

**NOTICE OF MEETING – COMMISSIONERS COURT**  
**RAINS COUNTY, TEXAS**

Notice is hereby given that a **REGULAR MEETING** of the Rains County Commissioners Court will be held at 10:00 a.m. on **Thursday, September 26, 2024** in the Rains County Courthouse Courtroom. The subjects to be discussed or considered or upon which any formal action may be taken are as follows:

- I. OPENING – CALL TO ORDER, PLEDGES OF ALLEGIANCE & INVOCATION
- II. OPEN FORUM
- III. PRESENTATIONS
- IV. ITEMS FOR DISCUSSION and/or ACTION

**PUBLIC HEARING**

**County and District Clerk's Record Management & Archive Plan  
Proposed Budget for FY 2024-2025**

- A. Departmental Reports
  - 1. Road & Bridge Department
    - a. Permits/Right-of-Way (ROW)
- B. Elected Official's and Finance Reports
  - 1. Financial Report
    - a. Line item transfers/budget amendments
    - b. Payment of accounts
    - c. Monthly/Quarterly Report (if presented)
    - d. Payroll & Personnel
- C. Discuss/take action regarding the FY 2024-2025 Proposed Budget.
- D. Discuss/take action regarding the County and District Clerk's Record Management & Archive Plan.
- E. Discuss/take action regarding adopting the FY 2024-2025 Budget.
- F. Discuss/take action regarding adopting the FY 2024-2025 Tax Rate.
- G. Discuss/take action regarding ratifying the Property Tax Increase reflected in the Budget.
- H. Discuss/take action regarding the Order to levy Tax and Vote on Property Tax Discount for early payment for FY 2024-2025.
- I. Discuss/take action regarding accepting the Commissioners Court minutes from the prior Regular and or Special meeting.
- J. Discuss/take action regarding approving Resolution #08-2024, Resolution Approving Assignment of Private Activity Bond Authority to Texas Department of Housing and Community Affairs: and Containing Other Provisions Relating to the Subject.
- K. Discuss/take action regarding purchasing a Big Screen TV with stand and Programming for the Annex Courtroom.
- L. Discuss/take action regarding approving the Interlocal Agreement Between County Commissioners Courts of Smith, Wood, Henderson, Van Zandt, Rains Counties, Texas and The Andrews Center.
- M. Discuss/take action regarding approving Resolution #9-2024 appointing Ashlyn Lewis and Andy Chester to the Rains County, Texas Sexual Assault Response Team (SART)
- N. Discuss/take action regarding accepting into the Minutes the Judicial Education Record for the Honorable Judge Linda Wallace.
- O. Discuss/take action regarding accepting the Resignation Letter from the Rains County Treasurer, Teresa Northcutt.
- P. Discuss/take action to Accept Applications for Rains County Treasurer.
- Q. Discuss/take action regarding setting a date (December 18, 2024) for the Rains County Awards Banquet.
- R. Discuss/take action regarding discussing Hotel/Motel tax for Rains County.
- S. Discuss/take action regarding updating OSSF Regulations.
- T. Discuss/take action regarding approving the SAVNS Maintenance Grant Contract.
- U. Discuss/take action regarding accepting into the Minutes the County Judges and Commissioners Association of Texas Continuing Education Transcript for Commissioner Jeremy Cook.

FILED FOR RECORD  
2024 SEP 23 AM 9:30  
JANIS SAWYER  
COUNTY CLERK  
RAINS COUNTY, TEXAS

## V. Administrative Court Activities and Comments

During the course of the meeting covered by this notice, should the court determine that a closed or executive meeting or session of the Court be required, then such closed or executive meeting or session as authorized by Section 551.071 through 551.076 of the Texas Government code shall be held by the Court at the date, hour, and place given in this notice or shortly thereafter. Sections (551.071 – Consult With an Attorney); (551.072 – Real Property); (551.073 – Prospective Gifts); (551.074 – Personnel Matters); (551.075 – Conference Relating to Investments); (551.076 – Security Devices).

Note: Notice posted in compliance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code

  
County Judge Linda Wallace

THE STATE OF TEXAS

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RAINS COUNTY

COMMISSIONERS

COUNTY OF RAINS

COURT

**September 26, 2024**

Be it remembered, the Commissioners Court of Rains County, Texas, being convened in its regular session in the Rains County Courthouse, on Thursday, the **26<sup>th</sup> day of September 2024, at 10:00 a.m.** with the following members of the court being present:

**County Judge Linda Wallace  
County Commissioner Mike Willis  
County Commissioner Jeremy Cook  
County Commissioner Lori Northcutt**

Taped proceedings of court duly transcribed by:

**Mandy Sawyer  
County Clerk/Court Ex-officio**

The agenda was prepared by the Judge's office announcing a meeting to be held by the Commissioners at **10:00 a.m. on Thursday, September 26, 2024.**

The posted meeting of the Commissioners Court was held at **10:00 a.m. on Thursday, the 26<sup>th</sup> day of September, 2024.**

**I. OPENING – CALL TO ORDER, PLEDGES OF ALLEGIANCE & INVOCATION**

The meeting was called to order by Judge Linda Wallace.

With members of the Court being present, Commissioner Corey Young absent, there was a quorum.

Commissioner Mike Willis led the Court with the Pledge of Allegiance to the United States of America Flag and the Pledge of Allegiance to the Texas Flag, Brother Robert Banks led the invocation.

**II. OPEN FORUM- Marvin Henson**

**III. PRESENTATIONS**

**IV. ITEMS FOR DISCUSSION and/or ACTION.**

Moved by Commissioner Mike Willis, duly seconded by Commissioner Jeremy Cook to open public hearing for County and District Clerk's Record Management & Archive Plan.

Court Members Voting Aye: Jeremy Cook, Mike Willis, Lori Northcutt and Linda Wallace.

Court Members Voting No: None

Court Members Abstaining: None

Motion Carried

Moved by Commissioner Mike Willis, duly seconded by Commissioner Lori Northcutt to close public hearing for County and District Clerk's Record Management & Archive Plan.

Court Members Voting Aye: Jeremy Cook, Mike Willis, Lori Northcutt, and Linda Wallace.

Court Members Voting No: None

Court Members Abstaining: None

Motion Carried

Moved by Commissioner Jeremy Cook, duly seconded by Commissioner Lori Northcutt to open public hearing for Proposed Budget for FY 2024-2025.

Court Members Voting Aye: Jeremy Cook, Mike Willis, Lori Northcutt and Linda Wallace.

Court Members Voting No: None

Court Members Abstaining: None

Motion Carried

Moved by Commissioner Lori Northcutt, duly seconded by Commissioner Jeremy Cook to close public hearing for Proposed Budget for FY 2024-2025.

Court Members Voting Aye: Jeremy Cook, Mike Willis, Lori Northcutt, and Linda Wallace.

Court Members Voting No: None

Court Members Abstaining: None

Motion Carried

**A. Departmental Reports**

**1. Road & Bridge Department**

**a. Permits/Right-of-Way (ROW)<sup>1</sup>**

Moved by Commissioner Mike Willis, duly seconded by Commissioner Jeremy Cook to approve the ROW and Permit requests for CR 3500.

Court Members Voting Aye: Jeremy Cook, Mike Willis, Lori Northcutt, and Linda Wallace.

Court Members Voting No: None

Court Members Abstaining: None

Motion Carried

**2. Environmental Enforcement and Emergency Management**

**3. Veterans' Services**

**4. AgriLife Extension**

**5. Indigent Health Care Program**

**6. Library**

**B. Elected Official's and Finance Reports**

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1 ROW & Permits for CR 3500

**1. Financial Report**

**a. Line-Item transfers/budget amendment.**

**b. Payment of accounts <sup>2</sup>**

Moved by Commissioner Mike Willis, duly seconded by  
Commissioner Jeremy Cook to approve payment of account in the amount of \$552,481.01  
Court Members Voting Aye: Jeremy Cook, Mike Willis,  
Lori Northcutt, and Linda Wallace.

Court Members Voting No: None  
Court Members Abstaining: None  
Motion Carried

**b. Monthly/Quarterly Report (If present)**

**c. Payroll & Personnel <sup>3</sup>**

Moved by Commissioner Mike Willis, duly seconded by  
Commissioner Jeremy Cook to accept the changes to payroll/personal into the meeting  
minutes.

Court Members Voting Aye: Jeremy Cook, Mike Willis,  
Lori Northcutt, and Linda Wallace.

Court Members Voting No: None  
Court Members Abstaining: None  
Motion Carried

**C. Discuss/take action regarding accepting the FY 2024-2025 Proposed Budget.**

Moved by Commissioner Mike Willis duly seconded by  
Commissioner Jeremy Cook to incorporate the changes being a phone allowance for Kim  
Porter of \$480.00/year and increase Maggie Ingram's pay from \$15.75 to \$16.00/hr. into  
the Proposed Budget FY 2024-2025.

Court Members Voting Aye: Jeremy Cook, Mike Willis,  
Lori Northcutt, and Linda Wallace.

Court Members Voting No: None  
Court Members Abstaining: None  
Motion Carried

**D. Discuss/take action regarding the County and District Clerk's Record  
Management & Archive Plan.**

Moved by Commissioner Mike Willis, duly seconded by  
Commissioner Lori Northcutt to approve the County and District Clerk's Record  
Management & Archive Plan.

Court Members Voting Aye: Jeremy Cook, Mike Willis,  
Lori Northcutt, and Linda Wallace.

Court Members Voting No: None  
Court Members Abstaining: None  
Motion Carried

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<sup>2</sup> Payment of Accounts

<sup>3</sup> Payroll and Personnel

**E. Discuss/take action regarding adopting the FY 2024-2025 Budget.**

Moved by Commissioner Mike Willis duly seconded by Commissioner Jeremy Cook to adopt the FY 2024-2025 Budget.

Court Members Voting Aye: Jeremy Cook, Mike Willis, Lori Northcutt, and Linda Wallace.

Court Members Voting No: None

Court Members Abstaining: None

Motion Carried

**F. Discuss/take action regarding adopting the FY 2024-2025 Tax Rate.**

Moved by Commissioner Mike Willis duly seconded by Commissioner Jeremy Cook to adopt the FY 2024-2025 Tax Rate at .5077.

Court Members Voting Aye: Jeremy Cook, Mike Willis, Lori Northcutt, and Linda Wallace.

Court Members Voting No: None

Court Members Abstaining: None

Motion Carried

**G. Discuss/take action regarding ratifying the Property Tax Increase reflected in the budget.**

Moved by Commissioner Mike Willis, duly seconded by Commissioner Jeremy Cook to ratify the Property Tax Increase reflected in the budget.

Court Members Voting Aye: Jeremy Cook, Mike Willis, Lori Northcutt, and Linda Wallace.

Court Members Voting No: None

Court Members Abstaining: None

Motion Carried

**H. Discuss/take action regarding the Order to levy Tax and Vote Property Tax discount for early payment for FY 2024-2025.4**

Moved by Commissioner Mike Willis, duly seconded by Commissioner Jeremy Cook to approve NOT allowing discount for early payment for FY 2024-2025.

Court Members Voting Aye: Jeremy Cook, Mike Willis, Lori Northcutt, and Linda Wallace.

Court Members Voting No: None

Court Members Abstaining: None

Motion Carried

**I. Discuss/take action regarding accepting the Commissioners Court minutes from the prior Regular and or Special meeting.**

Moved by Commissioner Jeremy Cook, duly seconded by Commissioner Lori Northcutt to accept the Commissioners Court minutes from the prior Regular and or Special meeting into the meeting minutes.

Court Members Voting Aye: Jeremy Cook, Mike Willis,

Lori Northcutt, and Linda Wallace.

Court Members Voting No: None  
Court Members Abstaining: None  
Motion Carried

**J. Discuss/take action regarding approving Resolution #08-2024, Resolution Approving Assignment of Private Activity Bond Authority to Texas Department of Housing and Community Affairs: and Containing Other provisions relating to the subject.<sup>5</sup>**

Moved by Commissioner Lori Northcutt, duly seconded by Commissioner Jeremy Cook to approve Resolution #08-2024, Resolution Approving Assignment of Private Activity Bond Authority to Texas Department of Housing and Community Affairs: and Containing Other provisions relating to the subject.

Court Members Voting Aye: Jeremy Cook, Mike Willis,  
Lori Northcutt, and Linda Wallace.

Court Members Voting No: None  
Court Members Abstaining: None  
Motion Carried

**K. Discuss/take action regarding purchasing a big screen TV with stand and programming for the Annex Courtroom.**

Moved by Commissioner Lori Northcutt, duly seconded by Commissioner Mike Willis approve purchasing a big screen TV with stand and programming for the Annex Courtroom.

Court Members Voting Aye: Jeremy Cook, Mike Willis,  
Lori Northcutt, and Linda Wallace.

Court Members Voting No: None  
Court Members Abstaining: None  
Motion Carried

**L. Discuss/take action regarding approving the Interlocal Agreement between County Commissioners of Smith, Wood, Henderson, Van Zandt, Rains Counties, Texas and The Andrews Center.**

Moved by Commissioner Mike Willis, duly seconded by Commissioner Jeremy Cook to approve the Interlocal Agreement between County Commissioners of Smith, Wood, Henderson, Van Zandt, Rains Counties, Texas and The Andrews Center.

Court Members Voting Aye: Jeremy Cook, Mike Willis,  
Lori Northcutt, and Linda Wallace.

