas.
5. **DEFAULT.** No party shall be deemed in default of any provision of this Agreement until the expiration of thirty (30) days following the receipt of notice of default from the other party, during which time the defaulting party may cure the default. Absent force majeure or a written extension of the cure period signed by both parties, if the default is not cured within the thirty-day cure period, the non-defaulting party may pursue all available legal and equitable remedies, including specific performance. All remedies will be cumulative, and the pursuit of one remedy will not constitute an election of remedies or waiver of the right to pursue other available remedies. In addition to other remedies, County may withhold acceptance of roads within the subdivision for County maintenance for non-compliance with this Agreement.
6. **NOTICES.** All notices for this Agreement shall be in writing and may be effected by sending notice by registered or certified mail, return receipt requested, to the addresses below. Notice shall be deemed given three (3) business days after deposited with the United States Postal Services with sufficient postage affixed. A party may change its address for notices by giving notice to the other party in accordance with this section.

Notices mailed to County:

County Judge

425 FM 1488, Suite 106

Hempstead, Texas 77445

Notices mailed to Developer: Sophia Filfil  
Sofi Lakes LLC  
9018 Tri City Beach Road  
Baytown, Texas 77523

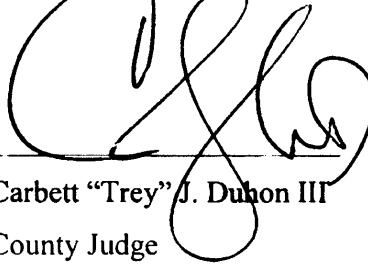
With a copy to: Ross Martin  
Winstead PC  
2728 N. Harwood Street, Suite 500  
Dallas, Texas 75201

7. **CONTRACTING AUTHORITY.** The Waller County Commissioners Court is the contracting authority for County. All amendments, waivers, etc. requiring approval under this Agreement must be approved by the Waller County Commissioners Court on behalf of County.
8. **FORCE MAJEURE.** In this Agreement, force majeure shall mean acts of God, strikes, riots, epidemics, fires, hurricanes, natural disasters, or other causes not reasonably within the control of the parties that impact a party's inability to perform in a timely manner with the provisions of this Agreement. If a party is wholly or partially unable to perform its obligations under this Agreement due to force majeure, then such party shall give written notice to the other party within ten (10) days of the occurrence of a force majeure event. While a force majeure event may delay or postpone a party's obligations during the continuance of an inability to perform, a force majeure event will not waive or alter the substance of a party's obligations under this Agreement. The party claiming force majeure shall make reasonable efforts to remove or overcome its inability to perform and resume its obligations as soon as practicable.
9. **SEVERABILITY.** If any court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, that provision shall be fully severable. This Agreement shall be construed and enforced as if the invalid or unenforceable provision had

never been part of the Agreement, and the remaining provisions of this Agreement shall remain in full force and effect. Any provision deemed invalid or unenforceable shall be automatically replaced with a provision as similar as possible to the original provision in terms that make the provision valid and enforceable.

10. **JURISDICTION, VENUE, AND GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Texas, without regard to its conflict of laws provisions. Jurisdiction and venue for disputes over this Agreement shall exclusively in Waller County, Texas for state claims and the Southern District of Texas for federal claims.
11. **NO JOINT VENTURE.** This Agreement does not create a joint venture or partnership among the parties. County and its past, present, and future officers, employees, agents, and officials do not assume any responsibilities or liabilities to any third party in connection with the development of Developer's Property.
12. **NO THIRD PARTY BENEFICIARIES.** This Agreement does not benefit any third parties and does not create any third-party beneficiary rights in any person or entity who is not a party to this Agreement.
13. **INCORPORATION AND ORDER OF PRECEDENCE.** The Exhibits identified in this Agreement and attached hereto are incorporated by reference and made a part hereof and are enforceable. In the event of conflict between the terms of this Agreement and its Exhibits, the order of precedence shall be as follows: 1) this Agreement, 2) the exhibit with Approved Variances, 3) the exhibit with the Real Property Description, 4) the exhibit with the Plan of Development, 5) the exhibit with the General Land Plan, then 6) any other exhibits.

WALLER COUNTY



Carbett "Trey" J. Duhon III  
County Judge

4/3/2024  
Date

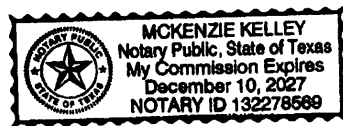
State of Texas §

§

County of Waller §

§

This instrument was acknowledged before me on the 3rd day of April, 2024 by Carbett "Trey" J. Duhon III, Waller County Judge, on behalf of Waller County, Texas, a political subdivision of the State of Texas.

  
Notary Public, State of Texas

**622 SOFI LAKES LP**

A Texas limited partnership

By: Sofi Lakes LLC

A Texas limited liability company

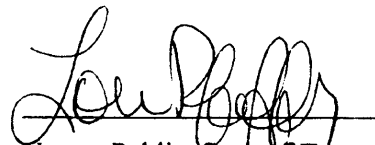
Its General Partner

By:   
Sophia Filfil  
Chief Executive Manager

June 27<sup>th</sup>, 2024  
Date

State of Texas §  
§  
County of Waller §

This instrument was acknowledged before me on the 27<sup>th</sup> day of June, 2024 by Sophia Filfil, Chief Executive Manager of Sofi Lakes LLC, a Texas limited liability company and General Partner of 622 Sofi Lakes LP, on behalf of 622 Sofi Lakes LP.

  
Notary Public, State of Texas



## **EXHIBITS**

**Exhibit A – Real Property Description**

**Exhibit B – Plan of Development**

**Exhibit C – General Land Plan**

**Exhibit D – Concept Photos**

**Exhibit E – Approved Variances**

**Exhibit F – Statutory Verifications**

**Exhibit G – Memorandum of Agreement**

**Exhibit A**

**Real Property Description**

# Exhibit A.1

**622.4 ACRES**  
**H. & T.C. R.R. SURVEY, BLOCK 113**  
**ABSTRACT No. 173**  
**WALLER COUNTY, TEXAS**  
**Page 1 of 2**

**BEING** a 622.4 acre tract of land situated in the H. & T.C. R.R. Survey, Block 113, Abstract Number 173, Waller County, Texas and being all of that certain 628.479 acre tract of land described in the deed to Malladi Reddy recorded in Volume 1366, Page 688, Deed Records of Waller County, Texas, said 622.4 acre tract is described by metes and bounds as follows:

**BEGINNING** at a found 1/2 inch iron rod lying on the north right-of-way line of FM 529 (120 foot wide right-of-way), said rod marking the southeast corner hereof, the southwest corner of a 575.411 acre tract of land described in the deed to Kenneth R. Jasek and Joanna H. Jasek recorded in Volume 1008, Page 658, Deed Records of Waller County, Texas, said rod marking the northeast corner of a 3.972 acre tract of land described in the deed to the State of Texas recorded in Volume 187, Page 253, Deed Records of Waller County, Texas;

**THENCE**, South 88 degrees 01 minutes 25 seconds West, with the north right-of-way line of said FM 529 and the north line of said 3.972 acre tract, 4,580.58 feet to a found 1/2 inch iron rod for the southeast corner of a 10.00 acre tract of land described in the deed to Humble Oil & Refining Co. recorded in Volume 198, Page 623, Deed Records of Waller County, Texas;

**THENCE**, North 02 degrees 05 minutes 19 seconds West, with the east line of said 10.00 acre tract, 667.73 feet to a found 5/8 inch iron rod;

**THENCE**, South 87 degrees 55 minutes 44 seconds West, with the north line of said 10.00 acre tract, 699.76 feet to a point for corner in Morrison Road (60 feet wide no deed of record found);

**THENCE**, North 02 degrees 03 minutes 10 seconds West, with the west line of said H. & T.C. R.R. Survey, Block 113, 4,553.59 feet to a found Mag nail in Morrison Road for the northwest corner of said 628.479 acre tract, the southwest corner of a 401.115 acre tract of land described in the deed to Charles A. Menke, Katherine Lea Menke Holmes and John Mills Menke recorded in Waller County Clerk's File No. 201700611, Official Public Records of Waller County, Texas and the southeast corner of a 635.201 acre tract of land described in the deed to Katy Prairie Conservancy recorded in Volume 676, Page 878, Deed Records of Waller County, Texas;

**THENCE**, North 88 degrees 01 minutes 22 seconds East, with the south line of said 401.115 acre tract, 5,285.96 feet to a found 1/2 inch iron pipe for the southeast corner of said 401.115 acre tract, the northeast corner of said 628.479 acre tract, the southwest corner of a 364.14 acre tract of land described in the deed to Katy Prairie Conservancy recorded in Volume 1334, Page 254, Deed Records of Waller County, Texas and for the northwest corner of a 57.8006 acre tract of land described in the deed to Kenneth R. Jasek and Joanna H. Jasek recorded in Volume 933, Page 646, Deed Records of Waller County, Texas;



622.4 ACRES  
H. & T.C. R.R. SURVEY, BLOCK 113  
ABSTRACT No. 173  
WALLER COUNTY, TEXAS  
Page 2 of 2

**THENCE**, South 01 degrees 59 minutes 45 seconds East, with the west line of said 57.8006 acre tract and the west line of said 575.411 acre tract, 5,220.24 feet to the **POINT OF BEGINNING** and containing 622.4 acres of land, with 4.33 acres within the right-of-way of Morrison Road.

This description was based on an on the ground survey in February, March and April of 2020 and prepared in conjunction with a survey map prepared by Baseline Corporation with the same date as this description.

The bearings herein were derived from redundant RTK GPS observations and are based on the Texas Coordinate System, South Central Zone (4204) NAD 83 CORS adjustment. The distances shown are surface datum. To convert to grid multiply by a combined project adjustment factor of 0.999889861431.

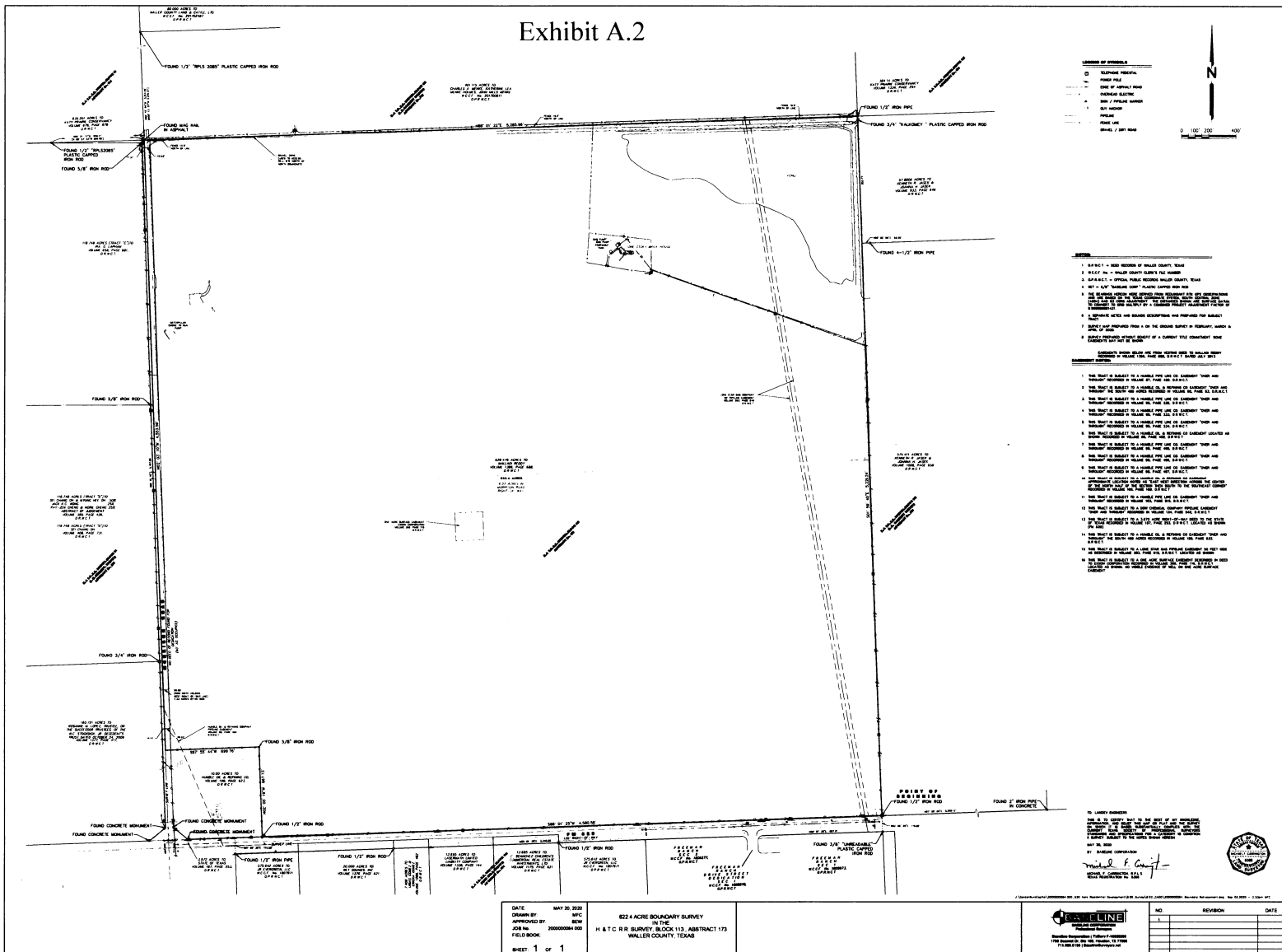
May 20, 2020  
By: BASELINE CORPORATION  
TxSurv F-10030200

*Michael F. Carrington*

Michael F. Carrington, RPLS  
Texas Registration No. 5366



## Exhibit A.2



**Exhibit B**

**Plan of Development**

**EXHIBIT "B"**

**PLAN OF DEVELOPMENT**

**SECTION 1**

**DEVELOPMENT REGULATIONS**

1.1 **Governing Regulations.** Developer shall develop, or cause development of the Developer's Property as a quality, master-planned residential/mixed-use community, developed in accordance with the Development Agreement. Except as otherwise expressly set forth in this Agreement, the infrastructure required for the development of the Property shall be constructed and inspected in accordance with this Agreement, the County regulations and the regulations of any other governing body or entity with jurisdiction over the Developer's Property.

1.2 **Intended Use of Certain Property.**

(a) *Commercial Reserve Space*

The General Land Plan and Schematic Plan included under Exhibit "C" includes an approximate 10.8-acre tract (the "Commercial Reserve Space") in the northwest corner of the Property. Developer acknowledges and agrees that the Commercial Reserve Space cannot be used for single-family or multi-family use and intends to develop the Commercial Reserve Space as a medical plaza or other provider of health care or related services. Developer agrees to take into account all relevant development factors including the traffic impact analysis and utility capacity restrictions as well as its obligation to develop the remainder of the Property in accordance with this Agreement.

(b) *Recreation Center Space*

The General Land Plan and Schematic Plan included under Exhibit "C" includes an approximate 7.3-acre tract (the "Recreational Center Space") in the central portion of the Property. Developer acknowledges and agrees that the Recreational Space cannot be used for single-family, multifamily, or industrial use and intends to develop the Recreation Center Space as an area owned and open to the general public for recreational purposes which may include parks, picnic areas, playgrounds, sports fields, walking paths, gardens, hiking trails, bike paths, riding trails, and other recreational purposes which are compliant with the County regulations.

In the event the intended use of the Commercial Reserve Space or the Recreation Center Space changes, the Developer agrees to obtain a formal amendment to this agreement from the County to reflect such change.

1.3 **Plan for Development Revisions.** The Parties agree the Plan for Development attached hereto as Exhibit B was created by the Developer for generally illustrating the boundary, lot mix and simplified layout of the development. Any amendment to the Plan for Development shall be considered an amendment to this Agreement and shall replace the attached Plan for

Development and become a part of this Agreement. The Waller County Engineer (the "County Engineer") of the County may administratively approve any amendments to the Plan for Development that the County Engineer deems in his reasonable discretion to be minor in nature. Any change in the Plan for Development that does not materially increase density of residences by more than 1.0 unit per gross acre shall be deemed minor in nature. Relocation of residential lots set forth in the Plan for Development shall be deemed minor in nature, so long as such relocation remains in the spirit of the Plan for Development. Upon approval by the County Engineer of a minor revised Plan for Development, or approval by the Waller County Commissioner's Court or County official or Commissioner with delegated authority for approval of a revised Plan for Development containing more than minor revisions, the revised Plan for Development shall replace and supersede Exhibit B to this Agreement.

#### 1.4 Contract with Law Enforcement.

The Developer through the District and its power to undertake all or part of the cost of an improvement project for improving, enhancing, and supporting public safety and security agrees to enter into a contract with the Waller County Sheriff's Office for peace officers with the power to make arrests when necessary to prevent or abate the commission of certain offenses, including any offenses against the laws of the State of Texas ("Law Enforcement Services") at or before the Property is fifty percent (50%) built out in Developer's reasonable discretion. Any such contract will provide for a scope of services, compensation and will cover the entire Property.

#### 1.5 Development of ESD Tract.

The General Land Plan and Schematic Plan included under Exhibit "C" includes an approximate 2-acre tract (the "ESD") in the southeast portion of the Property. The Developer intends to develop the ESD to provide fire, emergency or police services to the Property. If the Developer has not entered into an agreement to develop the ESD for any such use within two years of the effective date of this Agreement, the Developer agrees to enter into an agreement to convey the ESD to the County under the condition that the County utilize such land for public safety and security, fire protection, emergency medical services or law enforcement uses.

#### 1.6 District Contribution of Sales and Use Tax

Subject to the provisions set forth in this Agreement and to the extent permitted by applicable law, the District may impose and collect sales and use taxes authorized by Chapter 3937 of the Texas Special District Laws Code (the "Enabling Act") on sales consummated within the District. Pursuant to the terms of this Agreement, the District will, and hereby does, pledge, commit, allocate, and grant 50% of all revenues generated by the District's sales and use tax on any land within the District to the County as a contribution to the County for purposes of funding County roads and thoroughfares benefitting the Developer's Property (the "District Contribution"). The District Contribution commitment shall last for a period of thirty (30) years from the effective date of this Agreement.

## **SECTION 2**

### **INFRASTRUCTURE AND SERVICES**

2.1 **Governing Regulations.** The Parties acknowledge that certain roadway improvements must be planned, designed, or constructed to serve the County and the Property. In connection with such roadway improvements planning, design, and construction, Developer will only be required to construct those roadway improvements identified within the October 10, 2023 amended Traffic Impact Analysis ("TIA") report prepared by its engineer. Developer agrees to modify its plan for the roadway improvements as described in this Section if required in the updated TIA and shall install roadway improvements within the Property only in proportion to the use required by and attributable to the Property.

2.2 **Easement Conveyance.** Developer shall be required to dedicate right-of-way for perimeter roads only as described in this Agreement, but shall not be required to install any perimeter road improvements unless required by the TIA. Developer agrees to convey to the County, half of the right-of-way area being fifty (50) feet in width for both Morrison Road and Schlipf Road, but will not be required to design or construct such roads, since they are not required for the development of the Property.

2.3 **Generally.** The Parties agree and acknowledge that with the construction of the roadway improvements described herein Developer shall not be required to comply with any County thoroughfare plan, whether existing now or in the future, but rather will be in compliance with this Agreement and its exhibits. The Developer shall not be required to design, install, or finance any landscaping or lighting for roadways or medians of those portions of the roadways described herein that are not within the Property.

2.4 **Cost Sharing.** Developer agrees to contribute up to TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) comprising the land dedication, design, engineering, planning and construction costs of the improvements to FM 2855 and the future Longenbaugh Rd in three phases and on a phasing schedule agreed to by the Developer, District and County (the "Developer Contribution"). Any such phasing schedule will describe the portions of FM 2855 and the future Longenbaugh Rd. which will be attributable to each phase of development and the timing on when such contributions shall be required. A preliminary estimate on the phasing schedule is attached as a portion of Exhibit "C". The Developer will only be responsible for paying its portion of costs in accordance with the terms of the phasing schedule. The County may choose to develop and pay other portions of FM 2855 and the future Longenbaugh Rd prior to the dates agreed upon in the phasing schedule. If the County chooses to construct such roads prior to the phasing schedule, it shall be able to recover the Developer's contribution at the date described in the phasing schedule.

## **SECTION 3**

### **MUNICIPAL MANAGEMENT DISTRICT**

3.1 **Consent.** The East Waller County Management District (the "District") was created by special act of the 84<sup>th</sup> Texas Legislature, effective June 18, 2015 (codified as Chapter 3937, Texas Special District Local Laws Code). On September 7, 2023, Malladi Reddy, the owner of all land in the District, filed the Petition for Release of an Area from the Extraterritorial Jurisdiction describing all land contained within the boundaries of the District with the City Secretary of the

City of Houston (the “City”) and the City noted its receipt of the Petition. Because this Petition conformed to all relevant sections of the Texas Local Government Code and it was received by the City on September 7, 2023 with no formal action taken to release the property from the ETJ within the period required by law, the Property included in the Petition is deemed to be released from the City’s ETJ by operation of law on October 23, 2023. The County agrees that the District is validly created and agrees not to challenge or protest the validity of the District or any wastewater discharge permit applicable to the Property within the District, including the renewal of such permit.

3.2 District Execution of Agreement. The Owner and the County intend that this Agreement shall be binding upon the District from and after the date the District executes a joinder to this Agreement in substantially the same form as set forth in Exhibit E, attached hereto (the “Joinder Agreement”) and made a part thereof.

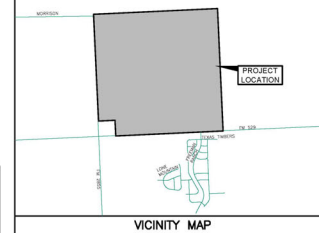
## Plan of Development -Continued

1. The existing Property is currently undeveloped.
  - a. Proposed development plan consists of Single Family Residential development (+/- 1,834 lots), detention & amenities (+/- 110 acres), an elementary school site (+/- 15 acres), commercial (+/- 11 acres), parks (+/- 14.5 acres), ESD (1.5 acres), facilities (water plant, and wastewater plant +/- 5.5 acres).
2. Existing tract is currently undeveloped. The proposed development will be Single Family Residential, with development to begin in the 2<sup>nd</sup> quarter of 2024. A General Plan for the overall development (Sofi Lakes) is attached See exhibit C.
3. Wastewater treatment will be provided by an on-site wastewater treatment plant that will be owned and operated by the East Waller County Management District. The District is currently working on the design of the WWTP. An effluent discharge permit is also being prepared for submittal to the Texas Commission on Environmental Quality, therefore no permit number information is currently available. The discharge permit and WWTP are being prepared and designed to conform to all applicable regulations from all jurisdictions including Waller County, and the Texas Commission on Environmental Quality.
4. Water distribution will be provided by an on-site water treatment plant that will be owned and operated by the East Waller County Management District. The District is currently working on the design of the on-site facility, therefore, no permit number information is currently available. The water treatment plant is being designed to conform to all applicable regulations from all jurisdictions including Waller County, and the Texas Commission on Environmental Quality.
5. Drainage and detention improvements will be provided in accordance with Brookshire-Katy Drainage District, Waller County, and TXDOT criteria, with no impact to downstream property owners. The proposed drainage improvements will consist of an underground storm sewer conduit designed per Waller County design criteria to convey the 2-year event from the lots and streets to the on-site detention basins. The streets will be used to convey the 100-year event to the on-site detention basins. Stormwater will be released at a controlled rate designed to avoid a negative impact to the receiving ditches per the approved Drainage Impact Analyses.
6. The 622-acre tract lies wholly within “unshaded” Zone X. There is no floodplain to mitigate.



**Exhibit C**

**General Land Plan**



VICINITY MAP

NOTES

1. THE COORDINATES AND BEARINGS SHOWN HEREON ARE TEXAS SOUTH CENTRAL ZONE NO. 4232. THE STATE PLANE GRID COORDINATES (NAD83) AND MAY BE BROUGHT TO SURFACE BY APPLYING THE FOLLOWING COMBINED SCALE: 0.999800051431.
2. LOT COUNT:
- |                      |       |
|----------------------|-------|
| 40' X 120' / 123' -- | 515   |
| 45' X 120' / 123' -- | 443   |
| 50' X 120' / 123' -- | 535   |
| 60' X 120' / 123' -- | 534   |
| TOTAL --             | 1,927 |

A SUBDIVISION OF 622.4 ACRES OF LAND  
LOCATED IN H. & T.C.R.R. SURVEY, BLOCK 113,  
ABSTRACT 173  
WALLER COUNTY, TEXAS

DATE: DECEMBER, 2023      SCALE: 1" = 300'

PREPARED FOR:  
GARDENBURE  
ENGINEER

**r.g. miller**

**DCCM**  
R.G. Miller Engineers, Inc. | TxEng F - 487  
16340 Park Ten Place, Ste 350  
Houston, TX 77084  
713.451.9600 | rgmiller.com



### **Proposed Preliminary Phasing Schedule**

**FM 2855** (assuming two lanes, one in each direction, 25' Wide Reinforced Concrete Pavement with 4' shoulder, and roadside ditches):

***Segment 1<sup>1</sup>*** (approx. 2,173 LF from Yara Drive to FM 529): We recommend this segment to be built at the same time or right after Sofi Lakes Section 2 is constructed at 2nd quarter of 2025.

Design Time: 9-12 months from approved DA and work authorization, design of signal at FM2855 and FM 529 is recommended to start at the same time as Segment 1.

Construction Time: 6-9 months, Segment 1 to be completed at first quarter of 2027.

***Segment 2*** (approx. 943 LF from Yara Drive to northwest corner of future school): We recommend this segment to be built with the future school.

Design Time: 9-12 months, design of signal at Yara Drive and FM 2855 is recommended to start at the same time as Segment 2.

Construction time: 4 - 8 months

***Segment 3*** (approx. 2,104 LF from school to Longenbaugh Road): We recommend this segment to be built at the same time or right after Sofi Lakes Section 8

Design Time: 9-12 months

Construction time: 6 - 9 months

**Longenbaugh Rd** (Two lanes, one in each direction), assuming 25' Wide Reinforced Concrete Pavement with 4' shoulder and roadside ditches:

***Segment 1*** (approx. 2,660 LF from Yara Drive to FM 2855): We recommend this segment to be built at the same time or right after Sofi Lakes Section 6.

Design Time: 9-12 months, design of signal at Sofi Lake Drive and Longenbaugh Road is recommended to start at the same time as Segment 1.

Construction Time: 6-9 months

***Segment 2*** (approx. 2,626 LF from Sofi Lake Drive to northeast corner of the property): We recommend this segment to be built at the same time or right after Sofi Lakes Section 7.

Design Time: 9-12 months

Construction Time: 6-9 months

---

<sup>1</sup> **Note:** Segment 1 of FM 2855 is recommended to go with Phase 1 development. Other segments is not really critical. Please let me know if you have any questions or need anything else. Have a wonderful week.

