



September 25, 2024

MEETING MINUTES

OF CALHOUN COUNTY COMMISSIONERS' COURT

MET IN A REGULAR MEETING AT 10:00 A.M. IN THE COMMISSIONERS' COURTROOM IN THE COUNTY COURTHOUSE AT 211 S. ANN STREET SUITE 104 PORT LAVACA, CALHOUN COUNTY, TEXAS.

THE FOLLOWING MEMBERS WERE PRESENT:

Richard Meyer
David Hall
Vern Lyssy
Joel Behrens
Gary Reese
Anna Goodman
By: Kaddie Smith

County Judge
Commissioner Pct 1
Commissioner Pct 2
Commissioner Pct 3
Commissioner Pct 4
County Clerk
Deputy Clerk

The subject matter of such meeting is as follows:

1. Call meeting to order.

Meeting was called to order at 10am by Judge Richard Meyer

2. Invocation.

Commissioner David Hall

3. Pledges of Allegiance.

US Flag: Commissioner Gary Reese
Texas Flag: Commissioner Vern Lyssy

4. General Discussion of Public Matters and Public Participation.

n/a

5. Approve August 11, 2024 Commissioners' Meeting. (RHM)

August 11, 2024 be changed to September 11, 2024

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Vern Lyssy, Commissioner Pct 2
SECONDER: Gary Reese, Commissioner Pct 4
AYES: Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

6. Consider and take necessary action on declaring the month of October, 2024 "Domestic Violence Awareness Month". (RHM)

Jennifer Hahn and Maria Walton gave statistics and read the resolution.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Hall, Commissioner Pct 1
SECONDER: Joel Behrens, Commissioner Pct 3
AYES: Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

7. Review and Adopt the Calhoun County Investment Policy for the annual renewal and authorize County Treasurer to sign. (RHM)

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Joel Behrens, Commissioner Pct 3
SECONDER: Gary Reese, Commissioner Pct 4
AYES: Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

8. Consider and take necessary actions to allow funds from the sale of K9 Lima \$5,000.00 to be placed back into the account 760-70750 for the 2024 budget. (RHM)

RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Hall, Commissioner Pct 1
SECONDER: Vern Lyssy, Commissioner Pct 2
AYES: Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

9. Consider and take necessary action to allow 5D Tavern to sell alcohol/mixed beverages October 4 – 6, 2024 at the POC Boat & Fishing Expo at the Port O'Connor Community Center and Pavilion in Port O'Connor, TX and authorize County Judge to sign letter of approval to the TABC. (GDR)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

10. Consider and take necessary action to allow Sharkies to sell beer/wine October 4 – 6, 2024 at the POC Boat & Fishing Expo at the Port O'Connor Community Center and Pavilion in Port O'Connor, TX and authorize County Judge to sign letter of approval to the TABC. (GDR)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

11. To Approve and Accept the 2025 County Choice Silver Plan Renewal and authorize the County Judge to sign. There is no expense to the County for this plan. (RHM)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joel Behrens, Commissioner Pct 3
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

12. Consider and take necessary action to approve the Certificate of Substantial Completion for the Calhoun County Combined Dispatch Facility Project for Calhoun County, Texas and authorize Commissioner Hall to sign. (DEH)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Vern Lyssy, Commissioner Pct 2
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

13. Consider and take necessary action to request reimbursement for Hurricane Beryl, DR-4798 and enter into a Subrecipient Agreement for TDEM-Administered Grant Awards and allow the County Judge to sign all documents. (RHM)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

14. Consider and take necessary action to authorize Kathy Smartt with Smartt Grants to prepare a Matagorda Bay Mitigation Trust application and two CEPRA applications to the GLO for the infrastructure improvements at Port Alto and Olivia Haterius Parks at a cost of \$500 per application for total of \$1,500.00, to be paid out of GOMESA funds. (JMB)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

15. Consider and take necessary action to approve the Infrastructure Development Plat (IDP) of Untamed Outdoors and if approved, authorize the County Judge and Commissioner Reese to sign the IDP. (GDR)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

16. Consider and take necessary action on CMP Cycle 29, GLO Contract 25-003-009-E702 - New Amenities at Bill Sanders County Park and authorize Judge Meyer to sign all documentation. (GDR)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joel Behrens, Commissioner Pct 3
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