Court Members Voting No: None  
Court Members Abstaining: None  
Motion Carried

**M. Discuss/take action regarding approving Resolution #09-2024 appointing Ashlyn Lewis and Andy Chester to the Rains County, Texas Sexual Assault Response Team**

**(SART).<sup>6</sup>**

Moved by Commissioner Mike Willis, duly seconded by Commissioner Lori Northcutt approving the Resolution #09-2024 appointing Ashlyn Lewis and Andy Chester, Robert Vititow, Jenny Mansfield, Michael Hopkins, Jennifer Brashear and Kim Basinger to the Rains County, Texas Sexual Assault Response Team (SART).

Court Members Voting Aye: Jeremy Cook, Mike Willis, Lori Northcutt, and Linda Wallace.

Court Members Voting No: None

Court Members Abstaining: None

Motion Carried

**N. Discuss/take action regarding accepting into the minutes the Judicial Education Record for the Honorable Judge Linda Wallace.<sup>7</sup>**

Moved by Commissioner Mike Willis, duly seconded by Commissioner Lori Northcutt to accept into the minutes the Judicial Education Record for the Honorable Judge Linda Wallace.

Court Members Voting Aye: Jeremy Cook, Mike Willis, Lori Northcutt, and Linda Wallace.

Court Members Voting No: None

Court Members Abstaining: None

Motion Carried

**O. Discuss/take action regarding accepting the resignation letter from the Rains County Treasurer, Tersea Northcutt.<sup>8</sup>**

Moved by Commissioner Lori Northcutt, duly seconded by Commissioner Jeremy Cook to accept the resignation letter from the Rains County Treasurer, Tersea Northcutt.

Court Members Voting Aye: Jeremy Cook, Mike Willis, Lori Northcutt, and Linda Wallace.

Court Members Voting No: None

Court Members Abstaining: None

Motion Carried

**P. Discuss/take action to accept applications for the Rains County Treasurer.**

Moved by Commissioner Lori Northcutt, duly seconded by Commissioner Jeremy Cook to accept applications for the Rains County Treasurer.

Court Members Voting Aye: Jeremy Cook, Mike Willis, Lori Northcutt, and Linda Wallace.

Court Members Voting No: None

Court Members Abstaining: None

Motion Carried

**Q. Discuss/take action regarding setting a date (December 18, 2024) for the**

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6 Resolution #09-2024

7 Judicial Education Record/LWallace

8 Resignation letter/Treasurer



**Rains County Awards Banquet.**

Moved by Commissioner Lori Northcutt, duly seconded by Commissioner Mike Willis to set a date for the Rains County Awards Banquet for December 18, 2024.

Court Members Voting Aye: Jeremy Cook, Mike Willis, Lori Northcutt, and Linda Wallace.

Court Members Voting No: None

Court Members Abstaining: None

Motion Carried

**R. Discuss/take action regarding discussing Hotel/Motel tax for Rains County.**

N/A

**S. Discuss/take action regarding updating OSSF Regulations.**

N/A

**T. Discuss/take action regarding approving the SAVNS Maintenance Grant Contract.<sup>9</sup>**

Moved by Commissioner Jeremy Cook, duly seconded by Commissioner Mike Willis to approve the SAVNS Maintenance Grant Contract.

Court Members Voting Aye: Jeremy Cook, Mike Willis, Lori Northcutt, and Linda Wallace.

Court Members Voting No: None

Court Members Abstaining: None

Motion Carried

**U. Discuss/take action regarding accepting into the minutes the County Judges and Commissioners Association of Texas Continuing Education Transcript for Commissioner Jeremy Cook.<sup>10</sup>**

Moved by Commissioner Lori Northcutt, duly seconded by Commissioner Jeremy Cook to accept into the minutes the County Judges and Commissioners Association of Texas Continuing Education Transcript for Commissioner Jeremy Cook.

Court Members Voting Aye: Jeremy Cook, Mike Willis, Lori Northcutt, and Linda Wallace.

Court Members Voting No: None

Court Members Abstaining: None

Motion Carried

**V. Administrative Court Activities and Comments.**

Moved by Commissioner Lori Northcutt, duly seconded by Commissioner Mike Willis to adjourn.

Court Members Voting Aye: Jeremy Cook, Mike Willis, Lori Northcutt, and Linda Wallace.

Court Members Voting No: None

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<sup>9</sup> SAVNS Maintenance Grant Contract

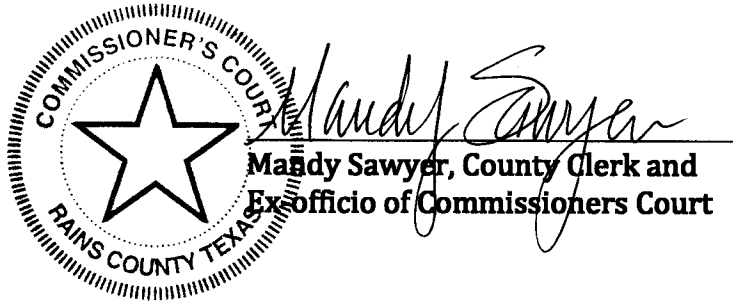
<sup>10</sup> Commissioners Association Tx Transcript/ JCook

Court Members Abstaining: None

Motion Carried

With no further business to be considered by the Court at **10:41 a.m.**, Judge Linda Wallace declared Commissioners Court adjourned.

On this the 26<sup>th</sup> day of September, 2024, I, Mandy Sawyer, attest to the accuracy of this record.



# BRIGHT STAR-SALEM SPECIAL UTILITY DISTRICT

Providing Quality Water Service to Wood and Rains Counties Since 1971

September 16, 2024

Rains County Road & Bridge Department  
PO Box 185  
Emory, Texas 75440  
903-473-5000 ext 4, Fax # 903-473-5070  
[Ronnie.morgan@co.rains.tx.us](mailto:Ronnie.morgan@co.rains.tx.us), [cory.parker@co.rains.tx.us](mailto:cory.parker@co.rains.tx.us)

## **NOTICE OF INSTALLATION OF BURIED WATER LINES**

Formal Notice is hereby given that Bright Star-Salem Special Utility District requests permission to place a 4" PVC CL 200 buried water line under the ROW of Rains County Road 3500.

The new 4" PVC Yelomine water line will cross RCR 3500 through a road bore with a 6" PVC SCH 40 casing. The road crossing and water line will be located as follows:

- 1) The road bore and water line will be installed on RCR 3500. From the intersection of RCR 3502 and RCR 33500 go West on RCR 3500 for approximately 300 feet to location of proposed road bore. The location of the road bore will be marked with blue flags.

A drawing showing the exact location of the proposed road bore is enclosed for your review.

The construction is being done for North Shore Phase III.

The new water line will be installed within (2) feet of the ROW at all locations possible, and at a minimum cover depth of (thirty) inches. The road bore will extend from ditch line to ditch line.

Bright Star-Salem SUD agrees to assume liability for any damage to the roadway and/or ROW, which may be caused from the construction.

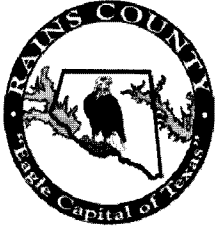
In the event subsequent construction in connection with the repair widening or improvement of the present roadway may require the lowering, revamping or relocation of the water line. Bright Star-Salem SUD will bear all expenses of such lowering, revamping, or relocating of the facilities.

Sincerely,



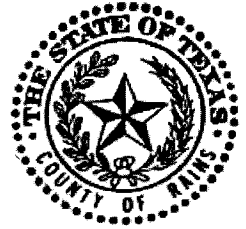
Sherree Latham  
Assist General Manager  
Bright Star-Salem SUD

238 N. Osborn Street, Alba, TX 75410 • Phone: 903-765-2701  
Email: [brightstarsud@yahoo.com](mailto:brightstarsud@yahoo.com)  
Website: [www.brightstarwater.com](http://www.brightstarwater.com)  
Office Hours: 8 AM to 4 PM



**COUNTY OF RAINS  
ROAD & BRIDGE ADMINISTRATION**

1293 S. State Highway 19  
P.O. Box 185  
Emory, Texas 75440  
Phone (903) 473-5099 Fax (903) 473- 5070  
Ronnie.morgan@co.rains.tx.us



September 19, 2024

Bright Star Salem SUD  
Attn. Ms. Sherree Latham  
PO Box 620  
Alba, Texas 75410  
903-765-2701

**NOTICE OF INSTALLATION OF BURIED WATER LINES**

Dear Ms. Latham:

Rains County has no objection to place buried water lines along the right-of-way as the sketches you have presented to us on County Road 3500. The new line to be placed at a ( 30 ") minimum depth..

It is expressly understood that Rains County does not purport, hereby, to grant any right, claim, title, or easement in or upon the right-of-way. A permit is hereby granted for continuous use with the following conditions:

1. All work within County Road right-of-way shall be performed in accordance with County instructions. Areas trenched within the road right-of-way for the installation of utility lines/cables or other services must be returned to their original condition. The installation of any utility shall not damage the roadway and adequate provisions must be made to cause minimum inconvenience to traffic and adjacent property owner.
2. All water and gas lines across County Roads shall be bored and encased, all other utility installations shall be bored:
3. The owner, his heirs or assigns shall bear expense of removal or relocations should Rains County require same for purposes of improving or widening the road, or in the event said road shall become a Farm-to-Market Road or Highway.
4. Rains County, its employees, agents, or assigns will be held harmless of all claims, actions or damages of every kind and description which may accrue to be suffered by any person or persons, corporation or property by reason of the performance of any such

work, character of materials used or manner of any installation, maintenance or operation or by improper occupancy or right-of-way or public place or public structure, and in case any suit or action is brought against Rains County for damages arising out of reason of any of the above causes.

5. Bright Star Salem SUD (Grantee) its successors or assigns will be upon notice to him or them of commencement of such action, defend the same at this or their own expense and satisfy any judgment after said suit or action shall have finally been determined if adverse to Rains County.
6. Rains County, its employees and agents will at no time be held liable for any damage or injury done to property of Bright Star Salem SUD (Grantee), whether in contract or in tort, which may result from improving and/or maintaining county roads; and
7. The job superintendent must contact Rains County Road and Bridge Administrator to schedule a meeting at the job-site 48 hours prior to commencing work. The Administrator, Ronnie Morgan can be contacted at (903) 473-5099 .  
(7:00 a.m. 4:00 p.m.)

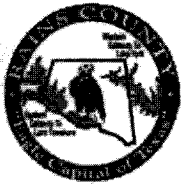
**Approved by Rains County Road and Bridge Administrator this September 19, 2024. The construction crew should have a copy of this letter in it's possession during construction.**