**Exhibit D**

**Concept Photos**



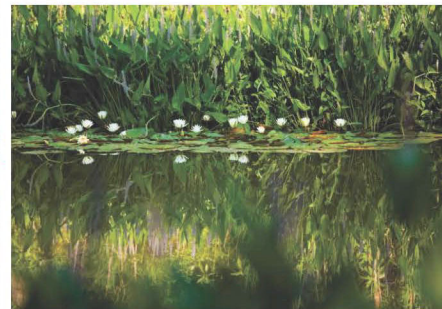


SOFI LAKES | COMMUNITY DEVELOPMENT  
CONCEPT DESIGN | 11.10.2022

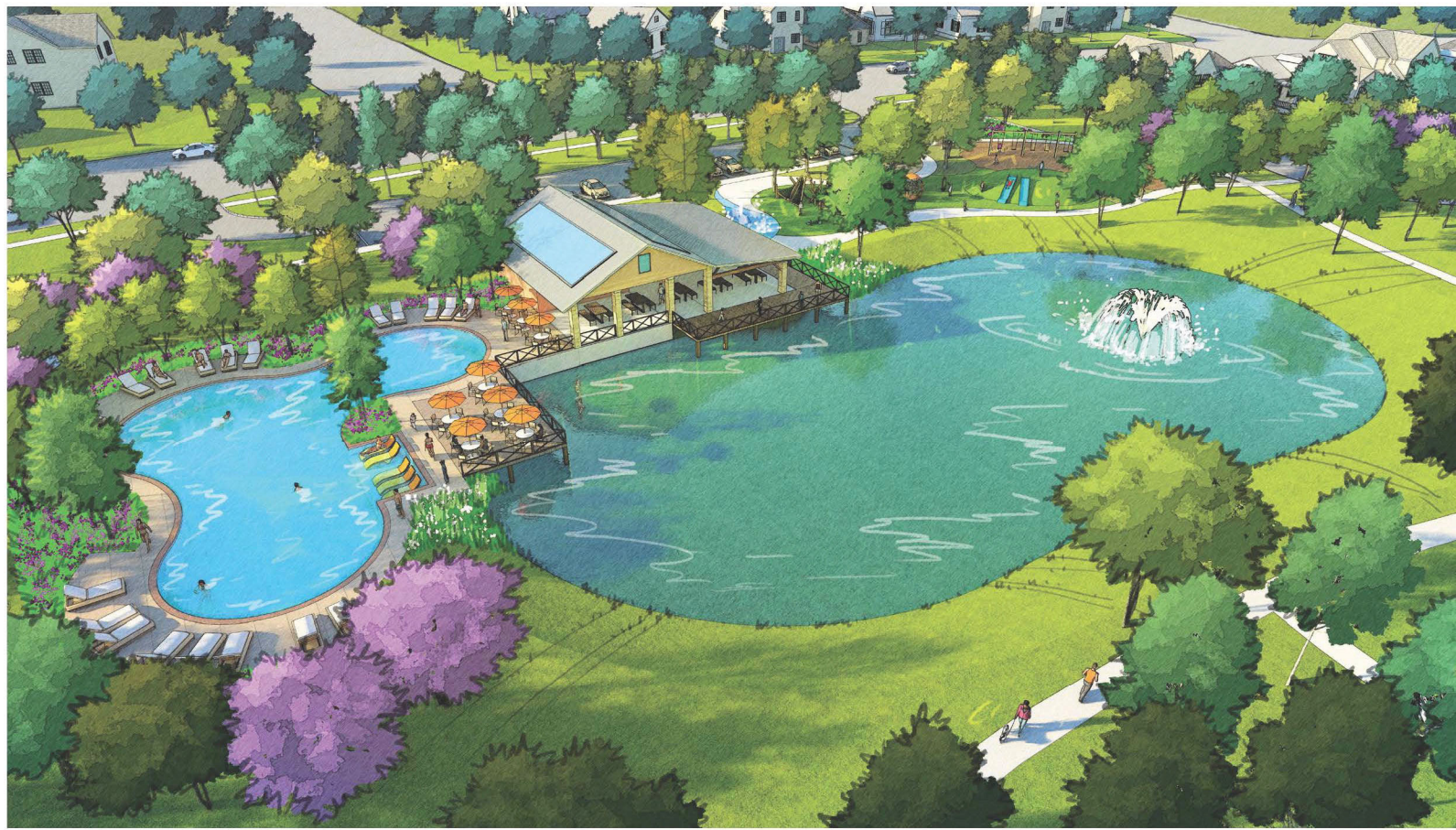
SOFI LAKES ENTRY MONUMENT  
CONCEPT SKETCHES- SCHEME C

**4NE** FOUR  
LANDSCAPE ARCHITECTURE AND  
ONE

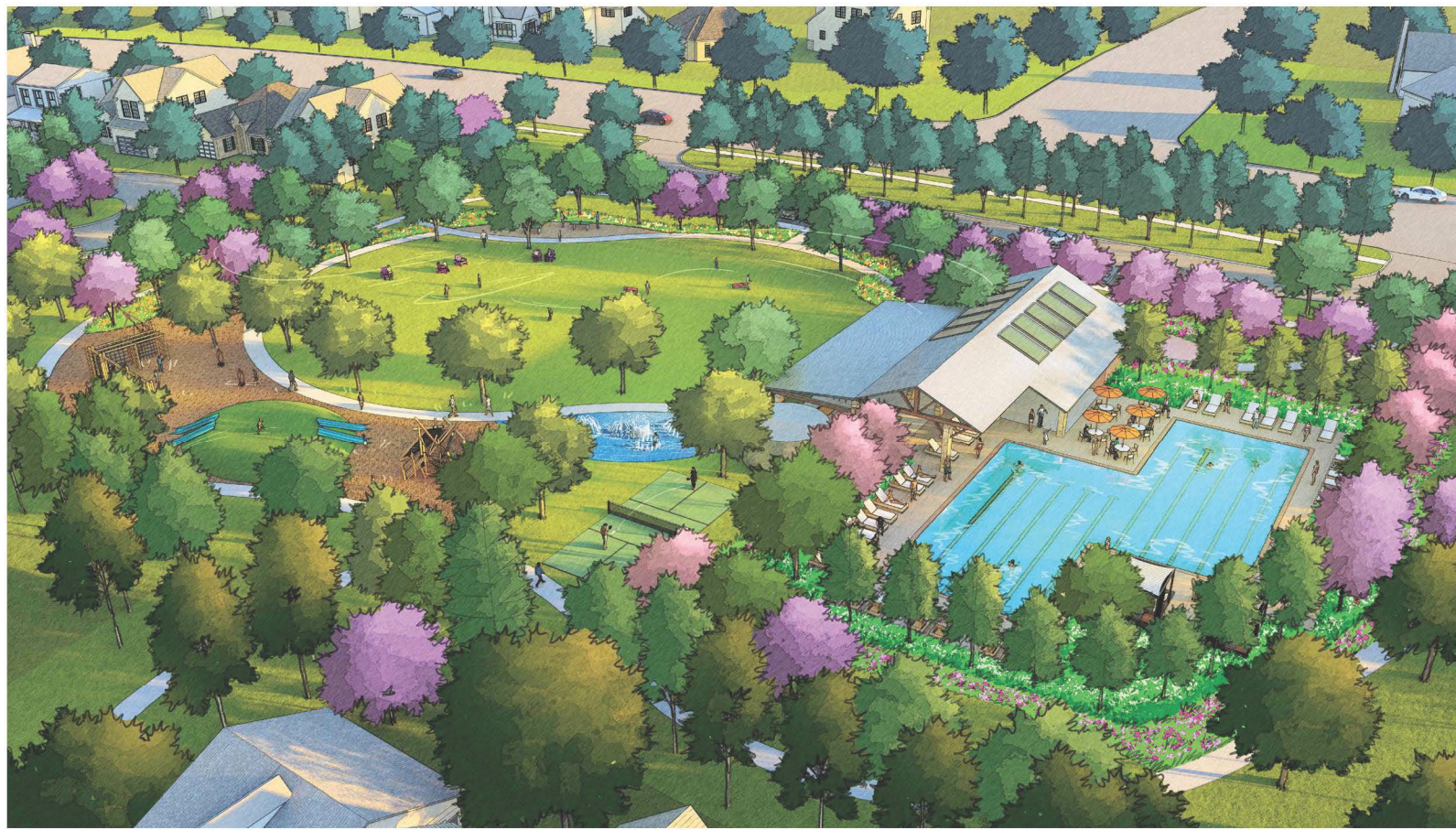




















**Exhibit E**

Approved Variances

## **Exhibit E**

### **Approved Variances**

1. On January 24, 2024 the Waller County Commissioners Court approved the following variance for Sofi Lakes LLC for the Sofi Lakes subdivision:

Variance from: Waller County Subdivision and Development Regulations, Section 3.4.7, requiring a 50-foot minimum lot width

Approved Variance: 40-foot minimum lot width, with lots ranging from 40 feet to 60 feet wide

2. On January 24, 2024 the Waller County Commissioners Court approved the following variance for Sofi Lakes LLC for the Sofi Lakes subdivision:

Variance from: Waller County Subdivision and Development Regulations, Appendix A, Engineering Design Standards, Section 4.3.5, requiring a minimum centerline radius of 650 feet on local streets

Approved Variance: minimum centerline radius of 300 feet on local streets

3. On January 24, 2024 the Waller County Commissioners Court approved the following variance for Sofi Lakes LLC for the Sofi Lakes subdivision:

Variance from: Waller County Subdivision and Development Regulations, Appendix A, Engineering Design Standards, Section 4.3.4, requiring cul-de-sacs to have a minimum right-of-way of 70 feet (radius)

Approved Variance: minimum right-of-way of 60 feet (radius)

**Exhibit F**

Statutory Verifications



## Exhibit F

1.1 Anti-Boycott Verification. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code. As used in the foregoing verification, ‘boycott Israel’ means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands ‘affiliate’ to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 1.1 shall survive termination of the Agreement until the statute of limitations has run.

1.2 Verification under Chapter 2252, Texas Government Code. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer’s internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,  
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or  
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Developer understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 1.2 shall survive termination of the Agreement until the statute of limitations has run.

1.3 No Discrimination Against Fossil-Fuel Companies. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the Issuer to comply with such Section. As used in the foregoing verification, “boycott energy companies” shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. The Developer understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Developer within the

meaning of SEC Rule 133(f), 17 C.F.R. §230.133(f), and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 1.3 shall survive termination of the Agreement until the statute of limitations has run.

1.4 No Discrimination Against Firearm Entities and Firearm Trade Associations. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, ‘discriminate against a firearm entity or firearm trade association: (a) means, with respect to the firearm entity or firearm trade association, to: (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (b) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association. As used in the foregoing verification, (a) ‘firearm entity’ means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and (c) ‘firearm trade association’ means a person, corporation, unincorporated association, federation, business league, or business organization that: (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual); (ii) has two or more firearm entities as members; and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code. The Developer understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. §230.133(f), and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 1.4 shall survive termination of the Agreement until the statute of limitations has run.



**Exhibit G**

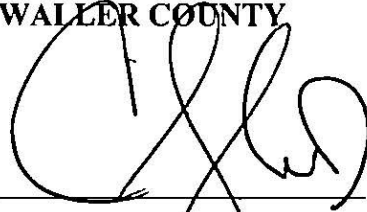
Memorandum of Agreement



## MEMORANDUM OF AGREEMENT

This is a Memorandum of Agreement of the Subdivision Development Agreement Between Waller County, Texas and Sofi Lakes LLC for Sofi Lakes Subdivision ("Agreement"). The Agreement, dated effective April 3, 2024, is identified as Contract ID # 240403-17 in the Official Public Records of Waller County, Texas. Notice is hereby given that the real property described in Exhibit A attached hereto and incorporated herein by this reference is subject to the Agreement. A copy of the Agreement may be obtained from the Waller County Clerk's Office.

WALLER COUNTY



Carbett "Trey" J. Duhon III

County Judge

4/3/2024

Date

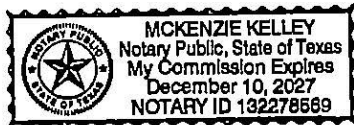
State of Texas §

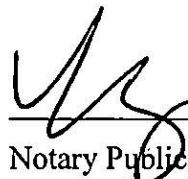
§

County of Waller §

§

This instrument was acknowledged before me on the 3rd day of April, 2024 by Carbett "Trey" J. Duhon III, Waller County Judge, on behalf of Waller County, Texas, a political subdivision of the State of Texas.



  
Notary Public, State of Texas

**622 SOFI LAKES LP**

A Texas limited partnership

By: Sofi Lakes LLC

A Texas limited liability company

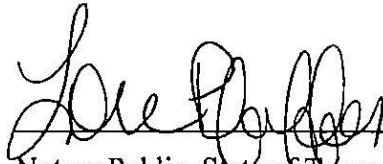
Its General Partner

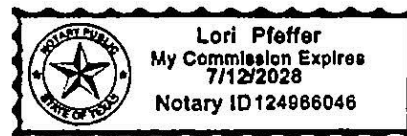
By:   
Sophia Filfil  
Chief Executive Manager

June 27<sup>th</sup>, 2024  
Date

State of Texas §  
§  
County of Walker §

This instrument was acknowledged before me on the 27<sup>th</sup> day of June, 2024 by Sophia Filfil, Chief Executive Manager of Sofi Lakes LLC, a Texas limited liability company and General Partner of 622 Sofi Lakes LP, on behalf of 622 Sofi Lakes LP.

  
Notary Public, State of Texas



**622.4 ACRES**  
**H. & T.C. R.R. SURVEY, BLOCK 113**  
**ABSTRACT No. 173**  
**WALLER COUNTY, TEXAS**  
**Page 2 of 2**

**THENCE**, South 01 degrees 59 minutes 45 seconds East, with the west line of said 57.8006 acre tract and the west line of said 575.411 acre tract, 5,220.24 feet to the **POINT OF BEGINNING** and containing 622.4 acres of land, with 4.33 acres within the right-of-way of Morrison Road.

This description was based on an on the ground survey in February, March and April of 2020 and prepared in conjunction with a survey map prepared by Baseline Corporation with the same date as this description.

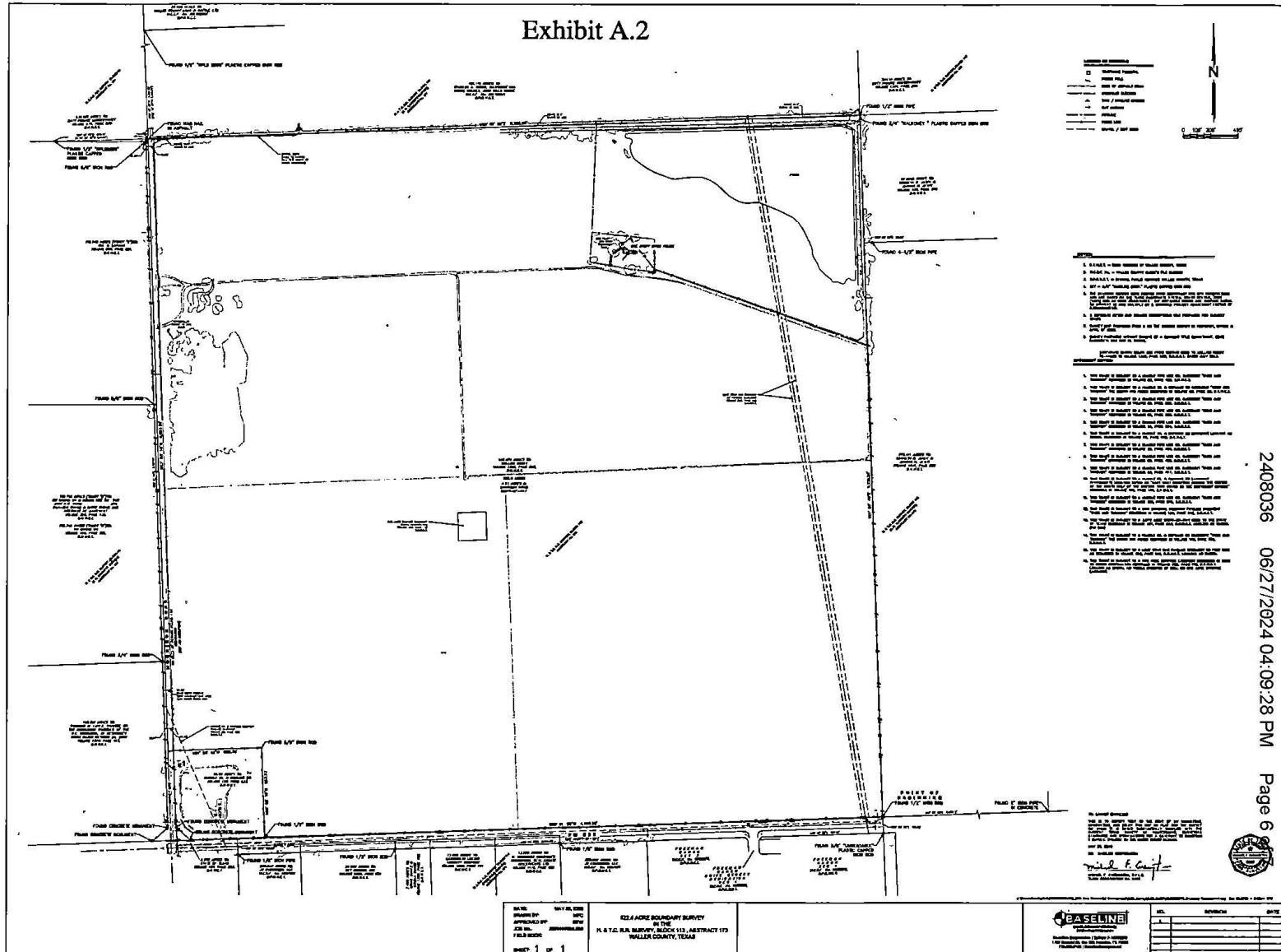
The bearings herein were derived from redundant RTK GPS observations and are based on the Texas Coordinate System, South Central Zone (4204) NAD 83 CORS adjustment. The distances shown are surface datum. To convert to grid multiply by a combined project adjustment factor of 0.999889861431.

May 20, 2020  
By: BASELINE CORPORATION  
TxSurv F-10030200

*Michael F. Carrington*

Michael F. Carrington, RPLS  
Texas Registration No. 5366





## FILED AND RECORDED

**Instrument Number: 2408036**

Filing and Recording Date: 06/27/2024 04:09:28 PM Pages: 7 Recording Fee: \$0.00

I hereby certify that this instrument was FILED on the date and time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS of Waller County,



A handwritten signature in black ink, reading "Debbie Hollan", is written over a horizontal line.

Debbie Hollan, County Clerk  
Waller County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

Marlene Arranaga, Deputy

Returned To:  
WALLER COUNTY

**Woodmere Development Company, Ltd.**  
a Texas limited partnership

By: [Signature]  
FM

STATE OF TEXAS

§

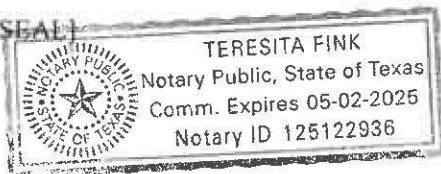
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COUNTY OF HARRIS

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This instrument was acknowledged before me on the 9th day of May, 2024, by Andrew Rue as Pres. Mgr. of Woodmere Dev, a \_\_\_\_\_, as \_\_\_\_\_ of Woodmere Development Company, Ltd., a Texas limited partnership.

[SEAL]



[Signature]  
Notary Public, State of Texas



**Item 19.**

**BUYBOARD 724-23**

|                       |                     |
|-----------------------|---------------------|
| <b>A. Base Price:</b> | <b>\$ 39,550.00</b> |
|-----------------------|---------------------|

| Code                          | Model Vehicle                                     |            |      |                                                 |             |
|-------------------------------|---------------------------------------------------|------------|------|-------------------------------------------------|-------------|
| CC10706                       | 2024 Chevrolet Tahoe (CC10706) 2WD 4dr Commercial |            |      |                                                 |             |
| Code                          | Options                                           | Bid Price  | Code | Options                                         | Bid Price   |
| CC10706                       | 2024 Chevrolet Tahoe (CC10706) 2WD 4dr            | \$9,075.00 | IOR  | Audio system, Chevrolet Infotainment 3 system.  | \$0.00      |
| AMF                           | Remote Keyless Entry Package                      | \$75.00    | L84  | Engine, 5.3L EcoTec3 V8                         | \$0.00      |
| 6J7                           | Flasher system, headlamp and taillamp, DR         | \$0.00     | MHU  | Transmission, 10-speed automatic                | \$0.00      |
| 9C1                           | Identifier for Police Package Vehicle             | \$0.00     | PXT  | Wheels, 20 x 9" (50.8 cm x 22.9 cm) steel"      | \$0.00      |
| AZ3                           | Seats, front 40/20/40 split-bench                 | \$0.00     | RC1  | Skid plate, front                               | \$0.00      |
| C6C                           | GVWR, 7400 lbs. (3357 kg)                         | \$0.00     | VK3  | License plate front mounting package            | \$0.00      |
| GAZ                           | Summit White                                      | \$0.00     | VZ2  | Speedometer calibration                         | \$0.00      |
| GU5                           | Rear axle, 3.23 ratio                             | \$0.00     | WUA  | Fascia, front high-approach angle               | \$0.00      |
| H1T                           | Jet Black, Cloth seat trim                        | \$0.00     | XCS  | Tires, 275/55R20SL all-season, blackwall, Fires | \$0.00      |
| Total of B. Published Options |                                                   |            |      |                                                 | \$ 9,150.00 |

| Unpublished Options              | Bid Price | Unpublished Options | Bid Price |
|----------------------------------|-----------|---------------------|-----------|
|                                  |           |                     |           |
|                                  |           |                     |           |
|                                  |           |                     |           |
|                                  |           |                     |           |
| Total of C. Unpublished Options: |           |                     | \$ -      |

**O. Total purchase price with coop fee (Prices and availability are subject to change without notice)**

**PRICES AND AVAILABILITY CAN CHANGE AT ANY TIME WITHOUT FURTHER NOTICE DUE TO SUPPLY CHAIN CHALLENGES. REVERIFY PRICING BEFORE ISSUING A PURCHASE ORDER. FINAL PRICE IS NOT CONFIRMED UNTIL VEHICLE ORDER IS ACCEPTED BY THE MANUFACTURER. ACKNOWLEDGE BY EMAIL RECEIPT THAT THE PURCHASE ORDER WAS RECEIVED BY USA AUTOMOTIVE PARTNERS, LLC. (CALDWELL COUNTRY CHEVROLET, ROCKDALE COUNTRY FORD dba CALDWELL COUNTRY FORD, CAMERON COUNTRY CDJR)**



t 800.749.5104  
2120 Park Pl. Suite 100  
El Segundo, CA 90245

# NEOGOV

| Contract Records       |                                                 | Order Details               |                                                                                     |
|------------------------|-------------------------------------------------|-----------------------------|-------------------------------------------------------------------------------------|
| Account Number:        | A-39526                                         | Order #:                    | Q-242409                                                                            |
| Customer:              | Waller County Sheriff's Office (TX)             | Valid Until:                | 3/31/2024                                                                           |
| Employee Count:        | 199                                             | Subscription Start Date:    | Last signature date, or as shown in grid below (as applicable), whichever is later. |
| Sales Rep:             | Casey Jones                                     | Subscription Term (months): | 12                                                                                  |
| Customer Contact       |                                                 |                             |                                                                                     |
| Billing Contact:       | Waller County Sheriff's Office (TX)             | Shipping Contact:           | Waller County Sheriff's Office (TX)                                                 |
| Billing Address:       | 100 R. Glenn Smith Drive<br>Hempstead, TX 77445 | Shipping Address:           | 100 R. Glenn Smith Drive<br>Hempstead, TX 77445                                     |
| Billing Contact Email: |                                                 | Shipping Contact Email:     |                                                                                     |
| Billing Phone:         |                                                 | Shipping Phone:             |                                                                                     |
| Payment Terms          |                                                 |                             |                                                                                     |
| Payment Term:          | Net 30                                          | Notes:                      |                                                                                     |
| PO Number:             |                                                 |                             |                                                                                     |
| Subscription Service   |                                                 |                             |                                                                                     |

| Item                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Type      | Start Date | End Date  | Qty | Total (USD) |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------------|-----------|-----|-------------|
| PowerPolicy Professional Subscription                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Recurring | 4/1/2024   | 3/31/2025 | 1   | \$11,340.00 |
| A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting. Quantity reflects one agency wide software-as-a-service subscription license up to the employee count specified above.                                                                                                                                                      |           |            |           |     |             |
| PowerPolicy Professional Setup (Onboarding)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Services  | —          | —         | 1   | \$1,540.00  |
| This package includes implementation services to ensure a successful setup and launch of PowerPolicy. An Implementation Consultant will be assigned to work with the customer's project leader and includes: Kickoff Call, Technical Set Up (User Import / SSO - if purchased), Document Upload Service, Group Structure Setup/Training, Workflow Setup/Training, Document Functionality Training, Training Module Setup/Training (if purchased), Standards Setup/Training (if purchased), and a Rollout Prep call. Once Implementation is complete, the customer will be transitioned to their Customer Success Manager. |           |            |           |     |             |
| PowerTraining                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Recurring | 4/1/2024   | 3/31/2025 | 1   | \$1,979.10  |
| A training solution that lets you create, deliver, and track training content online, including videos and PowerPoint presentations. It integrates with PowerPolicy Select and Professional, giving you the ability to attach policies to training courses while ensuring version control. Quantity reflects one agency wide software-as-a-service subscription license up to the employee count specified above.                                                                                                                                                                                                         |           |            |           |     |             |
| TOTAL:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |           |            |           |     | \$14,859.10 |
| Total:   \$14,859.10                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |           |            |           |     |             |

**This price does NOT include any sales tax. Total in USD**

#### Additional Terms and Conditions

**Payment Terms:** All invoices issued hereunder are **due upon the invoice due date**. The fees set forth in this Order Form are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to PowerDMS, Inc., a wholly owned subsidiary of GovernmentJobs.com, Inc. (D/B/A NEOGOV).

**Terms & Conditions:** This Order Form creates a legally binding contract on the parties. Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "**NEOGOV**") and Customer, this Order Form and the services to be furnished pursuant to this Order Form are subject to the terms and conditions set forth here: <https://www.neogov.com/service-specifications>. The Effective Date (as defined in the terms and conditions) shall be the Subscription Start Date.

#### Special Condition:



t 800.749.5104  
2120 Park Pl. Suite 100  
El Segundo, CA 90245

# NEOGOV

If this Order Form is executed and/or returned to NEOGOV by the Customer after the Subscription Start Date stated in this Order Form, NEOGOV may adjust the Subscription Start Date and the corresponding Subscription End Date, without increasing the total fees, based on the date NEOGOV activates the subscription, provided the total length of the subscription term does not change. Following activation, any adjustments to such Subscription Start Date and Subscription End Date may be confirmed by reference to the invoice sent by NEOGOV.

Accepted and Agreed By Authorized Representative of:  
**Waller County Sheriff's Office (TX)**

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

Printed Name: Carbett "Trey" J. Duhon, III

Title: County Judge

Date April 3, 2024

**THE INFORMATION AND PRICING CONTAINED IN THIS ORDER FORM IS STRICTLY CONFIDENTIAL.  
YOUR SIGNATURE CONSTITUTES ACCEPTANCE OF TERMS HEREIN AND  
CONTRACTUAL COMMITMENT TO PURCHASE THE ITEMS LISTED ABOVE.**

## SERVICES AGREEMENT

V071423

You agree that by placing an order through a NEOGOV standard ordering document such as an “Order Form”, “Service Order”, “Ordering Document”, “SOW” or other document mutually agreed by the parties detailing the services, pricing and subscription term (each, an “Order Form” for purposes of this Agreement), you agree to follow and be bound by the terms and conditions set forth herein. “Governmentjobs.com”, “NEOGOV”, “we”, and “our” means Governmentjobs.com, Inc. (D/B/A/ NEOGOV), for and on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, “NEOGOV” and, where applicable, its other affiliates; “Customer”, “you”, “your” means the NEOGOV client, customer, and/or the subscriber identified in the Order Form).

“Services Agreement” or the “Agreement” shall be used to collectively refer to this NEOGOV Services Agreement, documents incorporated herein including the applicable Order Form, each Addendum (as applicable), and Special Conditions (if any). “Addendum” means each Addendum set forth either as an Exhibit hereto or otherwise made available at <https://www.neogov.com/service-specifications> (the “NEOGOV Site”) and, as applicable, made a part of this Agreement. “Special Conditions” means individually negotiated variations, amendments and/or additions to this Service Agreement of which are either drafted, or incorporated by reference, into the Order Form.

1. **Provision of Services.** Subject to the terms of this Agreement NEOGOV hereby agrees to provide Customer with access to its SaaS Applications and Professional Services (each defined below) included or ordered by Customer in the applicable Order Form (collectively referred to as the “Services”). Customer hereby acknowledges and agrees that NEOGOV’s provision and performance of, and Customer’s access to, the Services is dependent and conditioned upon Customer’s full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the earlier of: (i) date of your signature on an applicable Order Form; or (ii) use of the Services commences (the “Effective Date”). The Agreement supersedes any prior and contemporaneous discussions, agreements or representations and warranties.
2. **SaaS Subscription.**
  - a) **Subscription Grant.** “SaaS Applications” means each proprietary NEOGOV web-based software-as-a-service application that may be set forth on an Order Form and subsequently made available by NEOGOV to Customer, and associated components as described in any written service specifications made available to Customer by NEOGOV (the “Service Specifications”). Subject to and conditioned on Customer’s and its Authorized Users’ compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (i) onboard, access and use, and to permit Authorized Users to onboard, access and use, the SaaS Applications specified in the Order Form solely for Customer’s internal, non-commercial purposes; (ii) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (iii) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the “SaaS Subscription”). “Authorized Users” means (1) Customer employees, agents, contractors, consultants (“Personnel”) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (2) for whom access to the Services has been purchased hereunder. You shall not exceed the usage limits (if any) as detailed in the user tier in the applicable Order Form. You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, you may not access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes. You shall be responsible for each Authorized User’s access to and use of the SaaS Applications and compliance with applicable terms and conditions of this Agreement.
  - b) **Subscription Term.** Unless otherwise specified in an applicable Order Form, SaaS Subscriptions shall commence on the Effective Date and remain in effect for twelve (12) consecutive months, unless terminated earlier in accordance with this Agreement (the “Initial Term”). Thereafter, SaaS Subscriptions shall automatically renew for successive twelve (12) month terms (each a “Renewal Term” and together with the Initial Term, collectively, the “Term”) unless a party delivers to the other party, at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party’s intention to not renew the SaaS Subscriptions, or unless terminated earlier in accordance with this Agreement. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. The purchase of any Service is separate from any other order for any other Service. Customer may purchase certain Services independently of other Services. Your obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service.
3. **Customer Responsibilities.** Customer will not, and will ensure its Authorized Users do not (a) make any of the Services available to anyone other than Authorized Users or use any Services for the benefit of anyone other than Customer and its Authorized Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make

available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, (e) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (f) attempt to gain unauthorized access to the Services or its related systems or networks, (g) disassemble, reverse engineer, or decompile the Services, or modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (h) remove the copyright, trademark, or any other proprietary rights or notices included within NEOGOV Intellectual Property and on and in any documentation or training materials, or (i) use the Services in a manner which violates the terms of this Agreement, any Order Form or any applicable laws.

