

*Notice of Meeting and Agenda and Minutes
September 14, 2021*

REGULAR, 9/14/2021 10:30:00 AM

BE IT REMEMBERED that on September 14, 2021, there was begun and holden a REGULAR session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Vernon Pierce, Commissioner Pct. No. 1

Commissioner Darrell Bush, Commissioner Pct. No. 2 (ABSENT)

Commissioner Michael Sinegal, Commissioner Pct. No. 3 (ABSENT)

Commissioner Everette D. Alfred, Commissioner Pct. No. 4

Honorable Zena Stephens, Sheriff (ABSENT)

Chief Miller

Honorable Theresa Goodness , County Clerk

When the following proceedings were had and orders made, to-wit:

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Jeff R. Branick, County Judge
 Vernon Pierce, Commissioner, Precinct One
 Darrell Bush, Commissioner, Precinct Two
 Michael S. Sinegal, Commissioner, Precinct Three
 Everette "Bo" Alfred, Commissioner, Precinct Four



**NOTICE OF MEETING AND AGENDA
 OF COMMISSIONERS' COURT
 OF JEFFERSON COUNTY, TEXAS**
September 14, 2021

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **14th day of September 2021** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

Said meeting will be a **Regular** for the purpose of transacting the routine business of the County. Persons with disabilities requiring auxiliary aids for services who wish to attend this meeting should contact the County Judge's Office to arrange for assistance.

In addition to the routine business of the County, the subject of said meeting will be the following:

9:00 a.m. WORKSHOP- To receive and discuss information from Mike Douget and Mayor Sanders regarding use of America Cares Act funding for the China Sewer Plant.

9:45 a.m.- Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.0725 to deliberate business and financial issues relating to a contract being negotiated, that deliberation in open meeting, would have a detrimental effect on the Commissioners Court in negotiations with a third person.

11:00 a.m.- Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.071 to consult with our attorney regarding pending and contemplated litigation.

Jefferson County has taken steps to minimize the exposure of COVID-19 by implementing the following steps to allow the public to view the Commissioner's Court meeting. The following options are available: View live with audio from the County Webpage: https://co.jefferson.tx.us/comm_crt/commlink.htm Listen to audio by calling 346-248-7799 Meeting ID: 917 160 6532# Participant ID: #The court will also have a question and answer session at the end of the meeting. If you would like to ask any questions of the Court, please be on the phone call. The Court will give a question and answer session at the end of the meeting as time allows. You will be

CLERK'S NOTE: Workshop & Executive sessions postponed until later date.

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called upon by your last 4 digits of your phone number. If you do not have any questions, you can pass. Please be mindful that the audio portion of this meeting will be of better quality from the website.

INVOCATION: Everette "Bo" Alfred, Commissioner, Precinct Four

PLEDGE OF ALLEGIANCE: Vernon Pierce, Commissioner, Precinct One

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PURCHASING:

1. Consider and approve Amendment No. 4 (four) to contract (RFP 16-010/YS), Lease of Properties Acquired as a Result of Buy-Out to transfer lease of property (item 70) from Oscar and Amber Olvera to Lori Weekly.

SEE ATTACHMENTS ON PAGES 7 - 10

Motion by: Commissioner Pierce

Second by: Commissioner Alfred

In favor: County Judge Branick, Commissioner Pierce, Commissioner Alfred

Action: APPROVED

2. Consider and approve disposition of salvage property as authorized by Local Government Code §263.152 (3), for broken or obsolete items.

SEE ATTACHMENTS ON PAGES 11 - 14

Motion by: Commissioner Pierce

Second by: Commissioner Alfred

In favor: County Judge Branick, Commissioner Pierce, Commissioner Alfred

Action: APPROVED

COUNTY AUDITOR:

3. Consider and approve budget transfer – Constable Pct.4 – purchase air purifiers for office.

120-3068-425-3078	OFFICE SUPPLIES	\$1,000.00	
120-3068-425-1005	EXTRA HELP		\$1,000.00

SEE ATTACHMENTS ON PAGES 15 - 15

Motion by: Commissioner Alfred

Second by: Commissioner Pierce

In favor: County Judge Branick, Commissioner Pierce, Commissioner Alfred

Action: APPROVED

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4. Consider and possibly approve a Resolution Authorizing County Grant, Texas Department of Agriculture Home-Delivered Meal Grant Program for Nutrition & Services for Seniors for FY 2021-2022.

SEE ATTACHMENTS ON PAGES 16 - 16

Motion by: Commissioner Alfred

Second by: Commissioner Pierce

In favor: County Judge Branick, Commissioner Pierce, Commissioner Alfred

Action: APPROVED

5. Consider, approve, receive and file Sheriff and Constables' Fees to be effective January 1, 2022.

SEE ATTACHMENTS ON PAGES 17 - 17

Motion by: Commissioner Alfred

Second by: Commissioner Pierce

In favor: County Judge Branick, Commissioner Pierce, Commissioner Alfred

Action: APPROVED

6. Consider and approve Resolution for 2022 Indigent Defense Formula Grant Application.

SEE ATTACHMENTS ON PAGES 18 - 18

Motion by: Commissioner Alfred

Second by: Commissioner Pierce

In favor: County Judge Branick, Commissioner Pierce, Commissioner Alfred

Action: APPROVED

7. Regular County Bills – check #486379 through checks #486577.

SEE ATTACHMENTS ON PAGES 19 - 26

Motion by: Commissioner Alfred

Second by: Commissioner Pierce

In favor: County Judge Branick, Commissioner Pierce, Commissioner Alfred

Action: APPROVED

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COUNTY COMMISSIONERS:

8. Receive and file Executed SAVNS Maintenance Grant Contract No. 2219053.

SEE ATTACHMENTS ON PAGES 27 - 57

Motion by: Commissioner Pierce

Second by: Commissioner Alfred

In favor: County Judge Branick, Commissioner Pierce, Commissioner Alfred

Action: APPROVED

Other Business:

Receive reports from Elected Officials and staff on matters of community interest without taking action.

*****DISCUSSION ON ANY OTHER ITEM NOT ON AGENDA WITHOUT TAKING ACTION.**

**Jeff R. Branick
County Judge**

AMENDED LEASE AGREEMENT**August 30, 2021**

THE STATE OF TEXAS § **Lori Weekly**
§
COUNTY OF JEFFERSON §

THIS AGREEMENT is made and entered into by and between **Jefferson County**, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the "County," and **Lori Weekly**, hereinafter referred to as "Lessee."

Rights Granted

Subject to the terms and provisions set forth herein, the County authorizes Lessee, at Lessee's sole expense, to occupy and utilize the following property, in Jefferson County, Texas, hereinafter called the "Property":

1. **11329 Kenner Road, Beaumont TX, 77705, being described as Tr 2 1 14 Orange Farms Abstract 048855**

The Lease amount shall be **\$60.00 for five years** (\$12.00/year) payable at the start of the five year lease. Lessee shall have the right to use the Property. Lessee **SHALL NOT**:

1. Permanently alter the Property without securing the prior written approval of the County;
2. Conduct, participate in or allow activities upon the property which are in violation of any Federal or State laws, rules, regulations, deed restrictions or County orders;
3. Perform any landscaping or in anyway alter the Property in any way that would interfere with the use of the Property for flood control or drainage purposes. The County may refuse to permit the planting or use of the Property which the County considers detrimental to the public welfare and the best interests of the County.
4. Construct, store or place permanent structures, fences, signs, fixtures, improvements, or other tangible items on the property;
5. Allow or cause any automobile, truck, motorcycle, motorized vehicle, all terrain vehicle, bicycle, mobile home, camper, trailer, recreational vehicle, temporary housing or any form of manufactured housing or any other type of vehicle to be parked, placed or affixed to the Property;
6. Permit any camping or commercial use of the Property without first obtaining written consent from the County;
7. Place, store or allow to be placed or stored any type of building materials, toxic or poisonous materials, supplies or hazardous substances on the Property which may present any risk of health;
8. Cut timber; conduct mining, excavation or drilling operations, remove sand, gravel, or similar substances from the ground; commit waste of any kind; or in any manner change

the contour or condition of the Property, except with the prior written consent of the County;

THE SUBJECT PROPERTY IS BELOW THE BASE FLOOD PLAIN ELEVATION AND WILL FLOOD FROM NATURAL CAUSES. THE PROPERTY IS NOT SUITABLE FOR HUMAN HABITATION AND SUCH USE IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE FORFEITURE OF THE LEASE RIGHT HEREIN GRANTED.