17. Consider and take necessary action to approve the Final Plat of RK Development Group Subdivision. (GDR)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

18. Consider and take necessary action to approve the Specifications and the Invitation to Bid Packet for the Annual Supply Contract for Asphalts, Oils and Emulsions, Bid Number 2025.03 for the period January 1, 2025 through December 31, 2025 and authorize the County Auditor to advertise for the bids. Bids will be due before 2:00:00 PM, Wednesday, October 30, 2024. (RHM)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

19. Consider and take necessary action to approve the Specifications and the Invitation to Bid Packet for the Annual Supply Contract for Road Materials, Bid Number 2025.02 for the period January 1, 2025 through December 31, 2025 and authorize the County Auditor to advertise for the bids. Bids will be due before 2:00:00 PM, Wednesday, October 30, 2024. (RHM)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

20. Consider and take necessary action to approve the Specifications and the Invitation to Bid Packet for the Annual Supply Contract for Insecticides for Mosquito Control, Bid Number 2025.01 for the period January 1, 2025 through December 31, 2025 and authorize the County Auditor to advertise for the bids. Bids will be due before 2:00:00 PM, Wednesday, October 30, 2024. (RHM)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Vern Lyssy, Commissioner Pct 2
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

21. Public Hearing concerning Petition to Vacate a 7.41 acre portion of Farm Tract 19, 28 Units of Tenant Purchase Subdivision as recorded in Volume Z, Page 78 of the Plat Records of Calhoun County, Texas. (GDR)

Regular Session closed at 10:32
Terry Ruddick explained the Petition to Vacate.
Regular Session opened at 10:35

22. Consider and take necessary action to Vacate a 7.41-acre portion of Farm Tract 19, 28 Units of Tenant Purchase Subdivision as recorded in Volume Z, Page 78 of the Plat Records of Calhoun County, Texas. (GDR)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

23. Consider and take necessary action on declaring the following Items Salvage/Waste and removing them for the County Judge's Inventory: (RHM)

- a) Binding Machine – Inventory No: 401-0047
- b) Computer – Inventory No: 402-0042
- c) Computer – Inventory No: 401-0064
- d) iPhone XSM 25 – Inventory No: 401-0065
- e) Typewriter – Inventory No: 403-0076

RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Vern Lyssy, Commissioner Pct 2
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

24. Consider and take necessary action on transferring the following items from the Commissioners Court Inventory and transfer to the following:

To the County Judge's Inventory:

- a) Chairs (2) – Inventory No: 402-0020 to the County Judge's
- b) File Cabinets (5) – Inventory No: 402-0006 Serial No: 16, 17, 18, 26, 278

To Justice of the Peace Pct.5

- c) Computer – Inventory No: 401-0066

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Vern Lyssy, Commissioner Pct 2
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

25. Consider and take necessary action to accept Maintenance Agreement with Victoria Air Conditioning, Ltd for (2) Mini Splits Heat Pump and (1) DX Split System Electric Heat at an annual cost of \$1,816.00 to be billed quarterly at \$454.00 and authorize Commissioner Gary Reese to sign agreement. (GDR)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joel Behrens, Commissioner Pct 3
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

26. Consider and take necessary action to renew the Motorola Solutions Service Agreement Contract Number USC000247810 for Maintenance and Support for a two-year term in the amount of \$191,909.85 and authorize the County Judge to sign. (RHM)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

27. Consider and take necessary action on to accept G&W's recommendations for the first payment of \$257,375.61 to Con-Metal Contractors, Inc. for the Recycle Waste Transfer Station Project. (VLL)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Vern Lyssy, Commissioner Pct 2
SECONDER:	David Hall, Commissioner Pct 1
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

28. Accept Monthly Reports from the following County Offices:

- i. Justice of the Peace, Pct 3 – August 2024
- ii. Texas Agrilife Extension Service – August 2024
 - a. 4-H and Youth Development
 - b. Agriculture and Nature Resources
 - c. Family and Community Health
 - d. Coastal and Marine

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Vern Lyssy, Commissioner Pct 2
SECONDER:	David Hall, Commissioner Pct 1
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