Regards,

***Ronnie Morgan***

Ronnie Morgan  
Rains County Road and Bridge Administrator

RM/CHP



Rains County, TX

# Payables Report 09-26-2024

By Vendor Name

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: 00001 - 3AM HOLDINGS DBA POSTCOM</b>					
3AM HOLDINGS DBA POSTCO	100001018	09/26/2024	County-IT SERVICES	002-1175-57130	1,725.00
3AM HOLDINGS DBA POSTCO	100001033	09/26/2024	SHRF-IT SERVICES	002-1175-57130	1,150.00
3AM HOLDINGS DBA POSTCO	100001042	09/26/2024	County-CYBER SECURITY	002-1175-57180	160.00
3AM HOLDINGS DBA POSTCO	100001054	09/26/2024	SHRF-CYBER SECURITY	002-1175-57180	80.00
<b>Vendor 00001 - 3AM HOLDINGS DBA POSTCOM Total:</b>					<b>3,115.00</b>
<b>Vendor: 00091 - ACTION CLEANING SYSTEMS INC.</b>					
ACTION CLEANING SYSTEMS I	D47184	09/26/2024	SHRF-Power Washer Soap	002-1110-52225	373.00
ACTION CLEANING SYSTEMS I	T54973	09/26/2024	YARD-1 HOSE 3/8"X100' 2W 6	010-1150-52220	314.00
<b>Vendor 00091 - ACTION CLEANING SYSTEMS INC. Total:</b>					<b>687.00</b>
<b>Vendor: 00068 - ADVANCED DIESEL SERVICES LLC</b>					
ADVANCED DIESEL SERVICES L	24245	09/26/2024	111 FILTERS AND SENSOR INV	010-1150-52225	2,645.61
<b>Vendor 00068 - ADVANCED DIESEL SERVICES LLC Total:</b>					<b>2,645.61</b>
<b>Vendor: 00106 - AFLAC</b>					
AFLAC	INV0000127	09/04/2024	PY AFLAC Accident (AfterTax)	002-21320	5.94
AFLAC	INV0000128	09/04/2024	PY AFLAC Accident (Pre-Tax) D	002-21320	114.55
AFLAC	INV0000128	09/04/2024	PY AFLAC Accident (Pre-Tax) D	010-21320	31.68
AFLAC	INV0000128	09/04/2024	PY AFLAC Accident (Pre-Tax) D	034-21320	16.20
AFLAC	INV0000129	09/04/2024	PY AFLAC Cancer (Pre-Tax) De	002-21320	116.58
AFLAC	INV0000129	09/04/2024	PY AFLAC Cancer (Pre-Tax) De	010-21320	18.63
AFLAC	INV0000130	09/04/2024	PY AFLAC Hospital (Pre-Tax) D	002-21320	21.12
AFLAC	INV0000131	09/04/2024	PY AFLAC Life (After Tax) Dedu	002-21320	31.32
AFLAC	INV0000132	09/04/2024	PY AFLAC Spec Event (Pre-Tax)	002-21320	32.82
AFLAC	INV0000159	09/18/2024	PY AFLAC Accident (AfterTax)	002-21320	5.94
AFLAC	INV0000160	09/18/2024	PY AFLAC Accident (Pre-Tax) D	002-21320	114.55
AFLAC	INV0000160	09/18/2024	PY AFLAC Accident (Pre-Tax) D	010-21320	31.68
AFLAC	INV0000160	09/18/2024	PY AFLAC Accident (Pre-Tax) D	034-21320	16.20
AFLAC	INV0000161	09/18/2024	PY AFLAC Cancer (Pre-Tax) De	002-21320	116.58
AFLAC	INV0000161	09/18/2024	PY AFLAC Cancer (Pre-Tax) De	010-21320	18.63
AFLAC	INV0000162	09/18/2024	PY AFLAC Hospital (Pre-Tax) D	002-21320	21.12
AFLAC	INV0000163	09/18/2024	PY AFLAC Life (After Tax) Dedu	002-21320	31.32
AFLAC	INV0000164	09/18/2024	PY AFLAC Spec Event (Pre-Tax)	002-21320	32.82
<b>Vendor 00106 - AFLAC Total:</b>					<b>777.68</b>
<b>Vendor: 00912 - ALBA GOLDEN ISD</b>					
ALBA GOLDEN ISD	Student Allocation 9/24	09/26/2024	Student Allocation	027-0000-51405	4,458.89
<b>Vendor 00912 - ALBA GOLDEN ISD Total:</b>					<b>4,458.89</b>
<b>Vendor: 00191 - ANDREWS CENTER</b>					
ANDREWS CENTER	Jail Inmate Health 9/24	09/26/2024	INMATE HEALTH	002-1005-55320	388.67
<b>Vendor 00191 - ANDREWS CENTER Total:</b>					<b>388.67</b>
<b>Vendor: 04237 - ARCOSA CRUSHED CONCRETE</b>					
ARCOSA CRUSHED CONCRETE	A240770710	09/26/2024	YARD-1 23.19 TONS INVOICE#	010-1150-52320	486.99
ARCOSA CRUSHED CONCRETE	A240770837	09/26/2024	YARD-1 23.66 TONS INVOICE#	010-1150-52320	496.86
ARCOSA CRUSHED CONCRETE	A240770838	09/26/2024	YARD-1 23.94 TONS INVOICE#	010-1150-52320	502.74
ARCOSA CRUSHED CONCRETE	A240771133	09/26/2024	YARD-1 C/C 23.65 TONS INVOI	010-1150-52320	496.65
ARCOSA CRUSHED CONCRETE	A240771134	09/26/2024	YARD-1 C/C 23.07 TONS INVOI	010-1150-52320	484.47
<b>Vendor 04237 - ARCOSA CRUSHED CONCRETE Total:</b>					<b>2,467.71</b>
<b>Vendor: 00245 - ATMOS ENERGY</b>					
ATMOS ENERGY	3044145298 9/24	09/26/2024	SHRF/Jail-Gas	002-1109-51210	200.73
ATMOS ENERGY	3044145298 9/24	09/26/2024	SHRF/Jail-Gas	002-1110-51210	200.73
ATMOS ENERGY	3021238810 9/24	09/26/2024	Annex-Gas	002-1002-51210	7.52
ATMOS ENERGY	3021238810 9/24	09/26/2024	Annex-Gas	002-1003-51210	7.52
ATMOS ENERGY	3021238810 9/24	09/26/2024	Annex-Gas	002-1006-51210	7.52

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ATMOS ENERGY	3021238810 9/24	09/26/2024	Annex-Gas	002-1007-51210	7.52
ATMOS ENERGY	3021238810 9/24	09/26/2024	Annex-Gas	002-1030-51210	11.31
ATMOS ENERGY	3021238810 9/24	09/26/2024	Annex-Gas	002-1060-51210	11.29
ATMOS ENERGY	3021238810 9/24	09/26/2024	Annex-Gas	002-1065-51210	11.29
ATMOS ENERGY	3021238810 9/24	09/26/2024	Annex-Gas	002-1075-51210	7.52
ATMOS ENERGY	3021238810 9/24	09/26/2024	Annex-Gas	002-1080-51210	3.76
ATMOS ENERGY	3021239006 9/24	09/26/2024	Arr Bldg-Gas	002-1085-51210	10.72
ATMOS ENERGY	3021239006 9/24	09/26/2024	Arr Bldg-Gas	002-1114-51210	10.72
ATMOS ENERGY	3021239006 9/24	09/26/2024	Arr Bldg-Gas	002-1115-51210	10.93
ATMOS ENERGY	3021239006 9/24	09/26/2024	Arr Bldg-Gas	002-1121-51210	10.72
ATMOS ENERGY	3021239006 9/24	09/26/2024	Arr Bldg-Gas	002-1122-51210	10.72
ATMOS ENERGY	3021239006 9/24	09/26/2024	Arr Bldg-Gas	002-1123-51210	10.72
ATMOS ENERGY	3021239006 9/24	09/26/2024	Arr Bldg-Gas	002-1124-51210	10.72
ATMOS ENERGY	3024945578 9/24	09/26/2024	Justice Ctr-Gas	002-1006-51210	75.25
ATMOS ENERGY	3044128717 9/24	09/26/2024	DL Office-Gas	002-1006-51210	77.90
ATMOS ENERGY	4037099191 9/24	09/26/2024	Library-Gas	034-1125-51210	81.46
Vendor 00245 - ATMOS ENERGY Total:					786.57

Vendor: 00324 - BEN E KEITH DFW

BEN E KEITH DFW	12884477	09/26/2024	Prisoner Food,Trash Bags	002-1109-51135	28.74
BEN E KEITH DFW	12884477	09/26/2024	Prisoner Food,Trash Bags	002-1109-54310	1,022.67
BEN E KEITH DFW	12951393	09/26/2024	Prisoner Food	002-1109-54310	623.29
BEN E KEITH DFW	12961936	09/26/2024	Prisoner Food	002-1109-54310	560.73
BEN E KEITH DFW	12966038	09/26/2024	Prisoner Food	002-1109-54310	1,732.96
Vendor 00324 - BEN E KEITH DFW Total:					3,968.39

Vendor: 00432 - BRODART CO

BRODART CO	B6855086	09/26/2024	books	034-1125-51440	136.29
BRODART CO	B6856788	09/26/2024	books	034-1125-51440	50.05
Vendor 00432 - BRODART CO Total:					186.34

Vendor: 00453 - BUDGET BUSINESS SYSTEMS

BUDGET BUSINESS SYSTEMS	055788	09/26/2024	CClerk-Ink Cartridge	002-1060-51100	160.00
BUDGET BUSINESS SYSTEMS	056049	09/26/2024	Multi Dept-Copier Usage	002-1002-51110	0.29
BUDGET BUSINESS SYSTEMS	056049	09/26/2024	Multi Dept-Copier Usage	002-1003-51110	0.28
BUDGET BUSINESS SYSTEMS	056049	09/26/2024	Multi Dept-Copier Usage	002-1010-51110	8.52
BUDGET BUSINESS SYSTEMS	056049	09/26/2024	Multi Dept-Copier Usage	002-1030-51110	0.55
BUDGET BUSINESS SYSTEMS	056049	09/26/2024	Multi Dept-Copier Usage	002-1060-51110	32.84
BUDGET BUSINESS SYSTEMS	056049	09/26/2024	Multi Dept-Copier Usage	002-1065-51110	14.05
BUDGET BUSINESS SYSTEMS	056049	09/26/2024	Multi Dept-Copier Usage	002-1070-51110	6.43
BUDGET BUSINESS SYSTEMS	056049	09/26/2024	Multi Dept-Copier Usage	002-1070-51110	0.28
BUDGET BUSINESS SYSTEMS	056049	09/26/2024	Multi Dept-Copier Usage	002-1075-51110	0.28
BUDGET BUSINESS SYSTEMS	056049	09/26/2024	Multi Dept-Copier Usage	002-1080-51110	8.87
BUDGET BUSINESS SYSTEMS	056049	09/26/2024	Multi Dept-Copier Usage	002-1085-51110	1.06
BUDGET BUSINESS SYSTEMS	056049	09/26/2024	Multi Dept-Copier Usage	002-1090-51110	20.63
BUDGET BUSINESS SYSTEMS	056049	09/26/2024	Multi Dept-Copier Usage	002-1100-51110	6.22
BUDGET BUSINESS SYSTEMS	056049	09/26/2024	Multi Dept-Copier Usage	002-1109-51110	21.11
BUDGET BUSINESS SYSTEMS	056049	09/26/2024	Multi Dept-Copier Usage	002-1110-51110	13.22
BUDGET BUSINESS SYSTEMS	056049	09/26/2024	Multi Dept-Copier Usage	002-1114-51110	1.06
BUDGET BUSINESS SYSTEMS	056049	09/26/2024	Multi Dept-Copier Usage	002-1115-51110	1.05
BUDGET BUSINESS SYSTEMS	056049	09/26/2024	Multi Dept-Copier Usage	002-1121-51110	1.06
BUDGET BUSINESS SYSTEMS	056049	09/26/2024	Multi Dept-Copier Usage	002-1122-51110	1.06
BUDGET BUSINESS SYSTEMS	056049	09/26/2024	Multi Dept-Copier Usage	002-1123-51110	1.06
BUDGET BUSINESS SYSTEMS	056049	09/26/2024	Multi Dept-Copier Usage	002-1124-51110	1.06
BUDGET BUSINESS SYSTEMS	056049	09/26/2024	Multi Dept-Copier Usage	010-1150-51110	24.62
BUDGET BUSINESS SYSTEMS	056049	09/26/2024	Multi Dept-Copier Usage	034-1125-51110	38.35
BUDGET BUSINESS SYSTEMS	056480	09/26/2024	Multi Dept-Copier Usage	002-1002-51110	3.54
BUDGET BUSINESS SYSTEMS	056480	09/26/2024	Multi Dept-Copier Usage	002-1003-51110	3.55
BUDGET BUSINESS SYSTEMS	056480	09/26/2024	Multi Dept-Copier Usage	002-1010-51110	16.08
BUDGET BUSINESS SYSTEMS	056480	09/26/2024	Multi Dept-Copier Usage	002-1030-51110	56.06
BUDGET BUSINESS SYSTEMS	056480	09/26/2024	Multi Dept-Copier Usage	002-1060-51110	21.93
BUDGET BUSINESS SYSTEMS	056480	09/26/2024	Multi Dept-Copier Usage	002-1065-51110	9.65