Lessee's use of the Property for the purposes herein stated is non-exclusive.

CONSIDERATION FOR USE

In consideration for such permission and authorization, Lessee will exercise due diligence in protecting the Property against damage or destruction by fire or causes other than flooding, and will properly maintain the Property and mow the grass with sufficient frequency to prevent said grass from attaining a height in excess of six (6) inches.

COUNTY'S RIGHTS PARAMOUNT

Notwithstanding any statement herein which might be interpreted otherwise, the County's rights in the Property remain paramount to those of Lessee, and the County may at any time enter upon the Property, flood or alter the Property to the extent the County deems necessary for executing powers or duties of the County. The County may refuse to permit planting or use of the property which the County considers detrimental to public welfare and the best interests of the County.

COMPLIANCE AND STANDARDS

Lessee shall comply with all state, federal, and local rules, regulations, ordinances, and statutes applicable to Lessee's use of the Property. Lessee will further comply with any existing deed restrictions and/or subdivision covenants.

TERM

The term of this Agreement is through July 25, 2026, commencing on the date executed by the last party executing this Agreement. Either the County (through its governing body) or Lessee may terminate this Agreement at any time, with or without cause, upon giving ten (10) days prior written notice to the other party.

RESPONSIBILITY FOR EXPENSES

Lessee shall, at Lessee's sole cost and expense, pay all necessary expenses incident to Lessee's use of the Property.

DISCLAIMER OF WARRANTY

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and "AS IS."

Nothing herein shall be construed as creating any liability on the party of the County, its officials, director, servants, agents, employees, representatives, licensees, invitees, or other contractors.

NOTICES

Any notice required or permitted to be given by the County to Lessee hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Maintainer as follows: **Lori Weekly, 11367 Kenner Road, Beaumont TX, 77705.**

Any notice required or permitted to be given by Lessee to County hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows: **County Judge, 4th Floor, Jefferson County Courthouse, 1149 Pearl St., Beaumont, TX 77701.**

SUCCESSORS AND ASSIGNS

Lessee shall not sub-lease or assign this Agreement or any of Lessee's rights or obligations hereunder without the prior express written permission of the County. Any attempted assignment in violation of this provision will be void and of no force or effect.

MODIFICATION AND INTERPRETATION

This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

EXECUTED in triplicate originals on September 14, 2021

JEFF R. BRANICK, COUNTY JUDGE

LESSEE

Attest:

Theresa Goodness
Theresa Goodness, Interim County Clerk



RELEASE OF LIABILITY

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTY LOCATED AT **11329 KENNER ROAD, BEAUMONT TX, 77705**.

I FURTHER RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE JEFFERSON COUNTY, ITS DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS, FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION AS A RESULT OF ANY INJURY TO OR DEATH OF, MYSELF, MY FAMILY MEMBER(S), OR DAMAGE TO MY PROPERTY AS A RESULT OF ANY ACTS ARISING OUT OF MY PARTICIPATION AND ACTIVITY IN LEASING THIS PROPERTY OF JEFFERSON COUNTY WHICH ARE LOCATED AT **11329 KENNER ROAD, BEAUMONT TX, 77705** UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND **LORI WEEKLY**.

IT IS THE EXPRESS INTENTION OF THE COUNTY AND LESSEE THAT THIS AGREEMENT IS TO INDEMNIFY AND PROTECT THE COUNTY AND IS TO EXTEND TO ANY CAUSE OF ACTION OR INCIDENT WHERE NEGLIGENCE OR ANY OTHER RIGHT OF RECOVERY IS ALLEGED TO BE A DIRECT OR CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LESSEE SHALL BE SOLELY RESPONSIBLE FOR LESSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY WITH OR WITHOUT THE CONSENT OR PERMISSION OF LESSEE. LESSEE HOLDS AND SHALL HOLD THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT AND LIABILITY FOR ANY PROPERTY DAMAGES, INJURY, AND/OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.

Lori D Weekly

Signature

9-1-21

Date

Lori D Weekly

Printed Name

11367 Kenner Rd Bmt Tx 77705

Address

409-223-0211

Telephone Number



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah Clark, Purchasing Agent

1149 Pearl Street, Beaumont, TX 77701 Phone: 409-835-8593 Fax: 409-835-8456

MEMORANDUM

To: Commissioners' Court

From: Deborah Clark
Purchasing Agent

A handwritten signature of "DC" is written over a horizontal line, with a small line extending from the end of the "C".

Date: September 9, 2021

Re: Disposal of Salvage Property – Computers & Equipment

Consider and possibly approve disposition of salvage property as authorized by Local Government Code §263.152 (3), for broken or obsolete items.

Thank you.

Department Located	Description of Property	Serial #	Department Assigned to	Asset #
	PERSONAL COMPUTERS			
MIS	Dell Precision T3400N PC	9KQPV1	MIS	25BT-33607
MIS	Dell Optiplex 755	CMPKKH1	Constable PCT 2	66PA-33076
MIS	Dell Optiplex 755	7MPKKH1	Constable PCT 2	66PA-33077
MIS	Dell Optiplex 760	5BQR0L1	Constable PCT 2	66PA-33528
MIS	Dell Optiplex 760	7BQR0L1	Constable PCT 2	66PA-33529
MIS	Dell Optiplex 790	8XVCTR1	MIS	25BT-34015
MIS	Dell Optiplex 780	GYN0CP1	Ford Park	FORDPK-33864
MIS	Dell Optiplex 755	5LPKKH1	Jail	62BT-33083
MIS	Dell Optiplex 755	6MPKKH1	Jail	62BT-33118
MIS	Dell Optiplex 755	GLPKKH1	Jail	62BT-33119
MIS	Dell Optiplex 755	8MPKKH1	Jail	62BT-33123
MIS	Dell Latitude 5590	7R55RN2	Jail	62BT-36254
MIS	Dell Optiplex 755	BLVDWH1	Jail	62BT-33172
MIS	Dell Optiplex 780	7HQ8HN1	Jail	62BT-33692
MIS	Dell Optiplex 7010	6WZGCY1	Jail	62BT-34630
MIS	Dell Optiplex 780	HBLX1N1	Jail	62BT-33685
MIS	Dell Optiplex 7010	9RCQJ02	Jail	62BT-34764
MIS	Dell Optiplex 755	DLVDWH1	Jail	62BT-33174
MIS	Dell Optiplex 755	8LVDWH1	Jail	62BT-33170
MIS	Dell Precision T3400N PC	2TJLKH1	MIS	25BT-33056
MIS	Dell Optiplex 760	GF80XR1	CC2	52BT-34068
MIS	Dell Optiplex 790	8XTGTR1	Sheriff's Office BMT	59BT-34024
MIS	Dell Optiplex 755	H317JH1	Sheriff's Office BMT	59BT-33036
MIS	Dell Vostro V270	9M90PW1	Jail	62BT-34385
MIS	Dell Optiplex 780	JBLX1N1	Jail	62BT-33684
MIS	Dell Optiplex 755	5X4VFG1	Jail	62BT-32932
MIS	Dell Optiplex 7010	BH0CPW1	DA	30BT-34408
	LAPTOPS			
MIS	Gateway G-475M Laptop PC	0040532987	MIS	25BT-32404
MIS	Gateway M460E PC w/carry case	0035455769	MIS	25BT-29600
MIS	Dell Latitude E5500 Laptop	F9PK0L1	Constable PCT 4	68HS-33500
MIS	Dell Latitude E5500 Laptop	9BPK0L1	Constable PCT 4	68HS-33502
MIS	Dell Latitude E5500 Laptop	6BPK0L1	Constable PCT 4	68HS-33501
MIS	Dell VOS V3560 BTX Laptop	5C051X1	Airport	510-34502
MIS	Gateway Solo 9300 SE Laptop	19536781	Treasurer	17BT-25485
MIS	Itronix GD8000 Laptop	ZZSJC1035ZZ0030	Sheriff's Office BMT	59BT-34003
MIS				
MIS				
MIS				