4. **Professional Services.** “Professional Services” shall mean professional services purchased by Customer as detailed in an applicable Order Form or NEOGOV Scope of Work (SOW) describing the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Professional Services may include training, implementation, and best practices of and concerning the SaaS Applications. Professional Services are subject to the terms of the Professional Services Addendum made available on the NEOGOV Site and made a part hereof and may be subject to additional terms pursuant to an SOW and Service Specifications describing, if applicable, the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Order Forms or SOWs must be signed by Customer before NEOGOV shall commence work. If Customer executes a separate SOW, this Agreement and documents incorporated herein (including but not limited to the Professional Services Addendum) shall control in the event of a conflict with the terms of the SOW. All Professional Services purchased by Customer must be utilized within twelve (12) months of the date of the applicable Order Form or SOW.
5. **Payment Terms.**
  - a) **Fees.** Customer shall pay all Subscription, Onboarding and Set-Up fees (“Subscription Fees”) and Professional Service fees (“Professional Service Fees”, collectively the “Fees”) as set forth in an Order Form within thirty (30) days of the date of NEOGOV’s invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Unless explicitly stated otherwise in an Order Form, all payments due under an Order Form are expressed in and shall be paid in U.S. dollars. Invoices shall be delivered to the stated “Bill To” party on the Order Form. Unless explicitly provided otherwise, once placed the Order Form is non-cancellable and sums paid nonrefundable. Any invoiced amount that is not received by NEOGOV when due as set forth in an Order Form will be subject to a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is lower. If any amount owing by Customer is more than 30 days overdue, NEOGOV may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. If Subscription Fees are based upon the Authorized User or employee count as may be specified in an Order Form, Customer shall owe NEOGOV supplemental Subscription Fees to the extent Customer exceeds the number of Authorized Users or employees set forth in the Order Form. Except as otherwise specifically stated in the Order Form, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by providing Customer with new pricing at least thirty (30) day notice prior to commencement of a Renewal Term. The new pricing shall be deemed to be effective if Customer (a) returns an executed Order Form to NEOGOV, (b) remits payment to NEOGOV of the fees set forth in the invoice referencing the new pricing, or (c) the Customer or any of its Authorized Users access or use the Services after the expiration of the previous Term.
  - b) **Taxes.** Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV’s net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption within ten (10) days after the Effective Date of this Agreement and thereafter upon NEOGOV’s request therefor.
  - c) **Purchase Orders.** Any reference to a purchase order in an Order Form or any associated invoice is solely for Customer’s convenience in record keeping, and no such reference or any delivery of services to Customer following receipt of any purchase order shall be deemed an acknowledgement of or an agreement to any terms or conditions referenced or included in any such purchase order. If a purchase order is delivered by Customer in connection with the purchase of Services, none of the terms and conditions contained in such purchase order shall have any effect or modify or supersede the terms and conditions of this Agreement. NEOGOV’s failure to object to terms contained in any such purchase order shall not be a waiver of the terms set forth in this provision or in this Agreement.
6. **Term and Termination.**

- a) Term. This Agreement shall commence on the Effective Date and shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of Professional Services, unless it is terminated earlier in accordance with this Agreement.
- b) Termination for Cause; Effect of Termination. Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party's written specification of the breach. NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder pose a security risk to the Services, NEOGOV or any third party, or become illegal or contrary to any applicable law, rule, regulation, or public policy. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV Intellectual Property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement. Unless otherwise specified, following 90 days after expiration or termination of the Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice.
7. Audit Rights. Upon reasonable notice, NEOGOV or its agent shall have the right to audit Customer's records relating to its compliance with this Agreement. Customer shall cooperate fully with this audit. If any audit conducted under this Section indicates that any amount due to NEOGOV was underpaid, Customer shall within three (3) business days pay to NEOGOV the amount due. All expenses associated with any such audit shall be paid by NEOGOV unless the audit reveals underpayment in excess of five percent (5%), in which case Customer shall pay such expenses as well as any amount due to NEOGOV.
8. Maintenance; Modifications; Support Services. \
- a) Maintenance, Updates, Upgrades. NEOGOV maintains NEOGOV's hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation and NEOGOV database security. NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to customers and retains the right to offer Upgrades free of cost or on a per customer basis at additional cost. NEOGOV shall have no liability for, or any obligations to, investments in, or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services.
- b) Program Documentation; Training Materials. "Program Documentation" shall mean all user guides, training, and implementation material, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services. Primary training of NEOGOV Services is conducted by self-review of online materials. NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard features and functions (the "Training Materials"). The Training Materials may be used as reference material by Customer Personnel conducting day-to-day activities.
- c) Implementation. For Services requiring implementation, NEOGOV implementation supplements the Training Materials and is conducted off-site unless otherwise agreed in the Order Form. For an additional fee as detailed on an applicable Order Form, NEOGOV personnel will provide consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and use commercially reasonable efforts to ensure Authorized User Admins grasp the system. The length of the implementation time is dependent on the type of Service and the Customer's responsiveness. NEOGOV is not responsible or liable for any delay or failure to perform implementation caused in whole or in part by Customer's delay in performing its obligations hereunder and, in the event of any such delay, NEOGOV may, in its sole discretion, extend all performance dates as NEOGOV deems reasonably necessary.
- d) Support. Phone support for the Services is available to Customer Monday through Friday, excluding NEOGOV holidays. Customer may submit a request for online support for the Services 24 hours a day, seven days a week, and the NEOGOV support desk will acknowledge receipt of the request within a reasonable time. The length of time for a resolution of any problem is dependent on the type of case.
- e) Limitations. Unless otherwise specified in the Order Form, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual

data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.

9. NEOGOV Intellectual Property. NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the “NEOGOV Intellectual Property”). This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. Other than recommendation use or as required by law, all use of NEOGOV trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.

10. Data Processing and Privacy.

- a) Customer Data. “Customer Data” shall mean all data that is owned or developed by Customer, whether provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV’s provision of Services to Customer, including Personnel data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV Intellectual Property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term “Customer Data”. Customer exclusively owns all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. NEOGOV reserves the right to delete or disable Customer Data stored, transmitted or published by Customer using the Services upon receipt of a bona fide notification that such content infringes upon the intellectual property rights of others, or if NEOGOV otherwise reasonably believes any such content is in violation of this Agreement.
- b) Platform Data. “Platform Data” shall mean any anonymized data reflecting the access to or use of the Services by or on behalf of Customer or any user, including statistical or other analysis and performance information related to the provision and operation of the Services including any end user visit, session, impression, clickthrough or click stream data, as well as log, device, transaction data, or other analysis, information, or data based on or derived from any of the foregoing. NEOGOV shall exclusively own all right, title and interest in and to all Platform Data. Customer acknowledges NEOGOV may compile Platform Data based on Customer Data input into the Services. Customer agrees that NEOGOV may use Platform Data to the extent and in the manner permitted under applicable law. Such anonymized data neither identifies Customer or its users, nor can Customer or any its users can be derived from such data.
- c) Data Processing Agreement. To the extent Customer uses the Services to target and collect personal information from users located in the European Union, European Economic Area, or Switzerland (the “EU”) or the United Kingdom (“UK”), or has Authorized Users accessing the Services from the EU or UK, the terms of the NEOGOV Data Processing Addendum (“DPA”) made available on the NEOGOV Site is hereby incorporated herein by reference and made part of this Agreement.
- d) Data Responsibilities.
- i) NEOGOV will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by NEOGOV personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing. Customer acknowledges and agrees that it is commercially reasonable for NEOGOV to rely upon the security processes and measures utilized by NEOGOV’s cloud infrastructure providers.
- ii) Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data, including but not limited to compliance with applicable laws. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Without limiting the foregoing, Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (a) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (b) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (c) the collection, use, modification, alteration, extraction, retention, copying, external storage, disclosure, transfer, disposal, and other processing of any Customer Data. NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless

otherwise mutually agreed in writing, Customer shall not maintain any financial, health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services. Customer shall provide and institute all appropriate tools and procedures required to ensure the security of its own information system and, more specifically, to prevent, detect and destroy the occurrence of any viruses.

- e) **Breach Notice.** NEOGOV will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within its custody and control (a “Security Breach”) within 72 hours of NEOGOV’s confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. If applicable law or Customer’s policies require notification of its Authorized Users or others of the Security Breach, Customer shall be responsible for such notification.
  - f) **Data Export, Retention and Destruction.** Customer may export or delete Customer Data from the Services at any time during a Subscription Term, using the existing features and functionality of the Services. Customer is solely responsible for its data retention obligations with respect to Customer Data. If and to the extent Customer cannot export or delete Customer Data stored on NEOGOV’s systems using the then existing features and functionality of the Services, NEOGOV will, upon Customer’s written request, make the Customer Data available for export by Customer or destroy the Customer Data. If Customer requires the Customer Data to be exported in a different format than provided by NEOGOV, such additional services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, NEOGOV will have no obligation to maintain or provide any Customer Data more than ninety (90) days after the expiration or termination of this Agreement. Customer acknowledges that it is solely responsible for determining any retention requirements with respect to the Customer Data as required by applicable law and NEOGOV disclaims all liability in connection with such determination. In addition, to the extent Customer requests that NEOGOV retain Customer Data beyond the expiration of the retention period required by applicable law, rule or regulation, NEOGOV disclaims all liability in connection with retaining such Customer Data including but not limited to any claims related to loss or destruction of such Customer Data.
11. **Third Party Services.** The Services may permit Customer and its Authorized Users to access services or content provided by third parties through the Services (“Third Party Services”). Customer agrees that NEOGOV is not the original source and shall not be liable for any inaccuracies contained in any content provided in any of the Third Party Services. NEOGOV makes no representations, warranties or guarantees with respect to the Third Party Services or any content contained therein. NEOGOV may discontinue access to any Third Party Services through the Services if the relevant agreement with the applicable third party no longer permits NEOGOV to provide such access. If loss of access to any Third Party Services (to which Customer has a subscription under this Agreement) occurs during a Subscription Term, NEOGOV will refund to Customer any prepaid fees for such Third Party Services covering the remainder of the Subscription Term.
12. **Nondisclosure.**
- a) **Definition of Confidential Information.** “Confidential Information” means all information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer’s Confidential Information includes its Customer Data. NEOGOV Confidential Information includes the NEOGOV Intellectual Property and the Services. The Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.
  - b) **Obligations.** The Receiving Party will: (i) use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein.
  - c) **Exceptions.** The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the



extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

- d) Equitable Relief. The parties recognize and agree there is no adequate remedy at law for breach of the provisions of the confidentiality obligations set forth in this Section 12, that such a breach would irreparably harm the Disclosing Party and the Disclosing Party is entitled to seek equitable relief (including, without limitation, an injunction) with respect to any such breach or potential breach in addition to any other remedies available to it at law or in equity.

### 13. Representations, Warranties, and Disclaimers.

- a) Mutual Representations. Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.
- b) Service Performance Warranty. NEOGOV warrants that it provides the Services using a commercially reasonable level of care and skill and in a professional manner in accordance with generally recognized industry standards for similar services.
- c) No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.
- d) Disclaimer of Actions Caused by and/or Under the Control of Third Parties. NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS OR WITH RESPECT TO ANY THIRD PARTY SERVICES.
- e) No Medical Advice. Through certain Services, NEOGOV may make certain telehealth related information available to Customer and/or facilitate user access to telemedicine, expert medical services, and/or emergency medical services. NEOGOV is independent from healthcare providers who provide telemedicine services and is not responsible for such healthcare providers' acts, omissions or for any content or communications made by them. The Services do not provide medical advice and do not create a healthcare provider/patient relationship between Customer and NEOGOV or otherwise. Any Services, or content accessed from the Services, are for informational purposes only and do not constitute medical advice. Customer should seek professional medical advice, diagnosis, and/or treatment for any and all medical conditions, whether as a result of using Services or otherwise. NEOGOV IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS OR ANY OTHER TREATMENT OR INFORMATION THAT CUSTOMER OR ITS USERS MAY OBTAIN THROUGH THE USE OF THE SERVICES.

### 14. Indemnification.

- a) Customer Indemnity. To the extent permitted by applicable law, Customer will defend and indemnify NEOGOV from and against any claim, demand, suit or proceeding made or brought against NEOGOV (i) by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, (ii) in connection with Customer's violation of any applicable laws, or (iii) any claim or allegation by any third party resulting from or related to Customer's or any of its Authorized User's breach of Section 3 of this Agreement.
- b) NEOGOV Indemnity. Subject to subsections 14(b)(i) through 14(b)(iii) and 14(c) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer

infringes a third party's intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV.

- i) Alternative Resolution. If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.
- ii) No Duty to Indemnify. NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights.
- iii) Exclusive Remedy. This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.
- c) Indemnification Procedures. In order to receive the indemnities described hereunder, the indemnified party must: (i) promptly notify the indemnifying party, in writing, of any claim; (ii) cooperate reasonably with indemnifying party, at the indemnifying party's expense, in the defense and/or settlement thereof; and (iii) allow the indemnifying party to control the defense and/or settlement thereof except that the indemnifying party may not, without the indemnified party's prior written consent, enter into any settlement that does not unconditionally release the indemnified party from liability. The indemnified party shall have the right to participate in any defense of a claim and/or to be represented by counsel of its own choosing at its own expense, provided that ultimate control of such defense shall remain solely with the indemnifying party.

#### 15. Limitations of Liability.

- a) EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, INCLUDING FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, OR LOSS OF REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- b) CAP ON MONETARY LIABILITY. EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, OR CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER IN CONNECTION WITH THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE EVENT INITIALLY GIVING RISE TO SUCH LIABILITY. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT.

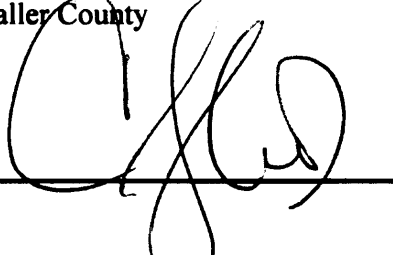
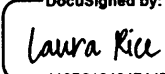
16. **Reimbursement of Costs in Third Party Litigation.** With respect to any litigation or other court proceeding involving Customer and a third party, if any subpoena or other legally binding request related to such litigation or court proceeding is served to NEOGOV requesting copies of documents maintained by NEOGOV or otherwise requesting NEOGOV to appear as a witness in any capacity or provide testimony with respect to Customer's documentation, Customer shall reimburse NEOGOV for its out-of-pocket costs associated with compliance with such request, including but not limited to NEOGOV's reasonable attorneys' fees.
17. **Text Message Communications.** NEOGOV may offer Personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, or other human resource related notices. Since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those providers. NEOGOV may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. NEOGOV shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. NEOGOV cannot vouch for the technical capabilities of any third parties to receive such text messages. To the extent you utilize text messaging features, NEOGOV shall not be responsible for your use of such features, and you shall indemnify NEOGOV with respect to any damages resulting from your use including but not limited any violations of applicable law. NEOGOV MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO: (i) THE AVAILABILITY OF TELECOMMUNICATION SERVICES; (ii) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (iii) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS, OR SETTINGS CONNECTED WITH THE SERVICES.
18. **Publicity.** Unless otherwise provided in the applicable Order Form, NEOGOV may identify Customer as one of its customers and use Customer's logo for such purposes, subject to any trademark usage requirements specified by Customer.
19. **Force Majeure.** Except for Customer's payment obligations to NEOGOV, neither party shall be liable for any damages, costs, expenses or other consequences incurred by the other party or by any other person or entity for any act, circumstance, event, impediment or occurrence beyond such party's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, pandemic, military action or usurped power; (h) actions or failures to act on the part of a governmental authority; (i) internet service interruptions or slowdowns, vandalism or cyber-attacks, or (j) any other cause beyond the reasonable control of such party.
20. **Independent Contractor; No Third Party Beneficiary; Fulfillment Partners.** The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not. NEOGOV may designate any third-party affiliate, or other agent or subcontractor (each a "Fulfillment Partner"), without notice to, or the consent of, Customer, to perform such tasks and functions to complete any Services.
21. **Entire Agreement; Amendment; Addendum.** This Services Agreement, the Exhibits hereto, each Addendum (as may be applicable pursuant to the terms therein) and documents incorporated herein, the applicable Order Form, and Special Conditions (if any) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. It is expressly agreed that the terms of this Agreement and any NEOGOV Order Form shall supersede the terms in any non-NEOGOV purchase order or other ordering document. Notwithstanding the foregoing, any conflict of terms shall be resolved by giving priority in accordance with the following order: 1) Special Conditions (if any), 2) NEOGOV Order Form, 3) the NEOGOV Services Agreement, and 4) incorporated documents (including the Exhibits and each applicable Addendum). This Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Services. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the parties to be bound. If you are subscribing for the HRIS or PowerEngage Platform, you hereby specifically agree to the terms of the applicable Addendum set forth on the NEOGOV Site.
22. **General.**
- a) **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state of California, without giving effect to conflict of law rules. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Los Angeles, California.

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- b) **Severability.** If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect. Provisions that survive termination or expiration are those relating to, without limitation, accrued rights to payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability, and others which by their nature are intended to survive.
- c) **Notices.** All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Order Form and (ii) NEOGOV at the address specified in the applicable Order Form.
- d) **Waiver.** The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument.
- e) **Electronic Delivery.** Delivery of a copy of this Agreement or an Order Form bearing an original signature by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.
- f) **Assignment.** Customer may not assign this Agreement without the express written approval of NEOGOV. Any attempt at assignment in violation of this Section shall be null and void.
- g) **Construction.** The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, addendum, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.
- h) **Subcontractors.** For purposes of this Agreement, including any subsequent documentation requested by Customer pursuant to this Agreement, subcontractors are those specifically hired to provide to NEOGOV some or all of the services that are the subject of this Agreement and who will have access to Customer personal data, and does not include the general provision of services or utilities which are also provided to NEOGOV's other customers as well as Customer.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date set forth below, and consent to the Agreement.

|                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                           |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p align="center"><b>Customer</b></p>                                                                                                                                                                                                                    | <p><b>GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360)</b></p>                                               |
| <p>Entity Name: <b>Waller County</b></p> <p>Signature: </p> <p>Print Name: <b>Carbett "Trey" J. Duhon, III<br/>County Judge</b></p> <p>Date: <b>April 3, 2024</b></p> | <p>DocuSigned by:<br/> <br/>       418B916484744BA...</p> <p>Signature: _____</p> <p>Print Name: <b>Laura Rice</b></p> <p>Date: <b>4/5/2024   11:56:39 AM PDT</b></p> |

**Exhibit A**  
**Government Customer Addendum**

If Customer is a Government Customer, the following Government Customer Addendum (“Government Addendum”) forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this Addendum and any other provision of the Services Agreement, the terms of this Government Addendum shall control. For purposes hereof, a “Government Customer” means a Customer which is a (a) U.S. Federal agency, (b) state government, agency, department, or political subdivision (including a city, county or municipal corporation), or (c) instrumentality of any of the foregoing (including a municipal hospital or municipal hospital district, police or fire department, public library, park district, state college or university, Indian tribal economic development organization, or port authority).

1. **Applicability.** The provisions of this Addendum shall apply only if Customer is a Government Customer under the Services Agreement.
2. **Termination for Non-Appropriation of Funds.** If Customer is subject to federal, state or local law which makes Customer’s financial obligations under this Services Agreement contingent upon sufficient appropriation of funds by the applicable legislature (or other appropriate governmental body), and if such funds are not forthcoming or are insufficient due to failure of such appropriation, then Customer will have the right to terminate the Services Agreement at no additional cost and with no penalty by giving prior written notice documenting the lack of funding. Customer will provide at least thirty (30) days advance written notice of such termination. Customer will use reasonable efforts to ensure appropriated funds are available. It is expressly agreed that Customer shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its fiscal operations. If Customer terminates the Services Agreement under this Section 2, Customer agrees not to replace the Services with functionally similar products or services for a period of one year after the termination of the Services Agreement.
3. **Indemnification.** If Customer is prohibited by federal, state or local law from agreeing to hold harmless or indemnify third parties, Section 14(a) and the indemnification provision included in Section 17 of the Services Agreement shall not apply to Customer, to the extent disallowed by applicable law.
4. **Open Records.** If the Customer is subject to federal or state public records laws, including laws styled as open records, freedom of information, or sunshine laws (“Open Records Laws”) the confidentiality requirements of Section 12 of the Services Agreement apply only to the extent permitted by Open Records Laws applicable to the Customer. This Section is not intended to be a waiver of any of the provisions of the applicable Open Records Laws, including, without limitation, the requirement for the Customer to provide notice and opportunity for NEOGOV to assert an exception to disclosure requirements in accordance with the applicable Open Records laws.
5. **Cooperative Purchasing.** As permitted by law, it is understood and agreed by Customer and NEOGOV that any (i) federal, state, local, tribal, or other municipal government (including all administrative agencies, departments, and offices thereof); (ii) any business enterprise in which a federal, state, local, tribal or other municipal entity has a full, majority, or other controlling interest; and/or (iii) any public school (including without limitation K-12 schools, colleges, universities, and vocational schools) (collectively referred to as the “New Entity”) may purchase the Services specified herein in accordance with the terms and conditions of this Agreement. It is also understood and agreed that each New Entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the New Entity and NEOGOV. With respect to any purchases by a New Entity pursuant to this Section, Customer: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of NEOGOV, or such New Entity; (ii) shall not be obligated, liable or responsible for any order made by New Entities or any employee thereof under the agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any New Entity to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the agreement. Termination of this Agreement shall in no way limit NEOGOV from soliciting, entering into, or continuing a contractual relationship with any New Entity. Any New Entity who purchases Services under this Section hereby represents that it has the authority to use this Services Agreement for the purchase and that the use of the Services Agreement for the purchase is not prohibited by law or procurement regulations applicable to the New Entity.
6. **Subcontractors.** For purposes of this Agreement, including any subsequent documentation requested by Customer pursuant to this Agreement, the term “subcontractors” shall exclude subcontractors (i) who perform routine software development and maintenance services which are not specific to the Customer, (ii) subcontractors who will not have any

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access to Customer Data, and (iii) subcontractors who have access to Customer Data solely within NEOGOV's or Customer's systems.

**Exhibit B**  
**Integration Terms Addendum**

NEOGOV offers integrations and platform APIs for integrations to third party systems (“Integration Services”). Customer may use only those Integration Services purchased or subscribed to as listed within the NEOGOV Order Form. The following terms (the “Integration Terms Addendum”) shall apply to the extent that Customer utilizes a system integration between the Services and either: (a) an affiliated integrated service, including those found at <https://api.neogov.com/connect/marketplace.html> and/or <https://apidocs.powerdms.com> (“Affiliated API”) or to the extent that Customer utilizes a system integration between the Services and an unaffiliated third-party service (“Customer Application”) integrated using NEOGOV’s open API (“Open API”). Integration Services are not available for HRIS Services and this Exhibit B shall not apply to HRIS Services.

1. **Provision of Integrations.** Subject to and conditioned on compliance with all terms and conditions set forth in this Agreement, NEOGOV hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the applicable Term to use and/or access the Affiliated API as described in this Agreement, or the Open API for communication between Customer’s human resource related third application(s) that will interoperate with NEOGOV Services (collectively these uses shall be referred to as the “API” or “Integration”). Customer acknowledges there are no implied licenses granted under this Agreement. NEOGOV reserves all rights that are not expressly granted. Customer may not use the API for any other purpose without our prior written consent. Customer may not share the API with any third party, must keep the API and all log-in information secure, and must use the API key as Customer sole means of accessing the API.
2. **Integration Intellectual Property.** All right, title, and interest in the API and any and all information, data, documents, materials, inventions, technologies, know-how, descriptions, requirements, plans, reports, works, intellectual property, software, hardware, systems, methods, processes, and inventions, customizations, enhancements, improvements and other modifications based on or derived from the API are and will remain, as appropriate, with NEOGOV. All right, title, and interest in and to the third-party materials, including all intellectual property rights therein, are and will remain with their respective third-party rights holders subject to the terms and conditions of the applicable third-party license agreements. Customer has no right or license with respect to any third-party materials except as expressly licensed under such third-party license agreements.
3. **Integration Terms of Use.** Except as expressly authorized under this Agreement, you may not remove any proprietary notices from the API; use the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; combine or integrate the API with any software, technology, services, or materials not authorized by NEOGOV; design or permit Customer Application(s) to disable, override, or otherwise interfere with any NEOGOV-implemented communications to end users, consent screens, user settings, alerts, warning, or the like; use the API in any of Customer Application(s) to replicate or attempt to replace the user experience of the Services; or attempt to cloak or conceal Customer identity or the identity of Customer Application(s) when requesting authorization to use the API.
4. **Customer Integration Responsibilities.** Customer, Customer developed web or other software services or applications, and Customer third-party vendors that integrate with the API (collectively the “Customer Applications”), shall comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on <https://api.neogov.com/connect/index.html> and/or <https://apidocs.powerdms.com> from time to time. In addition, Customer will not use the API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email (“spam”), multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities.
5. **Cooperation.** If applicable, Customer shall timely provide such cooperation, assistance, and information as NEOGOV reasonably requests to enable the API. NEOGOV is not responsible or liable for any late delivery or delay or failure of performance caused in whole or in part by Customer’s delay in performing, or failure to perform, any of its obligations under this Agreement. NEOGOV will provide Customer maintenance and support services for API issues arising from the information technology designed, developed, and under then current control of NEOGOV. NEOGOV shall have no obligation to provide maintenance or support for issues arising from the inaction or action of Customer or third parties of which are outside NEOGOV control.
6. **Provision of Open API.** In the event license fees or other payments are not due in exchange for the right to use and access the Open API, you acknowledge and agree that this arrangement is made in consideration of the mutual covenants set forth

in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein. Notwithstanding the foregoing, NEOGOV reserves the right to charge for access with effect from the start of each Renewal Term by giving Customer at least ninety (90) day notice prior to commencement of a Renewal Term.

7. **API Key.** In order to use and access the Open API, you must obtain an Open API key through the registration process. Customer agrees to monitor Customer Applications for any activity that violates applicable laws, rules and regulation, or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior. This Agreement does not entitle Customer to any support for the Open API. You acknowledge that NEOGOV may update or modify the Open API from time to time and at our sole discretion and may require you to obtain and use the most recent version(s). You are required to make any such changes to Customer Applications that are required for integration as a result of such Update at Customer sole cost and expense. Updates may adversely affect how Customer Applications communicate with the Services.
8. **Efficient Processing.** You must use efficient programming, which will not cause an overwhelming number of requests to be made in too short a period of time, as-determined solely by NEOGOV. If this occurs, NEOGOV reserves the right to throttle your API connections, or suspend or terminate your access to the Open API. NEOGOV shall use reasonable efforts to provide Customer notice and reasonable time to cure prior to taking such actions.
9. **Open API Limitations.** TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL NEOGOV BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE OPEN API; OR ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF FIFTY DOLLARS, EVEN IF NEOGOV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR NEOGOV WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.
10. **Open API Termination.** Notwithstanding the additional Termination rights herein, NEOGOV may immediately terminate or suspend Customer access to Open APIs in our sole discretion at any time and for any reason, with or without notice or cause. In addition, your Open API subscription will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.



**CUSTOMER INFORMATION**

Account Number 2481  
Customer ID 17076

Waller County  
425 FM 1488 Rd  
Hempstead TX, 77445  
USA

**CONTACTS**

| NAME              | EMAIL                   | PHONE      |
|-------------------|-------------------------|------------|
| Judge Terry Duhon | t.duhon@wallercounty.us | 9798267700 |
| Greg Henry        | ghenry@xpernet.com      | 7138164353 |

**LOCATIONS**

**SERVICE ADDRESS:** Waller County - Harris County 911 Hub Site to Hempstead Justice Center  
15503 Brown Rd  
Tomball TX 77377

**SERVICES**

One Time Charges:

| DESCRIPTION             | TERM LENGTH | QUANTITY | PRICE    | SUBTOTAL        |
|-------------------------|-------------|----------|----------|-----------------|
| Installation NRC (4375) |             | 1        | \$350.00 | \$ 350.00       |
|                         |             |          |          | <b>\$350.00</b> |

**SERVICES**

Monthly Recurring Charges:

| DESCRIPTION                                                            | TERM LENGTH | QUANTITY | PRICE    | SUBTOTAL          |
|------------------------------------------------------------------------|-------------|----------|----------|-------------------|
| AsFed Point to Point Intrastate Fiber Private Line SMB/SMB Node (4928) | 5 YEAR      | 2        | \$557.87 | \$1,115.74        |
|                                                                        |             |          |          | <b>\$1,115.74</b> |

**TOTAL**

Subtotal MRC:

\$1,115.74

Subtotal NRC:

\$ 350.00

Subtotal Charges:

\$1,465.74

**Total:****\$1,465.74**

\*MRC = MONTHLY RECURRING CHARGES

\*NRC = NON RECURRING CHARGES = ONE TIME INSTALLATION COSTS

\* **PRICING DOES NOT INCLUDE TAXES, SURCHARGES AND RECOVERY FEES** WHICH CAN BE FOUND AT <https://atronsolutions.com/wp-content/uploads/2020/01/CRS.pdf>

**Note: All Internet Accounts Include the following Services at NO CHARGE.**

- Gigabit Managed Router w/ 24x7x365 Proactive Monitoring
- Proactive Trouble Ticket Generation and Resolution
- Portal Access for Circuit Health, Statistics, Up/Down Status with Email notifications if requested
- White Glove ON SITE Professional Installation by Atron Technician for Test and Turnup of Managed Router after Carrier installation
- On Line Bill Center Portal for billing and ticketing in support of your account
- FULL (SLA) Service Level Agreement on All Broadband Services <https://atronsolutions.com/wp-content/uploads/2020/01/SLA.pdf>

**CUSTOMER SIGNATURE:**

CUSTOMER COMPANY NAME

Waller County

AUTHORIZED REPRESENTATIVE  
SIGNATURE

PRINTED NAME

Carbett "Trey" J. Duhon, III

DATE

1/29/2024

April 3, 2024

**SALES & SERVICE ORDER**

TERMS AND CONDITIONS: THIS SERVICE ORDER IS SUBJECT TO, GOVERNED BY, AND CONSTITUTES AN INTEGRAL PART OF THE MASTER SERVICES AGREEMENT TERMS & CONDITIONS ("AGREEMENT") WHICH CAN BE FOUND AT <https://atronsolutions.com/wp-content/uploads/2020/01/MSA.pdf> BY AND BETWEEN ATRON SOLUTIONS, LLC (SELLER) AND BUYER, AND EACH SERVICE ORDER SHALL, TOGETHER WITH THE AGREEMENT, BE DEEMED ONE, INTEGRATED AGREEMENT AND NOT AS SEPARATE SEVERABLE CONTRACTS. BY EXECUTING THIS AGREEMENT, BUYER ACKNOWLEDGES THAT THEY HAVE READ AND AGREE TO BE BOUND BY SUCH TERMS & CONDITIONS. THIS SERVICE ORDER WILL NOT BE FULLY IMPLEMENTED UNTIL THE BUYERS CREDIT HAS BEEN APPROVED, AND ATRON'S DENIAL OF BUYERS CREDIT SHALL AUTOMATICALLY CANCEL THIS SERVICE ORDER. ALL SERVICES PROVIDED IN ACCORDANCE WITH THE PROCESS AND PROCEDURES SET FORTH IN ATRON'S ACCEPTABLE USE POLICY, WHICH MAY BE FOUND AT <https://atronsolutions.com/wp-content/uploads/2020/01/AUP.pdf>. IN ADDITION TO ATRON'S SERVICE LEVEL AGREEMENT (SLA), WHICH MAY BE FOUND AT <https://atronsolutions.com/wp-content/uploads/2020/01/SLA.pdf>. **PRICING DOES NOT INCLUDE TAXES, SURCHARGES AND RECOVERY FEES** WHICH CAN BE FOUND AT <https://atronsolutions.com/wp-content/uploads/2020/01/CRS.pdf>. Terms of the Master Service Agreement are incorporated by reference into the Service Order.

**FIRST AMENDMENT TO  
INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT SERVICES  
BETWEEN WALLER COUNTY, TEXAS AND  
WALLER INDEPENDENT SCHOOL DISTRICT**

This First Amendment to Interlocal Agreement for Law Enforcement Services ("First Amendment") is made and entered into by and between WALLER COUNTY, TEXAS acting by and through its governing body, the Waller County Commissioners Court, and the WALLER INDEPENDENT SCHOOL DISTRICT acting by and through its governing body, the Waller Independent School District Board of Trustees.

**RECITALS:**

In September 2023, the District and the County entered into an Interlocal Agreement for Law Enforcement Services ("Agreement") for the County to provide law enforcement services to the District; and

The District desires to obtain additional services of the Waller County Sheriff; and

The County desires to provide additional services to the District.

**NOW THEREFORE**, the County and the District, in consideration of the mutual covenants and agreements contained herein, do mutually agree as follows:

For the remainder of the Term, the Agreement is amended as specified below. All remaining terms of the Agreement remain unchanged.