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BUDGET BUSINESS SYSTEMS	056480	09/26/2024	Multi Dept-Copier Usage	002-1070-51110	8.87
BUDGET BUSINESS SYSTEMS	056480	09/26/2024	Multi Dept-Copier Usage	002-1070-51110	3.55
BUDGET BUSINESS SYSTEMS	056480	09/26/2024	Multi Dept-Copier Usage	002-1075-51110	3.55
BUDGET BUSINESS SYSTEMS	056480	09/26/2024	Multi Dept-Copier Usage	002-1080-51110	10.04
BUDGET BUSINESS SYSTEMS	056480	09/26/2024	Multi Dept-Copier Usage	002-1085-51110	0.75
BUDGET BUSINESS SYSTEMS	056480	09/26/2024	Multi Dept-Copier Usage	002-1090-51110	14.75
BUDGET BUSINESS SYSTEMS	056480	09/26/2024	Multi Dept-Copier Usage	002-1100-51110	6.12
BUDGET BUSINESS SYSTEMS	056480	09/26/2024	Multi Dept-Copier Usage	002-1109-51110	20.03
BUDGET BUSINESS SYSTEMS	056480	09/26/2024	Multi Dept-Copier Usage	002-1110-51110	9.13
BUDGET BUSINESS SYSTEMS	056480	09/26/2024	Multi Dept-Copier Usage	002-1114-51110	0.75
BUDGET BUSINESS SYSTEMS	056480	09/26/2024	Multi Dept-Copier Usage	002-1115-51110	0.75
BUDGET BUSINESS SYSTEMS	056480	09/26/2024	Multi Dept-Copier Usage	002-1121-51110	0.75
BUDGET BUSINESS SYSTEMS	056480	09/26/2024	Multi Dept-Copier Usage	002-1122-51110	0.75
BUDGET BUSINESS SYSTEMS	056480	09/26/2024	Multi Dept-Copier Usage	002-1123-51110	0.75
BUDGET BUSINESS SYSTEMS	056480	09/26/2024	Multi Dept-Copier Usage	002-1124-51110	0.75
BUDGET BUSINESS SYSTEMS	056480	09/26/2024	Multi Dept-Copier Usage	010-1150-51110	22.49
BUDGET BUSINESS SYSTEMS	056480	09/26/2024	Multi Dept-Copier Usage	034-1125-51110	28.11
<b>Vendor 00453 - BUDGET BUSINESS SYSTEMS Total:</b>					<b>606.65</b>
<b>Vendor: 24644 - CAMERON CARROLL</b>					
CAMERON CARROLL	Mileage Reimb 9/24	09/26/2024	Jail School Mileage Reimburse	002-1109-51300	348.40
<b>Vendor 24644 - CAMERON CARROLL Total:</b>					<b>348.40</b>
<b>Vendor: 00627 - CINTAS CORPORATION #495</b>					
CINTAS CORPORATION #495	4203083074	09/26/2024	UNIFORMS 4203083074	010-1150-51315	267.54
CINTAS CORPORATION #495	4203887765	09/26/2024	UNIFORMS 4203887765	010-1150-51315	267.54
CINTAS CORPORATION #495	4204528585	09/26/2024	UNIFORMS 4204528585	010-1150-51315	267.54
CINTAS CORPORATION #495	4205242156	09/26/2024	UNIFORMS 4205242156	010-1150-51315	267.54
<b>Vendor 00627 - CINTAS CORPORATION #495 Total:</b>					<b>1,070.16</b>
<b>Vendor: 00626 - CINTAS CORPORATION</b>					
CINTAS CORPORATION	5230244225	09/26/2024	YARD-1 SAFETY MEDICAL SUP	010-1150-51165	92.34
<b>Vendor 00626 - CINTAS CORPORATION Total:</b>					<b>92.34</b>
<b>Vendor: 00638 - CITY OF EMORY</b>					
CITY OF EMORY	Acct. 108 9/24	09/26/2024	Justice Ctr-Water	002-1006-51220	43.00
CITY OF EMORY	Acct. 313 9/24	09/26/2024	SHRF/JAIL WATER	002-1109-51220	283.80
CITY OF EMORY	Acct. 313 9/24	09/26/2024	SHRF/JAIL WATER	002-1110-51220	283.79
CITY OF EMORY	Acct. 761 9/24	09/26/2024	AGRILFE WATER	002-1010-51220	106.13
CITY OF EMORY	Acct. 764 9/24	09/26/2024	ARR BLDG WATER	002-1085-51220	6.51
CITY OF EMORY	Acct. 764 9/24	09/26/2024	ARR BLDG WATER	002-1114-51220	6.51
CITY OF EMORY	Acct. 764 9/24	09/26/2024	ARR BLDG WATER	002-1115-51220	6.59
CITY OF EMORY	Acct. 764 9/24	09/26/2024	ARR BLDG WATER	002-1121-51220	6.51
CITY OF EMORY	Acct. 764 9/24	09/26/2024	ARR BLDG WATER	002-1122-51220	6.51
CITY OF EMORY	Acct. 764 9/24	09/26/2024	ARR BLDG WATER	002-1123-51220	6.51
CITY OF EMORY	Acct. 764 9/24	09/26/2024	ARR BLDG WATER	002-1124-51220	6.51
CITY OF EMORY	Acct. 295 9/24	09/26/2024	LIBRARY WATER	034-1125-51220	152.28
CITY OF EMORY	Acct. 611 9/24	09/26/2024	CRTHSE WATER	002-1006-51220	270.06
CITY OF EMORY	Acct. 611 9/24	09/26/2024	CRTHSE WATER	002-1070-51220	83.10
CITY OF EMORY	Acct. 611 9/24	09/26/2024	CRTHSE WATER	002-1090-51220	83.10
CITY OF EMORY	Acct. 611 9/24	09/26/2024	CRTHSE WATER	002-1100-51220	83.09
CITY OF EMORY	Acct. 836 9/24	09/26/2024	ANNEX WATER	002-1002-51220	34.20
CITY OF EMORY	Acct. 836 9/24	09/26/2024	ANNEX WATER	002-1003-51220	34.20
CITY OF EMORY	Acct. 836 9/24	09/26/2024	ANNEX WATER	002-1006-51220	34.20
CITY OF EMORY	Acct. 836 9/24	09/26/2024	ANNEX WATER	002-1007-51220	34.20
CITY OF EMORY	Acct. 836 9/24	09/26/2024	ANNEX WATER	002-1030-51220	51.30
CITY OF EMORY	Acct. 836 9/24	09/26/2024	ANNEX WATER	002-1060-51220	51.30
CITY OF EMORY	Acct. 836 9/24	09/26/2024	ANNEX WATER	002-1065-51220	51.30
CITY OF EMORY	Acct. 836 9/24	09/26/2024	ANNEX WATER	002-1075-51220	34.20
CITY OF EMORY	Acct. 836 9/24	09/26/2024	ANNEX WATER	002-1080-51220	17.08
CITY OF EMORY	Acct. 781 9/24	09/26/2024	CHILD ADV WATER	002-1006-51220	98.20
<b>Vendor 00638 - CITY OF EMORY Total:</b>					<b>1,874.18</b>



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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: 04217 - CLAY JOHNSON LAW P.C.</b>					
CLAY JOHNSON LAW P.C.	Spigner #6580	09/26/2024	CAUSE#6580 - SPIGNER	002-1002-54100	2,200.00
<b>Vendor 04217 - CLAY JOHNSON LAW P.C. Total:</b>					<b>2,200.00</b>
<b>Vendor: 00853 - DALLAS COUNTY TREASURER</b>					
DALLAS COUNTY TREASURER	51531	09/26/2024	August Autopsies	002-1090-53160	7,425.00
<b>Vendor 00853 - DALLAS COUNTY TREASURER Total:</b>					<b>7,425.00</b>
<b>Vendor: 24666 - DAVID HOLMAN</b>					
DAVID HOLMAN	Reimbursement	09/26/2024	Battery for patrol portable	002-1110-52220	34.37
<b>Vendor 24666 - DAVID HOLMAN Total:</b>					<b>34.37</b>
<b>Vendor: 04006 - DAVID'S TIRE SHOP</b>					
DAVID'S TIRE SHOP	1686078	09/26/2024	SHRF-TIRE PATCH/REPAIR 503	002-1110-52225	15.00
DAVID'S TIRE SHOP	2000375	09/26/2024	SHRF-Mount/Balance 511	002-1110-52225	15.00
DAVID'S TIRE SHOP	1686080	09/26/2024	SHRF-Flat Fix #20	002-1110-52225	15.00
DAVID'S TIRE SHOP	1686081	09/26/2024	SHRF-Patch #511	002-1110-52225	15.00
DAVID'S TIRE SHOP	2000378	09/26/2024	RB-120 USED TIRE AND DISPO	010-1150-52210	165.00
DAVID'S TIRE SHOP	2000379	09/26/2024	RB-404 MOUNT TIRE	010-1150-52220	15.00
DAVID'S TIRE SHOP	2000381	09/26/2024	RB-99 ROTATE/BALANCE/PATC	010-1150-52225	55.00
DAVID'S TIRE SHOP	2000382	09/26/2024	703 FLAT REPAIR INVOICE# 20	010-1150-52220	45.00
DAVID'S TIRE SHOP	2000383	09/26/2024	FLAT FIX 111 2000383	010-1150-52225	45.00
DAVID'S TIRE SHOP	2000384	09/26/2024	703 FLAT REPAIR INVOICE# 20	010-1150-52225	45.00
<b>Vendor 04006 - DAVID'S TIRE SHOP Total:</b>					<b>430.00</b>
<b>Vendor: 01110 - DEARBORN LIFE INSURANCE COMPANY</b>					
DEARBORN LIFE INSURANCE C	INV0000135	09/04/2024	PY DN Life & AD&D Employer	002-21225	598.08
DEARBORN LIFE INSURANCE C	INV0000135	09/04/2024	PY DN Life & AD&D Employer	010-21225	106.18
DEARBORN LIFE INSURANCE C	INV0000135	09/04/2024	PY DN Life & AD&D Employer	034-21225	19.05
DEARBORN LIFE INSURANCE C	INV0000141	09/04/2024	PY Long Term Disability Deduc	002-21225	13.66
DEARBORN LIFE INSURANCE C	INV0000141	09/04/2024	PY Long Term Disability Deduc	010-21225	71.43
DEARBORN LIFE INSURANCE C	INV0000142	09/04/2024	PY Short Term Disability Dedu	002-21225	187.74
DEARBORN LIFE INSURANCE C	INV0000142	09/04/2024	PY Short Term Disability Dedu	010-21225	60.52
DEARBORN LIFE INSURANCE C	INV0000143	09/04/2024	PY Supp Life & AD&D -Child D	002-21225	12.70
DEARBORN LIFE INSURANCE C	INV0000143	09/04/2024	PY Supp Life & AD&D -Child D	010-21225	1.27
DEARBORN LIFE INSURANCE C	INV0000143	09/04/2024	PY Supp Life & AD&D -Child D	034-21225	1.27
DEARBORN LIFE INSURANCE C	INV0000144	09/04/2024	PY Supp Life & AD&D Employ	002-21225	383.81
DEARBORN LIFE INSURANCE C	INV0000144	09/04/2024	PY Supp Life & AD&D Employ	010-21225	73.71
DEARBORN LIFE INSURANCE C	INV0000144	09/04/2024	PY Supp Life & AD&D Employ	034-21225	11.98
DEARBORN LIFE INSURANCE C	INV0000145	09/04/2024	PY Supp Life & AD&D -Spouse	002-21225	70.36
DEARBORN LIFE INSURANCE C	INV0000145	09/04/2024	PY Supp Life & AD&D -Spouse	010-21225	6.92
DEARBORN LIFE INSURANCE C	INV0000169	09/18/2024	PY Long Term Disability Deduc	002-21225	13.66
DEARBORN LIFE INSURANCE C	INV0000169	09/18/2024	PY Long Term Disability Deduc	010-21225	71.43
DEARBORN LIFE INSURANCE C	INV0000170	09/18/2024	PY Short Term Disability Dedu	002-21225	187.74
DEARBORN LIFE INSURANCE C	INV0000170	09/18/2024	PY Short Term Disability Dedu	010-21225	60.52
DEARBORN LIFE INSURANCE C	INV0000171	09/18/2024	PY Supp Life & AD&D -Child D	002-21225	12.70
DEARBORN LIFE INSURANCE C	INV0000171	09/18/2024	PY Supp Life & AD&D -Child D	010-21225	1.27
DEARBORN LIFE INSURANCE C	INV0000171	09/18/2024	PY Supp Life & AD&D -Child D	034-21225	1.27
DEARBORN LIFE INSURANCE C	INV0000172	09/18/2024	PY Supp Life & AD&D Employ	002-21225	383.81
DEARBORN LIFE INSURANCE C	INV0000172	09/18/2024	PY Supp Life & AD&D Employ	010-21225	73.71
DEARBORN LIFE INSURANCE C	INV0000172	09/18/2024	PY Supp Life & AD&D Employ	034-21225	11.98
DEARBORN LIFE INSURANCE C	INV0000173	09/18/2024	PY Supp Life & AD&D -Spouse	002-21225	70.36
DEARBORN LIFE INSURANCE C	INV0000173	09/18/2024	PY Supp Life & AD&D -Spouse	010-21225	6.92
<b>Vendor 01110 - DEARBORN LIFE INSURANCE COMPANY Total:</b>					<b>2,514.05</b>
<b>Vendor: 01176 - DIGITAL GRAPHICS LLC</b>					
DIGITAL GRAPHICS LLC	11053	09/26/2024	SHRF-Shirts	002-1110-51315	634.16
<b>Vendor 01176 - DIGITAL GRAPHICS LLC Total:</b>					<b>634.16</b>
<b>Vendor: 01254 - DUKO OIL CO</b>					
DUKO OIL CO	D43080	09/26/2024	120 VEHICLE FUEL 26.00 GAL	010-1150-52200	68.53
DUKO OIL CO	D43081	09/26/2024	111 BULK DEF 6.32 GAL	010-1150-52200	13.53
DUKO OIL CO	D43081	09/26/2024	111 VEHICLE FUEL 76.00 GAL	010-1150-52200	200.31
DUKO OIL CO	D43082	09/26/2024	RB-101 VEHICLE FUEL 63.00 G	010-1150-52200	166.05