Department Located	Description of Property	Serial #	Department Assigned to	Asset #
MIS				
	<u>TOUGHBOOKS</u>			
MIS				
	<u>TABLETS</u>			
MIS	Lenovo 10" Tablet (Blood)	PK2R8WW	MIS	25BT-34886
MIS	Lenovo 10" Tablet (Blood)	PK2R982	MIS	25BT-34888
MIS	Lenovo 10" Tablet (Blood)	PK2R8XR	MIS	25BT-34885
MIS	Lenovo 10" Tablet (Blood)	PK2R8XE	MIS	25BT-34884
MIS	Lenovo 10" Tablet (Blood)	PL2R8X7	MIS	25BT-34889
MIS				

Department Located	Description of Property	Serial #	Department Assigned to	Asset #
MIS				
	<u>MISCELLANEOUS</u>			
MIS	Alcatel 6400-48 Switch	15811297	MIS	25BT-33359
MIS	Alcatel 6400-48 Switch	J4383633	MIS	25BT-33311
MIS	Alcatel OMNISWITCH L3	P2488617	MIS	25BT-34286
MIS	Alcatel OMNISWITCH L3	N2984167	MIS	25BT-34285
MIS	Alcatel OS6400-48 Switch	L0980100	MIS	25BT-33703
MIS	Cisco 2-Part Multiflex Truck	SF0C14244C6P	MIS	25BT-33742
MIS	Cisco CAT 3560V2 Switch	FD01440X0MM	MIS	25BT-33773
MIS	Motion J3400 Readydock Station	06281102-003	MIS	25BT-33963
MIS	Cisco CAT 3560V2 Switch	SFDQ1214Y2PV	MIS	25BT-33954
MIS				
MIS				
MIS				
	<u>PRINTERS</u>			
MIS	IBM Personal Printer	L8516	Constable PCT 8	79PA-17478
MIS				
	<u>FAX</u>			
MIS				
	<u>SCANNERS</u>			
MIS	Fujitsu FI-5110C		District Clerk	31BT-33708
MIS				
MIS				

Approved by Commissioners' Court

From: [Bryan Werner](#)
To: ["Fran Lee"](#)
Subject: Budget transfer
Date: Wednesday, September 8, 2021 10:43:15 AM

Fran,

Please transfer \$1,000.00 from account # 120-3068-425.10-05 (extra help) to account # 120-3068-425.30-78 (office supply). These funds will be used to buy air purifiers for my staff to place in their offices. This amount will cover shipping and filters for units.

Thanks Bryan

Constable Bryan Werner
Jefferson County Constable, Precinct 4
19217 Hwy 365
Beaumont, Texas 77705
409-434-5450
bwerner@co.jefferson.tx.us



**TEXAS DEPARTMENT OF AGRICULTURE
TEXANS FEEDING TEXANS: HOME-DELIVERED MEAL
GRANT PROGRAM**

**RESOLUTION AUTHORIZING COUNTY GRANT
PROGRAM YEAR 2022**

A resolution of the County of Jefferson (County) Texas certifying that the county has made a grant to **Nutrition & Services for Seniors**, (Organization) an organization that provides home-delivered meals to homebound persons in the county who are elderly and/or have a disability and certifying that the county has approved the organization's accounting system or fiscal agent.

WHEREAS, the Organization desires to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services for homebound persons in the County who are elderly and/or have a disability, pursuant to the Home-Delivered Meal Grant Program (Program); and

WHEREAS, the Program rules require the County in which an Organization is providing home-delivered meal services to make a grant to the Organization, in order for the Organization to be eligible to receive Program grant funds; and

WHEREAS, the Program rules require the County to approve the Organization's accounting system or fiscal agent, in order for the Organization to be eligible to receive Program grant funds; and

WHEREAS, the County recognizes Janci Kimball, President & CEO (Authorized Official) as an official of the Organization applying for a Home-Delivered Meal Grant from the Texas Department of Agriculture.

BE IT RESOLVED BY THE COUNTY:

SECTION 1: The County hereby certifies that it has made a grant to the Organization in the amount of \$65,000 to be used between the:

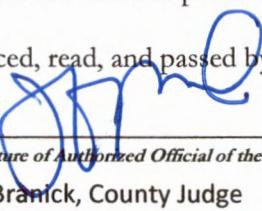
01 of October 2021 and the 30 of September 2022

Day Month Year Day Month Year

SECTION 2: The County hereby certifies that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability.

SECTION 3: The County hereby certifies that it has approved the Organization's accounting system or fiscal agent which meets financial management system requirements as set forth in the Texas Grant Management Standards promulgated by the Texas Comptroller of Public Accounts.

Introduced, read, and passed by the affirmative vote of the County on this 14 day of September, 2021



Signature of Authorized Official of the County

Jeff Branick, County Judge

Typed Name and Title

NOTE: All information shown in this resolution must be included in the resolution passed by the County.
Updated June 2021



NOTICE OF FEES CHARGED BY THE SHERIFF AND CONSTABLES OF JEFFERSON COUNTY, TEXAS EFFECTIVE January 1, 2022

On the 14th day of September 2021, the Commissioners' Court of Jefferson County, Texas, pursuant to the provisions of Section 118.131, Local Government Code, hereby set the following fees to be charged by the offices of Sheriff and Constables of Jefferson County, TX to become effective January 1, 2022

County and District Courts

	<u>Service Fee</u>
Bill of Review	\$75.00
Citations – All types	\$75.00
Constable's Deed of Sale (All Courts)	\$100.00
Ex-Parte Protective Order	\$75.00
Notice By Publication	\$75.00
Notice of An Application for A Protective Order	\$75.00
Notice of Garnishment	\$75.00
Notice of Hearing	\$75.00
Notice of Substitute Trustee Sale	\$75.00
Notice to Show Cause	\$75.00
Notice to Take Deposition (Oral/Written)	\$75.00
Notice/Precept to Serve	\$75.00
Posting Written Notice- All types	\$75.00
Precept to Serve/Ex Parte Order	\$75.00
Protective Order	\$75.00
Subpoena/Summons	\$75.00
Tax Warrant	\$75.00
Temporary Ex Parte Protective Order	\$100.00
Turnover Order (All Courts)	\$100.00 \$ 100.00 maximum 2 hours per deputy \$ 50.00 per hour after 2 hours
Writ of Attachment (All Courts)	\$150.00
Writ of Certiorari (All Courts)	\$125.00
Writ of Execution * Commissions: 10% w/sale(No Maximum) 5% without sale(No Max)	\$175 maximum 2 hours per deputy * \$ 50.00 per hour after 2 hours
Writ of Garnishment (All Courts)	\$150.00
Writ of Habeas Corpus (All Courts)	\$150.00
Writ of Injunction	\$125.00
Writ of Possession	\$ 150.00 maximum 2 hours per deputy \$ 50.00 per hour after 2 hours
Writ of Possession/(non-eviction) Personal Property	\$150.00
Writ of Re-Entry (All Courts)	\$150.00
Writ of Sequestration (All Courts)	\$200.00
Writ of Temporary Injunction/Restraining Order	\$125.00
Writ of Turnover Order	\$ 100.00 maximum 2 hours per deputy \$ 50.00 per hour after 2 hours
Writ of Order of Sale (All Courts) *	\$175.00 *
Commissions: 10% with sale (no maximum)	
5% without sale (no maximum)	
Order of Sale/Tax	\$175.00
Without Order	
Commissions: 6% plus all cost	
6% without order (no maximum)	