1. This third paragraph of the Recitals in the Agreement is replaced with the following:

"The District desires to obtain the services of the Waller County Sheriff to provide law enforcement services at Fields Store Elementary School, Turlington Elementary School, Jones Elementary School, and/or Waller High School in compliance and furtherance of House Bill 3 of the 88<sup>th</sup> Texas Legislative Session."

2. The definition of "Area" is replaced with the following:

"Collectively Fields Store Elementary School, Evelyn Turlington Elementary School, Jones Elementary School, and/or Waller High School, the real property on which each school sits, and any property that is owned, leased, rented, or otherwise under control of the District, and that is adjacent to said real properties, as shown in Exhibit A"

3. The definition of "School Resource Officer" is added to the Definitions as follows:

**"School Resource Officer:** has the meaning assigned by Occupations Code § 1701.601

4. Section 2.1 is replaced with the following:

“The County agrees to authorize the Sheriff to provide three (3) officers to devote seventy percent (70%) of their working time to provide law enforcement services to the District as School Resource Officers. Each School Resource Officer shall be assigned to a school within the Area and shall remain at the school daily during regular school hours. The Services include, but are not limited to: patrolling, preparing reports, appearing in court, investigating crimes, arresting persons, transporting suspects, protecting District property, protecting the safety and welfare of any person within the Area, and other duties detailed in Exhibit B, attached hereto and incorporated by reference.”

5. Section 2.9 is replaced with the following:

“Pursuant to Education Code § 37.081 (a-1), the jurisdiction of the School Resource Officers performing the Services under this Agreement is determined by the Board, as shown by Exhibit D that is attached hereto and incorporated by reference.”

6. Section 3.1 is replaced with the following:

“The District agrees to pay the County monthly installments of seventeen thousand nine hundred sixty-seven dollars and seventy-two cents (\$17,967.72) for the purposes of paying seventy percent (70%) of the full-time salary cost for three (3) law enforcement officers, equipping three (3) law enforcement officers, and utilizing three (3) equipped law enforcement vehicles for the remainder of the Term. This payment is in exchange for the Services provided by the Sheriff, and includes compensation for equipment, salaries, benefits, vacation, sick leave, and any additional expenses the County may incur in providing the Services under this Agreement. The District agrees to make payments on the total sum in installments, which are due and payable, without demand, on the following dates in the amounts set forth next to the dates:

|                |             |
|----------------|-------------|
| April 20, 2024 | \$17,967.72 |
| May 20, 2024   | \$17,967.72 |
| June 20, 2024  | \$17,967.72 |
| July 20, 2024  | \$17,967.72 |

The monthly installments are due and payable before 5:00 p.m. to the office of the County Treasurer. Payment may be made by electronic transfer to an account designated by the County.

Payment is due on April 20, 2024 or five (5) days after both parties execute this First Amendment, whichever is later.”

7. Section 4.6 is replaced with the following:

“In the event the Sheriff cannot or will not provide three (3) officers to devote seventy percent (70%) of their working time to performing Services for the District, the Sheriff must inform both the Commissioners’ Court and the District. The notice to the District must be in writing and in conformity with Paragraph 5.1. If the Sheriff does not provide Services to the District at any time after giving said notice to the District, the County shall refund any amount prepaid by the District for Services that were not provided to the District.”

8. Section 5.1 is replaced with the following:

“Any written notice required to be given under the provisions of this Agreement shall be deemed served when the notice is deposited in the mail, enclosed in a wrapper with the proper postage prepaid thereon. The written notice must be sent by certified mail, return receipt requested. Written notice must be given to the following parties at the following addresses:

To the County: **Waller County Commissioners’ Court**

Waller County Courthouse  
425 FM 1488, Suite 106  
Hempstead, TX 77445  
Attention: County Judge

with a copy to: **Waller County Sheriff’s Office**

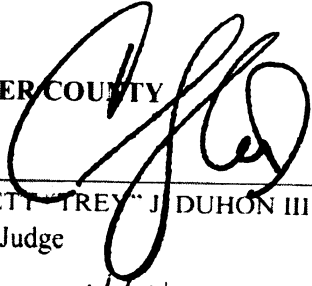
Waller County Sheriff  
100 Sheriff R. Glenn Smith Dr.  
Hempstead, TX 77445

To the District: **Waller Independent School District**

2214 Waller St.  
Waller, Texas 77484  
Attention: Kevin Moran”

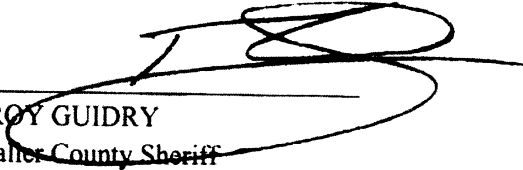
9. Exhibit A is replaced with the attached amended Exhibit A.
10. Exhibit D is added to the Agreement.

WALLER COUNTY

By   
CARBETT-TREY J. DUHON III  
County Judge

Date Signed: 4/3/24

APPROVED:

  
TROY GUIDRY  
Waller County Sheriff

ATTEST:

  
DEBBIE HOLLAN  
Waller County Clerk

ATTEST:

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Board Secretary

WALLER INDEPENDENT SCHOOL DISTRICT  
(District)

By \_\_\_\_\_  
Name: \_\_\_\_\_  
President, Board of Trustees

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

APPROVED AS TO FORM:

By \_\_\_\_\_  
Attorney for School

APPROVED:

By \_\_\_\_\_  
Superintendent of Schools

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

## OpenVoice Option

for:



## Waller County Library

Created By: Brent Blevins  
3/15/2024





## Contents

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## ICS: Company History

Founded in 1981, ICS is committed to establishing and maintaining a dynamic partnership with every customer. Extensive technology and service experience allows the ICS team to develop an understanding of each customer's unique technology requirements, and to respond to those requirements quickly and effectively.

When Dannie Simons founded ICS, he recognized the critical need for a technology company that could combine leading edge technology with top quality service and customer support. ICS's current position as an industry leader is based on those same principles, and on a determination to keep pace with an ever-changing industry, making the latest application solutions available to customers at all times.

Since 1981, ICS has built a team of professional voice and data specialists dedicated to the highest levels of customer support. ICS's pattern of steady growth reflects their commitment to keeping pace with the constantly evolving technology arena, and the dramatic expansion of the Texas business market. With offices in Austin, Houston and San Antonio, ICS is uniquely positioned to respond quickly and effectively to a wide range of customer equipment and service requirements.

ICS's technical staff undergoes rigorous factory training from a select group of manufacturers. They are kept constantly up-to-date on the latest product and service innovations. Installation and training personnel maximize solution performance by working with customers to achieve optimum user convenience and operational efficiency.

ICS takes the guesswork out of selecting a technology solution. By providing comprehensive information in advance, ICS enables the customer to make a fully informed decision based on a complete understanding of solution performance, pricing and service considerations. Since ICS is a single point of contact for your IT, Voice, Cabling, Video Surveillance and Video Conferencing, ICS understands your solutions for A to Z.

ICS understands the critical role technology plays in the smooth operation, growth and success of every business. By working with each customer to establish a technology strategy based on the highest quality product and service standards, ICS ensures optimum solution performance and customer satisfaction for years to come.



## The ICS Houston Advantage

### Locally Owned and Operated- International Reach

ICS is a local company with local service and sales personnel. Although ICS has more than 60 employees and 3000 customers, ICS management takes an open door approach to each customer and employee ensuring attention to detail and ultimate customer satisfaction. ICS has an extensive network of personnel to handle all of your National and International needs.

### Simple Up-Front Pricing

The telecommunication industry today has many providers and comparing platforms can be tough. Unfortunately with many solutions the price you see today might not be the total investment after the installation. Mitel gives our clients the best price up front without the guessing game. Why would you not give your business partners the best price up front?

### Over 36 Years of Experience

Founded in 1981, ICS has an extensive history of technology installations and outstanding customer service. ICS knows that outstanding customer service is the cornerstone to long term growth and profitability.

### Extensive Experience

Your installation team would include:

- Brent Blevins - Account Team Lead- 25 yrs
- James Smith- Sales Engineer- 25 yrs
- Chris Waggoner- Installation Manager- 16 yrs
- Donald Miles- Project Manager- 30 yr
- Keith Wukasch- Service Manager- 31 yrs
- Servicing Technicians Average- 21 yrs

### Over 4000 installations in the Region



## What Else Does ICS Do?

ICS will extend our other areas of expertise to all clients which might be a valuable resource for you in the future.



### Free Telecommunication and Network Evaluations

Are you paying market rate or should you be getting more bandwidth?



### Flat Fee IT Services

Partner with ICS to take the daily IT burden off of you so you can focus on your business.



### Video Conferencing Expertise: Cloud and On Premise Systems

ICS offers comprehensive video conferencing solution for every business need.



### Voice and Data Cabling

In house certified cabling teams to connect desktops, phones or even buildings



### Access Control and Video Surveillance

Protect your equipment, your business and most importantly your people.





Live IT, Breathe IT, Manage IT Item 26.

VOICE + FLAT FEE IT + VIDEO

## ICS: Products & Partnerships

By leveraging strong relationships with our partners, ICS is a turn-key one-stop shop for your business technology needs!

**SOPHOS**  
Cybersecurity made simple.

Gold  
**Microsoft**  
Partner  


**AVIGILON**  
a Motorola Solutions Company

**datto**

  
**vmware**

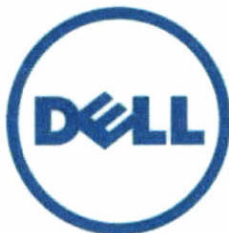
  
**Hewlett Packard**  
Enterprise

 **Mitel**

 **Polycom**

Powering connections

**aruba**  
NETWORKS

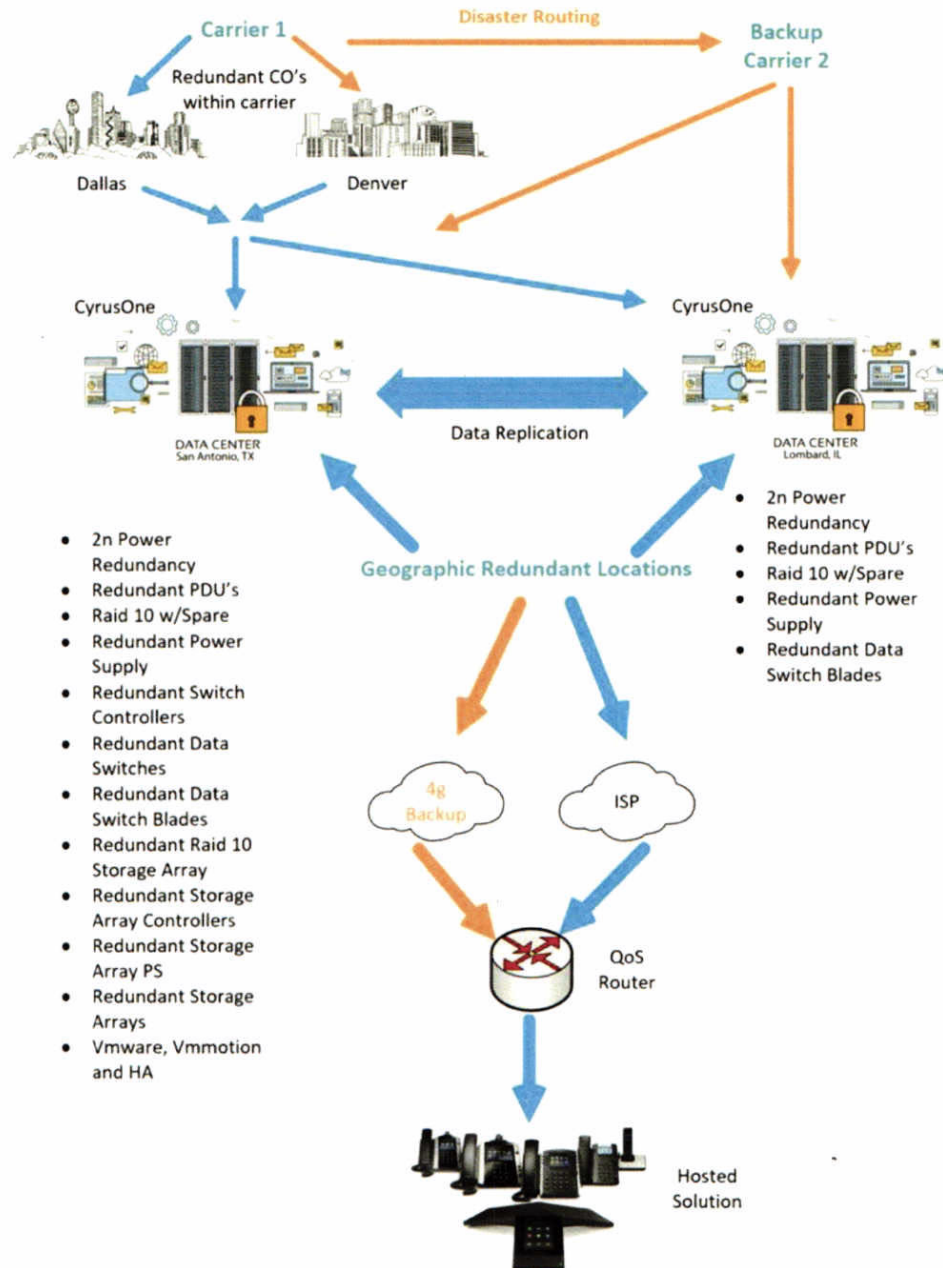


 **Meraki**

---

FLAT FEE IT - VOIP - CABLING - CLOUD SERVICES - DATA BACKUP  
SAN ANTONIO | HOUSTON | AUSTIN

## OpenVoice Redundancy Diagram





## ICS Warranty & Maintenance

ICS understands how important long term maintenance and support is to your organization. By enrolling in ICS's maintenance programs, you ensure that your organization maintains the highest service levels possible. ICS provides remote and on-site support with a flat monthly fee costs per month.

## Cloud Services

With ICS's Open Voice Cloud program, you receive our highest level of maintenance support throughout the term of the contract.

- No charge for parts or labor for on-site service related to ICS installed hardware or network services' malfunctions (if hardware is rented through ICS).
- No charge for remote support on service related items.
- Up to 15 minutes of support at no charge for move, add and change request. (if hardware is rented through ICS).
- Free replacement of any ICS supplied hardware for malfunctioning equipment (if hardware is rented through ICS).
- On-line end user video tutorials
- Highest tier service level over non-maintenance and non-managed services customers.
- Access to "How to Video" for Administration purposes.
- System software updates maintained at no additional charge.
- Service available 24 hours 365 days per year.
- No charge for after-hours emergency support.

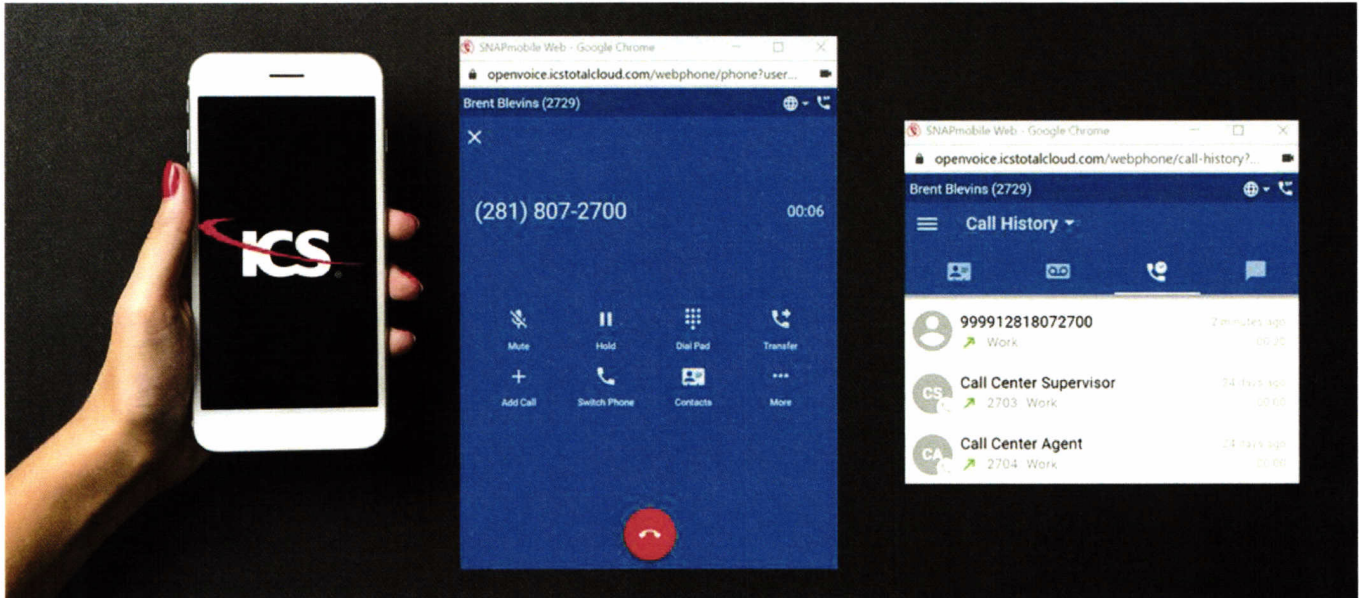
All of the above items are also applicable to customers who pay cash for hardware but utilize an ICS maintenance program for the hardware.

## System Recommendation- OpenVoice

| Description                                                                                                                                                                                                                                                                                                                                                                                                                 | Qty |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| <p><b>Desktop Client &amp; Softphone</b></p> <p>WebRTC compliant desktop software for calling, status, video, audio conferencing and other desktop features to supply a seamless and integrated desktop experience. The client is also a softphone- removing the requirement for a desktop phones for those ready to make the move.</p>  | 6   |



## System Recommendation- OpenVoice

| Description                                                                                                                                                                                                                                                                                            | Qty |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| <p><b>Mobile Client</b></p> <p>Mobile client to allow you to control calling and status from your smartphone. Make a remote user appear as an extension of your phone system just like they are in the office.</p>  | 6   |

System Recommendation- OpenVoice

| Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Qty |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| <p><b>Yealink 54W IP Phone</b></p> <p>Yealink SIP-T54W features an adjustable 4.3-inch color LCD screen that you can easily and flexibly find the comfortable viewing angle according to the personal and environmental needs. With the built-in Bluetooth 4.2 and the built-in dual band 2.4G/5G Wi-Fi, the SIP-T54W IP Phone ensures you to keep up with the modern wireless technology and take the first chance in the future wireless age. Its built-in USB 2.0 port allows for USB recording or a direct wired/wireless USB headset or up to three Yealink EXP50 expansion modules connection.</p> | 5   |



System Recommendation- OpenVoice

| Description                                                                                                                                                                                                                                                                                                                                                                                 | Qty |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| <p><b>Yealink 58W IP Phone</b></p> <p>Adopting the innovative Bluetooth handset, Yealink T58W Pro pervades wireless communication by allowing the user to move around freely and conveniently.</p> <p>The professional hardware and the cutting-edge acoustic algorithm of Yealink makes the T58W Series an expert at eliminating noise and keeping every conversation clear and focus.</p> | 1   |







## Project Overview - OpenVoice

### ICS Open Voice

#### Included in Your Open Voice Solution

- All DID's include Unlimited US and Canada Outbound Dialing
- All User Licenses Include
  - Unlimited Auto Attendants
  - Call Record
  - Unified Messaging and Voice Mail Box
  - Simultaneous Ring of Desk and Cell Phone
  - Desktop Client for Chat and Answer/Dialing of Calls
  - Call History
- Encrypted Telephone Calls for Remote Anywhere Capabilities Over the Internet
- Single Directory Listing
- Single Caller ID Name Identification
- Single e911 Per Customer
- Cloud Based Solution which Includes
  - ICS Maintaining all Server Hardware and Server
  - Solution Housed in Cyrus One CoLo Facility in San Antonio, TX
  - Redundant Hosts, Internet, Generator, Fiber and Fire Compression
  - Redundant Center in Cyrus One in Lombard, IL
- Open Standard SIP Phones
  - Work on any hosted solution
  - Industry leading SIP based Polycom phones

### Call Recording

#### Powerful Call Recording

- 10 GB of call recording included in the system solution
- Ability to search and tag calls
- Ability to expand call storage history for further retention
- Can search by Caller ID, extension number, dialed number, date, call tag

### Softphone & Web App



### **Chrome WebRTC Client**

- Included with every license
- Works via WebRTC
- Controls desktop phone
- Also can be a SIP phone
- Works on PC, tablet or phone

### **Mobile Phone Integration**

#### **Mobile Integration**

- Simultaneous ring of desk phone and mobile phone
- Ability to transfer calls between devices
- Mobile phone client

### **Built-in Audio Conferencing**

#### **Built-In Audio Conferencing Bridge**

- Built-in Audio conference bridge up to 1/4 of total users
- Allows secure audio conferencing with PIN



### ICS Open Voice - Financial Summary

| Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Monthly  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| <b>ICS OpenVoice- 60 Month</b><br>Monthly Payment Includes: <ul style="list-style-type: none"><li>• Unlimited US and Canada Outbound Dialing</li><li>• All User Licenses Include<ul style="list-style-type: none"><li>○ Unlimited Auto Attendants</li><li>○ Call Record</li><li>○ Unified Messaging and Voice Mail Box</li><li>○ Simultaneous Ring of Desk and Cell Phone</li><li>○ Desktop Client for Chat and Answer/Dialing of Calls</li><li>○ Call History</li></ul></li><li>• Encrypted Telephone Calls for Remote Anywhere Capabilities Over the Internet</li><li>• Directory Listing, Caller ID and e911 per DID</li><li>• Cloud Based Solution with Cloud Based Redundancy</li><li>• 1 - Yealink 58W phone with wireless handset</li><li>• 5 - Yealink 54W phones</li><li>• 1- Fax Number and Fax Adaptor</li></ul> | \$219.75 |

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## ICS Schedule A-Parts

### Waller County Library

Quote # 013249

#### OpenVoice Option

##### Prepared For:

Greg Henry  
2331 11th Street  
Hempstead, TX 77445

P: (979) 826-8282

E: ghenry@xpernet.com

##### Ship To:

Waller County Library  
2331 11th Street  
Hempstead, Texas 77445

#### ICS- Houston

##### Prepared By:

Brent Blevins  
8713 Fallbrook Dr  
Houston, Texas 77064

P: (281) 807-2709

E: bblevins@ics-com.net

#### Date Issued:

05.07.2024

#### Expires:

05.31.2024

| Part #                  | Description                                                                                                                                                                                                                                                     | Qty |
|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| CLOUSER60MNT            | One license required for each user. ICS Total Cloud Open User with Voice Mail, Unified Messaging, Desktop Application, Mobile Application, Mobile Integration, Single Number Notification, Call History and Call Record- NO DID INCLUDED. All customers have 10 | 6   |
| CLMAINNUMBERMNT         | Main number including a talk path and e911                                                                                                                                                                                                                      | 1   |
| CLTALKPATH60MNT         | Talk path including unlimited calling in the continental US and Canada. A minimum of 6 talk paths is provided to each client. One in the main number and 5 here. This is no charge unless you exceed 40% of total DID's but must be on the quote                | 3   |
| CLHTTPSFA60MNT          | HTTPS Faxing for High Volume, Critical Faxing. This works as an e-fax or you can add a CLFAXBRIDGEADAPTER to fax to a hard fax machine. Limited to 200 inbound and 200 outbound faxes until you receive a per fax charge of 4.9 cents per page.                 | 1   |
| CLSIPENCRYPTION60MNT    | *NEW* Encryption of SIP calls between the customer's office and the ICS CoLo. This is required for HIPAA, SOCs, PCI and other compliance methods. This takes the place of a VPN or private circuit.                                                             | 6   |
| CLYLSIPT54W             | Yealink SIP-T54W Prime Business Phone                                                                                                                                                                                                                           | 5   |
| CLYLSIPT58WPRO          | SIP-T58W Smart Media Android HD Phone with Wireless Handset                                                                                                                                                                                                     | 1   |
| CLFAXBRIDGEADAPTER60MNT | Fax Bridge Adapter for HTTPS Faxing                                                                                                                                                                                                                             | 1   |
| CLONSITEINSTALL60M      | On-Site Installation and Service for Primary Phones (Minimum Qty of 5)                                                                                                                                                                                          | 6   |
| CLONSITETRAINING60MN    | On-Site Training (Minimum Qty of 5)                                                                                                                                                                                                                             | 6   |
| CLMAINTENANCE           | Maintenance on All ICS Provided Hardware                                                                                                                                                                                                                        | 1   |

| Monthly Expenses Summary    | Amount          |
|-----------------------------|-----------------|
| Schedule Of Monthly Billing | \$219.75        |
| <b>Monthly Total:</b>       | <b>\$219.75</b> |

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Standard Terms and Conditions: <https://www.ics-com.net/standard-terms-and-conditions>

Quote Acceptance

ICS- Houston



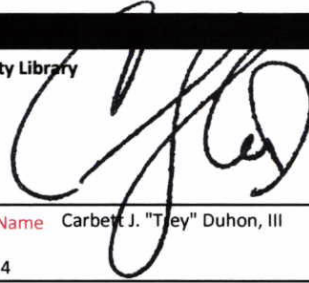
Brent Blevins

Signature / Name

05/07/2024

Date

Waller County Library



Signature / Name Carbett J. "Trey" Duhon, III

April 3, 2024

Date



Initials

AP Email Address



## AGREEMENT - TOTAL CLOUD VoIP- OPV, IaaS



|                                                               |                                                                                                                                                                                                                              |
|---------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Agreement Number: 013249V 1</b>                            |                                                                                                                                                                                                                              |
| Full Legal Name:<br><br><b>Waller County Library</b>          | Address:<br><br>2331 11th Street<br><br>Hempstead, TX 77445                                                                                                                                                                  |
| Vendor:<br><br><b>INNOVATIVE COMMUNICATIONS SYSTEMS, INC.</b> | ____ 2 Months Security Deposit<br><br><i>Deposit may be waived if customer agrees to an ICS initiated ACH on or about the 10th of each month.</i><br><br>____ Other - Waived<br><br>____ TOTAL "OTHER" SECURITY DEPOSIT ____ |
| EQUIPMENT LOCATION (If different than attached Schedule A):   | <b>EQUIPMENT AND PAYMENT TERMS</b><br><br>TYPE, MAKE, MODEL NUMBER, SERIAL NO. & INCLUDED ACCESSORIES<br><br><u>SEE ATTACHED SCHEDULE A</u>                                                                                  |
| TERM IN MONTHS: 60                                            | MONTHLY PAYMENT AMOUNT (INCLUDES VENDOR CLOUD SERVICES FEES):<br><br>\$219.75 per month                                                                                                                                      |

We have written this Agreement in plain language because we want you to fully understand its terms. Please read your copy carefully and feel free to ask us any questions you may have about it. We use the words you and your to mean you, the customer. The words we, us, and our, refer to IT Equipment Financing, LLC. The word "Agreement" refers to this agreement. CPE refers to Customer Provided Equipment or equipment purchased through ICS, Inc.

ICS Inc.'s responsibility with respect to its obligation to provide service under this Agreement are outlined below.

### 1. AGREEMENT

- 1.1 You agree to pay the monthly payment amount stated above for the equipment and services referenced herein ("equipment") each month by the due date for the entire term of this Agreement.
- 1.2 If any amount owed to us is not paid when due, you will agree to pay a late charge equal to the greater of ten (10) cents for each dollar overdue or Fifty dollars (\$50.00).
- 1.3 Any security deposit required by the terms hereof may be commingled with other security deposits or amounts held by ITEF, will not earn interest, and will be returned at the end of the term, provided you are not then in default.
- 1.4 All payments due hereunder shall be made payable to our servicing agent, Innovative Communications Systems, Inc (ICS, Inc.) and remitted to the servicing agent at 10430 Gulfdale Street, San Antonio, Texas 78216. Our servicing agent will ensure that all payments received are properly credited to amounts due hereunder within one (1) business day of actual receipt of your payment.

### 2. TERM

- 2.1 This Agreement shall have an initial term of the defined months above.
- 2.2 This Agreement will begin on the date the Services are provided to you shall remain in effect until the services provided herein are terminated or

Customer Initials: \_\_\_\_\_

canceled as allowed by the terms and conditions as contained herein.

### **3. RENEWAL**

3.1 At the end of the term, to avoid service interruption, this Agreement will automatically renew for a period of twelve (12) months (each a 'Renewal Term'). Upon initial Renewal Term, we will increase the monthly payment amount by a minimum of ten percent (10%).

### **4. SCOPE OF WORK**

4.1 This Agreement includes the installation and implementation of the equipment reference on the attached Schedule A, the Carrier Services, End User Training and ongoing hardware Maintenance.

### **5. NET AGREEMENT**

5.1 This Agreement is non-cancellable for the entire term stated above for any reason except as set forth in section 6.2 below. You acknowledge that we are paying for the equipment based on your unconditional acceptance of such equipment and your promise to pay us pursuant to the terms of this agreement, without set-off for any reason.

### **6. TERMINATION**

6.1 Customer acknowledges that ICS may suspend the Services provided hereunder if (i) any payment due from Customer hereunder is thirty (30) or more days past due and (ii) ICS has provided Customer at least five (5) days written notice prior to suspending Services, during which time Customer may cure any delinquent payment. If delinquent payment has not been cured or if you breach any other term of this Agreement or any other agreement with us, you will be in default, and we may require that you pay us: (i) all past due amounts and (ii) all remaining payments for the unexpired term, plus our booked residual. We may also use all other legal remedies available to us. You agree to pay all our costs and expenses, including reasonable attorney fees, incurred in enforcing this Agreement.

6.2 ICS, Inc. acknowledges Customer may terminate this Agreement for failure by ICS, Inc. to deliver the Services in accordance with the terms hereof. Prior to any such termination by Customer, Customer agrees to provide ICS, Inc. written notice advising of any failure and provide ICS, Inc. a reasonable amount of time to cure such failure. If ICS, Inc. fails to cure the failure within a reasonable amount of time after receipt of Customer's notice and this Agreement is terminated by Customer prior to the expiration of the term as set forth in Section 2 above, Customer shall pay ICS, Inc. for all amounts due hereunder through the date of termination, but Customer shall not be liable for the remaining value of the Agreement.