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
DUKO OIL CO	D43083	09/26/2024	RB-207 DYED DIESEL 10.90 GA	010-1150-52200	26.56
DUKO OIL CO	D43084	09/26/2024	RB-111 VEHICLE FUEL 53.00 G	010-1150-52200	139.69
DUKO OIL CO	D43085	09/26/2024	RB-410 AW 68 HYD 2 BUCKET	010-1150-52200	98.90
DUKO OIL CO	D43086	09/26/2024	110 DYED DIESEL 40.00 GAL	010-1150-52200	93.50
DUKO OIL CO	D43086	09/26/2024	410 TRACTOR HYD 4.00 PAILS	010-1150-52200	157.68
DUKO OIL CO	D43088	09/26/2024	101 BULK DEF 8.25 GAL	010-1150-52200	17.66
DUKO OIL CO	D43088	09/26/2024	101 VEHICLE FUEL 61.00 GAL	010-1150-52200	154.48
DUKO OIL CO	D43089	09/26/2024	RB-110 DYED DIESEL 67.00 GA	010-1150-52200	163.25
DUKO OIL CO	D43090	09/26/2024	RB-120 VEHICLE FUEL 28.00 G	010-1150-52200	73.80
DUKO OIL CO	D43091	09/26/2024	103 BULK DEF 0.70 GAL	010-1150-52200	1.50
DUKO OIL CO	D43091	09/26/2024	103 VEHICLE FUEL 19.00 GAL	010-1150-52200	50.08
DUKO OIL CO	D43092	09/26/2024	207 BULK DEF 1.00 GAL	010-1150-52200	2.14
DUKO OIL CO	D43092	09/26/2024	207 DYED DIESEL 10.00 GAL	010-1150-52200	24.37
DUKO OIL CO	D43100	09/26/2024	129 DYED DIESEL 56.00 GAL	010-1150-52200	136.45
DUKO OIL CO	D43101	09/26/2024	121 VEHICLE FUEL 27.00 GAL	010-1150-52200	71.16
DUKO OIL CO	D43105	09/26/2024	720 DYED DIESEL 12.20 GAL	010-1150-52200	27.79
DUKO OIL CO	D43106	09/26/2024	129 DYED DIESEL 90.00 GAL	010-1150-52200	204.99
DUKO OIL CO	D43107	09/26/2024	420 DYED DIESEL 35.00 GAL	010-1150-52200	79.72
DUKO OIL CO	D43107	09/26/2024	420 BULK DEF 1.60 GAL	010-1150-52200	3.42
DUKO OIL CO	D43108	09/26/2024	104 VEHICLE FUEL 11.00 GAL	010-1150-52200	27.20
DUKO OIL CO	D43109	09/26/2024	101 VEHICLE FUEL 49.00 GAL	010-1150-52200	121.16
DUKO OIL CO	D43110	09/26/2024	103 VEHICLE FUEL 38.00 GAL	010-1150-52200	93.96
<b>Vendor 01254 - DUKO OIL CO Total:</b>					<b>2,217.88</b>
<b>Vendor: 24673 - EMORY LIVESTOCK</b>					
EMORY LIVESTOCK	Cause #5286 Shepard	09/26/2024	DClerk-Disburse Restitution	002-22213	525.20
<b>Vendor 24673 - EMORY LIVESTOCK Total:</b>					<b>525.20</b>
<b>Vendor: 01565 - GHS LIMITED</b>					
GHS LIMITED	Report #COL005	09/26/2024	August Collection Fees	002-22470	683.62
<b>Vendor 01565 - GHS LIMITED Total:</b>					<b>683.62</b>
<b>Vendor: 01763 - HOOTEN'S LLC</b>					
HOOTEN'S LLC	2409-154510	09/26/2024	704 PLATE,SHEAR IN HALF INV	010-1150-52220	868.00
HOOTEN'S LLC	2409-154592	09/26/2024	704 ANGLE 20FT,CHANNEL, IN	010-1150-52220	545.90
HOOTEN'S LLC	2409-154793	09/11/2024	Credit-3/16 Angle	010-1150-52220	-46.40
HOOTEN'S LLC	2409-155159	09/26/2024	704 HOOK,FLUID,CUT OFF DIS	010-1150-52220	172.01
HOOTEN'S LLC	2409-155274	09/26/2024	Maint-Glue Trap,Air Comp Acc	002-1006-52100	45.45
HOOTEN'S LLC	2409-155274	09/26/2024	Maint-Glue Trap,Air Comp Acc	002-1006-58130	304.97
HOOTEN'S LLC	2409-155330	09/26/2024	704 3/16 PLATE, 5/16 CLIP, IN	010-1150-52220	128.64
HOOTEN'S LLC	2409-155516	09/26/2024	704 ANGLE 6FT, HINGE, INVOI	010-1150-52220	309.60
HOOTEN'S LLC	2409-155564	09/26/2024	Maint-Keys	002-1006-52100	18.45
HOOTEN'S LLC	2409-155768	09/26/2024	704 HINGE,STEEL MOUNT,SP	010-1150-52220	154.84
HOOTEN'S LLC	2409-157490	09/26/2024	YARD-1 STAKE 21IN,SPRAY PAI	010-1150-51160	43.96
HOOTEN'S LLC	2409-158673	09/26/2024	BOLTS AND THREADLOCK 240	010-1150-52220	11.35
HOOTEN'S LLC	2409-158885	09/26/2024	Maint-Zip Ties,Surge Strip,Ext	002-1006-58130	33.97
HOOTEN'S LLC	2409-160306	09/26/2024	Wrench,Seal Tape,Adapters	002-1006-52100	3.47
HOOTEN'S LLC	2409-160306	09/26/2024	Wrench,Seal Tape,Adapters	002-1006-58130	11.99
<b>Vendor 01763 - HOOTEN'S LLC Total:</b>					<b>2,606.20</b>
<b>Vendor: 00970 - HOPKINS COUNTY FIRE EXTINGUISHER CO.</b>					
HOPKINS COUNTY FIRE EXTIN	55967	09/26/2024	CrtHse-Fire Ext Inspect	002-1006-52100	103.50
HOPKINS COUNTY FIRE EXTIN	55969	09/26/2024	Annex-Fire Ext Inspect	002-1006-52100	62.50
HOPKINS COUNTY FIRE EXTIN	55970	09/26/2024	Senior Ctr-Fire Ext Inspect	002-1006-52100	76.75
HOPKINS COUNTY FIRE EXTIN	55971	09/26/2024	Good Sam-Fire Ext Inspect	002-1006-52100	164.25
HOPKINS COUNTY FIRE EXTIN	55972	09/26/2024	Arr Bldg-Fire Ext Inspect	002-1006-52100	62.50
<b>Vendor 00970 - HOPKINS COUNTY FIRE EXTINGUISHER CO. Total:</b>					<b>469.50</b>
<b>Vendor: 01816 - HUNT MEMORIAL HOSPITAL DISTRICT</b>					
HUNT MEMORIAL HOSPITAL	Ind/Inmate Health 9/24	09/26/2024	MEDICAL TREATMENT	002-1005-56200	394.55
HUNT MEMORIAL HOSPITAL	Jail Inmate Health 9/24	09/26/2024	MEDICAL TREATMENT	002-1005-55320	55.52
<b>Vendor 01816 - HUNT MEMORIAL HOSPITAL DISTRICT Total:</b>					<b>450.07</b>

**Payables Report 09-26-2024**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: 01886 - J &amp; R DISCOUNT AUTO SUPPLY</b>					
J & R DISCOUNT AUTO SUPPLY	01NV021814	09/26/2024	JAIL TAHOE WHEEL NUT INVO	002-1109-52225	16.99
J & R DISCOUNT AUTO SUPPLY	01NV025040	09/26/2024	VEH MAINT 2020 TAHOE LP 1	002-1110-52225	671.92
J & R DISCOUNT AUTO SUPPLY	01NV025056	09/26/2024	Packard Wire	002-1110-52225	58.54
J & R DISCOUNT AUTO SUPPLY	01NV025225	09/26/2024	110 FUEL FILTER	010-1150-52225	99.89
J & R DISCOUNT AUTO SUPPLY	01NV025596	09/26/2024	TURBO HOSE 110 01NV02559	010-1150-52225	114.00
<b>Vendor 01886 - J &amp; R DISCOUNT AUTO SUPPLY Total:</b>					<b>961.34</b>
<b>Vendor: 24526 - LANGUAGE LINE SERVICES INC.</b>					
LANGUAGE LINE SERVICES IN	11386148	09/26/2024	Language line	002-1110-57180	9.86
<b>Vendor 24526 - LANGUAGE LINE SERVICES INC. Total:</b>					<b>9.86</b>
<b>Vendor: 14410 - LANHAM'S PLUMBING LLC</b>					
LANHAM'S PLUMBING LLC	1821	09/26/2024	Jail-Plumbing Rep for cell 7	002-1109-52100	2,345.00
<b>Vendor 14410 - LANHAM'S PLUMBING LLC Total:</b>					<b>2,345.00</b>
<b>Vendor: 02286 - LAW OFFICE OF RACHEL FLATT</b>					
LAW OFFICE OF RACHEL FLAT	Coney #6589	09/26/2024	CAUSE#6589 - CONEY	002-1002-54100	400.00
LAW OFFICE OF RACHEL FLAT	Golestaneh #16058	09/26/2024	COURT APPOINTED ATTORNE	002-1075-54100	300.00
<b>Vendor 02286 - LAW OFFICE OF RACHEL FLATT Total:</b>					<b>700.00</b>
<b>Vendor: 02366 - LONE OAK ISD</b>					
LONE OAK ISD	Student Allocation 9/24	09/26/2024	Student Allocation	027-0000-51405	4,890.40
<b>Vendor 02366 - LONE OAK ISD Total:</b>					<b>4,890.40</b>
<b>Vendor: 24625 - LONGVIEW ASPHALT INC.</b>					
LONGVIEW ASPHALT INC.	174005	09/26/2024	YARD-1 OILSAND 23.74 TONS I	010-1150-52320	2,255.30
LONGVIEW ASPHALT INC.	174066	09/26/2024	YARD-1 OILSAND 69.33 TONS I	010-1150-52320	6,586.35
LONGVIEW ASPHALT INC.	174164	09/26/2024	1410 OILSAND 95.64 TONS IN	010-1150-52320	9,085.80
LONGVIEW ASPHALT INC.	174222	09/26/2024	YARD-1 OILSAND 46.95 TONS I	010-1150-52320	4,460.25
<b>Vendor 24625 - LONGVIEW ASPHALT INC. Total:</b>					<b>22,387.70</b>
<b>Vendor: 02380 - LORD ABBETT 457 PLAN</b>					
LORD ABBETT 457 PLAN	INV0000124	09/04/2024	PY Deferred Comp 457(b) Pre-	002-21226	65.00
LORD ABBETT 457 PLAN	INV0000125	09/04/2024	PY Deferred Comp 457(b) Pre-	002-21226	50.00
LORD ABBETT 457 PLAN	INV0000126	09/04/2024	PY Deferred Comp 457(b) Pre-	002-21226	82.69
LORD ABBETT 457 PLAN	INV0000157	09/18/2024	PY Deferred Comp 457(b) Pre-	002-21226	65.00
LORD ABBETT 457 PLAN	INV0000158	09/18/2024	PY Deferred Comp 457(b) Pre-	002-21226	94.71
<b>Vendor 02380 - LORD ABBETT 457 PLAN Total:</b>					<b>357.40</b>
<b>Vendor: 14328 - M &amp; R MACHINE</b>					
M & R MACHINE	1289-BD	09/26/2024	RB-410 FITTING	010-1150-52220	10.21
M & R MACHINE	1308-BD	09/26/2024	410 HYDRAULIC HOSE INVOIC	010-1150-52220	52.56
M & R MACHINE	1313-BD	09/26/2024	404 REBUILD CYLINDER INVOI	010-1150-52220	377.08
<b>Vendor 14328 - M &amp; R MACHINE Total:</b>					<b>439.85</b>
<b>Vendor: 02599 - MILLER GROVE ISD</b>					
MILLER GROVE ISD	Student Allocation 9/24	09/26/2024	Student Allocation	027-0000-51405	6,184.92
<b>Vendor 02599 - MILLER GROVE ISD Total:</b>					<b>6,184.92</b>
<b>Vendor: 02704 - NETDATA</b>					
NETDATA	Report #CAS017	09/26/2024	August iTicket Fees	002-1090-57180	102.00
<b>Vendor 02704 - NETDATA Total:</b>					<b>102.00</b>
<b>Vendor: 02776 - O'REILLY AUTO PARTS</b>					
O'REILLY AUTO PARTS	5658-495032	09/26/2024	WIPER BLADES	002-1110-52225	70.85
O'REILLY AUTO PARTS	5658-495034	09/06/2024	Credit-Wiper Blades	002-1110-52225	-13.22
O'REILLY AUTO PARTS	5658-495572	09/26/2024	410 GREASE QTY 6 TUBES INV	010-1150-52220	50.94
O'REILLY AUTO PARTS	5658-495893	09/26/2024	113 CONNECTOR / ADAPTER I	010-1150-52225	28.98
O'REILLY AUTO PARTS	5658-495897	09/26/2024	113 CONNECTOR INVOICE# 56	010-1150-52225	5.49
<b>Vendor 02776 - O'REILLY AUTO PARTS Total:</b>					<b>143.04</b>
<b>Vendor: 02825 - OVERDRIVE INC.</b>					
OVERDRIVE INC.	H-0107506	09/26/2024	ebooks	034-1125-51440	2,000.00
OVERDRIVE INC.	H-0107506 9/24	09/26/2024	ebooks - FOL portion	035-1125-51440	1,000.00
<b>Vendor 02825 - OVERDRIVE INC. Total:</b>					<b>3,000.00</b>

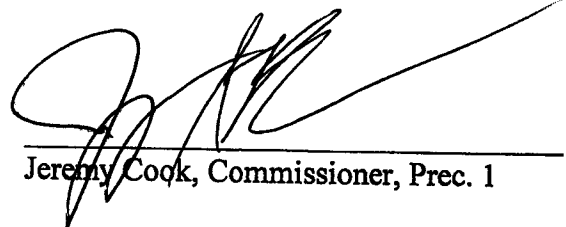
# 09/26/2024 Liability Payables

Vendor	Type	Check Date/ACH Date	Account	Amount
Citibank	Check	9/26/2024	002-22150 Citibank Purchase Cards	\$13,769.06
TAC HEBP	Check	9/26/2024	002-21225 HR Insurance Payable	\$71,000.00
Allied National	Liability Check	9/26/2024	2-0225 HR Insurance Payable	\$3,511.00
Liberty National	ACH payment	9/27/2024	002-21225 HR Insurance Payable	\$623.08
Office of the Attorney General	ACH payment	9/27/2024	2-0228 Child Support Pay	\$842.01
United States Treasury	ACH payment	9/20/2024	2-0222 Payroll W/H & 2-0210 FICA	\$35,170.35
				<b>\$124,915.50</b>

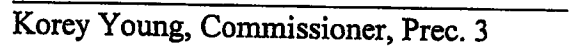
+ \$427,505.51  
= \$552,481.01

The Rains County Commissioners Court Approved and Signed the Payment of Accounts  
this 26th day of September, 2024.