Justice of the Peace Courts

Eviction Citation (Forcible Entry/Detainer)	\$75.00
Justice Court Citation	\$75.00
Justice Court Subpoena	\$75.00
Magistrate Emergency Protective Order	\$75.00
Notice	\$75.00
Certified Mail	\$75.00
Order of Property Retrieval	\$150.00
Summons/Subpoenas	\$75.00
Writ of Assistance for Repossession of Aircraft	\$ 150.00 maximum 2 hours per deputy \$ 50.00 per hour after 2 hours
Writ of Attachment	\$150.00
Writ of Execution	\$175 maximum 2 hours per deputy * \$ 50.00 per hour after 2 hours
* Commissions: 10% with sale (no maximum)	
5% without sale (no maximum)	
Writ of Sequestration	\$200.00
Writ of Possession	\$ 150.00 maximum 2 hours per deputy \$ 50.00 per hour after 2 hours
Writ of Possession/(non-eviction) Personal Property	\$150.00
Writ of Sequestration	\$200.00
Writ of Re-entry	\$150.00
Certified Mail (Postage)	\$75.00
Notice of Substituted Trustee Sale	\$75.00
Turn Over Order	\$ 100.00 maximum 2 hours per deputy \$ 50.00 per hour after 2 hours
Commission to take Oral Deposition	\$75.00

Warrants

Criminal Subpoena	\$5.00
Warrant -AFRS	\$50.00
Warrant for Arrest	\$50.00
Capias Pro Fine	\$60.00
Warrants (All Courts)	\$50.00
Distress Warrants	\$150.00
ALL OTHER WRITS NOT SPECIFICALLY LISTED	\$125.00

* With plaintiff to withhold or release levy, withhold collection, cancel or recall writ without Constable completing collection of judgment costs (except Tax Foreclosure Order of Sale) \$500

**2022 Jefferson County Resolution
Indigent Defense Grant Program**

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

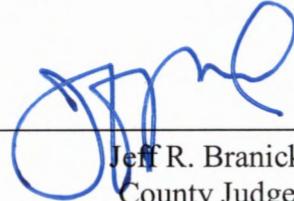
WHEREAS, this grant program will assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

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

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

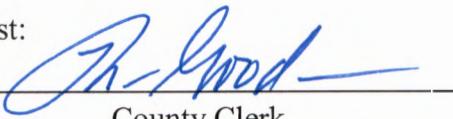
BE IT FURTHER RESOLVED that the County Auditor is designated as the Financial Officer for this grant.

Adopted this 14th day of September, 2021.



Jeff R. Branick
County Judge

Attest:



County Clerk



NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
DAWN DONUTS	157.50	486537	157.50**
ROAD & BRIDGE PCT.#1			
ENTERGY	637.13	486409	637.13**
ROAD & BRIDGE PCT.#2			
SPIDLE & SPIDLE	2,408.67	486384	
AUDILET TRACTOR SALES	276.70	486386	
CITY OF NEDERLAND	60.23	486394	
ENTERGY	998.41	486409	
MUNRO'S	980.00	486421	
OFFICE DEPOT	140.01	486424	
RITTER @ HOME	23.97	486432	
SMART'S TRUCK & TRAILER, INC.	59.20	486441	
S.E. TEXAS BUILDING SERVICE	346.66	486442	
W. JEFFERSON COUNTY M.W.D.	27.67	486457	
BUMPER TO BUMPER	214.12	486490	
MARTIN PRODUCT SALES LLC	14,284.00	486496	
PRO CHEM INC	54.19	486522	
CY-FAIR TIRE	455.00	486562	
GULF COAST	1,098.55	486563	
ROAD & BRIDGE PCT. # 3			21,427.38**
SPIDLE & SPIDLE	6,306.66	486384	
COASTAL WELDING SUPPLY	124.94	486395	
RB EVERETT & COMPANY, INC.	430.89	486399	
MUNRO'S	23.85	486421	
SMART'S TRUCK & TRAILER, INC.	366.15	486441	
W. JEFFERSON COUNTY M.W.D.	130.91	486457	
SOUTHERN TIRE MART, LLC	659.80	486462	
HOWARD'S AUTO SUPPLY	15.86	486465	
TEXAS GAS SERVICE	145.29	486485	
WINDSTREAM	43.72	486495	
MARTIN PRODUCT SALES LLC	13,520.00	486496	
ATTABOY TERMITIC & PEST CONTROL	127.77	486507	
WILLIAMS AIR CONDITIONING	325.00	486511	
ON TIME TIRE	130.00	486521	
SMITTY'S HAMSHIRE GULF	29.00	486542	
O'REILLY AUTO PARTS	454.76	486554	
C & I OIL OF BEAUMONT LP	1,542.88	486565	
ROAD & BRIDGE PCT.#4			24,377.48**
SPIDLE & SPIDLE	2,661.01	486384	
ENTERGY	17.65	486409	
CASH ADVANCE ACCOUNT	1,219.26	486415	
M&D SUPPLY	15.10	486418	
MUNRO'S	87.89	486421	
SANITARY SUPPLY, INC.	488.21	486436	
VULCAN MATERIALS CO.	99,155.76	486456	
W. JEFFERSON COUNTY M.W.D.	199.11	486457	
4IMPRINT, INC.	645.48	486480	
ENGINEERING FUND			104,489.47**
UNITED STATES POSTAL SERVICE	1.06	486473	
BRADLEY S STAFFORD	2,000.00	486570	
PARKS & RECREATION			2,001.06**
CITY OF PORT ARTHUR - WATER DEPT.	58.02	486393	
ENTERGY	1,572.13	486409	
RITTER @ HOME	47.98	486432	
AT&T	31.02	486448	
W. JEFFERSON COUNTY M.W.D.	82.00	486457	
LOWE'S HOME CENTERS, INC.	166.40	486482	
KIESCHNICK INDUSTRIES, INC.	168.00	486483	
PARKER LUMBER	694.45	486512	