29. Consider and take necessary action on any necessary budget adjustments. (RHM)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

30. Approval of bills and payroll. (RHM)

MMC

RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Vern Lyssy, Commissioner Pct 2
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

County Bills

RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Vern Lyssy, Commissioner Pct 2
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

Adjourned 10:44am



CALHOUN COUNTY COMMISSIONERS' COURT PACKET COMPLETION SHEET

✓

All Agenda Items Properly Numbered

✓

Contracts Completed and Signed

✓

**All 1295's Flagged for Acceptance
(number of 1295's 1)**

✓

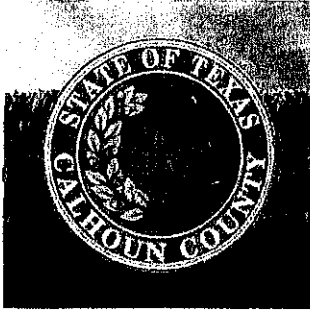
**All Documents for Clerk Signature Flagged
(All documents needing to be attested to need to be
signed day of Commissioner's Court.)**

On this 25th day of September 2024, the packet

for the 25th day of September 2024 Commissioners'
Court Regular Session was submitted from the Calhoun County Judge's office
to the Calhoun County Clerk's Office.

Debbie Vickery
Calhoun County Judge/Assistant

AGENDA



Richard H. Meyer
County Judge

David Hall, Commissioner, Precinct 1
Vern Lyssy, Commissioner, Precinct 2
Joel Behrens, Commissioner, Precinct 3
Gary Reese, Commissioner, Precinct 4

NOTICE OF MEETING

The Commissioners' Court of Calhoun County, Texas will meet on Wednesday, September 25, 2024 at 10:00 a.m. in the Commissioners' Courtroom in the County Courthouse at 211 S. Ann Street, Suite 104, Port Lavaca, Calhoun County, Texas.

AGENDA

The subject matter of such meeting is as follows:

AT 10:10 FILED 10:10 O'CLOCK a M

1. Call meeting to order.
2. Invocation.
3. Pledges of Allegiance.
4. General Discussion of Public Matters and Public Participation.
5. Approve ^{September 25} ~~August 11~~, 2024 Commissioners' Meeting. (RHM)
6. Consider and take necessary action on declaring the month of October, 2024 "Domestic Violence Awareness Month". (RHM)
7. Review and Adopt the Calhoun County Investment Policy for the annual renewal and authorize County Treasurer to sign. (RHM)
8. Consider and take necessary actions to allow funds from the sale of K9 Lima \$5,000.00 to be placed back into the account 760-70750 for the 2024 budget. (RHM)
9. Consider and take necessary action to allow 5D Tavern to sell alcohol/mixed beverages October 4 – 6, 2024 at the POC Boat & Fishing Expo at the Port O'Connor Community Center and Pavilion in Port O'Connor, TX and authorize County Judge to sign letter of approval to the TABC. (GDR)