### **7. WARRANTY**

7.1 We will extend all manufacturer hardware warranties to you, the Customer.

### **8. ASSIGNMENT**

8.1 You may not sell, assign or sublease the equipment or this Agreement without our prior written consent. We may sell or assign this Agreement or our rights in the equipment, in whole or in part, to a third party with prior notice to you. You agree that if we do so, the assignee will have our rights but will not be subject to any claim, defense, or set-off assertable by you against us or anyone else.

### **9. LAW/FORUM**

9.1 This Agreement and any claim related to this Agreement will be governed by Texas law. Any dispute will be adjudicated in a state or federal court located in Bexar County, Texas. You consent to personal jurisdiction and venue in such courts and waive transfer of venue. Each party waives any right to a jury trial.

### **10. LOSS OR DAMAGE**

10.1 No loss or damage will relieve you from your payment obligations hereunder. We are not responsible for, and you will indemnify us against, any claims, losses or damages, including attorney fees, in any way relating to the equipment. In no event will we be liable for any consequential or indirect damages.

### **11. TAXES**

11.1 We will prepare, file, bill, collect and pay all property taxes and fees relating to the equipment and this Agreement for you. For providing this service, you agree to pay us, in addition to the amount of taxes and fees you owe on the equipment, an annual fee equal to two and one-half percent (2 ½ %) of the original cash value of the Equipment within ten (10) days of receipt of our invoice therefor.

### **12. OWNERSHIP**

12.1 You acknowledge that we own the equipment unless you elect to purchase the equipment from us at their then fair market value as provided herein. Until such purchase by you, if any, your rights to use and enjoy the equipment are as a lessee pursuant to the terms of this Agreement.

### **13. INTERNATIONAL CALLING**

13.1 Under this agreement, only domestic calling (includes US & Canada) is included. International calls and 800 calls can be added to your account and billed on a per minute basis.

Customer Initials: 

#### **14. VOICE QUALITY AND SERVICE INTERRUPTIONS:**

14.1 ICS, Inc. is responsible for the quality of the voice traffic within their CoLo facility. ICS, Inc. is not responsible for the voice quality once the call leaves their CoLo facility and travels across the internet providers pipe, customer provided Ethernet Switches, and/or customer provided data cabling. ICS, Inc. will bill all professional services required to trouble shoot the voice quality over these devices/carrier circuits. ICS, Inc. agrees to monitor network quality to ensure 99.999% uptime. In the event of outages within ICS, Inc.'s CoLo only, ICS, Inc. will discount the monthly payment to reflect the outage on a prorated basis when requested by Customer. Such outage must be reported within forty-eight (48) hours of the outage and must be during normal business hours. Scheduled service windows do not constitute as an outage. ICS, Inc. will provide advance notification to Customer via email of any scheduled service dates/times.

#### **15. MAINTENANCE**

15.1 ICS, Inc.'s responsibility with respect to its obligation to provide maintenance service under this agreement shall be limited to the equipment and services provided under this Agreement and equipment purchased from ICS, Inc. within Customer's premises;

- A. ICS, Inc. will provide services upon Customer's request in order to repair CPE malfunctions due to wear and tear resulting from normal use in accordance with standard operating instructions.
- B. In the event that ICS, Inc. responds to Customer's request for service and Customer's claim of CPE malfunction is due to problems on the carrier's side of the point of connection between the CPE and the equipment provided by the carrier or due to malfunctions in equipment or software other than that covered by this Agreement, Customer will be responsible for additional charges for such response in accordance with ICS's prevailing rates.
- C. For non-emergency service request reported before 12:00 PM, ICS, Inc. shall use reasonable efforts to respond within five (5) business hours after Customer's problem is reported.
- D. For emergency service requests reported during normal business hours, ICS, Inc. shall use reasonable efforts to respond within two (2) business hours after Customer's problem is reported.
- E. In response to Customer's service request, ICS, Inc. may commence repair or replacement from a remote location, dispatch service personnel to Customer's site and/or ship replacement CPE as soon as practical. Hardware replacement parts and products may be new or equivalent to new in performance. Customer must return defective CPE within ten (10) days or ICS, Inc. shall invoice Customer for the full replacement cost. ICS, Inc. reserves the right to inspect all defective CPE and have final determination of the status of such CPE. Customer agrees any CPE covered under this Agreement shall be purchased from ICS, Inc.
- F. In addition to the service-related items covered in this agreement, ICS, Inc. will provide unlimited Help Desk Support during normal business hours.
- G. Preventative and remedial updates as required by the manufacturer's specifications will be provided by ICS, Inc.

15.2 ICS, Inc. will perform its services in a professional manner in accordance with prevailing industry standards. ICS, Inc. is not obligated to provide replacement parts, software releases, second tier help desk support, upgrades or maintenance service resulting in functionality which exceeds that expressly provided in manufacturers' or suppliers' specifications at the time such product was installed. ICS, Inc. is not obligated to provide replacement parts or support for equipment that was not purchased from ICS, Inc. and makes no guarantee as to parts availability on manufacturer-discontinued products. In the event a manufacturer discontinues producing any CPE or in the event the CPE has outlived the manufacturer's suggested product life cycle, ICS, Inc. shall continue to provide maintenance services for as long as parts are readily available. In the event repair parts are not readily available, ICS, Inc. shall advise customer. Customer shall have the option to replace CPE with a similar product at ICS, Inc.'s then prevailing rate.

#### **16. UCC**

16.1 You agree that this Agreement is (and or shall be treated as) an "Operating Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC").

#### **17. COLLATERAL ASSIGNMENT**

17.1 We have collaterally assigned this Agreement and our rights under this Agreement to The Bank of San Antonio ("Bank") and granted the Bank a security interest in this Agreement and our rights hereunder, as security for debts we now or later may owe the Bank. Until you are notified by the Bank, payment under this Agreement should be made to us as herein provided. When and if you are so notified by the Bank, all of your payments under this Agreement are to be made directly to the Bank at 8000 IH-10 West, Suite 1100, San Antonio, TX 78230. Unless you are notified otherwise by the Bank, we remain responsible to you to fulfill our obligations under this Agreement, and the Bank has no obligations to you under this Agreement. However, the Bank is entitled to all protections under this Agreement that we have; for example, the Bank may rely on your waivers of warranties, and on your acceptance of the equipment. If you receive a Purchase Option Letter, be sure the letter shows that the Bank approved the letter; otherwise the letter is not valid against the Bank. The Bank has a security interest in the equipment you are leasing hereunder. YOU MUST GIVE A COPY OF ANY NOTICE THAT THE EQUIPMENT IS NOT ACCEPTABLE TO YOU TO THE BANK AT THE SAME TIME YOU GIVE THE NOTICE TO US OR THE BANK WILL NOT BE BOUND BY YOUR NOTICE. THIS AGREEMENT MAY NOT BE MODIFIED WITHOUT THE BANK'S PRIOR WRITTEN CONSENT.

#### **18. RESOLUTION**

18.1 If you are not an individual, we may ask you to provide a corporate resolution in a form reasonably acceptable to us authorizing this transaction and

Customer Initials: 

identifying the person authorized by you to execute this Agreement in your name and on your behalf.

#### **19. MISCELLANEOUS**

19.1 This Agreement is the entire agreement between you and us with respect to the subject matter hereof and supersedes any prior representation or agreements, including any purchase orders. The parties agree that the original of this Agreement for enforcement and perfection purposes shall be that paper copy which: (A) bears (i) the original or a facsimile of your manually applied signature, or (ii) a stamped or electronically applied replica of your signature or other indication of your intent to enter into the Agreement, and (B) bears the original of your manually applied signature. The parties agree that such original shall be the sole "record" constituting "chattel paper" under the UCC. You agree to assist us in the filing of any forms necessary to perfect our security interest in the equipment. Any change must be in a writing signed by both parties.

19.2

The customer agrees not to attempt or process a call providing altered, deceptive, or false information about the sender's identity or the origin of a message or phone call. The customer also agrees not to violate any applicable local, state, or federal law by using Innovative Communication Systems, Inc.'s service to engage in or in connection with fraudulent activities. Violating the terms of these conditions can result in termination of services but does not void the customer of their financial obligation to this contract.

#### **20. ERRORS AND OMISSIONS**

20.1 You agree to fully cooperate in the correction, if necessary, of this Agreement and any exhibits or schedules attached hereto so that all such documents accurately describe and reflect the transaction between the parties within thirty (30) days of receipt of written request from ITEF.

Customer Initials: \_\_\_\_\_



Agreement Acceptance

ICS- Houston



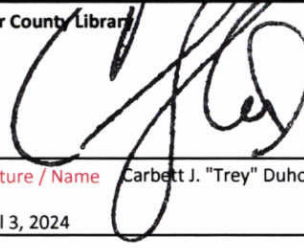
Brent Blevins

Signature / Name

05/07/2024

Date

Waller County Library



Signature / Name Carbett J. "Trey" Duhon, III

April 3, 2024

Date



Initials

AP Email Address

Customer Initials:







**GLO CONTRACT No. 24-065-016-E173**  
**COMMUNITY DEVELOPMENT BLOCK GRANT**  
**MITIGATION PROGRAM – REGIONAL MITIGATION PROGRAM PROJECTS**  
**NON-RESEARCH & DEVELOPMENT**  
**MITIGATION FUNDING**

The **GENERAL LAND OFFICE** (the “GLO”), a Texas state agency, and **WALLER COUNTY**, Texas Identification Number (TIN) **17460010790** (“Subrecipient”), each a “Party” and collectively the “Parties,” enter into this Subrecipient agreement (the “Contract”) under the U.S. Department of Housing and Urban Development’s Community Development Block Grant Mitigation (“CDBG-MIT”) program to provide financial assistance with funds appropriated under the Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Public Law 115-123), enacted on February 9, 2018, for necessary expenses for Activities authorized under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. § 5301 et seq.) related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, mitigation, and affirmatively furthering fair housing, in accordance with Executive Order 12892, in the most impacted and distressed areas resulting from major declared disasters that occurred in 2015, 2016, or 2017 pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 et seq.).

Through CDBG-MIT Federal Award Number B-18-DP-48-0002, awarded January 12, 2021, as may be amended from time to time, the GLO administers grant funds as Community Development Block Grants (Catalog of Federal Domestic Assistance Number 14.228, “Community Development Block Grants/State’s program and Non-Entitlement Grants in Hawaii”), as approved by the Texas Land Commissioner and limited to use for facilitating recovery efforts in Presidentially-declared major disaster areas.

**ARTICLE I - GENERAL PROVISIONS**

**1.01 SCOPE OF PROJECT AND SUBAWARD**

**(a) Scope of Project**

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

**(b) Subaward**

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

Subject to the terms and conditions of this Contract and Subrecipient's approved Grant Application, the GLO shall issue a subaward to Subrecipient in an amount not to exceed **\$2,041,703.00**, payable as reimbursement of Subrecipient's allowable expenses, to be used in strict conformance with the terms of this Contract and the Performance Statement, Budget, and Benchmarks in **Attachment A**.

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

**1.02 CONTRACT DOCUMENTS**

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

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

**1.03 GUIDANCE DOCUMENTS**

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

- (a) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- (b) the relevant Federal Register publications;
- (c) the Action Plan;
- (d) the Method of Distribution (as applicable);
- (e) Other guidance posted at: <https://recovery.texas.gov/action-plans/mitigation/index.html>; and

(f) Other guidance posted at: <https://www.hudexchange.info/>.

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

#### **1.04 DEFINITIONS**

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

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

“Action Plan” means the State of Texas CDBG Mitigation (CDBG-MIT) Action Plan, as amended, found at <https://recovery.texas.gov/action-plans/mitigation/index.html>.

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

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

“Advance Payment” means any payment issued by the GLO to Subrecipient before Subrecipient disburses awarded funds for Program purposes, as further defined at 2 C.F.R. § 200.1 and 2 C.F.R. § 200.305.

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

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

“As-Built Plans” means the revised set of drawings submitted by a contractor upon completion of a project or a particular job that reflects all changes made in the specifications and working drawings during the construction process and show the exact dimensions, geometry, and location of all elements of the work completed under the project.

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

“Audit Certification Form” means the form, as specified in the GLO Guidance Documents, that Subrecipient will complete and submit to the GLO annually, in accordance with **Section 4.01** of this Contract, to identify Subrecipient’s fiscal year expenditures.

“AUGF” means HUD Form 7015.16, *Authority to Use Grant Funds*.



“Benchmark” means the milestones identified in **Attachment A** that define actions and Deliverables required to be completed by Subrecipient for release of funding by the GLO throughout the life of the Contract.

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

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

“CDBG-MIT” means the Community Development Block Grant Mitigation Program administered by the U.S. Department of Housing and Urban Development, in cooperation with the GLO.

“Certificate of Construction Completion” or “COCC” means a document to be executed by Subrecipient, Subrecipient’s construction contractor, and Subrecipient’s engineer for each construction project that, when fully executed, provides final performance measures for the project and indicates acceptance of the completed project.

“C.F.R.” means the United States Code of Federal Regulations, the codification of the general and permanent rules and regulations (sometimes called administrative law) published in the Federal Register by the executive departments and agencies of the federal government of the United States.

“COG” means Council of Governments, a political subdivision responsible for representing member local governments, mainly cities and counties, seeking to provide cooperative planning, coordination, and technical assistance on issues of mutual concern crossing jurisdictional lines.

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

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

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

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

“Disaster Risk Reduction Area” means a clearly delineated area established by Subrecipient in which real property suffered damage from a disaster for which CDBG-MIT funding has been awarded to Subrecipient and in which the safety and well-being of area residents are at risk from future flooding events.

“DRGR” means the U.S. Department of Housing and Urban Development’s Disaster Recovery and Grant Reporting System.

“Environmental Review Record” or “ERR” means the cumulative documentation required for each Activity or project to certify whether or not the Activity or project was found to have significant impacts on the environment and certify that, in order to reach said conclusion, the required environmental review process was completed in accordance with HUD’s environmental regulations.

“Equipment” means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost that equals or exceeds the lesser of the capitalization level established by Subrecipient for financial statement purposes or \$5,000, as further defined at 2 C.F.R. § 200.313.

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

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

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

“Federal Register” means the official journal of the federal government of the United States that contains government agency rules, proposed rules, and public notices, including U.S. Department of Housing and Urban Development’s Federal Register Notice 84 Fed. Reg. 45838 (August 30, 2019) and any other publication affecting CDBG-MIT allocations funding this Contract.

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

“FWCR” means Final Wage Compliance Report, a report Subrecipient will prepare at the completion of each federally funded project to certify that all workers on the project have been paid contract-specified prevailing wages and that any restitution owed to workers has been paid.

“GAAP” means “generally accepted accounting principles.”

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

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

“GLO” means the Texas General Land Office and its officers, employees, and designees, acting in their official capacities.

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

“Grant Completion Report” or “GCR” means a report containing an as-built accounting of all Activities completed under the Project and all information required for final acceptance of Deliverables and Contract closeout.

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

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

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

“Implementation Schedule” means the schedule that establishes the Project milestones Subrecipient will utilize to ensure timely expenditures and Project completion.

“Infrastructure” means a project involving the creation of, repairs to, or replacement of public-works facilities and systems, including roads, bridges, dams, water and sewer systems, railways, subways, airports, and harbors. The term “Infrastructure” may also include a Planning Study project that relates to or affects Infrastructure facilities or systems.

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

“Low- and Moderate-Income” or “LMI” means a family or individual household whose annual income does not exceed eighty percent (80%) of the median family income or such other income limits as determined by HUD. This definition includes Very-Low-, Low-, and Moderate-Income households.

“LMISD” means low-and moderate-income summary data as published by HUD which assists CDBG-MIT grantees in determining whether or not a CDBG-funded activity qualifies as a LMA activity.

“Method of Distribution” or “MOD” means a document developed for a specific region that outlines the distribution of CDBG-MIT funding to counties, cities, and local government entities in the region.

“MID” means “most impacted and distressed,” referencing a geographical area identified by the State of Texas or HUD as an area that sustained significant damage from a major disaster.

“Monthly Activity Status Report” means a monthly Project Benchmark status report, as required under **Section 4.02**, for which a template is included as **Attachment F** of this Contract.

“NTP” means “notice to proceed,” a written authorization from the GLO to Subrecipient that allows Subrecipient to commence the work described in the NTP.

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

“Planning” means an Activity performed to assist in determining community disaster recovery needs such as urban environmental design, flood control, drainage improvements, surge protection, or other recovery responses. Planning services cannot include engineering design.

“Program” means the CDBG-MIT program, administered by HUD and the GLO.

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

“Prompt Pay Act” means Chapter 2251 of the Texas Government Code.

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

“Regional Mitigation Program” means the CDBG-MIT program implemented by the GLO under which COGs develop and implement Methods of Distribution allocating CDBG-MIT funds to local entities to reduce future impacts from major disasters in the region, as outlined in the Action Plan.

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

“Start-Up Documentation” means the documents identified in Section 2.8.1 of the GLO Implementation Manual that must be completed and/or submitted to the GLO as specified in **Section 4.01**, below, before the GLO may reimburse Subrecipient for any invoiced expenses.

“Subrecipient” means Waller County, a recipient of federal CDBG-MIT funds through the GLO as the pass-through funding agency.

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

“Texas Integrated Grant Reporting System” or “TIGR” means the GLO system of record for documenting and reporting the use of grant funding.

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

## **1.05 INTERPRETIVE PROVISIONS**

- (a) The meaning of a defined term applies to its singular and plural forms.
- (b) The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- (c) The term “including” means “including, without limitation.”
- (d) Unless otherwise expressly provided, a reference to a contract includes subsequent amendments and other modifications thereto that were executed according to the contract’s terms and a reference to a statute, regulation,

- ordinance, or other law includes subsequent amendments, renumbering, recodification, and other modifications thereto made by the enacting authority.
- (e) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract.
  - (f) The limitations, regulations, and policies contained herein are cumulative and each must be performed in accordance with its terms without regard to other limitations, regulations, and policies affecting the same matter.
  - (g) Unless otherwise expressly provided, reference to any GLO action by way of consent, approval, or waiver is deemed modified by the phrase “in its sole discretion.” Notwithstanding the preceding, the GLO shall not unreasonably withhold or delay any consent, approval, or waiver required or requested of it.
  - (h) All due dates and/or deadlines referenced in this Contract that occur on a weekend or holiday shall be considered as if occurring on the next business day.
  - (i) All time periods in this Contract shall commence on the day after the date on which the applicable event occurred, report is submitted, or request is received.
  - (j) Time is of the essence in this Contract.
  - (k) In the event of conflicts or inconsistencies between this Contract, its Attachments, federal and state requirements, and any documents incorporated herein by reference, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: all applicable laws, rules, and regulations, including, but not limited to, those included in **Attachment D**; the Contract; **Attachment A**; **Attachment E**; **Attachment B**; **Attachment C**; **Attachment F**; **Attachment G**; **Attachment H**; applicable Guidance Documents; and the GLO Implementation Manual. Conflicts or inconsistencies between GLO Implementation Manual and this Contract; any laws, rules, or regulations; or any of the Guidance Documents should be reported to the GLO for clarification of the GLO Implementation Manual.

## **ARTICLE II – REIMBURSEMENT, ADVANCE PAYMENT, AND INCOME**

### **2.01 REIMBURSEMENT REQUESTS**

Each invoice submitted by Subrecipient shall be supported by actual receipts, cancelled checks, and/or such other documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred. Requests for payment must be submitted via the GLO’s Texas Integrated Grant Reporting (TIGR) system of record or as otherwise specified in a Technical Guidance Letter issued under this Contract.

Subrecipient will be paid in accordance with the Contract Budget and the Benchmarks described in **Attachment A**. Failure by Subrecipient to perform any action or submit any Deliverable as described in **Attachment A** could result in the GLO placing a hold on further Subrecipient draws, conducting an official monitoring risk assessment, or requiring repayment, in part or in full, by Subrecipient of drawn funds in addition to other remedies provided to the GLO under this Contract.

A draw request for an Advance Payment must be supported with documentation clearly demonstrating that the Advance Payment is required by Subrecipient in order for Subrecipient to continue carrying out the purpose of the Project.

## **2.02 TIMELY EXPENDITURES**

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

**THE GLO MUST RECEIVE A REIMBURSEMENT REQUEST FOR AN INCURRED EXPENSE NOT LATER THAN ONE HUNDRED TWENTY (120) DAYS FROM THE DATE SUBRECIPIENT OR ANY OF ITS SUBCONTRACTORS INCUR THE EXPENSE. THE GLO MAY, IN ITS SOLE DISCRETION, DENY REIMBURSEMENT REQUESTS THAT DO NOT MEET THIS REQUIREMENT, ISSUE DELINQUENCY NOTICES, WITHHOLD CAPACITY POINTS ON FUTURE FUNDING COMPETITIONS, IMPOSE A MONITORING REVIEW OF SUBRECIPIENT'S ACTIVITIES, OR IMPLEMENT OTHER CORRECTIVE ACTIONS.**

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

Unless otherwise instructed in this Section, Subrecipient shall submit final reimbursement requests to the GLO prior to Contract expiration or within thirty (30) days after the date of Contract termination. The GLO, in its sole discretion, may deny payment and de-obligate remaining funds from the Contract upon expiration or termination of the Contract. The GLO's ability to de-obligate funds under this **Section 2.02** notwithstanding, the GLO shall pay all eligible reimbursement requests that are timely submitted.

## **2.03 PROGRAM INCOME**

In accordance with 24 C.F.R. § 570.489(e), Subrecipient shall maintain records of the receipt and accrual of all program income, as "program income" is defined in that section. Subrecipient shall report program income to the GLO in accordance with **Article IV** of this Contract. Subrecipient shall return all program income to the GLO at least quarterly unless otherwise authorized by the GLO in writing. Any GLO-authorized use of Program Income by Subrecipient shall be subject to GLO, HUD, and statutory restrictions and requirements.

### **ARTICLE III - DURATION, EXTENSION, AND TERMINATION OF CONTRACT**

## **3.01 DURATION OF CONTRACT AND EXTENSION OF TERM**

This Contract shall become effective on the date on which it is signed by the last Party and shall terminate on **April 30, 2026**, or upon the completion of all Benchmarks listed in **Attachment A** and required closeout procedures, whichever occurs first. **Subrecipient must meet all Project Benchmarks identified in Attachment A. Subrecipient's failure to meet any Benchmark may result in suspension of payment or termination under Sections 3.02, 3.03, or 3.04, below.**

Upon receipt of a written request and acceptable justification from Subrecipient, the GLO, at its discretion, may agree to amend this Contract to extend the Contract Period two (2) times for a period of up to one (1) year each. **ANY REQUEST FOR EXTENSION MUST BE RECEIVED BY THE GLO AT LEAST SIXTY (60) DAYS BEFORE THE ORIGINAL TERMINATION DATE OF THIS CONTRACT AND, IF APPROVED, SUCH EXTENSION SHALL BE DOCUMENTED IN A WRITTEN AMENDMENT.**

### **3.02 EARLY TERMINATION**

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

### **3.03 EVENTS OF DEFAULT**

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

### **3.04 REMEDIES; NO WAIVER**

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

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

### **3.05 REVERSION OF ASSETS**

Upon expiration or termination of the Contract and subject to this Article:



- (a) If applicable, Subrecipient shall transfer to the GLO any CDBG-MIT funds Subrecipient has in its possession at the time of expiration or termination that are not attributable to work performed on the Project and any accounts receivable attributable to the use of CDBG-MIT funds awarded under this Contract; and
- (b) If applicable, real property under Subrecipient's control that was acquired or improved, in whole or in part, with funds in excess of \$25,000 under this Contract shall be used to meet one of the CDBG-MIT National Objectives pursuant to 24 C.F.R. § 570.208, as identified in the Action Plan, until five (5) years after the expiration of this Contract or such longer period of time as the GLO deems appropriate. If Subrecipient fails to use the CDBG-MIT funded real property in a manner that meets a CDBG-MIT National Objective for the prescribed period of time, Subrecipient shall pay the GLO an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG-MIT funds for acquisition of, or improvement to, the property. Subrecipient may retain real property acquired or improved under this Contract after the expiration of the five-year period or such longer period of time as the GLO deems appropriate.

#### **ARTICLE IV - CONTRACT ADMINISTRATION**

##### **4.01 SUBMISSIONS – GENERALLY**

Except for legal notices that must be sent by specific instructions pursuant to **Section 8.12** of the Contract, any report, form, document, or request required to be submitted to the GLO under this Contract shall be sent in the format prescribed by the GLO.

**If Subrecipient fails to submit to the GLO any required Program documentation in a timely and satisfactory manner as required under this Contract, the GLO, in its sole discretion, may issue a delinquency notification and withhold any payments, pending Subrecipient's correction of the deficiency.**

(a) **Start-Up Documentation**

Not later than the close of business sixty (60) calendar days after the effective date of this Contract, Subrecipient must submit its Start-Up Documentation to the GLO.

(b) **Audit Certification Form**

Not later than the close of business sixty (60) calendar days after the end of Subrecipient's fiscal year for each year during the Contract term, Subrecipient must submit a completed Audit Certification Form to the GLO.

(c) **Other Forms**

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

- (i) Subrecipient certifies, by the execution of this Contract, all applicable statements in **Attachment C**, General Affirmations;
- (ii) Subrecipient must execute Standard Form 424D, Federal Assurances for Construction Programs, found at Page 1 of **Attachment B**;

- (iii) Subrecipient must execute the “Certification Regarding Lobbying Compliant with Appendix A to 24 C.F.R. Part 87,” found at Page 3 of **Attachment B**; and
- (iv) If any funds granted under this Contract have been used for lobbying purposes, Subrecipient must complete and execute Standard Form LLL, “Disclosure of Lobbying Activities,” found at Page 4 of **Attachment B**.

#### **4.02 MONTHLY ACTIVITY STATUS REPORTS**

Subrecipient must provide monthly Activity status reporting, in the format prescribed in **Attachment F** (Monthly Activity Status Report) or as otherwise instructed by the GLO Grant Manager, for each individual Activity identified in **Attachment A**. The Monthly Activity Status Report is due on the fifth day of the month following the month in which the reported Activities were performed for the duration of the Contract. Subrecipient shall submit the Monthly Activity Status Reports to the GLO through the TIGR system as prescribed in **Attachment F** or as specified by the GLO Grant Manager.

#### **4.03 HUD CONTRACT REPORTING REQUIREMENT**

HUD requires the GLO to maintain a public website that accounts for the use and administration of all GLO-administered CDBG-MIT grant funds. To assist the GLO in meeting this requirement, Subrecipient must prepare and submit monthly to the GLO a written summary of all contracts procured by Subrecipient using grant funds awarded under this Contract. Subrecipient shall only report contracts as defined in 2 C.F.R. § 200.1. Subrecipient must use the template in **Attachment H** to prepare the monthly reports. On or before the fifth day of each month during the Contract Period, reports summarizing required information for the preceding month shall be submitted through the TIGR system as prescribed in **Attachment H** or as specified by the GLO Grant Manager. Additional information about this reporting requirement is available in published HUD guidance and Federal Register publications governing the CDBG-MIT funding allocation.

#### **4.04 SECTION 3 REPORTING REQUIREMENTS**

In accordance with 24 C.F.R. § 75.25, Subrecipient is required to submit to the GLO quarterly reports documenting actions taken to comply with the employment, training, and contracting requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. § 1701u), the results of such actions taken, and impediments encountered (if any) to such actions. Subrecipient should maintain records of job vacancies, solicitations of bids or proposals, selection materials and contracting documents (including scopes of work and contract amounts), in accordance with procurement laws and regulations. Records should demonstrate Subrecipient’s efforts to achieve the Section 3 numerical goals.

Section 3 quarterly reports are due on the 10<sup>th</sup> of the month following the quarter’s close. The schedule is as follows:

Quarter 1 (Sept-Nov): Due **December 10<sup>th</sup>**

Quarter 2 (Dec-Feb): Due **March 10<sup>th</sup>**

Quarter 3 (Mar-May): Due **June 10<sup>th</sup>**

Quarter 4 (Jun-Aug): Due **September 10<sup>th</sup>**

Subrecipient is also required to submit an annual report, due on **September 30** of each year during the Contract Period. Forms for the Section 3 quarterly and annual reports may be found at [s3-section-3-quarterly-report.xlsx \(live.com\)](#) and [s7-section-3-annual-summary-report.xlsx \(live.com\)](#). Subrecipient must submit completed forms to the GLO through the TIGR system, as instructed by the GLO Grant Manager.

If Subrecipient conducts no hiring or contracting efforts during a quarter, Subrecipient must report zeros in the quarterly report fields for such and add a note in the “other efforts, see remarks below” field that states that fact.

Subrecipient is not required to develop and implement a Section 3 Plan and assign a Section 3 Coordinator, but these actions are considered best practices.

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

### **5.01 FEDERAL FUNDING**

- (a) Funding for this Contract is appropriated by the Congress of the United States under the act(s) listed in the table below and allocated to the State of Texas by HUD in accordance with Executive Order 12892, to fund disaster relief and recovery efforts in presidentially declared major disaster areas, as defined in Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 *et seq.*).

| Congressional Act                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Federal Award Identification Number (FAIN) |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|
| Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Public Law 115-123), enacted February 9, 2018, for necessary expenses for activities authorized under title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 <i>et seq.</i> ) related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, and mitigation in the most impacted and distressed areas resulting from a major declared disaster that occurred in 2015, 2016, or 2017 | B-18-DP-48-0002                            |

The fulfillment of this Contract is based on those funds being made available under Catalog of Federal Domestic Assistance (CFDA) No. 14.228 to the GLO as the lead administrative state agency. All expenditures under this Contract must be made in accordance with this Contract, the rules and regulations promulgated under the CDBG-MIT Program, and any other applicable laws. Further, Subrecipient acknowledges that all funds are subject to recapture and repayment for noncompliance.