NAME	AMOUNT	CHECK NO.	TOTAL
GULF COAST	1,288.80	486563	4,108.80**
GENERAL FUND			
TAX OFFICE			
ELECTRICAL SPECIALTIES, INC.	85.00	486380	
OFFICE DEPOT	1,902.81	486424	
SOUTHEAST TEXAS WATER	347.00	486444	
CDW COMPUTER CENTERS, INC.	17.80	486466	
UNITED STATES POSTAL SERVICE	535.40	486473	
ALLISON GETZ	641.06	486534	
CHERYL ELLIS	8.53	486576	
COUNTY HUMAN RESOURCES			3,537.60*
UNITED STATES POSTAL SERVICE	4.96	486473	
SIERRA SPRING WATER CO. - BT	43.39	486477	
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	532.00	486540	
AUDITOR'S OFFICE			580.35*
OFFICE DEPOT	965.05	486424	
SOUTHEAST TEXAS WATER	29.95	486445	
UNITED STATES POSTAL SERVICE	8.20	486473	
COUNTY CLERK			1,003.20*
OFFICE DEPOT	359.04	486424	
UNITED STATES POSTAL SERVICE	214.87	486473	
COUNTY JUDGE			573.91*
LINDA F PATTERSON	1,800.00	486427	
LOU ANNE GARDNER ATTORNEY AT LAW	500.00	486467	
UNITED STATES POSTAL SERVICE	8.30	486473	
JEFF R BRANICK	1,287.26	486497	
LEXISNEXIS- ACCURINT	96.54	486509	
RISK MANAGEMENT			3,692.10*
OFFICE DEPOT	730.41	486424	
UNITED STATES POSTAL SERVICE	11.16	486473	
COUNTY TREASURER			741.57*
UNITED STATES POSTAL SERVICE	113.88	486473	
PURCHASING DEPARTMENT			113.88*
UNITED STATES POSTAL SERVICE	16.31	486473	
GENERAL SERVICES			16.31*
B&L MAIL PRESORT SERVICE	819.01	486387	
JEFFERSON CTY. APPRAISAL DISTRICT	171,528.25	486414	
CASH ADVANCE ACCOUNT	80.00	486415	
TIME WARNER COMMUNICATIONS	2,442.76	486449	
TEXAS WILDLIFE DAMAGE MGMT FUND	2,700.00	486451	
TEXAS WORKFORCE COMMISSION	4,382.98	486452	
INTERFACE EAP	1,317.60	486461	
ADVANCED STAFFING	97.50	486464	
VERIZON WIRELESS	200.59	486471	
MILLIMAN	6,150.00	486503	
SAM'S CLUB DIRECT	227.40	486523	
SCALES BIOLOGICAL LABORATORY INC	900.00	486561	
DATA PROCESSING			190,846.09*
RALPH'S INDUSTRIAL ELECTRONICS	894.80	486433	
CDW COMPUTER CENTERS, INC.	1,864.65	486466	
LOWE'S HOME CENTERS, INC.	110.96	486482	
SKYHELM LLC	15,195.00	486552	
VOTERS REGISTRATION DEPT			18,065.41*

NAME	AMOUNT	CHECK NO.	TOTAL
THE EXAMINER UNITED STATES POSTAL SERVICE	300.00 160.58	486400 486473	460.58*
ELECTIONS DEPARTMENT			
THE EXAMINER OFFICE DEPOT RMA TOLL PROCESSING	68.75 201.89 2.80	486400 486424 486558	273.44*
DISTRICT ATTORNEY			
FED EX CASH ADVANCE ACCOUNT KIRKSEY'S SPRINT PRINTING OFFICE DEPOT ELIZABETH PARKS UNITED STATES POSTAL SERVICE TRANSUNION RISK AND ALTERNATIVE QUENTIN PRICE	12.55 50.50 25.95 67.29 581.00 96.33 160.00 20.50	486402 486415 486417 486424 486426 486473 486531 486547	1,014.12*
DISTRICT CLERK			
UNITED STATES POSTAL SERVICE	396.97	486473	396.97*
CRIMINAL DISTRICT COURT			
DAVID GROVE DONALD W. DUESLER & ASSOC. MARSHA NORMAND OFFICE DEPOT KEVIN PAULA SEKALY PC RENE MULHOLLAND UNITED STATES POSTAL SERVICE	8,750.00 8,750.00 8,750.00 39.30 8,750.00 2,604.45 1.46	486385 486396 486422 486424 486438 486455 486473	37,645.21*
58TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.99	486473	.99*
60TH DISTRICT COURT			
SOUTHWEST BUILDING SYSTEMS UNITED STATES POSTAL SERVICE	161.80 .53	486447 486473	162.33*
136TH DISTRICT COURT			
MSC SYSTEMS UNITED STATES POSTAL SERVICE LEXIS-NEXIS	8,496.12 1.76 76.00	486463 486473 486474	8,573.88*
172ND DISTRICT COURT			
LEXIS-NEXIS LEXIS-NEXIS	80.00 160.00	486475 486476	240.00*
252ND DISTRICT COURT			
CRISTY SMITH MSC SYSTEMS UNITED STATES POSTAL SERVICE JOEL WEBB VAZQUEZ ALEX BILL III BRITTANIE HOLMES	577.15 97.50 16.88 800.00 800.00 8,750.00	486390 486463 486473 486489 486516 486524	11,041.53*
279TH DISTRICT COURT			
ANITA F. PROVO NATHAN REYNOLDS, JR. UNITED STATES POSTAL SERVICE LEXIS-NEXIS DONEANE E. BECKCOM LANGSTON ADAMS JOEL WEBB VAZQUEZ TONYA CONNELL TOUPS	1,847.50 550.00 .53 80.00 550.00 1,050.00 440.00 110.00	486430 486431 486473 486475 486479 486484 486489 486500	

NAME	AMOUNT	CHECK NO.	TOTAL
REAUD MORGAN & QUINN LLP	385.00	486506	
BRITTANIE HOLMES	770.00	486524	
MATUSKA LAW FIRM	110.00	486529	
MELANIE AIREY	357.50	486532	
THE SCHLETT LAW FIRM, PLLC	220.00	486572	
317TH DISTRICT COURT			6,470.53*
MARVA PROVO	325.00	486429	
UNITED STATES POSTAL SERVICE	53	486473	
PATRICIA VELASCO	2,465.42	486538	
JUSTICE COURT-PCT 1 PL 1			2,790.95*
UNITED STATES POSTAL SERVICE	47.65	486473	
LEXISNEXIS- ACCURINT	96.54	486509	
JUSTICE COURT-PCT 1 PL 2			144.19*
LEXISNEXIS- ACCURINT	96.54	486509	
JUSTICE COURT-PCT 6			96.54*
OFFICE DEPOT	167.75	486424	
UNITED STATES POSTAL SERVICE	20.13	486473	
LEXISNEXIS- ACCURINT	96.54	486509	
DIRECTV	60.90	486513	
JUSTICE COURT-PCT 7			345.32*
LEXISNEXIS- ACCURINT	96.54	486509	
JUSTICE OF PEACE PCT. 8			96.54*
LEXISNEXIS- ACCURINT	96.54	486509	
COUNTY COURT AT LAW NO.1			96.54*
UNITED STATES POSTAL SERVICE	3.23	486473	
THOMSON REUTERS-WEST	139.00	486526	
COUNTY COURT AT LAW NO. 2			142.23*
TODD W LEBLANC	300.00	486381	
CHARLES ROJAS	250.00	486468	
UNITED STATES POSTAL SERVICE	8.76	486473	
TURK LAW FIRM	250.00	486525	
MATUSKA LAW FIRM	300.00	486529	
COUNTY COURT AT LAW NO. 3			1,108.76*
TODD W LEBLANC	300.00	486381	
A. MARK FAGGARD	300.00	486401	
NATHAN REYNOLDS, JR.	300.00	486431	
UNITED STATES POSTAL SERVICE	12.45	486473	
ANTOINE FREEMAN	300.00	486501	
COURT MASTER			1,212.45*
BUDDIE J HAHN	313.49	486564	
MEDIATION CENTER			313.49*
OFFICE DEPOT	64.20	486424	
SOUTHEAST TEXAS WATER	56.50	486443	
UNITED STATES POSTAL SERVICE	2.31	486473	
4IMPRINT, INC.	786.12	486480	
SHERIFF'S DEPARTMENT			909.13*
RAY ALLEN MFG. CO., INC.	220.91	486383	
CITY OF NEDERLAND	38.16	486394	
EQUINE MEDICINE & SURGERY	70.00	486398	