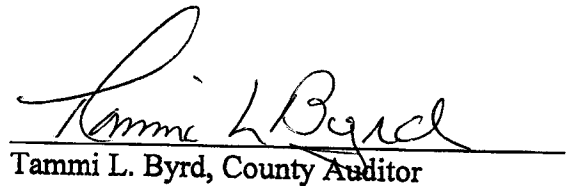
  
Linda Wallace, County Judge

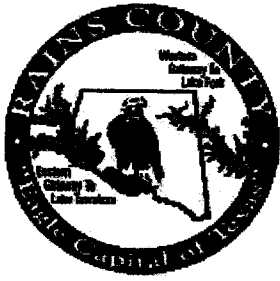
  
Jeremy Cook, Commissioner, Prec. 1

  
Mike Willis, Commissioner, Prec. 2

  
Korey Young, Commissioner, Prec. 3

  
Lori Northcutt, Commissioner, Prec 4

  
Tammi L. Byrd, County Auditor



# RAINS COUNTY



## EXECUTIVE STATEMENT ADOPTED COUNTY BUDGET FY 2024-2025 SEPTEMBER 26, 2024

This budget will raise more revenue from the property taxes than last year's budget by an amount of \$559,553, which is a 8.56 percent increase. Of that money, property tax revenue of \$273,196 is to be raised from new property added to the tax roll this year.

This budget reflects a total tax rate of \$0.5077 with an M&O (Maintenance and Operation) of \$0.5077 tax rate for the FY 2024-2025 and an I&S (Interest and Sinking) tax rate of \$0.00% with no debt obligation. This rate is above the no new revenue tax effective rate of \$0.4877. The tax rate is below the Voter approved tax rate of \$0.5077 and De Minimis Rate of \$0.5325.

Pursuant to the minutes of Commissioners Court dated September 26, 2024, Item IV. E discuss/take action regarding adoption of FY 2024-2025 Rains County Budget:

Mike Willis made the motion to accept the Rains County Budget with Jeremy Cook seconded. All in favor by Court Member voting Aye: Jeremy Cook, Mike Willis, Lori Northcutt and Linda Wallace: Court members voting No: None; Court members abstaining: None, Motion Carried.

Linda Wallace  
Linda Wallace  
Rains County Judge



Dated: September 26, 2024



# RAINS COUNTY

ORDER # 4-2024

Ordinance levying a tax rate for the Rains County  
Tax Year 2024-2025



"I move that the property tax rate be decreased by the adoption of a tax rate of \$0.5077 which is comprised of a voter-approved rate of \$0.5077 and no new revenue rate of \$0.4877 which is effectively a .451 percent decrease in the tax rate.

"THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OTHER OPERATIONS THAN LAST YEARS RATE"

AND

"THE RATE WILL EFFECTIVELY BE LESS BY .0451 PERCENT AND WILL DECREASE TAXES BY APPROXIMATELY \$45.10 PER \$100,000 EVALUATION FOR MAINTENANCE AND OPERATION."

We, the Rains County Commissioners Court do hereby levy and adopt the tax rate on \$100 valuation for the tax year 2024-2025 as follows:

\$0.5077 for the purpose of Maintenance & Operation

\$0.00 for payment of Principal & Interest on bonds

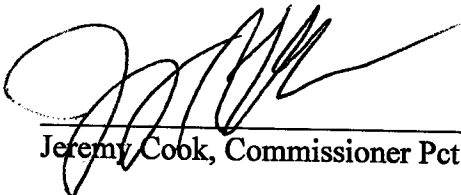
\$0.5077 Total Tax Rate


The Tax Assessor-Collector is hereby authorized to assess and collect the taxes of Rains County employing the above tax rate.

The above ordinance and order were passed by the Rains County Commissioner Court this the 16th day of September 2024.

The Rains County Commissioners Court vote to:

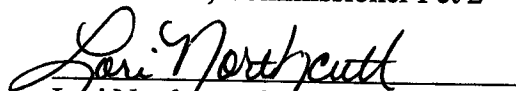
☐ allow discounts  
☒ not allow discounts.

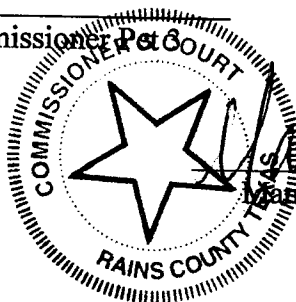
  
Jeremy Cook, Commissioner Pct 1

  
Linda Wallace, Rains County Judge

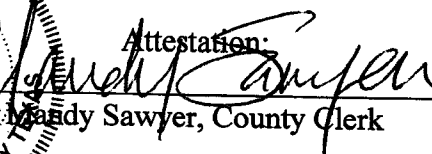
  
Mike Willis, Commissioner Pct 2

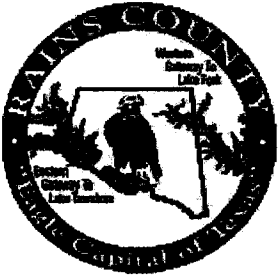
Korey Young, Commissioner Pct 3

  
Lori Northcutt, Commissioner Pct 4



Attestation:

  
Mandy Sawyer, County Clerk



# RAINS COUNTY



## EXECUTIVE STATEMENT ADOPTED COUNTY BUDGET FY 2024-2025 SEPTEMBER 26, 2024

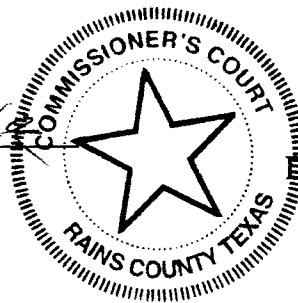
This budget will raise more revenue from the property taxes than last year's budget by an amount of \$559,553, which is a 8.56 percent increase. Of that money, property tax revenue of \$273,196 is to be raised from new property added to the tax roll this year.

This budget reflects a total tax rate of \$0.5077 with an M&O (Maintenance and Operation) of \$0.5077 tax rate for the FY 2024-2025 and an I&S (Interest and Sinking) tax rate of \$0.00% with no debt obligation. This rate is above the no new revenue tax effective rate of \$0.4877. The tax rate is below the Voter approved tax rate of \$0.5077 and De Minimis Rate of \$0.5325.

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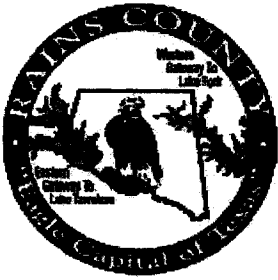
Mike Willis made the motion to accept the Rains County Budget with Jeremy Cook seconded. All in favor by Court Member voting Aye: Jeremy Cook, Mike Willis, Lori Northcutt and Linda Wallace: Court members voting No: None; Court members abstaining: None, Motion Carried.

Linda Wallace  
Linda Wallace  
Rains County Judge



Dated: September 26, 2024





# RAINS COUNTY

ORDER # 4-2024

Ordinance levying a tax rate for the Rains County  
Tax Year 2024-2025



"I move that the property tax rate be decreased by the adoption of a tax rate of \$0.5077 which is comprised of a voter-approved rate of \$0.5077 and no new revenue rate of \$0.4877 which is effectively a .451 percent decrease in the tax rate.

"THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OTHER OPERATIONS THAN LAST YEARS RATE"

AND

"THE RATE WILL EFFECTIVELY BE LESS BY .0451 PERCENT AND WILL DECREASE TAXES BY APPROXIMATELY \$45.10 PER \$100,000 EVALUATION FOR MAINTENANCE AND OPERATION."

We, the Rains County Commissioners Court do hereby levy and adopt the tax rate on \$100 valuation for the tax year 2024-2025 as follows:

\$0.5077 for the purpose of Maintenance & Operation

\$0.00 for payment of Principal & Interest on bonds

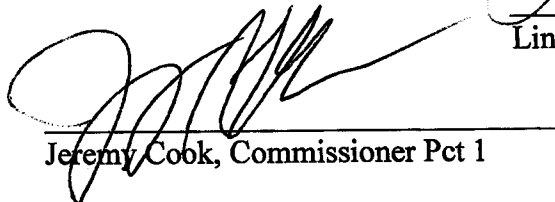
\$0.5077 Total Tax Rate


The Tax Assessor-Collector is hereby authorized to assess and collect the taxes of Rains County employing the above tax rate.

The above ordinance and order were passed by the Rains County Commissioner Court this the 26th day of September 2024.

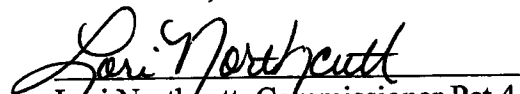
The Rains County Commissioners Court vote to:

☐ allow discounts  
☒ not allow discounts.

  
Jeremy Cook, Commissioner Pct 1

  
Linda Wallace, Rains County Judge

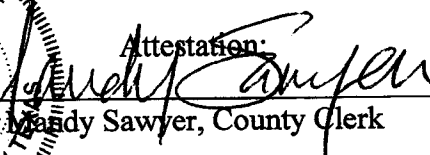
  
Mike Willis, Commissioner Pct 2

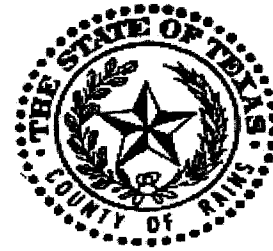
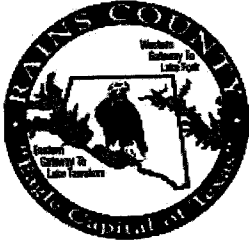
  
Lori Northcutt, Commissioner Pct 4

Korey Young, Commissioner Pct 3



Attestation:

  
Mandy Sawyer, County Clerk



**EXHIBITS:**

Exhibit A – Assignment Agreement

*Sponsoring Entity Resolution Approving  
Delegation of Volume Cap to TDHCA*

**RESOLUTION #08-2024**

**RESOLUTION APPROVING ASSIGNMENT OF PRIVATE ACTIVITY  
BOND AUTHORITY TO TEXAS DEPARTMENT OF HOUSING AND  
COMMUNITY AFFAIRS; AND CONTAINING OTHER PROVISIONS  
RELATING TO THE SUBJECT**

**WHEREAS**, the East Texas Housing Finance Corporation, a regional housing finance corporation (the “Corporation”) was created by seventeen counties including Anderson, Angelina, Camp, Cherokee, Gregg, Harrison, Henderson, Marion, Nacogdoches, Panola, Rains, Rusk, Smith, Tyler, Upshur, Van Zandt, and Wood, Texas (the “Sponsors”) pursuant to the provisions of the Texas Housing Finance Corporations Act, as amended, formerly Article 1269I-7, Vernon's Annotated Texas Civil Statutes, and now codified as Texas Local Government Code, Chapter 394 (the “Act”); and

**WHEREAS**, by resolution adopted on June 26, 2024, the Board of Directors of the Corporation authorized filing with the Texas Bond Review Board an application for reservation of state ceiling for issuance of qualified mortgage revenue bonds in the maximum amount of \$40,000,000 (the “Reservation”); and

**WHEREAS**, by resolution adopted on June 26, 2024, the Board of Directors of the Corporation determined to delegate to the Texas Department of Housing and Community Affairs (“TDHCA”), pursuant to Chapter 394.032(e) of the Texas Local Government Code, the authority to act on its behalf in the financing, refinancing, acquisition, leasing, ownership, improvement, and disposal of certain home mortgages or residential developments, within and outside the jurisdiction of the Corporation, including its authority to issue bonds for those purposes; and

**WHEREAS**, as one of Corporation’s Sponsor, the Commissioners Court of Rains County (the “Governing Body”) desires to approve the assignment of the Reservation to TDHCA in accordance with Chapter 1372.044 of the Texas Government Code; and

**WHEREAS**, the Governing Body desires to approve the Assignment Agreement in substantially the form attached as Exhibit A between the Corporation and TDHCA (the “Assignment Agreement”); and

**WHEREAS**, it is deemed necessary and advisable that this Resolution be adopted;

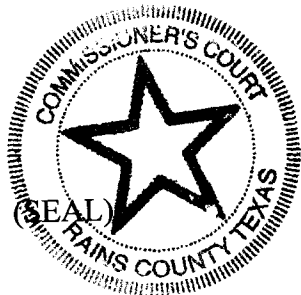
**THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF RAINS COUNTY, TEXAS THAT:**

Section 1. The Governing Body specifically approves and consents to the assignment of the Reservation to TDHCA in accordance with Chapter 1372.044 of the Texas Government Code and approves the Assignment Agreement.

Section 2. The President, Vice President, Treasurer, Secretary and Assistant Secretary of the Corporation are each hereby authorized, jointly and severally, to execute and deliver such endorsements, instruments, certificates, documents, or papers necessary and advisable to carry out the intent and purposes of this Resolution.

Section 3. This Resolution shall be effective for a period of two (2) years from the date hereof, and will be effective until revoked by this Commissioners Court.

**PASSED AND APPROVED** this by Commissioners Court of Rains County, Texas.



*Linda Wallace*  
County Judge

ATTEST:

*Mandy Sanyas*  
County Clerk

Exhibit A

Exhibit A

Assignment Agreement

**Judge Richard Anderson**

P.O. Box 550  
211 W. Austin Street  
Marshall, Texas 75670  
Phone: (903) 938-8373  
Facsimile: (903) 938-3748

Memo

**To:** Judge Linda Wallace, Rains County Judge

**From:** Richard Anderson

**Re:** Housing Opportunity

**DATE:** September 9, 2024

**RE: POTENTIAL \$40,000,000 AVAILABLE FOR SINGLE FAMILY RESIDENTIAL IN EAST TEXAS:  
REQUIRED ACTION BY YOUR COURT**

Dear Judge:

In the thirty plus years that your County has been a member of the East Texas Housing Finance Corporation ("ETHFC"), we have strived to serve homeowners throughout the 17-county area by assisting with lower cost financing through tax-exempt bonds. Two years ago, we were able to assist with a multi-family housing project in Gregg and Smith Counties, assisting some 202 tenants. We now have an opportunity to assist first-time homebuyers in East Texas. Here is how this program will work.