- (b) **Subrecipient must have an assigned Unique Entity Identifier (UEID) and a Commercial and Government Entity (CAGE) code. Subrecipient must report its UEID and CAGE code to the GLO for use in various reporting documents. A UEID and CAGE code may be obtained by visiting the System for Award Management website at <https://www.sam.gov>. Subrecipient is responsible for renewing its registration with the System for Award Management annually and maintaining an active registration status throughout the Contract Period.**

## **5.02 STATE FUNDING**

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

## **5.03 RECAPTURE OF FUNDS**

Subrecipient shall conduct, in a satisfactory manner as determined by the GLO, the Activities as set forth in the Contract. The discretionary right of the GLO to terminate for convenience under Section 3.02 notwithstanding, the GLO may terminate the Contract and recapture, and be reimbursed by Subrecipient for, any payments made by the GLO (a) that exceed the maximum allowable HUD rate; (b) that are not allowed under applicable laws, rules, and regulations; or (c) that are otherwise inconsistent with this Contract, including any unapproved expenditures. **This recapture provision applies to any funds expended for the Project or any Activity that does not meet a CDBG-MIT Program National Objective as specified in the Performance Statement in Attachment A or that is not otherwise eligible under CDBG-MIT regulations.**

## **5.04 OVERPAYMENT AND DISALLOWED COSTS**

Subrecipient shall be liable to the GLO for any costs disallowed pursuant to financial and/or compliance audit(s) of funds Subrecipient received under this Contract. Subrecipient shall reimburse the GLO for such disallowed costs from funds that were not provided or otherwise made available to Subrecipient under this Contract. Subrecipient must refund disallowed costs and overpayments of funds received under this Contract to the GLO within 30 days after the GLO issues notice of overpayment to Subrecipient.

## **5.05 FINAL BENCHMARK**

### **(a) Construction Activities**

To ensure full performance of each construction Activity and the Project, the GLO will set aside an amount equal to five percent (5%) of Subrecipient's construction budget per Activity until completion and acceptance by the GLO of all actions and Deliverables for the Activity, as identified in **Attachment A**.

The GLO shall make the final disbursement to Subrecipient only upon the GLO's receipt and acceptance of the Deliverables identified in **Attachment A** as required for the completion of construction phase.

If Subrecipient has multiple construction subcontracts, an amount equal to five percent (5%) of Subrecipient's construction budget per construction subcontract shall be withheld by the GLO until completion and acceptance by the GLO of all actions and Deliverables identified in **Attachment A** for the particular project. Separate Deliverables are required per construction subcontract, and associated costs are pro-rated in accordance with budget details in the final GLO-approved Application. If a project includes more than one Environmental Review Record, associated costs are pro-rated in accordance with budget details in the final GLO-approved Application.

### **(b) Project Delivery – Grant Administration**

To ensure full performance of this Contract, the GLO will set aside an amount equal to five percent (5%) of Subrecipient's project delivery – grant administration budget until completion and acceptance by the GLO of all actions and Deliverables identified in **Attachment A**.

## **ARTICLE VI - INTELLECTUAL PROPERTY**

## **6.01 OWNERSHIP AND USE**

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

## **6.02 NON-ENDORSEMENT BY STATE AND THE UNITED STATES**

Subrecipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still or motion pictures, articles, manuscripts, or other publications) that states or implies the GLO, the State of Texas, U.S. Government, or any government employee, endorses a product, service, or position Subrecipient represents. Subrecipient may not release information relating to this Contract or state or imply that the GLO, the State of Texas, or the U.S. Government approves of Subrecipient's work products or considers Subrecipient's work product to be superior to other products or services.

## **6.03 DISCLAIMER REQUIRED**

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

## **ARTICLE VII - RECORDS, AUDIT, AND RETENTION**

### **7.01 BOOKS AND RECORDS**

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

### **7.02 INSPECTION AND AUDIT**

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

of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. **The Office of the Comptroller General of the United States, the Government Accountability Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of inspection.** Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.

- (c) Subrecipient will be deemed to have read and know of all applicable federal, state, and local laws, regulations, and rules pertaining to the Project, including those identified in **Attachment D**, governing audit requirements.
- (d) At any time, the GLO may perform, or instruct a for-profit Subrecipient to perform, an annual Program-specific, fiscal, special, or targeted audit of any aspect of Subrecipient's operation. Subrecipient shall maintain financial and other records prescribed by the GLO or by applicable federal or state laws, rules, and regulations.

### **7.03 PERIOD OF RETENTION**

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

## **ARTICLE VIII - MISCELLANEOUS PROVISIONS**

### **8.01 LEGAL OBLIGATIONS**

For the duration of this Contract, Subrecipient shall procure and maintain any license, authorization, insurance, waiver, permit, qualification, or certification required by federal, state, county, or city statute, ordinance, law, or regulation to be held by Subrecipient to provide the goods or services required by this Contract. Subrecipient shall pay all costs associated with all taxes, assessments, fees, premiums, permits, and licenses required by law. Subrecipient shall pay any such government obligations not paid by its subcontractors during performance of this Contract. **Subrecipient shall maintain copies of such licenses and permits as a part of its local records in accordance with Section 7.01 of this Contract or as otherwise specifically directed by the GLO. Subrecipient shall provide Monthly Activity Status Reports via the GLO system of record in accordance with Section 4.02 of this Contract.**

### **8.02 INDEMNITY**

As required under the Constitution and laws of the State of Texas, each Party understands that it is solely liable for any liability resulting from its acts or omissions. No act or omission of a Party shall be imputed to the other Party. Neither Party shall indemnify or defend the other Party.



### **8.03 INSURANCE AND BOND REQUIREMENTS**

- (a) Unless Subrecipient is authorized by Chapter 2259 of the Texas Government Code to self-insure, Subrecipient shall carry insurance for the duration of this Contract in types and amounts necessary and appropriate for the Project.
- (b) Subrecipient shall require all contractors, subcontractors, vendors, service providers, or any other person or entity performing work described in **Attachment A** to carry insurance for the duration of the Project in the types and amounts customarily carried by a person or entity providing such goods or services. Subrecipient shall require any person or entity required to obtain insurance under this section to complete and file the declaration pages from the insurance policies with Subrecipient whenever a previously identified policy period expires during the term of Subrecipient's contract with the person or entity, as proof of continuing coverage. Subrecipient's contract with any such person or entity shall clearly state that acceptance of the insurance policy declaration pages by Subrecipient shall not relieve or decrease the liability of the person or entity. **Persons or entities shall be required to update all expired policies before Subrecipient's acceptance of an invoice for monthly payment from such parties.**
- (c) Subrecipient shall require performance and payment bonds to the extent they are required under Chapter 2253 of the Texas Government Code.
- (d) **Subrecipient shall require any person or entity performing work on any construction Activity under the Contract to complete form SF-424D, entitled "Assurances – Construction Programs," and Subrecipient shall maintain such documentation.**

### **8.04 ASSIGNMENT AND SUBCONTRACTS**

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

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

## **8.05 PROCUREMENT**

Subrecipient must comply with the procurement procedures stated at 2 C.F.R. §§ 200.318 through 200.327 and all other applicable federal, state, and local procurement procedures and laws, regulations, and rules. Failure to comply with 2 C.F.R. §§ 200.318 through 200.327 and all other applicable federal, state, and local procurement procedures and laws, regulations, and rules could result in recapture of funds. Subrecipient must confirm that its vendors and subcontractors are not debarred from receiving state or federal funds at each of the following web addresses:

- (a) the Texas Comptroller's Vendor Performance Program at <https://comptroller.texas.gov/purchasing/>; and
- (b) the U.S. General Services Administration's System for Award Management at <https://www.sam.gov/>.

## **8.06 CHILD SUPPORT OBLIGATION**

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

## **8.07 SUBAWARD AND SUBCONTRACT MONITORING**

Subrecipient represents and warrants that it will monitor the activities of any subawardee as necessary to ensure that the subaward is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subaward, and that subaward performance goals are achieved. Subrecipient represents and warrants that it will monitor the activities of any subcontractor as necessary to ensure that subcontract funds are used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subcontract, and that subcontract performance goals are achieved.

## **8.08 EQUIPMENT AND COMPUTER SOFTWARE**

Any purchase of Equipment or computer software made pursuant to this Contract shall be made in accordance with all applicable laws, regulations, and rules, including those defined in 2 C.F.R. § 200.313.

In accordance with 24 C.F.R. § 570.502(a), if Equipment is acquired, in whole or in part, with funds under this Contract and is then sold, the proceeds shall be considered program income, as defined in **Section 2.03** above. Equipment not needed by Subrecipient for Activities under this Contract shall be (a) transferred to the GLO for the CDBG-MIT Program or (b) retained by Subrecipient after compensating the GLO an amount equal to

the current fair market value of the Equipment less the percentage of non-CDBG-MIT funds used to acquire the Equipment.

#### **8.09 COMMUNICATION WITH THIRD PARTIES**

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

#### **8.10 RELATIONSHIP OF THE PARTIES**

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

#### **8.11 COMPLIANCE WITH OTHER LAWS**

In the performance of this Contract, Subrecipient must comply, and must ensure the compliance of its subawardees and contracts, with all applicable federal, state, and local laws, statutes, ordinances, and regulations, including those listed in **Attachments B, C, D, and E**, and policies in effect or hereafter established. Subrecipient is deemed to know of and understand all applicable laws, statutes, ordinances, and regulations affecting its performance under this Contract. In addition, Subrecipient represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Subrecipient, the more restrictive requirement applies.

#### **8.12 NOTICES**

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

**GLO**

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

**Subrecipient**

Waller County  
425 FM 1488, Suite 106  
Hempstead, Texas 77445  
Attention: Trey Duhon

Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. Either Party may change its address for notice by written notice to the other Party sent in accordance with this section.

**8.13 GOVERNING LAW AND VENUE**

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

**8.14 SEVERABILITY**

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

**8.15 DISPUTE RESOLUTION**

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

## **8.16 CONFIDENTIALITY**

To the extent permitted by law, Subrecipient and the GLO shall keep all information, in whatever form produced, prepared, observed, or received by Subrecipient or the GLO, confidential to the extent that such information is: (a) confidential by law; (b) marked or designated “confidential” (or words to that effect) by Subrecipient or the GLO; or (c) information that Subrecipient or the GLO is otherwise required to keep confidential by this Contract. Subrecipient must not make any communications or announcements relating to this Contract through press releases, social media, or other public relations efforts without the prior written consent of the GLO.

## **8.17 PUBLIC RECORDS**

The GLO shall post this Contract to the GLO’s website. Subrecipient understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the “PIA”), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the “Attorney General”). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. Subrecipient is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (“.pdf”) format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Subrecipient believes to be excepted from disclosure as “confidential” or a “trade secret,” Subrecipient waives any and all claims it may make against the GLO for releasing such information without prior notice to Subrecipient. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Subrecipient shall notify the GLO’s Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to [PIALegal@glo.texas.gov](mailto:PIALegal@glo.texas.gov). If a request for information was not written, Subrecipient shall forward the third party’s contact information to the above-designated e-mail address.

## **8.18 AMENDMENTS TO THE CONTRACT**

Amendments to decrease or increase the subaward, to add or delete an Activity as allowed by the Guidance Documents, to extend the term of the Contract, and/or to make other substantial changes to the Contract may be made only by written agreement of the Parties under the formal Amendment process outlined below, except that, upon completion of the Project, the GLO shall formally close out the Project by issuing a closeout letter pursuant to **Section 8.23**. The formal Amendment process requires official request documentation from Subrecipient detailing all provisions to be amended and supporting documentation as required. The GLO Grant Manager will confirm and review the request and, as appropriate, submit the proposed amended language or amount to the GLO’s Contract Management Division for the preparation of a formal Amendment and circulation for necessary GLO and Subrecipient signatures.

In the sole discretion of the GLO and in conformance with federal law, the GLO may approve other adjustments required by the GLO during Project performance through a

Revision or Technical Guidance Letter unilaterally issued by the GLO and acknowledged by Subrecipient. Such GLO approvals must be in writing and may be delivered by U.S. mail or electronic mail.

#### **8.19 ENTIRE CONTRACT AND MODIFICATIONS**

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

#### **8.20 PROPER AUTHORITY**

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to legally bind its respective entity. If applicable, a resolution, motion, or similar action has been duly adopted or passed as an official act of Subrecipient's governing body, authorizing the filing of the grant Application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative or the designee of Subrecipient to act in connection with the Application and to provide such additional information as may be required.

#### **8.21 COUNTERPARTS**

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

#### **8.22 SURVIVAL**

The provisions of **Articles V, VI, and VII** and **Sections 1.01, 1.03, 3.02, 3.04, 3.05, 8.02, 8.03, 8.09, 8.10, 8.11, 8.12, 8.13, 8.15, 8.16, 8.17, 8.18, 8.23, and 8.32** of this Contract and any other continuing obligations of Subrecipient shall survive the termination or expiration of this Contract.

#### **8.23 CONTRACT CLOSEOUT**

Subrecipient shall prepare and submit to the GLO for approval a final **Grant Completion Report** confirming final performance measures, budgets, and expenses for all Project Activities within thirty (30) days following the completion of all Activities required under the Contract; however, in no event shall Subrecipient submit the Grant Completion Report later than the date of expiration of the Contract. The GLO will close the Contract in accordance with 2 C.F.R. §§ 200.344 through 200.346 and GLO CDBG-MIT guidelines consistent therewith.

Subrecipient shall submit a final Budget and actual expenditures to the GLO as part of the Grant Completion Report. The Grant Completion Report shall be in a format prescribed by the GLO and shall confirm eligibility and completion of all Activities performed under this Contract. **FAILURE TO SUBMIT TO THE GLO THE FINAL BUDGET AND ACTUAL EXPENDITURES AS PART OF THE GRANT COMPLETION REPORT PRIOR TO CONTRACT EXPIRATION WILL RESULT IN FORFEITURE AND DE-OBLIGATION OF ALL REMAINING, UNREQUESTED FUNDS.**

The GLO will notify Subrecipient via official closeout letter upon review and approval of the final Grant Completion Report.

#### **8.24 INDIRECT COST RATES**

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

#### **8.25 CONFLICT OF INTEREST**

- (a) Subrecipient shall abide by the provisions of this section and include the provisions in all subcontracts. Subrecipient shall comply with all conflict-of-interest laws and regulations applicable to the Program.
- (b) Subrecipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts.
- (c) Subrecipient represents and warrants that performance under the Contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Subrecipient 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 applicable. If circumstances change during the course of the Contract, Subrecipient shall promptly notify the GLO.

#### **8.26 FORCE MAJEURE**

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as "Force Majeure"), then, while compliance is so prevented, the affected Party's obligation to comply with such covenant shall be suspended, and the affected Party shall not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure must promptly notify the other Party of the Force Majeure event in writing, and,

if possible, such notice must set forth the extent and duration of the Force Majeure. The Party claiming Force Majeure must exercise due diligence to prevent, eliminate, or overcome such Force Majeure event when it is possible to do so and must resume performance at the earliest possible date. However, if nonperformance continues for more than thirty (30) days, the GLO may terminate this Contract immediately upon written notification to Subrecipient.

#### **8.27 ENVIRONMENTAL CLEARANCE REQUIREMENTS**

- (a) Subrecipient is the responsible entity, as “responsible entity” is defined under 24 C.F.R. Part 58, and is accountable for conducting environmental reviews and for obtaining any environmental clearance necessary for successful completion of an Activity or the Project. Subrecipient shall prepare an environmental review or assessment of each Activity or the Project in accordance with applicable laws, regulations, rules, and guidance. Subrecipient shall maintain a written Environmental Review Record (“ERR”) for each Activity or the Project, including all supporting source documentation and documentation to support any project mitigation. Subrecipient shall provide a copy of the ERR and all related source documentation to the GLO.
- (b) Subrecipient shall address inquiries and complaints and shall provide appropriate redress related to environmental Activities. Subrecipient shall document each communication issued or received hereunder in the related ERR.
- (c) The GLO may, in its sole discretion, reimburse Subrecipient for certain exempt environmental Activities, as defined in federal regulations. Reimbursement requests for exempt environmental Activities must be supported by the proper HUD-prescribed form.
- (d) The Parties acknowledge and understand that the GLO may enter into interagency agreements with the Texas Historical Commission and other entities in order to facilitate any necessary environmental or historic review. The GLO may incorporate one or more interagency agreements into this Contract via a Technical Guidance Letter.

#### **8.28 CITIZEN PARTICIPATION AND ALTERNATIVE REQUIREMENTS**

- (a) Subrecipient must ensure that all citizens have equal and ongoing access to information about an Activity or the Project, including ensuring that Activity or Project information is available in the appropriate languages for the geographical area served by Subrecipient. Information furnished to citizens shall include, without limitation:
  - (i) The amount of CDBG-MIT funds expected to be made available;
  - (ii) The range of Activities or projects that may be undertaken with the CDBG-MIT funds;
  - (iii) The estimated amount of the CDBG-MIT funds proposed to be used for Activities or projects meeting the national objective of benefiting low-to-moderate income persons; and



- (iv) A clear statement of such and the entity's anti-displacement and relocation plan if any proposed CDBG-MIT Activities or projects are likely to result in displacement.
- (b) Complaint Procedures: Subrecipient must have written citizen-complaint procedures for providing a timely written response (within fifteen [15] working days) to complaints and grievances. Subrecipient shall notify citizens of the location and the days and hours when the location is open for business so they may obtain a copy of these written procedures.
- (c) Technical Assistance: If requested, Subrecipient shall provide technical assistance in completing applications under the Project to persons of low and moderate income.
- (d) Subrecipient shall maintain a citizen participation file that includes a copy of Subrecipient's complaint procedures, documentation and evidence of opportunities provided for citizen participation (e.g., public notices, advertisements, flyers, etc.), documentation of citizen participation events (e.g., meeting minutes, attendance lists, sign-in sheets, news reports, etc.), and documentation of any technical assistance requested and/or provided.

## **8.29 SIGNAGE REQUIREMENTS**

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

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

All signage required under this section shall contain the following:

"This project is funded by the Texas General Land Office of the State of Texas to provide for mitigation activities to reduce disaster risks in communities impacted by Hurricane Harvey. The funds have been allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant – Mitigation Program."

## **8.30 PREFERENCE AND PROCUREMENT OF MATERIALS**

- (a) To the extent applicable, Subrecipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired in the following manner:
  - (i) competitively within a timeframe allowing compliance with the Contract's performance schedule;
  - (ii) in a way that meets the Contract's performance requirements; or
  - (iii) at a reasonable price.

- (b) To ensure maximum use of recovered/recycled materials pursuant to 2 C.F.R. § 200.323, information about this requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guideline Program website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

### **8.31 EQUAL OPPORTUNITY CLAUSE**

Subrecipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

**“During the performance of this contract, the contractor agrees as follows:**

**(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:**

**Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.**

**(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.**

**(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.**

**(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of**

**the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.**

**(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.**

**(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.**

**(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.**

**(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:**

***Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."***

Subrecipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if Subrecipient so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

Subrecipient agrees that it will assist and cooperate actively with the GLO and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the GLO and the Secretary of Labor such information as they

may require for the supervision of such compliance, and that it will otherwise assist the GLO in the discharge of the GLO's primary responsibility for securing compliance.

Subrecipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts, as defined in 41 C.F.R. § 60-1.3, and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, Subrecipient agrees that if it fails or refuses to comply with these undertakings, the GLO may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this Contract; refrain from extending any further assistance to Subrecipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from Subrecipient; and refer the case to the Department of Justice for appropriate legal proceedings.

#### **8.32 INFORMATION AND DATA SECURITY STANDARDS**

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

#### **8.33 CYBERSECURITY TRAINING PROGRAM (LOCAL GOVERNMENT SYSTEM)**

If Subrecipient is a local government as defined in Chapter 2054 of the Texas Government Code, Subrecipient 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.

#### **8.34 DISCLOSURE PROTECTIONS FOR CERTAIN CHARITABLE ORGANIZATIONS, CHARITABLE TRUSTS, AND PRIVATE FOUNDATIONS**

If Subrecipient is a governmental entity as defined in Chapter 2252 of the Texas Government Code, Subrecipient 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.

#### **8.35 LIMITATIONS ON GRANT EXPENDITURE**

Subrecipient shall expend funds received under the grant or contract subject to the limitations and reporting requirements similar to those provided by the following:

- (a) Parts 2, 3, and 5 of the Texas General Appropriations Act, Article 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.

**8.36 LOBBYING EXPENDITURE RESTRICTION**

Subrecipient represents and warrants that the GLO's payments to Subrecipient and Subrecipient's receipt of appropriated or other funds under the Contract are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code, which restrict lobbying expenditures.

**8.37 OPEN MEETINGS**

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

**8.38 POLITICAL POLLING PROHIBITION**

Subrecipient 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 that performs political polling, except that this prohibition does not apply to a poll conducted by an academic institution as a part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

**8.39 REPORTING COMPLIANCE**

Subrecipient represents and warrants that it will submit timely, complete, and accurate reports in accordance with the Contract and maintain appropriate backup documentation to support the reports.

**8.40 REPORTING SUSPECTED FRAUD AND UNLAWFUL CONDUCT**

Subrecipient 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. Subrecipient represents and warrants its compliance with 2 C.F.R. § 200.113, which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity and the reporting of certain civil, criminal, or administrative proceedings to the System for Award Management through <https://www.sam.gov/>.

**8.41 STATEMENTS OR ENTRIES**

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

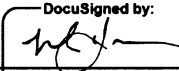
Except as otherwise provided under federal law, any person who knowingly and willfully falsifies, conceals, or covers up a material fact by any trick, scheme, or device or who makes any materially false, fictitious, or fraudulent statement or representation or who makes or uses any false writing or document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

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

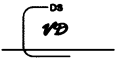
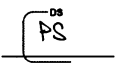
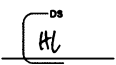
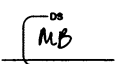
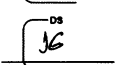
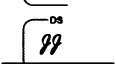
**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR GLO CONTRACT NO. 24-065-016-E173**  
**REGIONAL MITIGATION PROGRAM PROJECTS CONTRACT AGREEMENT**  
**CDBG-MIT – HURRICANE HARVEY HUD MID**

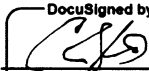
**GENERAL LAND OFFICE**

DocuSigned by:  
  
Mark A. Havens, Chief Clerk

Date of execution: 4/5/2024

OGC   
PM   
SDD   
DGC   
GC   
DLC 

**WALLER COUNTY**

DocuSigned by:  
  
By: Garret A. Duhan  
Title: Waller County Judge

Date of execution: 4/4/2024

**ATTACHED TO THIS CONTRACT:**

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

**ATTACHMENTS FOLLOW**

**WALLER COUNTY  
24-065-016-E173****PERFORMANCE STATEMENT**

The GLO awards Waller County (Subrecipient) this Contract under HUD's Community Development Block Grant Mitigation (CDBG-MIT) program to provide financial assistance with funds appropriated to facilitate Activities related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, mitigation, and affirmatively furthering fair housing, in accordance with Executive Order 12892, in the most impacted and distressed areas resulting from a major declared disaster that occurred in 2015, 2016, or 2017.

In strict conformance with the terms and conditions of the CDBG-MIT – Hurricane Harvey State MID and pursuant to the GLO's Regional Mitigation Program and this Contract, Subrecipient shall perform, or cause to be performed, the Infrastructure Activities identified below to increase its resilience to disasters and reduce or eliminate long-term risk of disaster-related loss of life, injury, damage to and loss of property, and suffering and hardship by lessening the impact of future disasters.

Subrecipient shall perform the Activities identified herein for the service area specified in its approved Texas Community Development Block Grant Mitigation Grant Application to provide a long-lasting investment that increases resiliency in the community. The persons to benefit from the Activities described herein must receive the prescribed service or benefit, and all eligibility requirements must be met to fulfill contractual obligations.

The grant total is \$2,041,703.00. Subrecipient will be required to maintain a detailed Budget breakdown in the official system of record (TIGR) of the GLO's Community Development and Revitalization division. Subrecipient must ensure expenditures for individual projects do not exceed the amounts for detailed funding categories in the project budget of the approved Grant Application, as may be revised in writing upon mutual agreement of the Parties. If it becomes necessary to redistribute Budget line-item amounts between Activities, Subrecipient must seek a Contract Amendment prior to performing any work.

**DRGR Activity: MIT - Public Facilities and Improvements-Non-Covered Projects- LMI**

**Activity Type: Water Improvements**

**Project Title: Waller County Prairie View Water Improvements**

Subrecipient shall install a new generator, a concrete pad, associated electrical work, and complete associated appurtenances. Construction shall take place at the following location:



| <b>Defining Project Location</b>       | <b>Location Coordinates</b>                                          | <b>Proposed HUD Performance Measures</b> |
|----------------------------------------|----------------------------------------------------------------------|------------------------------------------|
| Waller County Prairie View Water Plant | 36132 Williams Street ,<br>Prairie View Texas<br>30.10385, -95.98795 | 1 Public Facility (PF)                   |

| <b>Total Beneficiaries</b>                                                                                                  | <b>LMI Beneficiaries</b> | <b>LMI %</b> | <b>Census Tract</b> | <b>Block Group</b> |
|-----------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------|---------------------|--------------------|
| 1,790                                                                                                                       | 1,360                    | 75.98        | 6803.00<br>6804.00  | 1,2,4,5<br>1       |
| Beneficiaries were identified using Census Tract/Block Group LMISD, and the above project meets the LMI national objective. |                          |              |                     |                    |

DRGR Activity: MIT – Planning and Capacity Building

Activity Type: Planning

Project Title: Waller County Planning Project

Subrecipient shall create a county Master Drainage Plan that will entail surveying land, drainage patterns, topography, engagement efforts, and project identification. The Planning Study will take place throughout all of Waller County.

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**BUDGET**

| <b>DRGR Activity</b>                                               | <b>Grant Award</b>    | <b>Other Funds</b> | <b>Total</b>          |
|--------------------------------------------------------------------|-----------------------|--------------------|-----------------------|
| MIT - Public Facilities and Improvements-Non-Covered Projects- LMI | \$460,601.50          | \$0.00             | \$460,601.50          |
| MIT – Planning and Capacity Building                               | \$1,581,101.50        | \$0.00             | \$1,581,101.50        |
| <b>TOTAL</b>                                                       | <b>\$2,041,703.00</b> | <b>\$0.00</b>      | <b>\$2,041,703.00</b> |

**BENCHMARKS**

| <b>Project Phase<br/>Actions and Deliverables</b>                                                                                                                                                                                          | <b>Not-To-Exceed Budget Gate Percentages<br/>by Budget Category</b><br>(Subrecipient may draw up to, but not exceed, the identified percentage of the Budget category until stated Deliverable(s) are submitted to and approved by the GLO.) |                            |                          | <b>Single Deliverable Milestones<br/>by Budget Category</b><br>(Subrecipient may draw up to 100% of Budget category after submittal to and approval by the GLO of the stated Deliverable.) |                          | <b>Multiple Deliverable Milestones</b><br>(Subrecipient may draw up to, but not exceed, the percentage stated after submittal to and approval by the GLO of the stated Deliverable.) |                                                                  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|--------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|
|                                                                                                                                                                                                                                            | <b>Project Delivery</b>                                                                                                                                                                                                                      |                            | <b>Engineering Funds</b> | <b>Special Environmental Funds</b>                                                                                                                                                         | <b>Acquisition Funds</b> | <b>Construction Funds</b>                                                                                                                                                            | <b>Planning/ Studies<br/>(not related to engineering design)</b> |
|                                                                                                                                                                                                                                            | <b>Grant Administration Funds</b>                                                                                                                                                                                                            | <b>Environmental Funds</b> |                          |                                                                                                                                                                                            |                          |                                                                                                                                                                                      |                                                                  |
| <b>Action:</b> Start-up Phase<br><b>Deliverable:</b> Contract kick-off meeting sign-in sheet; all required Start-Up Documentation reviewed and accepted by the GLO; executed grant administration service provider contract in PDF format. | 0-15%                                                                                                                                                                                                                                        |                            |                          |                                                                                                                                                                                            |                          |                                                                                                                                                                                      |                                                                  |
| <b>Action:</b> Commencement of Engineering Phase<br><b>Deliverable:</b> Executed engineering service provider contract in PDF format provided during start-up phase as applicable                                                          |                                                                                                                                                                                                                                              |                            | 0-30%                    |                                                                                                                                                                                            |                          |                                                                                                                                                                                      |                                                                  |

|                                                                                                                                                                                                     |           |            |            |      |      |  |            |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------------|------------|------|------|--|------------|--|
| <b>Action:</b> Commencement of Environmental Phase<br><b>Deliverable:</b> Executed environmental service provider contract in PDF format provided during start-up phase as applicable.              | 15.01-30% | 0-30%      |            |      |      |  |            |  |
| <b>Action:</b> Completion of Design Phase<br><b>Deliverable:</b> Complete signed and sealed 100% construction plans in PDF format.*                                                                 |           |            | 30.01-60%  |      |      |  |            |  |
| <b>Action:</b> Completion of Special Environmental Services<br><b>Deliverable:</b> GLO approval of required documentation, dependent upon additional environmental requirements                     |           |            |            | 100% |      |  |            |  |
| <b>Action:</b> Completion of Environmental Record Review<br><b>Deliverable:</b> GLO-signed AUGF**                                                                                                   | 30.01-50% | 30.01-100% |            |      |      |  |            |  |
| <b>Action:</b> Acquisition Phase<br><b>Deliverable:</b> Acquisition Detailed Report and supporting documentation per parcel accepted by the GLO*                                                    |           |            |            |      | 100% |  |            |  |
| <b>Action:</b> Commencement of Bid Phase<br><b>Deliverable:</b> First published bid notice and publisher's affidavit*                                                                               | 50.01-60% |            | 60.01-70%  |      |      |  |            |  |
| <b>Action:</b> Commencement of Construction Phase<br><b>Deliverable:</b> Signed NTP*                                                                                                                | 60.01-85% |            | 70.01-85%  |      |      |  | 0-95%      |  |
| <b>Action:</b> Completion of Construction Phase<br><b>Deliverable:</b> Signed and sealed complete As-Built Plans in PDF format; executed COCC accepted by the GLO; signed FWCR accepted by the GLO* | 85.01-95% |            | 85.01-100% |      |      |  | 95.01-100% |  |

|                                                                                                                                                                                                                                         |            |  |  |  |  |  |  |            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--|--|--|--|--|--|------------|
| <b>Action:</b> Commencement of Planning/Study Phase<br><b>Deliverable:</b> Signed NTP or similar document from Subrecipient, initiating the Planning/study Activity and describing the work to be performed<br>^for Planning/Study only | 15.01-60%^ |  |  |  |  |  |  | 0-85%      |
| <b>Action:</b> Completion of Planning/Study Phase<br><b>Deliverable:</b> Final Planning/study report and proof of acceptance by Subrecipient<br>^for Planning/Study only                                                                | 60.01-95%^ |  |  |  |  |  |  | 85.01-100% |
| <b>Action:</b> Grant Completion Report Approval<br><b>Deliverable:</b> GCR approved by the GLO                                                                                                                                          | 95.01-100% |  |  |  |  |  |  |            |

**Failure to provide any Deliverable identified above could result in Subrecipient's repayment of drawn funds, in part or in full, in addition to other remedies provided to the GLO under this Contract. Providing the Deliverables identified in this table will allow Subrecipient to draw the identified funding percentage per Budget category, contingent upon Subrecipient's compliance with associated Program guidance.**

**\*If Subrecipient executes multiple construction contracts, this Deliverable (or Deliverables, as applicable) will be required for each contract, and associated costs will be pro-rated in accordance with the Budget details in the final GLO-approved Application.**

**\*\*If the Project includes more than one ERR, associated costs will be pro-rated in accordance with the Budget details in the final GLO-approved Application.**

**ASSURANCES - CONSTRUCTION PROGRAMS**OMB Approval No. 4040-0009  
Expiration Date: 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

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

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

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

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

|                                                                                                      |  |                     |  |
|------------------------------------------------------------------------------------------------------|--|---------------------|--|
| SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL                                                          |  | TITLE               |  |
| DocuSigned by:<br> |  | Waller County Judge |  |
| APPLICANT ORGANIZATION                                                                               |  | DATE SUBMITTED      |  |
| Waller County                                                                                        |  | 4/4/2024            |  |

SF-424D (Rev. 7-97) Back

THIS FORM MUST BE EXECUTED



**CERTIFICATION REGARDING LOBBYING  
COMPLIANT WITH APPENDIX A TO 24 C.F.R. PART 871***Certification for Contracts, Grants, Loans, and Cooperative Agreements:*

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

*Statement for Loan Guarantees and Loan Insurance:*

The undersigned states, to the best of his or her knowledge and belief, that: If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.**

NAME OF APPLICANT

Waller County

AWARD NUMBER AND/OR PROJECT NAME

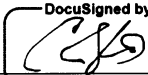
24-065-016-E173

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Carbett Duhon

waller County Judge

SIGNATURE

DocuSigned by:  


BEF9A013180A454...