NAME	AMOUNT	CHECK NO.	TOTAL
FED EX	66.30	486403	
GT DISTRIBUTORS, INC.	1,124.27	486406	
ENTERGY	926.04	486409	
AT&T	36.62	486448	
UNITED STATES POSTAL SERVICE	864.13	486473	
SHI GOVERNMENT SOLUTIONS, INC.	120.33	486478	
BEAUMONT OCCUPATIONAL SERVICE, INC.	244.65	486481	
RITA HURT	550.00	486519	
GALLS LLC	5,997.19	486533	
3L PRINTING COMPANY	50.00	486539	
THE MONOGRAM SHOP	57.00	486546	
PARAGON SOUTHWEST MEDICAL WASTE LLC	1,056.25	486553	
CRIME LABORATORY			11,421.85*
FED EX	89.65	486404	
FISHER SCIENTIFIC	526.65	486405	
OFFICE DEPOT	259.60	486424	
THERMAL SCIENTIFIC, INC.	120.04	486453	
LIPOMED	501.80	486514	
RECREATION SUPPLY CO, INC	298.31	486574	
JAIL - NO. 2			1,796.05*
CITY OF BEAUMONT - WATER DEPT.	16.00	486392	
ENTERGY	1,179.08	486409	
JACK BROOKS REGIONAL AIRPORT	460.00	486413	
ULINE SHIPPING SUPPLY SPECIALI	440.44	486454	
WORLD FUEL SERVICES	376.00	486508	
JUVENILE PROBATION DEPT.			2,471.52*
SAFER SOCIETY PRESS	470.00	486434	
UNITED STATES POSTAL SERVICE	6.66	486473	
ROXANA MITCHELL	241.92	486535	
SUMMER KENNISON	117.60	486543	
SHERONDA WHEELER	45.92	486550	
JAMIE GROGAN	99.68	486566	
BRENDA WOOD	123.20	486569	
JUVENILE DETENTION HOME			1,104.98*
ENTERGY	5,174.97	486409	
SANITARY SUPPLY, INC.	2,093.84	486436	
FLOWERS FOODS	45.64	486487	
BEN E KEITH FOODS	2,697.75	486488	
A1 FILTER SERVICE COMPANY	183.79	486518	
CONSTABLE PCT 1			10,195.99*
UNITED STATES POSTAL SERVICE	24.18	486473	
CONSTABLE-PCT 6			24.18*
OFFICE DEPOT	15.53	486424	
UNITED STATES POSTAL SERVICE	2.31	486473	
LEXISNEXIS- ACCURINT	96.54	486509	
GUS GEORGE LAW ENFORCEMENT ACADEMY	60.00	486530	
GALLS LLC	420.48	486533	
CONSTABLE PCT. 8			563.80*
CASH ADVANCE ACCOUNT	200.00	486415	
TX TAG	10.62	486536	
COUNTY MORGUE			210.62*
PROCTOR'S MORTUARY INC	15,400.00	486510	
HEALTH AND WELFARE NO. 1			15,400.00*
CALVARY MORTUARY	1,500.00	486391	
MERCY FUNERAL HOME	1,500.00	486420	

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	63.36	486473	
LEXISNEXIS- ACCURINT	136.50	486509	
PROCTOR'S MORTUARY INC	1,500.00	486510	
NUANCE COMMUNICATIONS, INC	118.50	486560	
EZEA D EDE MD	2,932.58	486568	
HEALTH AND WELFARE NO. 2			7,750.94*
VICKIE MCINTYRE	435.68	486460	
UNITED STATES POSTAL SERVICE	47.94	486473	
LEXISNEXIS- ACCURINT	136.50	486509	
SAM'S CLUB DIRECT	41.86	486523	
NUANCE COMMUNICATIONS, INC	118.50	486560	
EZEA D EDE MD	2,932.58	486568	
ENVIRONMENTAL CONTROL			3,713.06*
CASH ADVANCE ACCOUNT	1,017.96	486415	
OFFICE DEPOT	211.77	486424	
INDIGENT MEDICAL SERVICES			1,229.73*
CARDINAL HEALTH 110 INC	12,638.49	486527	
VECTOR SECURITY	360.00	486548	
CORLISS R RANDLE	1,200.00	486556	
MAINTENANCE-BEAUMONT			14,198.49*
BINSWANGER GLASS CO.	2,976.46	486389	
SANITARY SUPPLY, INC.	1,945.77	486436	
ACE IMAGEWEAR	203.70	486440	
AT&T	679.82	486448	
WORTH HYDROCHEM	265.00	486458	
TEXAS FIRE & COMMUNICATIONS	95.00	486469	
CENTERPOINT ENERGY RESOURCES CORP	429.18	486491	
CARROT-TOP INDUSTRIES INC	1,512.93	486541	
REXEL USA INC	720.05	486551	
MAINTENANCE-PORT ARTHUR			8,827.91*
ENTERGY	4,992.66	486409	
AIR SERVICES UNLIMITED	17,400.00	486520	
THE HOME DEPOT PRO	497.22	486559	
MAINTENANCE-MID COUNTY			22,889.88*
CITY OF NEDERLAND	20.90	486394	
ENTERGY	2,858.75	486409	
SANITARY SUPPLY, INC.	21.60	486436	
ACE IMAGEWEAR	36.49	486440	
S.E. TEXAS BUILDING SERVICE	4,341.67	486442	
W. JEFFERSON COUNTY M.W.D.	51.94	486457	
SERVICE CENTER			7,331.35*
ACTION AUTO GLASS	245.94	486382	
SPIDLE & SPIDLE	9,658.78	486384	
KINSEL FORD, INC.	4,781.25	486416	
M&D SUPPLY	431.52	486418	
MUNRO'S	64.89	486421	
PHILPOTT MOTORS, INC.	52.44	486428	
VOYAGER FLEET SYSTEM, INC.	21,812.21	486486	
BUMPER TO BUMPER	499.75	486490	
ROBERT'S TEXACO XPRESS LUBE	63.00	486504	
AMERICAN TIRE DISTRIBUTORS	835.14	486505	
mighty OF SOUTHEAST TEXAS	154.66	486517	
MIDNIGHT AUTO	89.95	486544	
VETERANS SERVICE			38,689.53*
UNITED STATES POSTAL SERVICE	9.47	486473	
MOSQUITO CONTROL FUND			9.47*
			440,535.49**

NAME	AMOUNT	CHECK NO.	TOTAL
ACE GLASS & MIRROR, INC.	50.00	486379	
DYNAMIC POWER SYSTEM, INC.	45.00	486397	
W.W. GRAINGER, INC.	977.43	486407	
ENTERGY	670.10	486409	
SETZER HARDWARE, INC.	48.85	486439	
TIME WARNER COMMUNICATIONS	65.83	486450	
FEMA EMERGENCY			1,857.21**
SEABREEZE CULVERT, INC.	3,240.00	486437	
LATERAL ROADS -PRECINCT 1			3,240.00**
MARTIN PRODUCT SALES LLC	8,844.14	486496	
J.C. FAMILY TREATMENT			8,844.14**
MARY BEVIL	1,387.00	486567	
EMPG GRANT			1,387.00**
OFFICE DEPOT	322.89	486424	
SOUTHEAST TEXAS WATER	9.95	486446	
GRANT A STATE AID			332.84**
SAM HOUSTON STATE UNIVERSITY YOUTH ADVOCATE PROGRAM	225.00 4,270.00	486435 486499	
COMMUNITY SUPERVISION FND			4,495.00**
CDW COMPUTER CENTERS, INC.	1,187.48	486466	
UNITED STATES POSTAL SERVICE	89.55	486473	
JCCSC	810.00	486515	
SAM'S CLUB DIRECT	90.48	486523	
JEFF. CO. WOMEN'S CENTER			2,177.51**
KIM MCKINNEY, LPC, LMFT	75.00	486419	
BEN E KEITH FOODS	986.45	486488	
CENTERPOINT ENERGY RESOURCES CORP	215.98	486491	
DWI PRETRIAL DIVERSION			1,277.43**
SAM'S CLUB DIRECT	69.80	486523	
LAW OFFICER TRAINING GRT			69.80**
ENTERGY	466.49	486409	
TEXAS COMMISSION ON LAW ENFORCEMENT	35.00	486502	
LIBERTY GOLF CARS	5,000.00	486573	
DEPUTY SHERIFF EDUCATION			5,501.49**
CASH ADVANCE ACCOUNT	2,092.44	486415	
J.P. COURTROOM TECH. FUND			2,092.44**
CDW COMPUTER CENTERS, INC.	49.29	486466	
HOTEL OCCUPANCY TAX FUND			49.29**
AT&T	123.63	486448	
TEXAS WORKFORCE COMMISSION	260.82	486452	
CRIME LAB FUNDING CJD			137.19**
CASH ADVANCE ACCOUNT	1,778.68	486415	
COUNTY CLERK ELECTION CON			1,778.68**
HART INTER CIVIC	6,079.22	486412	
CETRZ/CTIF GRANT			6,079.22**