**BENEFITS OF THE ETHFC**

We are able to make these programs possible because the Federal government and the State of Texas base the authority to issue these tax-exempt bonds upon the total population size of the area served, in our case, the seventeen counties of the ETHFC. While no single county in East Texas can do this, because we represent seventeen counties, we can. That is, the more residents that we have, the more bonds that we can issue. This is vitally important because the nature of these transactions depends upon their size and the **economies of scale**. Essentially, the greater our population base, the more economically feasible these transactions become. The Directors from Rains County are being copied herewith, and the Executive Committee of the Corporation has already approved this transaction, subject to the Court's approval as set forth below.

**THE ETHFC'S POTENTIAL ASSIGNMENT TO THE STATE AGENCY**

These same economies of scale can work to Rains County's benefit through this current proposal. **The Texas Department of Housing and Community Affairs (TDHCA) has initiated a program whereby the ETHFC can delegate to the TDHCA our rights to issue single family mortgage bonds**, and assign to the TDHCA a reservation of bond authority, to help first-time homebuyers purchase a single-family home at below market interest rates. **Our Executive Committee has already approved this transaction** on June 26, 2024. It is, however, necessary also to have each of the seventeen counties Commissioners Courts approve this transaction because each county was a Sponsoring Party to the formation of ETHFC in 1981. The Executive

Committee met with members of the finance team, including the international law firm of Bracewell Patterson and Hilltop Securities who explained this transaction to them. Simply put, we would not be able to do this ourselves at this time, but the TDHCA can, and they are in the process of obtaining Assignments from other housing finance corporations around the State. The TDHCA will then have the opportunity to issue a much larger bond issue with the savings attendant thereto, the proceeds of which it will use to make mortgage loans to assist first-time homeowners in purchasing a home. The TDHCA has the staffing to accomplish this and with the ability to issue hundreds of millions in bonds, it brings the **economies of scale** clearly into play. The estimate is that some \$40,000,000 will be available to residents of our seventeen counties next year.

## **THE TARGET AUDIENCE**

As mentioned above, the Corporation recently completed a multi-family project in Gregg and Smith Counties. This new program will enable us to assist first time single homebuyers with the purchase of homes in the **\$294,600 to \$359,460** range, depending upon the zip code for the intended residence, all in accordance with the Federal guidelines. Income limits for a **family of two range from \$74,500 to \$101,600**. For a **family of three or more, the range is \$85,675 to \$115,920**. The income figures will vary from county to county according to Federal regulations. These will be thirty-year fixed rate mortgage loans.

The exact interest rate will be determined when the TDHCA sells the bonds later this year and early next year. But since interest rates are predicted to start dropping next month with the Fed's action, they are moving in the right direction for homebuyers and are likely to get better for the homebuyer. We do know that the rate will be less than the market rate.

## **REQUIRED ACTION BY THE COMMISSIONERS COURT**

**This transaction will be at no cost or expense to the County, and will be encumbered with no debt for the County, any City or State.** The bonds will be payable solely by the mortgage payments of the homebuyers over the life of the loan. For purposes of posting, the agenda may read "Consideration of Assignment of Authority to Issue Single Family Bonds to the TDHCA". **Also enclosed is a Form of Resolution** which Bracewell has prepared. Also, the Form of Assignment to the TDHCA is included for your information. This will be effective for a two-year period, and if it works out as we anticipate it will, we can renew this program next year. **We would like to get each of the counties to take action and pass this Resolution during the month of September so that we can get our hat in the ring with the TDHCA.**

This should be fairly self-explanatory, but if we need to schedule a Zoom call with the finance team we can do so. Just let me know.

Sincerely,

Judge Richard Anderson





Ex 11

**Exhibits:**

Exhibit A – Term Sheet

**ASSIGNMENT AGREEMENT**

This **ASSIGNMENT AGREEMENT** (this “**Agreement**”) is made as of the 11th day of July, 2024 by and between **EAST TEXAS HOUSING FINANCE CORPORATION (“HFC”)**, a Texas non-profit housing finance corporation and the **TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (“TDHCA”)**, a public and official agency of the State of Texas.

**RECITALS:**

A. HFC has been duly created and organized pursuant to and in accordance with the provisions of the Texas Housing Finance Corporations Act, as amended, Texas Local Government Code, Chapter 394 (the “**Act**”), for the purpose of providing a means of financing the costs of residential ownership and development that will provide decent, safe and sanitary housing for persons of low and moderate income at prices they can afford.

B. The Act authorizes HFC to issue bonds for the purpose of obtaining funds to finance home mortgage loans (or participation interests therein) for persons of low and moderate income for homes within the geographic limits of **Rains, Wood, Camp, Upshur, Marion, Van Zandt, Smith, Gregg, Harrison, Henderson, Anderson, Cherokee, Rusk, Panola, Nacogdoches, Angelina, and Tyler County**.

C. Section 103 and Section 143 of the Internal Revenue Code of 1986, as amended (the “**Code**”), provide that the interest on obligations issued by or on behalf of a state or a political subdivision thereof the proceeds of which are to be used to finance owner-occupied residences shall be excludable from gross income of the owners thereof for federal income tax purposes if such issue meets certain requirements set forth in Section 143 of the Code.

D. Section 146(a) of the Code requires that certain “private activity bonds” (as defined in Section 141(a) of the Code) must come within the issuing authority’s private activity bond limit for the applicable calendar year in order to be treated as obligations the interest on which is excludable from the gross income of the holders thereof for federal income tax purposes.

E. The private activity bond “State ceiling” (as defined in Section 146(d) of the Code) applicable to the State of Texas (the “**State**”) is subject to allocation, in the manner authorized by Section 146(e) of the Code, pursuant to Chapter 1372, Texas Government Code, as amended (the “**Allocation Act**”).

F. The Allocation Act requires HFC, in order to reserve a portion of the State ceiling for qualified mortgage bonds and satisfy the requirements of Section 146(a) of the Code, to file an application for reservation (an “**Application for Reservation**”) with the Texas Bond Review Board (the “**Bond Review Board**”), stating the maximum amount of the bonds requiring an allocation, the purpose of the bonds and the section of the Code applicable to the bonds.

G. The Allocation Act and the rules promulgated thereunder by the Bond Review Board (the “**Allocation Rules**”) require that an Application for Reservation be accompanied by a copy of the certified resolution of the issuer authorizing the filing of the Application for Reservation.

H. By resolution adopted on June 27, 2024, the HFC authorized the filing of an Application for Reservation with the Bond Review Board in the maximum amount of **\$40,000,000** with respect to qualified mortgage bonds, and the Bond Review Board has issued or is expected to issue a reservation of “State Ceiling” in connection with such Application for Reservation (the “**Reservation**”).

L. HFC has determined to (a) delegate to TDHCA HFC's authority to issue bonds or mortgage credit certificates ("MCCs") for the purposes specified above, pursuant to Section 394.032(e) of the Act, which provides that "a housing finance corporation may delegate to the Texas Department of Housing and Community Affairs the authority to act on its behalf in the financing, refinancing, acquisition, leasing, ownership, improvement, and disposal of home mortgages or residential developments, within and outside the jurisdiction of the housing finance corporation, including its authority to issue bonds for those purposes," and (b) assign the Reservation to TDHCA, pursuant to Section 1372.044 of the Texas Government Code.

J. HFC was created by the Commissioners Courts of each of the above listed jurisdictions (the "Sponsor") pursuant to the Act.

K. As the governmental units that created HFC, the Sponsors will have approved the assignment of the Reservation to TDHCA in accordance with Section 1372.044 of the Texas Government Code and prior to the established deadline

NOW THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and conditions contained herein, the parties hereto hereby agree as follows:

1. **Assignment.** HFC hereby assigns, conveys and transfers to TDHCA, to the full extent assignable under applicable law, all of HFC's right, title and interest in, to and under the Reservation (the "Assignment"), including without limitation, the right to file a carryforward designation request and to elect to use the Reservation to issue MCCs. The Assignment is irrevocable and applies only to the Reservation for the 2024 program year.

2. **Consents.** HFC agrees to obtain and deliver to TDHCA, such consents to the Assignment of the Reservation as may be reasonably required.

3. **Expenses.** TDHCA shall be responsible for payment of all fees and expenses incurred from and after the date of this Agreement with respect to the Reservation, including any carryforward application fee and/or closing fees payable to the Bond Review Board; and TDHCA will pay all costs associated with the issuance of the bonds.

4. **Agreement.** In exchange for the Assignment, TDHCA agrees to originate in the geographic service area of HFC (a) mortgage loans that are eligible for pooling into mortgage certificates and purchase by the trustee for one or more series of tax-exempt bonds issued by TDHCA ("Pooled Loans"), and/or (b) My First Texas Home Combo Loans with MCCs ("Combo Loans", and referred to herein together with the Pooled Loans collectively as "HFC Loans"), until an aggregate amount of \$40,000,000 of HFC Loans (accounting for the amount of Pooled Loans originated, pooled and purchased by the trustee, and the amount of volume cap used to originate the Combo Loans) have been originated or issued, respectively. HFC Loans will be originated on a first-in, first-out basis. The provisions in the Term Sheet attached hereto as Exhibit A are incorporated herein and supplement the provisions of this Agreement; however, in the event of any inconsistency between the provisions of this Agreement and the Term Sheet, the provisions of this Agreement shall supersede those of the Term Sheet.

5. **Fees.** TDHCA will pay an ongoing fee of 4.75 basis points (collectively, "HFC Fees") of the aggregate outstanding balance of HFC Loans that have been pooled into mortgage-backed securities or for which an MCC has been issued. HFC Fees will be paid for a period of 10 years for each HFC Loan originated under this Agreement and purchased by the trustee that is not more than 30-days delinquent at the time an HFC Fee is calculated. The outstanding balance of HFC Loans will be reduced monthly to reflect principal repayments and prepayments (including foreclosures of HFC Loans). HFC Fees cease to accrue with respect to any HFC Loan once that HFC Loan has been repaid or prepaid. HFC Fees will be paid annually, in accordance with payment instructions to be provided by HFC.

6. **Reporting.** Once HFC Loans have been pooled into mortgage-backed securities or an MCC has been issued, TDHCA will provide quarterly loan level detail with respect to the outstanding loan balances; no personally identifiable information will be included.

7. **Governing Law.** This Agreement shall be governed by and enforced in accordance with the laws of the State of Texas.

8. **Severability.** The invalidity, illegality or unenforceability of any provision of this Agreement shall not affect the validity, legality or enforceability of any other provision, and all other provisions shall remain in full force and effect.


9. **Entire Agreement; Amendment and Waiver.** This Agreement contains the complete and entire understanding of the parties with respect to the matters covered herein. This Agreement may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by a written instrument signed by the party against whom enforcement of the waiver, amendment, change, or modification is sought, and then only to the extent set forth in that instrument. No specific waiver of any of the terms of this Agreement shall be considered as a general waiver.

10. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which is an original and all of which together constitute one and the same Agreement. Electronically transmitted counterparts shall be deemed originals.


*[Execution pages follow]*

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Agreement to be effective as of the date first set forth above.

**EAST TEXAS HOUSING FINANCE  
CORPORATION**

By:   
Name: Danny Buck Davidson  
Title: President

**ATTEST:**

By:   
Name: ~~Clay Allen~~ Richard Davidson  
Title: Secretary  
Asst.

[signatures continue next page]

**TEXAS DEPARTMENT OF HOUSING AND  
COMMUNITY AFFAIRS**

By:   
Name: Scott E. Fletcher  
Title: Director of Bond Finance

**EXHIBIT A – TERM SHEET**

**2024 Term Sheet  
Housing Finance Corporation Volume Cap Assignment**

<b>Issuer:</b>	Texas Department of Housing and Community Affairs ("TDHCA")
<b>HFC Partner:</b>	Housing Finance Corporation ("HFC")
<b>Volume Cap:</b>	To be reserved by the HFC for subsequent assignment to TDHCA ("Reservation").
<b>Assignment:</b>	TDHCA and the HFC will execute an Assignment Agreement to assign the Reservation to TDHCA. The HFC's governing body will be required to approve the Assignment.
<b>Assignment Purpose:</b>	To be used by TDHCA to originate (a) My First Texas Home Bond Loans that are eligible for pooling into mortgage backed securities and purchased by tax-exempt bonds issued by TDHCA ("Pooled Loans"), and/or (b) My First Texas Home Combo Loans with MCCs ("Combo Loans", collectively "HFC Loans").
<b>Loan Prioritization</b>	The HFC Loans shall be recorded on a first in first out ("FIFO") basis until the equivalent of the assigned volume cap has been exhausted.
<b>Volume Cap Utilization:</b>	Pooled Loans will be credited at par. Combo Loans will be credited in accordance with the volume cap used to originate such loan.
<b>HFC Fees:</b>	<p>TDHCA will pay an ongoing fee of 4.75 basis points against the aggregate outstanding balance of HFC Loans that have been pooled into mortgage-backed securities or for which an MCC has been issued.</p> <p>The HFC Fees will be paid for a period of ten years for each loan originated under the Assignment Agreement that is not more than 30-days delinquent at the time the Pooled Loan Fee is calculated. The outstanding balance will be reduced monthly to reflect principal repayments and prepayments (including foreclosures). HFC Fees cease to accrue with respect to any HFC Loan once that loan has been repaid or prepaid.</p> <p>HFC Fees will be paid annually, in accordance with payment instructions to be provided by the HFC.</p>
<b>Related Costs:</b>	TDHCA shall be responsible for payment of all fees and expenses incurred from and after the date of the Assignment Agreement with respect to the Reservation, including any carryforward application fee and/or closing fees payable to the Bond Review Board; and will pay all costs associated with the issuance of the bonds.