DATE

4/4/2024

1 24 C.F.R. 87 App. A, available at <https://www.gpo.gov/fdsys/granule/CFR-2011-title24-vol1/CFR-2011-title24-vol1-part87-appA>. Published Apr. 1, 2011. Accessed Aug. 1, 2018.

**Disclosure of Lobbying Activities**Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)OMB Number: 4040-0013  
Expiration Date: 02/28/2025

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



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

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

| Federal Agency Form Instructions Form Identifiers | Information                                |
|---------------------------------------------------|--------------------------------------------|
| Agency Owner                                      | Grants.gov                                 |
| Form Name                                         | Disclosure of Lobbying Activities (SF-LLL) |
| Form Version Number                               | 2.0                                        |
| OMB Number                                        | 4040-0013                                  |
| OMB Expiration Date                               | 02/28/2025                                 |

| Field Number | Field Name                                                                  | Required or Optional   | Information                                                                                                                                                                                                                                                                                    |
|--------------|-----------------------------------------------------------------------------|------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.           | *Type of Federal Action:                                                    | Required               | Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action. This field is required.                                                                                                               |
| 2.           | *Status of Federal Action                                                   | Required               | Identify the status of the covered Federal action. This field is required.                                                                                                                                                                                                                     |
| 2-a.         | a. Bid/Offer/ Application                                                   | Check if applicable    | Click if the Status of Federal Action is a bid, an offer or an application.                                                                                                                                                                                                                    |
| 2-b.         | b. Initial Award                                                            | Check if applicable    | Click if the Status of Federal Action is an initial award.                                                                                                                                                                                                                                     |
| 2-c.         | c. Post-Award                                                               | Check if applicable    | Click if the Status of Federal Action is a post-award.                                                                                                                                                                                                                                         |
| 3.0          | *Report Type                                                                | Required               | Identify the appropriate classification of this report.                                                                                                                                                                                                                                        |
| 3-a.         | a. Initial filing                                                           | Check if applicable    | Check if Initial filing.                                                                                                                                                                                                                                                                       |
| 3-b.         | b. Material change                                                          | Check if applicable    | If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the previously submitted report by this reporting entity for this covered Federal action. This field is required. |
|              | Material Change Year                                                        | Conditionally Required | If this is a follow up report caused by a material change to the information previously reported, enter the year in which the change occurred.                                                                                                                                                 |
|              | Material Change Quarter                                                     | Conditionally Required | If this is a follow up report caused by a material change to the information previously reported, enter the quarter in which the change occurred.                                                                                                                                              |
|              | Material Change Date of Last Report                                         | Conditionally Required | Enter the date of the previously submitted report by this reporting entity for this covered Federal action.                                                                                                                                                                                    |
| 4.           | Name and Address of Reporting Entity                                        | Required               | Provide the information for Name and Address of Reporting Entity.                                                                                                                                                                                                                              |
|              | Prime                                                                       | Check if applicable    | Click to designate the organization filing the report as the Prime Federal recipient.                                                                                                                                                                                                          |
|              | Subawardee                                                                  | Check if applicable    | Click to designate the organization filing the report as the SubAwardee Federal recipient. Sub-awards include but are not limited to subcontracts, subgrants and contract awards under grants.                                                                                                 |
|              | Tier if known:                                                              | Optional               | Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier.                                                                                                                                                                                                  |
|              | Name                                                                        | Required               | Enter the name of reporting entity. This field is required                                                                                                                                                                                                                                     |
|              | Street 1                                                                    | Required               | Enter Street 1 of the reporting entity. This field is required.                                                                                                                                                                                                                                |
|              | Street 2                                                                    | Optional               | Enter Street 2 of the reporting entity.                                                                                                                                                                                                                                                        |
|              | City                                                                        | Required               | Enter City of the reporting entity This field is required.                                                                                                                                                                                                                                     |
|              | State                                                                       | Required               | Enter the state of the reporting entity. This field is required                                                                                                                                                                                                                                |
|              | ZIP                                                                         | Required               | Enter the ZIP of the reporting entity. This field is required                                                                                                                                                                                                                                  |
|              | Congressional District, if known                                            | Optional               | Enter the primary Congressional District of the reporting entity. Enter in the following format: 2 character state abbreviation – 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina's 103rd district.     |
| 5.           | If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime | Conditionally Required | If Reporting Entity in No. 4 is Subawardee, provide the information for the Name and Address of Prime                                                                                                                                                                                          |

|       |                                         |          |                                                                                                                                                                                                                                                                                                                                                                                 |
|-------|-----------------------------------------|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|       | Name                                    | Required | If the organization filing the report in item 4, checks "Subawardee", enter the full name of the prime Federal recipient.                                                                                                                                                                                                                                                       |
|       | Street 1                                | Required | If the organization filing the report in item 4, checks "Subawardee", enter the address of the prime Federal recipient.                                                                                                                                                                                                                                                         |
|       | Street 2                                | Optional | If the organization filing the report in item 4, checks "Subawardee", enter the address of the prime Federal recipient.                                                                                                                                                                                                                                                         |
|       | City                                    | Required | If the organization filing the report in item 4, checks "Subawardee", enter the city of the prime Federal recipient.                                                                                                                                                                                                                                                            |
|       | State                                   | Required | If the organization filing the report in item 4, checks "Subawardee", select the appropriate state from this pull down menu.                                                                                                                                                                                                                                                    |
|       | ZIP                                     | Required | Enter the ZIP of Prime. This field is required                                                                                                                                                                                                                                                                                                                                  |
|       | Congressional District, if known        | Optional | Enter the Congressional District of Prime. Enter in the following format: 2 character state abbreviation – 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina's 103rd district.                                                                                                             |
| 6.    | Federal Department /Agency              | Required | Enter the name of the Federal Department or Agency making the award or loan commitment. This field is required.                                                                                                                                                                                                                                                                 |
| 7.    | CFDA Number:                            | Required | Enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments. Pre-populated from SF-424 if using Grants.gov.                                                                                                                                                                                              |
|       | CFDA Title:                             | Required | Enter the Federal program name or description for the covered Federal action. Pre-populated from SF-424 if using Grants.gov.                                                                                                                                                                                                                                                    |
| 8.    | Federal Action Number                   | Optional | Enter the most appropriate Federal identifying number available for the Federal action, identified in item 1 (e.g., Request for Proposal (RFP) number, invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001". |
| 9.    | Award Amount                            | Optional | For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment of the prime entity identified in item 4 or 5.                                                                                                                                                                       |
| 10.a. | Name And Address of Lobbying Registrant | Required | Provide the information for the Name and Address of Lobbying Registrant.                                                                                                                                                                                                                                                                                                        |
|       | Prefix                                  | Optional | Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Lobbying Registrant.                                                                                                                                                                                                                                                                                          |
|       | First Name                              | Required | Enter the first name of Lobbying Registrant. This field is required.                                                                                                                                                                                                                                                                                                            |
|       | Middle Name                             | Optional | Enter the middle name of Lobbying Registrant.                                                                                                                                                                                                                                                                                                                                   |
|       | Last Name                               | Required | Enter the last name of Lobbying Registrant. This field is required.                                                                                                                                                                                                                                                                                                             |
|       | Suffix                                  | Optional | Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Lobbying Registrant.                                                                                                                                                                                                                                                                                             |
|       | Street 1                                | Required | Enter the first line of street address for the Lobbying Registrant.                                                                                                                                                                                                                                                                                                             |
|       | Street 2                                | Optional | Enter the second line of street address for the Lobbying Registrant.                                                                                                                                                                                                                                                                                                            |
|       | City                                    | Required | Enter the city of the Lobbying Registrant.                                                                                                                                                                                                                                                                                                                                      |
|       | State                                   | Required | Select the appropriate state of the Lobbying Registrant.                                                                                                                                                                                                                                                                                                                        |
|       | ZIP Code                                | Required | Enter the Zip Code (or ZIP+4) of the Lobbying Registrant.                                                                                                                                                                                                                                                                                                                       |
| 10.b. | Individual Performing Services          | Required | Provide the information for Individual Performing Services                                                                                                                                                                                                                                                                                                                      |
|       | Prefix                                  | Optional | Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Individual Performing Services.                                                                                                                                                                                                                                                                               |
|       | First Name                              | Required | Enter the first name of the Individual Performing Services. This field is required.                                                                                                                                                                                                                                                                                             |
|       | Middle Name                             | Optional | Enter the middle name of the Individual Performing Services.                                                                                                                                                                                                                                                                                                                    |
|       | Last Name                               | Required | Enter the last name of the Individual Performing Services. This field is required.                                                                                                                                                                                                                                                                                              |
|       | Suffix                                  | Optional | Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Individual Performing Services.                                                                                                                                                                                                                                                                                  |
|       | Street 1                                | Required | Enter the first line of street address for the Individual Performing Services.                                                                                                                                                                                                                                                                                                  |
|       | Street 2                                | Optional | Enter the second line of street address for the Individual Performing Services.                                                                                                                                                                                                                                                                                                 |
|       | City                                    | Required | Enter the city of the Individual Performing Services.                                                                                                                                                                                                                                                                                                                           |
|       | State                                   | Required | Select the state for the address of the Individual Performing Services from this pull down menu.                                                                                                                                                                                                                                                                                |
|       | ZIP Code                                | Required | Enter the Zip Code (or ZIP+4) of the Individual Performing Services.                                                                                                                                                                                                                                                                                                            |

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

**GENERAL AFFIRMATIONS**

TO THE EXTENT APPLICABLE, Subrecipient affirms and agrees to the following, without exception:

1. Subrecipient represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Subrecipient nor the firm, corporation, partnership, or institution represented by Subrecipient, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as Subrecipient.\*
2. Subrecipient shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from the GLO. Any attempted assignment or delegation in violation of this provision is void and without effect. This provision does not apply to subcontracting.
3. If the Contract is for services, Subrecipient shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts, but for contracts subject to 2 CFR 200, only to the extent such compliance is consistent with 2 CFR 200.319.
4. Under Section 231.006 of the Family Code, the vendor or applicant [Subrecipient] certifies that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate, in addition to other remedies set out in Section 231.006(f) of the Family Code.\*
5. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. Subrecipient certifies it has submitted this information to the GLO.\*
6. If the Contract is for a "cloud computing service" as defined by Texas Government Code Section 2157.007, then pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, Subrecipient represents and warrants that it complies with the requirements of the state risk and authorization management program and Subrecipient agrees that throughout the term of the Contract it shall maintain its certifications and comply with the program requirements in the performance of the Contract.
7. If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), Subrecipient certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code Chapter 328.
8. If the Contract authorizes Subrecipient to access, transmit, use, or store data for the GLO, then in accordance with Section 2054.138 of the Texas Government Code, Subrecipient certifies that it will comply with the security controls required under this Contract and will

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maintain records and make them available to the GLO as evidence of Subrecipient's compliance with the required controls.

9. Subrecipient represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
10. Subrecipient agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed by Subrecipient to the State of Texas.
11. Upon request of the GLO, Subrecipient shall provide copies of its most recent business continuity and disaster recovery plans.
12. If the Contract is for consulting services governed by Texas Government Code Chapter 2254, Subchapter B, in accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Subrecipient certifies that it does not employ an individual who has been employed by the GLO or another agency at any time during the two years preceding the Subrecipient's submission of its offer to provide consulting services to the GLO or, in the alternative Subrecipient, in its offer to provide consulting services to the GLO, disclosed the following: (i) the nature of the previous employment with the GLO or other state agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.\*
13. If the Contract is not for architecture, engineering, or construction services, then except as otherwise provided by statute, rule, or regulation, Subrecipient must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.**
14. If the Contract is for architecture, engineering, or construction services, then subject to Texas Government Code Section 2260.002 and Texas Civil Practice and Remedies Code Chapter 114, and except as otherwise provided by statute, rule, or regulation, Subrecipient shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. Except as otherwise provided by statute, rule, or regulation, in accordance with the Texas Civil Practice and Remedies Code, Section 114.005, claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d). **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.**
  - a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if Subrecipient's claim for breach of contract cannot be resolved by the Parties in the ordinary course of business, Subrecipient may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against Subrecipient as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, Subrecipient must provide written notice to the GLO of a claim for breach of the Contract not later than the 180th day after the date

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of the event giving rise to the claim. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount Subrecipient seeks as damages; and (3) the legal theory of recovery.

- b. The chief administrative officer, or if designated in the Contract, another officer of the GLO, shall examine the claim and any counterclaim and negotiate with Subrecipient in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.
  - c. If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the Parties shall reduce the agreement or settlement to writing and each Party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a Party's rights under this Contract as to the parts of the claim that are not resolved.
  - d. If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with the GLO, unless the Parties agree in writing to an extension of time, the Parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is Subrecipient's sole and exclusive process for seeking a remedy for an alleged breach of contract by the GLO if the Parties are unable to resolve their disputes as described in this section.
  - e. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity, or, if applicable, the governmental immunity of Subrecipient. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas or Subrecipient. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas or, if applicable, of Subrecipient under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract. Subrecipient does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract.
  - f. Except as otherwise provided by statute, rule, or regulation, compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the Subrecipient: (1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or (2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.
15. If Chapter 2271 of the Texas Government Code applies to this Contract, Subrecipient verifies that it does not boycott Israel and will not boycott Israel during the term of the Contract.\*
16. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Subrecipient understands that all obligations of the GLO under this

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Contract are subject to the availability of funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.

17. Subrecipient certifies that it is not listed in the prohibited vendors list authorized by Executive Order 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.
18. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Subrecipient certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the effective date of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.
19. Subrecipient represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.
20. Pursuant to Section 2155.004(a) of the Texas Government Code, Subrecipient certifies that neither Subrecipient nor any person or entity represented by Subrecipient has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate. This Section does not prohibit Subrecipient from providing free technical assistance.\*
21. Subrecipient represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.\*
22. In accordance with Section 2252.901 of the Texas Government Code, for the categories of contracts listed in that section, Subrecipient represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the contract. Solely for professional services contracts as described by Chapter 2254 of the Texas Government Code, Subrecipient further represents and warrants that if a former employee of the GLO was employed by Subrecipient within one year of the employee's leaving the GLO, then such employee will not perform services on projects with Subrecipient that the employee worked on while employed by the GLO.\*
23. The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to any Party.

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24. IF THE CONTRACT IS NOT FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.\*
25. IF THE CONTRACT IS FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO SUBRECIPIENT'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO SUBRECIPIENT, OR ANY OTHER ENTITY OVER WHICH SUBRECIPIENT EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.\*
26. TO THE EXTENT ALLOWED BY LAW, SUBRECIPIENT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GLO AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE

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PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF SUBRECIPIENT PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR SUBRECIPIENT'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY SUBRECIPIENT OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF SUBRECIPIENT'S PERFORMANCE UNDER THE CONTRACT. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. SUBRECIPIENT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, SUBRECIPIENT WILL REIMBURSE THE GLO AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE GLO DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF SUBRECIPIENT OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND SUBRECIPIENT WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL.\*

27. Subrecipient has disclosed in writing to the GLO all existing or known potential conflicts of interest relative to the performance of the Contract.
28. Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.\*
29. The person executing this Contract certifies that he/she is duly authorized to execute this Contract on his/her own behalf or on behalf of Subrecipient and legally empowered to contractually bind Subrecipient to the terms and conditions of the Contract and related documents.
30. If the Contract is for architectural or engineering services, pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, Subrecipient shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.\*

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31. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Subrecipient shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.
32. Subrecipient certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.
33. If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, Subrecipient certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.
34. Pursuant to Section 572.069 of the Texas Government Code, Subrecipient certifies it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the GLO involving Subrecipient within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.
35. The GLO shall post this Contract to the GLO's website. Subrecipient understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the "PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. In accordance with Section 2252.907 of the Texas Government Code, Subrecipient is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (".pdf") format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Subrecipient believes to be excepted from disclosure as "confidential" or a "trade secret," Subrecipient waives any and all claims it may make against the GLO for releasing such information without prior notice to Subrecipient. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Subrecipient shall notify the GLO's Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to [PIALegal@glo.texas.gov](mailto:PIALegal@glo.texas.gov). If a request for information was not written, Subrecipient shall forward the third party's contact information to the above-designated e-mail address.

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36. The GLO does not tolerate any type of fraud. GLO policy promotes consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Subrecipient must report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO in the manner prescribed by the GLO's website, <http://glo.texas.gov>.
37. If Subrecipient, in its performance of the Contract, has access to a state computer system or database, Subrecipient must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. Subrecipient must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. Subrecipient must verify in writing to the GLO its completion of the cybersecurity training program.
38. Under Section 2155.0061, Texas Government Code, Subrecipient certifies that the entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.\*
39. Subrecipient certifies that it does not require its customers 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 Subrecipient's business. Subrecipient acknowledges that such a vaccine or recovery requirement would make Subrecipient ineligible for a state-funded contract.
40. Pursuant to Government Code Section 2275.0102, Subrecipient certifies that neither it nor its parent company, nor any affiliate of Subrecipient or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2275.0103, or (2) headquartered in any of those countries.\*
41. If Subrecipient is required to make a verification pursuant to Section 2276.002 of the Texas Government Code, Subrecipient verifies that Subrecipient does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.\*
42. If Subrecipient is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Subrecipient verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a "firearm entity" or "firearm trade association" as those terms are defined in Texas Government Code section 2274.001 and (2) will not discriminate during the term of the Contract against a firearm entity or firearm trade association. If Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.\*
43. If Subrecipient is a "professional sports team" as defined by Texas Occupations Code Section 2004.002, Subrecipient will play the United States national anthem at the beginning of each team sporting event held at Subrecipient's home venue or other venue controlled by Subrecipient for the event. Failure to comply with this obligation constitutes a default of this Contract, and immediately subjects Subrecipient to the penalties for default, such as repayment of money received or ineligibility for additional money. In addition, Subrecipient

\* This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

may be debarred from contracting with the State. The GLO or the Attorney General may strictly enforce this provision.\*

44. To the extent Section 552.371 of the Texas Government Code applies to Subrecipient and the Contract, in accordance with Section 552.372 of the Texas Government Code, Subrecipient must (a) preserve all contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO for the duration of the Contract, (b) no later than the tenth business day after the date of the GLO's request, provide to the GLO any contracting information related to the Contract that is in Subrecipient's custody or possession, and (c) on termination or expiration of the Contract, either (i) provide to the GLO at no cost all contracting information related to the Contract that is in Subrecipient's custody or possession or (ii) preserve the contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Contract and Subrecipient agrees that the Contract may be terminated if Subrecipient knowingly or intentionally fails to comply with a requirement of that subchapter.\*
45. If the Contract is for consulting services governed by Chapter 2254 of the Texas Government Code, Subrecipient, upon completion of the Contract, must give the GLO a compilation, in a digital medium agreed to by the Parties, of all documents, films, recordings, or reports Subrecipient compiled in connection with its performance under the Contract.\*
46. If subject to 2 CFR 200.216, Subrecipient shall not obligate or expend funding provided under this Contract to: (a) procure or obtain; (b) extend or renew a contract to procure or obtain; or (c) enter into a contract to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services, as defined in Public Law 115-232, Section 889, as a substantial or essential component of any system, or as critical technology as part of any system.
47. To the extent Texas Government Code Chapter 2252, Subchapter G applies to the Contract, any iron or steel product Subrecipient uses in its performance of the Contract that is produced through a manufacturing process, as defined in Section 2252.201(2) of the Texas Government Code, must be produced in the United States.

\* This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

**NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS**

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

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

**GENERALLY**

The Acts and Regulations specified in this Contract;

Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Division B, Subdivision 1 of the Bipartisan Budget Act of 2018) (Public Law 115-123);

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

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

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

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

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

Community Development Block Grant Disaster Recovery and Mitigation Implementation Manual; and

State of Texas CDBG Mitigation Action Plan, dated March 31, 2020, as may be amended.

**CIVIL RIGHTS**

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

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

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

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

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

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794.) and "Nondiscrimination Based

on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C.F.R. Part 8. By signing this Contract, Subrecipient understands and agrees that the activities funded shall be performed in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, *et seq.*), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

#### **LABOR STANDARDS**

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

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

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

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

Federal Executive Order 11246, as amended.

#### **EMPLOYMENT OPPORTUNITIES**

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u); 24 C.F.R. Part 75;

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

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

Federal Executive Order 11246, as amended.

#### **GRANT AND AUDIT STANDARDS**

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

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

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

Title 1 Texas Administrative Code § 5.167(c).

#### **LEAD-BASED PAINT**

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

#### **HISTORIC PROPERTIES**

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

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971

(36 FR 8921), 3 C.F.R., 1971-1975 Comp., p. 559, particularly section 2(c);

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

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

#### **ENVIRONMENTAL LAW AND AUTHORITIES**

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

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

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

#### **FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION**

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

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

#### **COASTAL ZONE MANAGEMENT**

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

#### **SOLE SOURCE AQUIFERS**

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

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

#### **ENDANGERED SPECIES**

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

#### **WILD AND SCENIC RIVERS**

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

#### **AIR QUALITY**

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

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

**FARMLAND PROTECTION**

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

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

**HUD ENVIRONMENTAL STANDARDS**

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

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

**ENVIRONMENTAL JUSTICE**

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

**SUSPENSION AND DEBARMENT**

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

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

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

**OTHER REQUIREMENTS**

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

**ACQUISITION / RELOCATION**

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

**FAITH-BASED ACTIVITIES**

Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141), as amended by Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships with Faith-Based and Other Neighborhood Organizations and HUD regulations at 24 C.F.R. 570.200(j).

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### **SPECIAL CONDITIONS**

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

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

#### **A. REIMBURSEMENT, GENERALLY**

As provided for in Public Law 115-123, the Contract funds may not be used for activities that are eligible to be reimbursed by, or for which funds are made available by, (a) the Federal Emergency Management Agency (FEMA); (b) the Army Corps of Engineers (Corps); (c) any other federal funding source; or (d) covered by insurance, and Subrecipient shall ensure compliance with all such requirements.

#### **B. NATIONAL FLOOD INSURANCE PROGRAM COMPLIANCE**

1. Subrecipient must provide documentation which indicates they have received approval from the Texas Water Development Board (TWDB), the National Flood Insurance Program (NFIP) State Coordinating Agency, that appropriate ordinances or orders necessary for Subrecipient to be eligible to participate in the NFIP have been adopted.
2. When Activities specified in a Performance Statement involve structures that are located within Special Flood Hazard Areas (SFHA), flood insurance may be required. If required, Subrecipient shall obtain such insurance and shall maintain documentation evidencing compliance with such requirements.
3. Subrecipient acknowledges and agrees that if any property that is the subject of an Activity under this Contract is located within a floodplain, the following terms and conditions shall apply:
  - a. Under the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. 4001- 4128), Federal financial assistance for acquisition and construction purposes (including rehabilitation) may not be used in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless:
    - i. The community in which the area is situated is participating in the National Flood Insurance Program ("NFIP"), or less than one (1) year has passed since the FEMA notification regarding such hazards; and
    - ii. Where the community is participating in the NFIP, flood insurance protection is to be obtained as a condition of the approval of financial assistance to the property owner.
  - b. Where the community is participating in the NFIP and the recipient provides financial assistance for acquisition or construction purposes (including rehabilitation) for property located in an area identified by FEMA as having special flood hazards, Subrecipient is responsible for ensuring that flood insurance under the NFIP is obtained and maintained.
  - c. Under Section 582 of the National Flood Insurance Reform Act of 1994, 42 U.S.C. 5154a, HUD disaster assistance that is made available in a special flood hazard area may not be used to make a payment (including any loan assistance payment) to a person for repair, replacement, or restoration for flood damage to any personal, residential, or commercial property if:
    - i. The person had previously received Federal flood disaster assistance conditioned on obtaining and maintaining flood insurance; and
    - ii. The person failed to obtain and maintain flood insurance.



- d. Subrecipient understands and agrees that it has a responsibility to inform homeowners receiving disaster assistance that triggers the flood insurance purchase requirement of their statutory responsibility to notify any transferee of the requirement to obtain and maintain flood insurance, and that the transferring owner may be liable if he or she fails to do so.

**C. PROJECT MAPPING/DESIGN INFORMATION**

For construction projects, Subrecipient shall require and maintain copies, in written and/or digital format, of final Project record drawing(s) and engineering schematics, as constructed.

**D. WATER SYSTEM IMPROVEMENTS**

1. Prior to the GLO's release of funds for the construction of any water system improvements, Subrecipient shall provide certification to the GLO that plans, specifications, and related documents for the specified water system improvements have been prepared by the engineer selected for such activities, or the engineer's duly authorized representative, and that the review of such plans, specifications, and related documents meet the applicable Texas Commission on Environmental Quality (TCEQ) review requirements described in Title 30 of the Texas Administrative Code.
2. Prior to construction, Subrecipient shall provide documentation to the GLO that an approved new or amended Certificate of Convenience and Necessity (CCN), or the equivalent permit or authority for the area to be served, has been issued by the TCEQ.
3. Prior to Subrecipient submission of the Project Completion Report for any water system improvements described in Attachment A, Subrecipient shall provide a letter from the TCEQ that the constructed well is approved for interim use and may be temporarily placed into service pursuant to 30 Texas Administrative Code, Chapter 290—Rules and Regulations for Public Water Systems.

**E. SEWER SYSTEM IMPROVEMENTS**

Prior to the construction of any sewer system improvements described, Subrecipient shall provide certification that the plans, specifications, and related documents for the specified sewer system improvements have been prepared by the engineer selected for such activities, or the engineer's duly authorized representative and properly submitted to the Texas Commission on Environmental Quality (TCEQ) for review and approval in accordance with the administrative requirements of 30 TAC §217.6.

Further, prior to the construction of any sewer lines or additional service connections described in Attachment A, Subrecipient shall provide notification to the GLO of the start of construction on any sewer treatment plant or other system-related improvements included in this Contract.

**F. WASTEWATER TREATMENT CONSTRUCTION**

Prior to incurring costs for any wastewater treatment construction in Attachment A, Subrecipient shall provide documentation of an approved permit or amendment(s) to an existing permit for such activities from the TCEQ's Water Quality Division.

In addition, Subrecipient shall provide documentation to the GLO that an approved new or amended Certificate of Convenience and Necessity (CCN), or equivalent permit or authority for the area to be served, has been issued by the TCEQ as required by 16 Texas Administrative Code Chapter 24, Subchapter H.

**G. ON-SITE SEWAGE FACILITIES (OSSF) IMPROVEMENTS**

1. Subrecipient shall provide documentation that final plans, specifications, and installation of its OSSF improvements have been reviewed and approved by the City or County Health Department through authority granted by the TCEQ.
2. Subrecipient shall mitigate all existing OSSF in accordance with 30 Texas Administrative Code Chapter 285, Subchapter D, §285.36(b).
3. Prior to the selection of program recipients for proposed OSSF, Subrecipient shall provide a copy of its proposed program guidelines to for GLO review. All proposed OSSF programs must meet or exceed guidelines set forth in 30 Texas Administrative Code Chapter 285, Subchapter D.

**H. BUILDING CONSTRUCTION**

Subrecipient shall provide documentation that the construction of a new building and facilities are in compliance with the Texas Accessibility Standards (TAS) adopted under the Architectural Barriers Act, Chapter 469, Texas Government Code, and the Texas Department of Licensing and Regulation (TDLR) Architectural Barriers Administrative Rules, 16 Texas Administrative Code, Chapter 68. If estimated construction costs exceed Fifty Thousand Dollars (\$50,000.00), Construction Documents must be submitted to the TDLR for an accessibility plan review.

**I. BRIDGE CONSTRUCTION/REHABILITATION**

Subrecipient shall use the minimum design requirements of the Texas Department of Transportation (TxDOT) for bridge construction/rehabilitation. Final plans and specifications must be submitted to TxDOT for review and approval prior to the start of construction in accordance with Transportation Code Section 201.084, and documentation of such approval must be provided to the GLO.

**J. DISASTER SHELTERS**

Subrecipient shall ensure that the primary purpose of the facility, as described in Attachment A, is to serve as a disaster shelter, and shall ensure the facility is operated at all times in a manner that ensures that the priority use is to serve as a disaster shelter regardless of any other scheduled uses or commitments that existed at the time of the disaster or emergency situation. In addition, Subrecipient shall prepare or be incorporated into an approved emergency management plan, as prescribed by the Texas Division of Emergency Management, identifying the shelter as a facility that provides short-term lodging for evacuees during and immediately after an emergency situation. Subrecipient shall submit a copy of Subrecipient's Emergency Management Plan Annex for Shelter and Mass Care to the GLO.

**K. DEBRIS REMOVAL**

Subrecipient shall ensure that any debris to be removed consists primarily of vegetation, construction and demolition materials from damaged or destroyed structures, and personal property. Only debris identified as the responsibility of the local jurisdiction will be eligible for the reimbursement of cost of removal.