NAME	AMOUNT	CHECK NO.	TOTAL
MARTIN PRODUCT SALES LLC	709.86	486496	709.86**
AIRPORT FUND			
SPIDLE & SPIDLE	852.64	486384	
ENTERGY	13,594.28	486411	
RALPH'S INDUSTRIAL ELECTRONICS	199.31	486433	
SETZER HARDWARE, INC.	14.75	486439	
TEXAS WORKFORCE COMMISSION	69.81	486452	
BUBBA'S AIR CONDITIONING	775.00	486459	
E. SULLIVAN ADVERTISING & DESIGN	6,145.00	486470	
UNITED STATES POSTAL SERVICE	1.84	486473	
MODERN AG PRODUCTS LTD	337.48	486498	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	64.04	486528	
EAGLE PUMP & METERS INC	5,150.00	486545	
TITAN AVIATION FUELS	17,040.29	486555	
AIRPORT IMPROVE. GRANTS			44,244.44**
BEAUMONT TRACTOR COMPANY	60,350.00	486388	60,350.00**
SE TX EMP. BENEFIT POOL			
STANDARD INSURANCE COMPANY	23,366.40	486493	
RELIANCE STANDARD LIFE INSURANCE	6,095.96	486494	
EXPRESS SCRIPTS INC	63,574.51	486549	
NEUROMUSCULAR CORPORATE SOLUTIONS	21,600.00	486557	
SETEC FUND			114,636.87**
PREFERRED FACILITIES GROUP-USA, LLC	15,096.37	486571	15,096.37**
LIABILITY CLAIMS ACCOUNT			
JOSH SCHAFFER PLLC	6,250.00	486577	6,250.00**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	22,565.24	486492	22,565.24**
ARRC CORONAVIRUS RECOVERY			
OVERHEAD DOOR CO.	573.00	486425	
S.E. TEXAS BUILDING SERVICE	2,332.00	486442	
EASTEX ASSETS LLC	13,000.00	486575	
J C ASSISTANCE DISTRICT 4			15,905.00**
TEXAS WORKFORCE COMMISSION	370.00	486452	370.00**
MARINE DIVISION			
ENTERGY	810.73	486409	
SKYHELM LLC	1,773.55	486552	
SHERIFF-SPINDLETOP GRANT			2,584.28**
GT DISTRIBUTORS, INC.	100.70	486406	
			100.70**
			919,591.93***

**AGENDA ITEM****September 14, 2021**

Receive and file Executed SAVNS Maintenance Grant Contract No. 2219053.

SAVNS MAINTENANCE GRANT CONTRACT

OAG Contract No. 2219053

This grant contract (“Grant Contract”) is executed between the Office of the Attorney General (OAG) and Jefferson 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 June 25, 2020, OAG exercised its right to renew the OAG Certification Agreement with the renewal term to begin on September 1, 2020 and end on August 31, 2022 (“First Renewal Term”). The vendor certified to provide the services is Appriss, Inc., (“Certified Vendor”), a Kentucky corporation authorized to do business in Texas.

SECTION 2. TERM OF THE CONTRACT

This Grant Contract shall begin on September 1, 2021 and shall terminate August 31, 2022, unless it is terminated earlier in accordance with another provision of this Grant Contract.

SECTION 3. GRANTEE’S CONTRACTUAL SERVICES

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

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

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

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

Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;

g. Section 9.5 Oversight of Security Compliance: GRANTEE may require Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;

h. Section 10.4 Exclusions: GRANTEE may require Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;

i. Section 12.1 Limitation of Liability: The Certified Vendor may request a limitation of liability to be included. It is incumbent on the GRANTEE to determine if the proposed limitation is sufficient, permissible under applicable state and local law, and whether or not to include and incorporate such limitation into the Participating Entity Service Agreement;

j. Section 12.2 Indemnification: GRANTEE may require, negotiate, and include additional or alternative indemnification provisions, to the extent such provisions are permissible under applicable state and local law, either in addition to or in lieu of those included within the Participating Entity Service Agreement; and

k. Section 14.5 Dispute Resolution: GRANTEE may require specific dispute resolution provisions compliant with its local laws, regulations, and other policies applicable to the GRANTEE.

3.1.2 Executed Copy of Financial Participating Entity Service Contract Required. GRANTEE is hereby placed on immediate financial hold, consistent with Section 9.2 of this Grant Contract, and will remain on financial hold until OAG receives an executed copy of the Participating Service Contract along with any requisite amendment, renewal, or extensions made or otherwise exercised by GRANTEE pursuant to Section 1 therein in accordance with and as required by this section. To the extent the executed Participating Entity Service Contract includes any additional terms or conditions that limit or otherwise conflict with the exemplar Participating Entity Service Contract as attached here as Exhibit B, the GRANTEE will continue to remain on financial hold until GRANTEE provides OAG an executed Participating Service Contract in accordance with and as required by this section and consistent with the exemplar Participating Entity Service Contract as attached here as Exhibit B.

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

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

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

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

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

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

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

3.7 Special Conditions. The OAG may, at its sole discretion, impose additional requirements not specifically provided for in this Grant Contract based on a need for information, ("Special Conditions") on GRANTEE, without notice and without amending this Grant Contract. The OAG,

at its sole discretion, may supplement, amend, or adjust the Special Conditions of this Grant Contract. The imposition of any Special Conditions places GRANTEE on immediate financial hold, consistent with section 9.2, without further notice, until all Special Conditions are satisfied.

SECTION 4. GRANTEE'S OBLIGATIONS AND REQUIRED REPORTS

4.1 General Matters

4.1.1 Required Reports; Form of Reports; Filings with the OAG. GRANTEE shall forward to the OAG all applicable reports and forms as specified by the OAG. GRANTEE shall ensure that it files each document or form required by the OAG in an accurate and timely manner. Unless 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 contract or the underlying grant may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, GRANTEE is required to make any information created or exchanged with OAG, the State of Texas, or any state agency pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to OAG, the State of Texas, or any state agency.

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 contract. The OAG is not obligated to reimburse expenses that were incurred prior to the commencement or after the termination or expiration of this 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 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 forty-five (45) days of the next month following the end of any quarter, the OAG will determine what steps will be taken next, including placing the Grant Contract on financial hold or terminating the Grant Contract. If an OAG Grant Contract is placed on financial hold or terminated, the GRANTEE remains responsible for any contractual obligation it has with Certified Vendor. The OAG will not be responsible for collection efforts on behalf of the Certified Vendor.