## **Exhibit A**

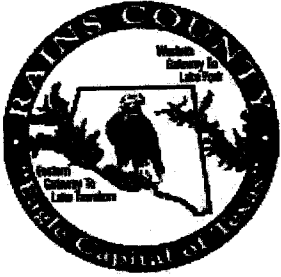
**Reporting:** Once HFC Loans have been pooled into mortgage-backed securities or an MCC has been issued, TDHCA will provide quarterly loan level detail with respect to the outstanding loan balances; no personally identifiable information will be included.

### **Mortgage Loan Program**

While TDHCA may originate more loans within the HFC's jurisdiction, the maximum amount of HFC Loans is limited to the volume cap assigned.

Loans originated through a bond issue include FHA, VA, and USDA loans (no conventional loans). All loans must have a term of 30 years.

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## RAINS COUNTY



### Resolution #9-2024

## RAINS COUNTY, TEXAS SEXUAL ASSAULT RESPONSE TEAM RESOLUTION (SART)

**WHEREAS**, sexual violence is a serious issue impacting the public health and safety; and

**WHEREAS**, according to a statewide prevalence study, 6.3 million or 33.2% of adult Texans have experienced some form of sexual assault in their lifetime; and

**WHEREAS**, sexual assault continues to be a severely underreported crime— only 9.2% of victims report their experience to the police according to the Institute of Domestic Violence and Sexual Assault; and

**WHEREAS**, in Texas, in 2020, there were over 30,000 sexual assaults reported to law enforcement, and over 50,000 survivors sought services at a rape crisis center; and

**WHEREAS**, sexual assault victims must live with the emotional and medical consequences of their assault, which are often chronic and severe; lifetime prevalence of post-traumatic stress disorder (PTSD) in women who are sexually assaulted is estimated to be 50%; and

**WHEREAS**, in their 2020 audit report to the Legislature on investigations and prosecutions of sexual assault statewide, the State Auditor's Office identified that only 32% of all reported sexual assaults in a 5-year period resulted in an arrest; and



**WHEREAS**, in their 2020 audit report to the Legislature on investigations and prosecutions of sexual assault statewide, the State Auditor's Office noted a lack of reliable data on sexual assault case dispositions and a lack of multidisciplinary responses to adults; and

**WHEREAS**, the 87th Texas Legislature has recognized the serious nature of this crime and has passed legislation requiring counties to form Adult Sexual Assault Response Teams; and

**WHEREAS**, counties with a population of 250,000 or less in a contiguous area may join together to form a regional response team; and

**WHEREAS**, Rains County recognizes that work must be done at a societal and local level to reduce the incidence of sexual assault, hold offenders accountable and to help heal victims: now, therefore;

**BE IT RESOLVED** by the Commissioners Court of Rains County, Texas. Rains County, Texas will establish the Rains County Adult Sexual Assault Response Team, effective September 14, 2024.

Rains County will appoint individuals to join and serve on the Rains County Sexual Assault Response Team, as requested.

- The Chief Administrator of sexual assault program;
- A prosecutor with jurisdiction over adult sexual assault cases in the County;
- The Sheriff of Rains County, or their designee;
- The Chief of the largest municipal law enforcement agency, if one exists, or their designee;
- A Sexual Assault Nurse Examiner, Forensic Examiner that provides exams within the County, or if they do not exist, a representative from the largest healthcare provider in the County; and
- A mental or behavioral health provider within the County, or if they do not exist a representative from the public health department; and
- Other persons the presiding officer of the response team considers necessary for the operation of the response team or as recommended by the response team.

**BE IT FURTHER RESOLVED**

That in order to create systems that reduce re-traumatization and prioritize

victim safety, members of the Rains County SART appointed by Rains County are directed to work with other team members to:

- Elect a presiding officer and any other organizational and decision-making structures deemed for the success of the team; and
- Recommend additional members to the team as necessary to fulfill the functions of the team; and
- Attend scheduled meetings of the team or provide a designee as permitted by statute; and
- Create a written interagency protocol that establishes local processes for investigating and prosecuting sexual assaults, identifying and obtaining medical & forensic care, mental health care and advocacy resources for victims as required by Texas Local Government Code 351.256, no later than December 1, 2022; and
- In developing a protocol, the response team shall consider Chapter 56A, Code of Criminal Procedure; may provide different procedures for use within a particular municipality or area of the county served by the response team; and shall prioritize the health and safety of survivors, including those who choose not to make a police report; and
- Notify the Court of any statutory vacancies on the team that would require a new appointment within 30 days of those occurring; and
- Collect and maintain data on the number of sexual assaults reported to local law enforcement agencies and the investigation, prosecution and disposition of such offenses as required by Texas Local Government Code 351.257(A) that will culminate in a written summary to the Commissioners Court by December 1<sup>st</sup> of every odd numbered year; and
- Develop processes for information sharing and conflict resolution between team members; and
- Distribute the written protocol to all responding law enforcement and service providers throughout Rains County; and

- Participate in a minimum of 4 hours of annual cross training with other team members; and
- Evaluate the interagency protocol through the utilization of case reviews, with the signed, written consent of the victim as required by Texas Local Government Code 351.258(f); and
- Participate in writing the biennial report to the Commissioners Court as required by Texas Local Government Code 351.257.

#### **BE IT FURTHER RESOLVED**

That Rains County will fill any statutory vacancies, as requested, by the Rains County SART or Council of Government within 30 days of those vacancies occurring;

#### **BE IT FURTHER RESOLVED**

The written biennial report produced by the team shall be posted in a prominent place on the County's website and by law will be available to the public. The report shall not be redacted prior to its publication except for redactions needed to comply with the law to maintain privacy of individuals otherwise identified in the report.

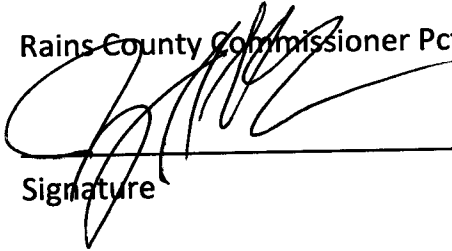
#### **BE IT FURTHER RESOLVED**

That the following persons have agreed, and are appointed, to be members of the Rains County SART Team:

Robert Vititow, Rains County Attorney's Office  
 Jenny Mansfield, Rains County Attorney's Office  
 Sheriff Michael Hopkins, Rains County Sheriff's Office  
 Chief Andy Chester, Emory Police Department  
 Jennifer Brashear, Andrews Center  
 Kim Basinger, SANE Nurse  
 Ashlyn Lewis, East Texas Crisis Center

**Appointment/Authorization**

Rains County Commissioner Pct #1, Jeremy Cook

  
\_\_\_\_\_  
Signature

9-26-24

\_\_\_\_\_  
Date

Rains County Commissioner Pct #2, Mike Willis

  
\_\_\_\_\_  
Signature

9-26-24

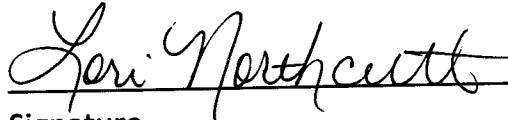
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Rains County Commissioner Pct #3, Korey Young

\_\_\_\_\_  
Signature

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Date

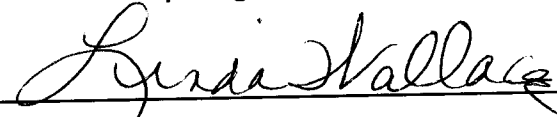
Rains County Commissioner Pct #4, Lori Northcutt

  
\_\_\_\_\_  
Signature

9-26-24

\_\_\_\_\_  
Date

Rains County Judge, Honorable Linda Wallace

  
\_\_\_\_\_  
Signature

9-26-24

\_\_\_\_\_  
Date

## Resolution

### Appointing Members to Rains County Sexual Assault Response Team (SART) Vacancies

At a regular meeting of the Rains County Commissioners Court held at the Rains County Courthouse in Emory, Texas, at which quorum was present, the following resolution was adopted:

**WHEREAS** Rains County has established a Sexual Assault Response Team (SART) in accordance with Texas Local Government Code Subchapter J §§351.251-351.258; and

**WHEREAS** Rains County Commissioner's Court shall fill any vacancies for team members within 30 days (TX Local Government Code, Subchapter J §352.255); and

**WHEREAS** two Rains County SART team member vacancies have occurred within the last 30 days;


**NOW, THEREFORE BE IT RESOLVED** that the Commissioner's Court of Rains County, Texas, through the adoption of this Resolution, appoints the following persons as SART Members, as listed below:


- **Ashlyn Lewis**, East Texas Crisis Center – replacing Kayla Glidewell
- **Andy Chester**, Interim Chief of Emory Police Department – replacing Cliff Gloor

The remaining members are as follows:


- **Robert Vititow**, Rains County Attorney
- **Jenny Mansfield**, Victim Assistance Coordinator, Rains County Attorney's Office
- **Michael Hopkins**, Rains County Sheriff
- **Jennifer Brashear**, Andrew's Center
- **Kim Basinger**, Sexual Assault Nurse Examiner (SANE)

**WITNESS OUR HANDS THIS 26<sup>TH</sup> DAY OF SEPTEMBER, 2024.**

  
Rains County Commissioner Pct #1, Jeremy Cook

  
Rains County Judge, Honorable Linda Wallace

  
Rains County Commissioner Pct #2, Mike Willis

  
Rains County Commissioner Pct #3, Korey Young

  
Rains County Commissioner Pct #4, Lori Northcutt

# **SAVNS MAINTENANCE GRANT CONTRACT**

**OAG Contract No. C-01794**

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

## **SECTION 1. PURPOSE OF THE CONTRACT**

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

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

## **SECTION 2. TERM OF THE CONTRACT**

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

## **SECTION 3. GRANTEE'S CONTRACTUAL SERVICES**

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

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

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

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

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

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

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

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

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

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

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

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

### **4.1 General Matters**

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

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

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

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

**4.1.4 Standards for Financial and Programmatic Management.** GRANTEE and its



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

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

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

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

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

## **4.2 Programmatic Reports**

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

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

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

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

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

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

### **4.3 Financial Matters**

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

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

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

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

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

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

- a. A fully executed Participating Entity Services Agreement with the Certified Vendor for the time period covered by this Grant Contract;
- b. An invoice from the Certified Vendor which includes the dates covered under this Grant Contract;
- c. A completed OAG form "Verification of Continuing Production Record" which shall be provided by the OAG upon request;
- d. An invoice to the OAG that complies with the requirements of the OAG; and
- e. A written justification, signed by the Authorized Official or the Authorized Official's designee, explaining the need for pre-reimbursement funding.

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

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

**4.3.5 Annual Independent Financial Audit Report.**

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

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

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

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

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

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

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

of reimbursement vouchers.

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

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

#### **4.5 Compromising Matters**

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

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

### **SECTION 5. OBLIGATIONS OF OAG**

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

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

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

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

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

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

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

## **SECTION 6. TERMINATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



require to perform the audits described in this Grant Contract.

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

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

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

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

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

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

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

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

## **SECTION 10. GENERAL TERMS AND CONDITIONS**

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

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

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

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

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

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

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

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

## **SECTION 11. SPECIAL TERMS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**11.10 Governing Law; Venue.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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


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

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

**OFFICE OF THE ATTORNEY  
GENERAL**

Rains County

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

  
\_\_\_\_\_  
Printed Name: Linda Wallace  
Authorized Official

## SAVNS MAINTENANCE GRANT CONTRACT

OAG Contract No. C-01794

### EXHIBIT A

**Population Size:** Small

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

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

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

# EXHIBIT B

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

Contract No.

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

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

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

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

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

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

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

[NAMED ENTITY] by:

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Title*

**Acknowledged by Appriss Insights, LLC.**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Title*

**COUNTY JUDGES AND COMMISSIONERS  
ASSOCIATION OF TEXAS**  
**County Commissioner Continuing Education Transcript**  
**Reporting Period: 1/1/2024 - 12/31/2024**

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Hon. Jeremy Cook  
Commissioner  
Rains County  
167 E Quitman St  
Emory, TX 75440  
Phone: (214) 202-2416  
Fax: (903) 473-5065

ID:  
255147  
Term:  
1/1/2021 - 12/31/2028

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Date	Description	Earned Hours
1/1/2024	Excess hours carried from 2023	8.00
6/12/2024	2024 Conference of County Investment Academy	15.00
7/15/2024	2024 County Administrative Training: College Station	4.00
7/18/2024	2024 Annual North & East Conference	8.00
<b>Total Hours Earned: 35.00</b>		

**You have met your 2024 Commissioner Statutory Continuing Education requirement.**  
**You will carry forward 8.00 hours to the next reporting period.**

See Statute: Section 81.0025 Continuing Education, Local Government Code

Because continuing education sponsors are not required by law to report attendance to the Association, this transcript may not be a complete list of continuing education hours earned by the commissioner for this calendar year.