SEP 20 2024

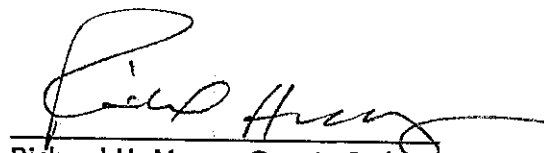
ANNA GOODMAN
COUNTY CLERK, CALHOUN COUNTY, TEXAS

DEPUTY: Kaddie Smith

10. Consider and take necessary action to allow Sharkies to sell beer/wine October 4 – 6, 2024 at the POC Boat & Fishing Expo at the Port O'Connor Community Center and Pavilion in Port O'Connor, TX and authorize County Judge to sign letter of approval to the TABC. (GDR)
11. To Approve and Accept the 2025 County Choice Silver Plan Renewal and authorize the County Judge to sign. There is no expense to the County for this plan. (RHM)
12. Consider and take necessary action to approve the Certificate of Substantial Completion for the Calhoun County Combined Dispatch Facility Project for Calhoun County, Texas and authorize Commissioner Hall to sign. (DEH)
13. Consider and take necessary action to request reimbursement for Hurricane Beryl, DR-4798 and enter into a Subrecipient Agreement for TDEM-Administered Grant Awards and allow the County Judge to sign all documents. (RHM)
14. Consider and take necessary action to authorize Kathy Smartt with Smartt Grants to prepare a Matagorda Bay Mitigation Trust application and two CEPRA applications to the GLO for the infrastructure improvements at Port Alto and Olivia Haterius Parks at a cost of \$500 per application for total of \$1,500.00, to be paid out of GOMESA funds. (JMB)
15. Consider and take necessary action to approve the Infrastructure Development Plat (IDP) of Untamed Outdoors and if approved, authorize the County Judge and Commissioner Reese to sign the IDP. (GDR)
16. Consider and take necessary action on CMP Cycle 29, GLO Contract 25-003-009-E702 - New Amenities at Bill Sanders County Park and authorize Judge Meyer to sign all documentation. (GDR)
17. Consider and take necessary action to approve the Final Plat of RK Development Group Subdivision. (GDR)
18. Consider and take necessary action to approve the Specifications and the Invitation to Bid Packet for the Annual Supply Contract for Asphalts, Oils and Emulsions, Bid Number 2025.03 for the period January 1, 2025 through December 31, 2025 and authorize the County Auditor to advertise for the bids. Bids will be due before 2:00:00 PM, Wednesday, October 30, 2024. (RHM)
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23. Consider and take necessary action on declaring the following Items Salvage/Waste and removing them for the County Judge's Inventory: (RHM)
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 - d) iPhone XSM 25 – Inventory No: 401-0065
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24. Consider and take necessary action on transferring the following items from the Commissioners Court Inventory and transfer to the following:
To the County Judge's Inventory:
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25. Consider and take necessary action to accept Maintenance Agreement with Victoria Air Conditioning, Ltd for (2) Mini Splits Heat Pump and (1) DX Split System Electric Heat at an annual cost of \$1,816.00 to be billed quarterly at \$454.00 and authorize Commissioner Gary Reese to sign agreement. (GDR)
26. Consider and take necessary action to renew the Motorola Solutions Service Agreement Contract Number USC000247810 for Maintenance and Support for a two-year term in the amount of \$191,909.85 and authorize the County Judge to sign. (RHM)
27. Consider and take necessary action on to accept G&W's recommendations for the first payment of \$257,375.61 to Con-Metal Contractors, Inc. for the Recycle Waste Transfer Station Project. (VLL)
28. Accept Monthly Reports from the following County Offices:
 - i. Justice of the Peace, Pct 3 – August 2024
 - ii. Texas Agrilife Extension Service – August 2024
 - a. 4-H and Youth Development
 - b. Agriculture and Nature Resources
 - c. Family and Community Health
 - d. Coastal and Marine
29. Consider and take necessary action on any necessary budget adjustments. (RHM)

30. Approval of bills and payroll. (RHM)



Richard H. Meyer, County Judge
Calhoun County, Texas

A copy of this Notice has been placed on the inside bulletin board of the Calhoun County Courthouse, 211 South Ann Street, Port Lavaca, Texas, which is readily accessible to the general public during regular business hours. This Notice shall remain posted continuously for at least 72 hours preceding the scheduled meeting time. For your convenience, you may visit the county's website at www.calhouncotx.org under "Commissioners' Court Agenda" for any official court postings.

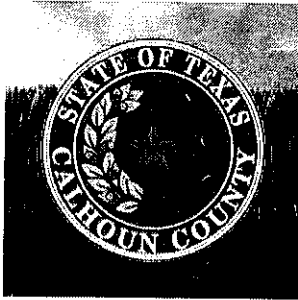
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5. Approve August 11, 2024 Commissioners' Meeting. (RHM)

August 11, 2024 be changed to September 11, 2024

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Vern Lyssy, Commissioner Pct 2
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

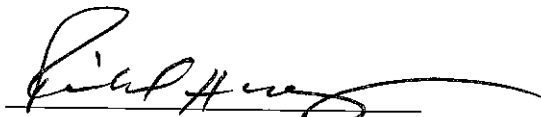


Richard H. Meyer
County Judge

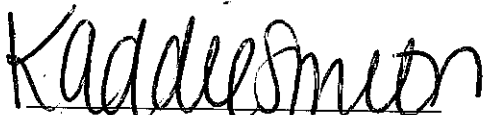
David Hall, Commissioner, Precinct 1
Vern Lyssy, Commissioner, Precinct 2
Clyde Syma, Commissioner, Precinct 3
Gary Reese, Commissioner, Precinct 4

The Commissioners' Court of Calhoun County, Texas met on Wednesday, September 11, 2024, at 10:00 a.m. in the Commissioners' Courtroom in the County Courthouse at 211 S. Ann Street, Suite 104, Port Lavaca, Calhoun County, Texas.