Prior to beginning debris collection operations, Subrecipient shall address all pertinent environmental concerns, adhere to all applicable regulations, and obtain all required permits. Further, Subrecipient shall adhere to the methods described herein for the collection and storage of debris prior to proper disposal.

While construction and demolition debris may be collected and disposed of at an appropriately rated landfill, woody and/or vegetative debris must be stored prior to disposal by use of temporary debris storage and reduction sites (TDSR). Subrecipient will prepare and operate the TDSR sites, or local jurisdictions choosing to conduct their own debris operations may review Chapter 7 of the FEMA

Debris Management Guide, as amended, regarding the use of TDSR sites. This document may be obtained at [FEMA Debris Monitoring Guide](#).

In order to maintain the life expectancy of landfills, Subrecipients disposing of woody and/or vegetative debris must choose burning, chipping, or grinding as the method of disposal. Any project disposing of woody and/or vegetative debris must be approved in writing by the GLO.

#### **L. USE OF BONDS**

Subrecipient must notify the GLO of its issuance and sale of bonds for completion of the project funded under this Contract.

#### **M. PROGRAM GUIDELINES**

Prior to the selection of program beneficiaries, Subrecipient shall provide to the GLO, for GLO review and approval, a copy of its proposed guidelines for the program. The guidelines must meet or exceed to requirements in the Federal Registers. The guidelines must include provisions for compliance with the Federal Fire Prevention and Control Act of 1974 (which requires that any housing unit rehabilitated with grant funds be protected by a hard-wired or battery-operated smoke detector) and provisions for compliance with 24 CFR 35 (HUD lead-based paint regulation).

#### **N. AFFORDABILITY PERIODS FOR SINGLE-FAMILY HOUSING REHABILITATION, RECONSTRUCTION, OR NEW CONSTRUCTION ASSISTANCE**

For single-family non-rental housing assistance provided by Subrecipient, Subrecipient shall implement a minimum\* three-year affordability period during which the homeowner must occupy the home as a principal place of residence, guaranteed by an unsecured forgivable promissory note.

#### **O. UNSECURED FORGIVABLE PROMISSORY NOTE ("NOTE")**

Housing rehabilitation or reconstruction assistance provided by Subrecipient shall be in the form of a three-year unsecured forgivable promissory note at an interest rate of zero-percent (0%). Provided that all terms and conditions contained in the Note continue to be fulfilled, a Note will be forgiven according to the following terms, as applicable, until the applicant fulfills their note requirement (the requirements are defined in the promissory note document): at a rate of 33 percent per year for the first two years, and 34 percent after the third year.

1. If the homeowner occupies the home for the full three-year term, the Note expires and no repayment is required, nor will any conditions be imposed relative to the disposition of the property. If any of the terms and conditions under which the assistance was provided are breached or if the property is sold, leased, transferred or vacated by the homeowner for any consecutive thirty (30) day period during the Note term, the repayment provisions of the Note shall be enforced.
2. If, during the Note term, the homeowner vacates the unit for any consecutive thirty (30) day period, the locality may forgive, as evidenced by the program director, city council, or commissioner court action, the remaining loan balance. Prior to forgiveness of all or any portion of the assistance provided, the request for forgiveness must be approved by the local governing body and be based on documented and justifiable conditions or circumstances that would result in an unnecessary hardship to the homeowner and, in the case of a limited clientele project, the determination that the national objective of benefiting low to moderate-income persons was met.
3. For a limited clientele project, the national objective will be considered met only when the program director, city council, or county commissioners court determines that a low- to

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\* Subrecipient may establish a longer affordability period at its own discretion.

moderate-income person has occupied the rehabilitated or reconstructed home for a time sufficient to meet the national objective. If the national objective was not achieved, Subrecipient is liable for repayment of an amount equal to the difference in the appraised value of the home prior to reconstruction and the sales price when the home is sold during the term of the forgivable Note.

4. If property assisted under a limited clientele project is sold or transferred to a person other than an eligible LMI person, the remaining pro-rated balance of the Note must be repaid by Subrecipient from the sales proceeds. Notwithstanding the preceding, Subrecipient shall be held liable for any balance remaining over and above the sales proceeds. In all instances, upon completion of the Note or repayment of the assistance (in full or in part), Subrecipient shall prepare and record a release of lien document in the land records of the applicable county.
5. Monitoring of the Note is required both during and after the grant is closed. Subrecipient must utilize non-CDBG funds to fulfill the monitoring obligations for its impacted recovered community.
6. Subrecipient will maintain a list of homeowners that do not maintain flood insurance as documented in their promissory note. These applicants will not be allowed to receive future assistance as outlined in Section B of this document.

**P. RENTAL HOUSING REHABILITATION, RECONSTRUCTION, OR NEW CONSTRUCTION ASSISTANCE**

Rental housing rehabilitation, reconstruction, or new construction assistance will be provided in the form of a forgivable loan at zero interest or grant dependent on the applicable Federal Register notice, Action Plan, or Housing Guidelines. Provided all terms and conditions under which the assistance was provided are fulfilled by the applicant developer, the repayment of the loan or grant will be forgiven.

The purpose of the program is to facilitate the rehabilitation, reconstruction, and/or new construction of affordable rental housing needs within the service area of a disaster event in order to increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters. Dependent on the applicable Federal Register notice, Action Plan, or Housing Guidelines, a minimum of 51% of the multi-family units must be restricted during the affordability period of either fifteen (15) years (for rehabilitation/reconstruction) or twenty (20) years (for new construction) for low to moderate income (LMI) persons. The rents, at a minimum, must comply with High HOME Investment Partnership (HOME) Rents and other existing Land Use Restriction Agreement (LURA) restrictions if applicable. HOME rent limits are defined by HUD and published on an annual basis with adjustments for family size.

**Q. COASTAL MANAGEMENT**

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

### GLO Community Development and Revitalization Monthly Activity Status Report

Subrecipient must provide monthly Activity status reporting for all sites identified in the Performance Statement (**Attachment A**) and relevant to the milestones therein. The Monthly Activity Status Report is due the fifth day of the month following the reporting period for the duration of the Contract. Submit the report using the Texas Integrated Grant Reporting system upload for Monthly Activity Status Reporting.

Subrecipient: \_\_\_\_\_  
 Contract Number: \_\_\_\_\_  
 Preparer Name: \_\_\_\_\_ Contact Information: \_\_\_\_\_

Reporting Period (Month/ Year): \_\_\_\_\_

Project Title: \_\_\_\_\_

| Project Milestone Phase          | Att. A Budget Gates/Milestones |                  | TIGR Milestone<br>(Pending or Complete) | On Schedule?<br>(If no, describe improvement<br>plan below.) |
|----------------------------------|--------------------------------|------------------|-----------------------------------------|--------------------------------------------------------------|
|                                  | Budget Category                | Budget Allowance |                                         |                                                              |
| Start-Up Documentation           | PD-GA Funds                    | 0-15%            |                                         |                                                              |
| Engineering NTP                  | Eng Funds                      | 0-30%            |                                         |                                                              |
| Environmental NTP                | PD-GA Funds                    | 15.01-30%        |                                         |                                                              |
|                                  | PD-Env Funds                   | 0-30%            |                                         |                                                              |
| Engineering Design               | Eng Funds                      | 30.01-60%        |                                         |                                                              |
| Completion of Special Env Svcs   | PD-Special Env Funds           | 100%             |                                         |                                                              |
| Authority to Use Grant Funds     | PD-GA Funds                    | 30.01-50%        |                                         |                                                              |
|                                  | PD-Env Funds                   | 30.01-100%       |                                         |                                                              |
| Acquisition (if applicable)      | Acq Funds                      | 100%             |                                         |                                                              |
| Bid Advertisement                | PD-GA Funds                    | 50.01-60%        |                                         |                                                              |
|                                  | Eng Funds                      | 60.01-70%        |                                         |                                                              |
| Contract Award and Construction  | PD-GA Funds                    | 60.01-85%        |                                         |                                                              |
|                                  | Eng Funds                      | 70.01-85%        |                                         |                                                              |
|                                  | Construction Funds             | 0-95%            |                                         |                                                              |
| Construction Activity Completion | PD-GA Funds                    | 85.01-95%        |                                         |                                                              |
|                                  | Eng Funds                      | 85.01-100%       |                                         |                                                              |
|                                  | Construction Funds             | 95.01-100%       |                                         |                                                              |
| Planning NTP                     | Planning Funds                 | 0-95%            |                                         |                                                              |
| Planning Completion              | Planning Funds                 | 95.01-100%       |                                         |                                                              |
| Contract Closeout                | PD-GA Funds                    | 95.01-100%       |                                         |                                                              |

Project Status Concerns (provide notes or information relevant to the overall contract.):

| Budget Status:       | Total Budget | Total Expended | Balance | % Expended (Total Expended/Total Budget) |
|----------------------|--------------|----------------|---------|------------------------------------------|
| PD-GA Funds          |              |                |         |                                          |
| PD-Env Funds         |              |                |         |                                          |
| PD-Special Env Funds |              |                |         |                                          |
| Eng Funds            |              |                |         |                                          |
| Acq Funds            |              |                |         |                                          |
| Construction Funds   |              |                |         |                                          |
| Planning Funds       |              |                |         |                                          |
| <b>Totals:</b>       |              |                |         |                                          |

## **GLO Information Security Appendix**

### **1. Definitions**

“Breach of Security” means any unauthorized access of computerized data that compromises the security, confidentiality, or integrity of GLO Data that is in the possession and/or control of Subrecipient (or any entity with which Subrecipient shares GLO Data as authorized herein) including data that is encrypted if the person accessing the data has the key required to decrypt the data, or a loss of control, compromise, unauthorized disclosure or access, failure to physically secure GLO Data or when unauthorized users access PII or SPI for an unauthorized purposes. The term encompasses both suspected and confirmed incidents involving GLO Data which raise a reasonable risk of harm to the GLO or an individual. A Breach of Security occurs regardless of whether caused by a negligent or intentional act or omission on part of Subrecipient and/or aforementioned entities.

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

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

“Sensitive Personal Information” or “SPI” means the personal information identifying an individual as defined at Tex. Bus. & Com. Code Section 521.002(a)(2).

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

### **2. Security and Privacy Compliance**

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

- 2.5. With the exception of contractors and subcontractors as they are addressed in Section 2.4, Subrecipient will not share GLO Data with any third parties, except as necessary for Subrecipient's performance under the Contract and upon the express written consent of the GLO's Information Security Officer or his/her authorized designee.
- 2.6. Subrecipient will ensure that initial privacy and security training, and annual training, thereafter, is completed by its employees or contractor/subcontractors that have access to GLO Data or who create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle PII and/or SPI on behalf of the GLO. Subrecipient shall maintain and, upon request, provide documentation of training completion.
- 2.7 Any GLO Data maintained or stored by Subrecipient or any contractor/subcontractor must be stored on servers or other hardware located within the physical borders of the United States and shall not be accessed outside of the United States.
- 2.8 Subrecipient shall require that all individuals allowed to access GLO Data pursuant to this Contract sign a confidentiality and non-disclosure agreement ("NDA") before being given access to GLO Data. At a minimum, the NDA shall inform all individuals of the confidential nature of the GLO Data, the security and non-disclosure requirements of this Contract, and the potential criminal penalties and civil remedies specified in federal and state laws that may result from the unauthorized disclosure of GLO Data. The NDA shall require all individuals to acknowledge that the GLO or the United States government, including the U.S. Department of Housing and Urban Development, will seek any remedy available, including all administrative, disciplinary, civil, or criminal action(s) or penalties, as appropriate, for any unauthorized disclosure of GLO Data. Subrecipient shall provide the GLO copies of any and all NDAs upon request or demand by the GLO.
- 2.9 Subrecipient shall only use GLO Data for the purposes of administering the Project(s).

### **3. Data Ownership**

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

#### **4. Data Mining**

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

#### **5. Breach of Security**

- 5.1. Subrecipient shall provide the GLO with the name and contact information for an employee of Subrecipient which shall serve as the GLO's primary security contact.
- 5.2. Upon Subrecipient's discovery of a Breach of Security or suspected Breach of Security, Subrecipient shall notify the GLO as soon as possible, but no later than 24 hours after discovery of the Breach of Security or suspected Breach of Security. Within 72 hours, Subrecipient shall provide to the GLO, at minimum, a written preliminary report regarding the Breach or suspected Breach to the GLO with root cause analysis including a log detailing the data affected.
- 5.3. Subrecipient shall submit the initial notification and preliminary report to the GLO Information Security Officer at [informationsecurity@glo.texas.gov](mailto:informationsecurity@glo.texas.gov).
- 5.4. Subrecipient shall take all reasonable steps to immediately remedy a Breach of Security and prevent any further Breach of Security.
- 5.5. Subrecipient shall not inform any third party of any Breach of Security or suspected Breach of Security without first obtaining GLO's prior written consent unless such action is required by law or is limited to third party personnel that have a need to know for the sole purpose of containing or remediating the Breach of Security or suspected Breach of Security. However, while a third party may be informed of the Breach or suspected Breach for the sole purpose of containing or remediating it, no GLO Data shall be shared with such third party unless express written permission is obtained from the GLO in accordance with Section 2.5. Subrecipient will legally bind such third party to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto as soon as practicable upon securing such third party to contain or remediate the Breach of Security or suspected Breach of Security.
- 5.6. Notwithstanding the remedies provided in the Contract, if a Breach of Security includes SPI, Subrecipient shall, at the discretion of the GLO, notify affected individuals of such Breach and provide affected individuals complimentary access to one (1) year of credit monitoring services.

#### **6. Right to Audit**

- 6.1 Upon the GLO's request and to confirm Subrecipient's compliance with this Attachment, Subrecipient grants the GLO, or a GLO-contracted vendor, permission to perform an assessment, audit, examination, investigation, or review of all controls in Subrecipient's, or Subrecipient's contractor/subcontractor's, physical and/or technical environment in relation to GLO Data. Subrecipient shall fully cooperate with such



assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure and application software that stores, processes, or transports GLO Data. In lieu of a GLO-conducted assessment, audit, examination, investigation, or review, Subrecipient may supply, upon GLO approval, the following reports: SSAE18, ISO/ICE 27001 Certification, FedRAMP Certification, and PCI Compliance Report. Subrecipient shall ensure that this clause concerning the GLO's authority to assess, audit, examine, investigate, or review is included in any contract/subcontract that Subrecipient awards.

- 6.2 At the GLO's request, Subrecipient shall promptly and accurately complete a written information security questionnaire provided by the GLO regarding Subrecipient's business practices and information technology environment in relation to GLO Data and the GLO shall consider such information to be confidential to the extent allowed by law.

**CONTRACT REPORTING TEMPLATE**

Subrecipients are to use this template to summarize all procured contracts, including those procured by Subrecipient or its subawardees. Definitions of each field can be found below. Monthly, Subrecipient shall update and upload this template in the TIGR system or provide to the GLO in a format specified by the GLO Grant Manager.

**Data Fields:**

|                                  |                                                                                                                                                                                                                                                                                                                                                  |
|----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Subrecipient                     | Enter Subrecipient name.                                                                                                                                                                                                                                                                                                                         |
| Contract Number                  | Enter Contract number.                                                                                                                                                                                                                                                                                                                           |
| Date Updated                     | Enter date template last updated.                                                                                                                                                                                                                                                                                                                |
| A. Contractor Name               | Enter name of Contracted Party                                                                                                                                                                                                                                                                                                                   |
| B. UEID Number                   | Enter Uniform Entity Identifier (UEID) number of the Contractor. <u>Note:</u> Entering the UEI into this template does not fulfill the requirement for grantees to enter UEI number into the DRGR Action Plan at the activity level. Refer to the Notice published July 11, 2014 and additional published guidance on this separate requirement. |
| C. Procured by                   | Enter name of entity that procured Contract - HUD grantee (state or local government), partner agency, a subrecipient of a state or local government, or a recipient of a state government.                                                                                                                                                      |
| D. Contract Execution Date       | Enter date the Contract was executed.                                                                                                                                                                                                                                                                                                            |
| E. Contract End Date             | Enter date the Contract will expire.                                                                                                                                                                                                                                                                                                             |
| F. Total Contract Amount         | Enter total amount of executed Contract.                                                                                                                                                                                                                                                                                                         |
| G. Amount of CDBG-MIT Funds      | Enter amount of CDBG-MIT funds from this grant used to fund the Contract.                                                                                                                                                                                                                                                                        |
| H. Brief Description of Contract | Enter a brief, one sentence description of the purpose of the Contract.                                                                                                                                                                                                                                                                          |

|                             |  |
|-----------------------------|--|
| <b>Subrecipient:</b>        |  |
| <b>GLO Contract Number:</b> |  |
| <b>Date Updated:</b>        |  |

v. 1/26/2023

**Certificate Of Completion**

Envelope Id: B7A3B8E64C7A48E68A620334C9954949

Subject: \$2M Contract: 24-065-016-E173 - Waller County (Texas GLO)

Source Envelope:

Document Pages: 84

Certificate Pages: 5

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US &amp; Canada)

Status: Completed

Envelope Originator:

Amy Navarro

1700 Congress Ave

Austin, TX 78701

Amy.Navarro@glo.texas.gov

IP Address: 204.65.210.107

**Record Tracking**

Status: Original

3/22/2024 10:19:49 AM

Holder: Amy Navarro

Amy.Navarro@glo.texas.gov

Location: DocuSign

**Signer Events**

Vada Dillawn

vada.dillawn@glo.texas.gov

Staff Attorney

Texas General Land Office

Security Level: Email, Account Authentication  
(None)**Signature**Signature Adoption: Pre-selected Style  
Using IP Address: 204.65.210.226**Timestamp**

Sent: 3/22/2024 10:40:35 AM

Viewed: 3/25/2024 12:24:05 PM

Signed: 3/25/2024 12:24:18 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Priscilla Salinas

priscilla.salinas.glo@recovery.texas.gov

Texas General Land Office

Security Level: Email, Account Authentication  
(None)Signature Adoption: Uploaded Signature Image  
Using IP Address: 99.50.237.26

Sent: 3/25/2024 12:24:27 PM

Resent: 3/27/2024 7:12:20 AM

Resent: 3/27/2024 12:29:26 PM

Viewed: 3/27/2024 3:50:37 PM

Signed: 3/27/2024 3:51:17 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Heather Lagrone

heather.lagrone.glo@recovery.texas.gov

Sr Dep director

Texas General Land Office

Security Level: Email, Account Authentication  
(None)Signature Adoption: Pre-selected Style  
Using IP Address: 108.147.32.86  
Signed using mobile

Sent: 3/27/2024 3:51:27 PM

Viewed: 3/30/2024 1:22:34 PM

Signed: 3/30/2024 1:22:45 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Marc Barenblat

marc.barenblat@glo.texas.gov

Deputy General Counsel

Texas General Land Office

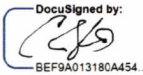
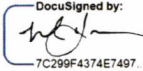
Security Level: Email, Account Authentication  
(None)Signature Adoption: Pre-selected Style  
Using IP Address: 104.15.130.4

Sent: 3/30/2024 1:22:50 PM

Viewed: 4/1/2024 2:24:39 PM

Signed: 4/3/2024 12:42:16 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

| Signer Events                                                                                                                                                                                                                                                                  | Signature                                                                                                                                                                                    | Timestamp                                                                                                                        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|
| <p>Jeff Gordon<br/>jeff.gordon@glo.texas.gov<br/>General Counsel<br/>Texas General Land Office<br/>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b><br/>Not Offered via DocuSign</p>                             |  <p>Signature Adoption: Pre-selected Style<br/>Using IP Address: 204.65.210.61</p>                          | <p>Sent: 4/3/2024 12:42:21 AM<br/>Viewed: 4/3/2024 8:47:40 AM<br/>Signed: 4/3/2024 8:47:50 AM</p>                                |
| <p>Jennifer Jones<br/>jennifer.jones@glo.texas.gov<br/>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b><br/>Not Offered via DocuSign</p>                                                                         |  <p>Signature Adoption: Pre-selected Style<br/>Using IP Address: 166.199.242.89<br/>Signed using mobile</p> | <p>Sent: 4/3/2024 8:48:02 AM<br/>Viewed: 4/3/2024 8:48:31 AM<br/>Signed: 4/3/2024 8:49:07 AM</p>                                 |
| <p>Carbett Duhon<br/>t.duhon@wallercounty.us<br/>Waller County Judge<br/>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b><br/>Not Offered via DocuSign</p>                                                       |  <p>Signature Adoption: Drawn on Device<br/>Using IP Address: 139.138.150.161</p>                           | <p>Sent: 4/3/2024 8:49:13 AM<br/>Resent: 4/4/2024 9:25:18 AM<br/>Viewed: 4/4/2024 4:13:46 PM<br/>Signed: 4/4/2024 4:14:02 PM</p> |
| <p>Mark A. Havens<br/>Mark.Havens@GLO.TEXAS.GOV<br/>Chief Clerk and Deputy Land Commissioner<br/>Texas General Land Office<br/>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b><br/>Not Offered via DocuSign</p> |  <p>Signature Adoption: Drawn on Device<br/>Using IP Address: 162.193.135.244<br/>Signed using mobile</p> | <p>Sent: 4/4/2024 4:14:09 PM<br/>Viewed: 4/5/2024 10:10:08 AM<br/>Signed: 4/5/2024 10:10:20 AM</p>                               |
| 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                                                                                                                        |
| <p>BSO Team<br/>bsorequests@recovery.texas.gov<br/>Texas General Land Office<br/>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b><br/>Not Offered via DocuSign</p>                                               | <div>COPIED</div>                                                                                                                                                                            | <p>Sent: 3/22/2024 10:40:33 AM</p>                                                                                               |



| Carbon Copy Events                                                                                                                                                                                                                                  | Status | Timestamp                                                    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|--------------------------------------------------------------|
| Joseph Cardona<br>joseph.cardona@glo.texas.gov<br>Team Lead/Contract Manager<br>Texas General Land Office<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign | COPIED | Sent: 3/22/2024 10:40:34 AM                                  |
| Drafting Requests<br>draftingrequests@GLO.TEXAS.GOV<br>Texas General Land Office<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign                          | COPIED | Sent: 3/22/2024 10:40:34 AM                                  |
| Kelly McBride<br>kelly.mcbride@glo.texas.gov<br>Director of CMD<br>Texas General Land Office<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign              | COPIED | Sent: 3/22/2024 10:40:34 AM                                  |
| Amy Navarro<br>amy.navarro@glo.texas.gov<br>Contract Specialist IV<br>Texas General Land Office<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign           | COPIED | Sent: 3/22/2024 10:40:34 AM                                  |
| Robert Sonnier<br>Bob.Sonnier@glo.texas.gov<br>Purchaser<br>Texas General Land Office<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign                     | COPIED | Sent: 3/22/2024 10:40:34 AM<br>Viewed: 3/22/2024 10:56:08 AM |
| Matthew Anderson<br>matthew.anderson@glo.texas.gov<br>Texas General Land Office<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign                           | COPIED | Sent: 3/25/2024 12:24:27 PM                                  |
| Accounting Team<br>DR.SystemAccess@glo.texas.gov<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign                                                          | COPIED | Sent: 3/25/2024 12:24:27 PM                                  |

| Carbon Copy Events                                                                                                                                                                                                                                                                | Status | Timestamp                                                         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|-------------------------------------------------------------------|
| <p>Esmeralda Sanchez<br/> Esmeralda.Sanchez.glo@recovery.texas.gov<br/> Manager<br/> Texas General Land Office<br/> Security Level: Email, Account Authentication (None)<br/> <b>Electronic Record and Signature Disclosure:</b><br/> Not Offered via DocuSign</p>                | COPIED | Sent: 3/25/2024 12:24:27 PM                                       |
| <p>Jodi Mozeika<br/> jodi.mozeika@grantworks.net<br/> Security Level: Email, Account Authentication (None)<br/> <b>Electronic Record and Signature Disclosure:</b><br/> Not Offered via DocuSign</p>                                                                              | COPIED | <p>Sent: 4/3/2024 8:48:03 AM<br/> Viewed: 4/3/2024 8:50:30 AM</p> |
| <p>Brooke Bacuetes<br/> b.bacuetes@wallercounty.us<br/> Security Level: Email, Account Authentication (None)<br/> <b>Electronic Record and Signature Disclosure:</b><br/> Not Offered via DocuSign</p>                                                                            | COPIED | <p>Sent: 4/3/2024 8:49:13 AM<br/> Viewed: 4/4/2024 9:19:46 AM</p> |
| <p>Garrett Purcell<br/> Garrett.Purcell@glo.texas.gov<br/> Security Level: Email, Account Authentication (None)<br/> <b>Electronic Record and Signature Disclosure:</b><br/> Not Offered via DocuSign</p>                                                                         | COPIED | Sent: 4/5/2024 10:10:26 AM                                        |
| <p>HUB<br/> HUB@glo.texas.gov<br/> Security Level: Email, Account Authentication (None)<br/> <b>Electronic Record and Signature Disclosure:</b><br/> Not Offered via DocuSign</p>                                                                                                 | COPIED | Sent: 4/5/2024 10:10:26 AM                                        |
| <p>Joseph Estrada<br/> joseph.estrada@glo.texas.gov<br/> Security Level: Email, Account Authentication (None)<br/> <b>Electronic Record and Signature Disclosure:</b><br/> Not Offered via DocuSign</p>                                                                           | COPIED | Sent: 4/5/2024 10:10:26 AM                                        |
| <p>Abby McClean<br/> Abby.McClean.glo@Recovery.Texas.Gov<br/> MQA Deputy Director<br/> Texas General Land Office<br/> Security Level: Email, Account Authentication (None)<br/> <b>Electronic Record and Signature Disclosure:</b><br/> Not Offered via DocuSign</p>              | COPIED | Sent: 4/5/2024 10:10:27 AM                                        |
| <p>Pamela Mathews<br/> pamela.mathews.glo@recovery.texas.gov<br/> Program Integration Director<br/> Texas General Land Office<br/> Security Level: Email, Account Authentication (None)<br/> <b>Electronic Record and Signature Disclosure:</b><br/> Not Offered via DocuSign</p> | COPIED | Sent: 4/5/2024 10:10:28 AM                                        |

| Carbon Copy Events                                                                                                                                                                                                                   | Status | Timestamp                  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|----------------------------|
| Ryne Zmolik<br>ryne.zmolik.glo@recovery.texas.gov<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign                                          | COPIED | Sent: 4/5/2024 10:10:28 AM |
| Michelle Esper-Martin<br>michelle.espermartin.glo@recovery.texas.gov<br>Management Analyst<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign | COPIED | Sent: 4/5/2024 10:10:30 AM |
| Jeana Bores<br>jeana.bores.glo@recovery.texas.gov<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign                                          | COPIED | Sent: 4/5/2024 10:10:31 AM |
| Jacob Geray<br>jacob.geray.glo@recovery.texas.gov<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign                                          | COPIED | Sent: 4/5/2024 10:10:32 AM |
| Nichole Gee<br>nichole.gee.ctr@recovery.texas.gov<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign                                          | COPIED | Sent: 4/5/2024 10:10:33 AM |

| Witness Events | Signature | Timestamp |
|----------------|-----------|-----------|
|----------------|-----------|-----------|

| Notary Events | Signature | Timestamp |
|---------------|-----------|-----------|
|---------------|-----------|-----------|

| Envelope Summary Events | Status           | Timestamps            |
|-------------------------|------------------|-----------------------|
| Envelope Sent           | Hashed/Encrypted | 3/22/2024 10:40:35 AM |
| Envelope Updated        | Security Checked | 3/27/2024 7:12:19 AM  |
| Envelope Updated        | Security Checked | 3/27/2024 7:12:19 AM  |
| Certified Delivered     | Security Checked | 4/5/2024 10:10:08 AM  |
| Signing Complete        | Security Checked | 4/5/2024 10:10:20 AM  |
| Completed               | Security Checked | 4/5/2024 10:10:33 AM  |

| Payment Events | Status | Timestamps |
|----------------|--------|------------|
|----------------|--------|------------|





Lonnie Lischka Company, L.P.  
P.O. Box 806, Bellville, TX 77418  
Office: 979-865-5941

Item 28.

## CHANGE ORDER REQUEST

February 29, 2024

Project: Goya Road Drainage Improvements

| Item # | Description                                                                                | Quantity   | Unit | Unit Cost | Total Cost      |
|--------|--------------------------------------------------------------------------------------------|------------|------|-----------|-----------------|
| B2     | 48-inch HDPE, ASTM D3350, all depths, (including bedding and backfill), complete in place. | (3,930.00) | LF   | \$ 115.60 | \$ (454,308.00) |
| B2     | 48-inch HDPE, ASTM D3350, all depths, (including bedding and backfill), complete in place. | 3,930      | LF   | \$ 131.33 | \$ 516,126.90   |

|                         |                     |
|-------------------------|---------------------|
| <b>TOTAL AMOUNT BID</b> | <b>\$ 61,818.90</b> |
|-------------------------|---------------------|

|                          |               |
|--------------------------|---------------|
| ORIGINAL CONTRACT VALUE: | \$ 647,874.73 |
|--------------------------|---------------|

|                         |      |
|-------------------------|------|
| PREVIOUS CHANGE ORDERS: | \$ - |
|-------------------------|------|

|                            |                      |
|----------------------------|----------------------|
| <b>NEW CONTRACT VALUE:</b> | <b>\$ 709,693.63</b> |
|----------------------------|----------------------|

Mike Day  
Lonnie Lischka Company  
Phone: 979-865-5941

**WALLER COUNTY  
2024 SALARY ORDER**

Amended by Commissioners' Court effective 04/07/2024

Item 29.

| 2024<br>ADJUSTED<br>RATES | 2024<br>APPROVED<br>RATE | 2024<br>BUDGETED<br>AMOUNT |
|---------------------------|--------------------------|----------------------------|
|---------------------------|--------------------------|----------------------------|

**Fund 125-Department 516**

**Sheriff-Administration**

|                       |    |       |    |           |
|-----------------------|----|-------|----|-----------|
| *37 Deputy Patrol-SRO | \$ | 25.96 | \$ | 54,413.00 |
| *38 Deputy Patrol-SRO | \$ | 25.96 | \$ | 54,413.00 |
| *39 Deputy Patrol-SRO | \$ | 25.96 | \$ | 54,413.00 |

New Positions added for Waller ISD School Resource Officers