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

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

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

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

4.3.5 Annual Independent Financial Audit Report. GRANTEES that are required to undergo a single audit or Annual Independent Financial Audit by statute, regulation, or organizational policy must complete and submit the Single Audit or Annual Financial 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. Additionally, the Annual Independent Financial Audit will meet Generally Accepted Government Auditing Standards in the event a Single Audit is not required. 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 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 forty-five (45) days after the earlier of (1) the termination of this Grant Contract; or (2) the end of each state fiscal

year covered by the term of this Grant Contract.

4.3.7 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.

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 unawarded 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 Grant Contract, the OAG may, upon written notice of the breach to GRANTEE, immediately terminate all or any part of this Grant

Contract.

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

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

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

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

SECTION 7. AUDIT RIGHTS; RECORDS RETENTION

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

7.2 Records Retention. GRANTEE shall maintain and retain records for a period of seven (7) years after the 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 contract or documents are resolved. The records include, but may not be limited to, the contract, any contract solicitation documents, any documents that are necessary to fully disclose the extent of services provided under this 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. 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 contract, in the sole discretion of the OAG.

SECTION 9. CORRECTIVE ACTION PLANS AND SANCTIONS

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

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

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

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

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

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

SECTION 10. GENERAL TERMS AND CONDITIONS

10.1 Federal and State Laws, 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 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 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 CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL 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 OFFICE OF THE TEXAS ATTORNEY GENERAL. 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, public service announcement, or public service disclosure relating to this Grant Contract or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining written consent from the OAG. This section is not intended to and does not limit GRANTEE's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act.

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

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

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

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

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

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

11.7 No Subcontracting, Assignment, or Delegation Without Prior Written Approval of OAG. GRANTEE may not subcontract, assign any of its rights, or delegate any of its duties under this Grant Contract without the prior written approval of the OAG. 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 Grant Contract is made and entered into in the State of Texas. This Grant Contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

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

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

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

11.13 Dispute Resolution Process. The dispute resolution process provided for in Chapter 2260 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 of the 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 Lobbying Expenditure Restriction. 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.

11.27 No Waiver of Sovereign Immunity. The Parties expressly agree that no provision of the grant or 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.

11.28 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.

11.29 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.

SECTION 12. CONSTRUCTION OF CONTRACT AND AMENDMENTS

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

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

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

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

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

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

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.

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

**OFFICE OF THE ATTORNEY
GENERAL**

Jefferson County

— DocuSigned by:

F33DA093DEBC4E9...

Printed Name: Josh Reno
Office of the Attorney General

— DocuSigned by:

2B2C43CDC17E430...

Printed Name: Jeff Branick
Authorized Official

SAVNS MAINTENANCE GRANT CONTRACT**OAG Contract No.** 2219053**EXHIBIT A****Population Size:** Large

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

Annual Cost for Jail	Annual Cost for Courts	Annual E-Vine Upgrade Cost	MAXIMUM REIMBURSABLE COSTS
\$24,478.16	\$4,068.60	\$1,596.90	\$30,143.66

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



Certificate Of Completion

Envelope Id: BBDAF0CBD1FA490A91F67393DC77D072
 Subject: Please DocuSign: FY 2022 SAVNS Grant Contract
 Template ID:
 Template ID Usage Tracking:
 Division Designed Templates:
 Source Envelope:
 Document Pages: 25
 Certificate Pages: 7
 AutoNav: Enabled
 EnvelopeID Stamping: Disabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:
 Karly Watson
 PO Box 12548
 Austin, TX 78711-2548
 Karly.Watson@oag.texas.gov
 IP Address: 204.64.56.14

Record Tracking

Status: Original
 8/14/2021 3:21:54 PM
 Holder: Karly Watson
 Karly.Watson@oag.texas.gov

Location: DocuSign

Signer Events	Signature	Timestamp
Jeff Branick fjackson@co.jefferson.tx.us Security Level: Email, Account Authentication (None)	 <small>DocuSigned by: Jeff Branick 2B2C43CDC17E436...</small>	Sent: 8/14/2021 3:21:56 PM Viewed: 8/18/2021 10:33:46 AM Signed: 8/18/2021 10:35:22 AM

Signature Adoption: Pre-selected Style
 Using IP Address: 67.204.4.26

Electronic Record and Signature Disclosure:

Accepted: 8/18/2021 10:33:46 AM
 ID: a7f341b7-e570-44e1-8e92-7b9d20e05a4f

Melissa Foley melissa.foley@oag.texas.gov Grants Administration Division Chief The Office of the Attorney General of Texas Signing Group: Grants Administration Division Chief Security Level: Email, Account Authentication (None)	Completed	Sent: 8/18/2021 10:35:26 AM Viewed: 8/18/2021 11:24:14 AM Signed: 8/18/2021 11:24:24 AM
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Electronic Record and Signature Disclosure:

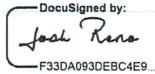
Not Offered via DocuSign

Gene McCleskey Gene.McCleskey@oag.texas.gov Director - Crime Victim Services Office of the Attorney General of Texas Signing Group: Crime Victim Services - Director Security Level: Email, Account Authentication (None)	Completed	Sent: 8/18/2021 11:24:27 AM Viewed: 8/18/2021 12:22:23 PM Signed: 8/18/2021 12:22:27 PM
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Electronic Record and Signature Disclosure:

Accepted: 1/14/2019 12:34:26 PM
 ID: 6a746d16-8742-4c15-ace2-f36a64c991b6

Christina McArthur Christina.McArthur@oag.texas.gov Office of the Attorney General of Texas Signing Group: General Counsel – Contract Attorneys Security Level: Email, Account Authentication (None)	Completed	Sent: 8/18/2021 12:22:29 PM Viewed: 8/31/2021 11:04:49 AM Signed: 8/31/2021 11:11:19 AM
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Signer Events	Signature	Timestamp
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Austin Kinghorn	Completed	Sent: 8/31/2021 11:11:22 AM
Austin.Kinghorn@oag.texas.gov		Viewed: 8/31/2021 11:18:19 AM
General Counsel		Signed: 8/31/2021 11:18:28 AM
Office of the Attorney General of Texas	Using IP Address: 204.64.56.14	
Signing Group: General Counsel, Contracts		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		
Bruce Williamson	Completed	Sent: 8/31/2021 11:18:33 AM
Bruce.Williamson@oag.texas.gov		Viewed: 9/2/2021 6:56:47 AM
Office of the Attorney General of Texas		Signed: 9/2/2021 6:56:52 AM
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Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		
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Josh.Reno@oag.texas.gov		Viewed: 9/3/2021 4:42:42 PM
Deputy Attorney General for Criminal Justice		Signed: 9/3/2021 4:42:50 PM
Office of the Attorney General of Texas	Signature Adoption: Pre-selected Style	
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Karly Watson	COPIED	Sent: 8/18/2021 10:35:25 AM
karly.watson@oag.texas.gov		
Deputy Chief, Grants Administration		
Office of the Attorney General of Texas		
Security Level: Email, Account Authentication (None)		
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Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
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Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Joshua Alexander Joshua.Alexander@oag.texas.gov Office of the Attorney General of Texas Security Level: Email, Account Authentication (None)	COPIED	Sent: 9/3/2021 4:42:57 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
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Notary Events	Signature	Timestamp
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Signing Complete	Security Checked	9/3/2021 4:42:50 PM
Completed	Security Checked	9/3/2021 4:42:57 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

CONSUMER DISCLOSURE

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

Electronic signature

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

Security standards

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

Sending information to and receiving information from us

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Office of the Attorney General

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

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

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

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

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

To request paper copies from Office of the Attorney General

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

To withdraw your consent with Office of the Attorney General

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

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to servicedesk@oag.texas.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take longer time to process.

Required hardware and software

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

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

Acknowledging your access and consent to receive materials electronically

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

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

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

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

Regular, September 14, 2021

There being no further business to come before the Court at this time, same is now here adjourned on this date, September 14, 2021