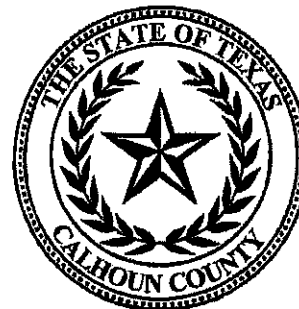
Attached are the true and correct minutes of the above referenced meeting.


Richard Meyer, County Judge
Calhoun County, Texas

Anna Goodman, County Clerk


Deputy Clerk





September 11, 2024

MEETING MINUTES

OF CALHOUN COUNTY COMMISSIONERS' COURT

MET IN A REGULAR MEETING AT 10:00 A.M. IN THE COMMISSIONERS' COURTROOM IN THE COUNTY COURTHOUSE AT 211 S. ANN STREET SUITE 104 PORT LAVACA, CALHOUN COUNTY, TEXAS.

THE FOLLOWING MEMBERS WERE PRESENT:

Richard Meyer
David Hall
Vern Lyssy
Joel Behrens
Gary Reese
(ABSENT) Anna Goodman
By: Kaddie Smith

County Judge
Commissioner Pct 1
Commissioner Pct 2
Commissioner Pct 3
Commissioner Pct 4
County Clerk
Deputy Clerk

The subject matter of such meeting is as follows:

1. Call meeting to order.

Meeting was called to order at 10am by Judge Richard Meyer

2. Invocation.

Commissioner David Hall

3. Pledges of Allegiance.

US Flag: Commissioner Gary Reese
Texas Flag: Commissioner Vern Lyssy

4. General Discussion of Public Matters and Public Participation.

Cindy Krause asked the public to remember 9/11.

5. Approve September 4, 2024 Commissioners' Court Regular Meeting Minutes. (RHM)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Vern Lyssy, Commissioner Pct 2
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

6. Consider and take necessary action to approve the Final Plat of The Docks at P.O.C.. (GDR)

Terry Ruddick and Matt Glaze explained the final plat. Court approved the final plat pending County Attorney review.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

7. Consider and take necessary action for the Director of Emergency Services to complete, submit and sign the Credit Application & Agreement for Coastal Nail and Tool, LLC. (RHM)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Vern Lyssy, Commissioner Pct 2
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

8. Consider and take necessary action for the Director of the Emergency Communications Division to complete and submit the Law Enforcement Telecommunication Number Application and authorize the issuance of a check in the amount of \$1000.00 to the Texas Commission on Law Enforcement and have Judge Meyer authorize all appropriate signatures. (RHM)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

9. Consider and take necessary action to use Secure Tech Systems Inc. bid proposal for replacement of the Calhoun County Panic Button System and allow County Judge Richard Meyer to sign all pertinent documentation. Secure Tech is on the Buy Board. (RHM)

table

10. Consider and take necessary action to approve the Flex Financial, a division of Stryker Sales, LLC, Sales Agreement No. 2210222199, with 6-month deferment and approve the Director of Emergency Services to sign. (RHM)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joel Behrens, Commissioner Pct 3
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

11. Consider and take necessary action to allow the POC Oasis to sell Beer and Mixed Beverages September 28, 2024 at the Give Domestic Violence the Boot Fundraiser at the King Fisher Beach Park Pavilion in Port O'Connor, TX and authorize County Judge to sign letter of approval to the TABC. (GDR)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

12. Consider and take necessary action on the 2025 Sheriff's and Constables' Fees. (RHM)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	David Hall, Commissioner Pct 1
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

13. Consider and take necessary action to acknowledge and enter into Official Minutes Salaries of Official Court Reporters of the 135th, 24th and 267th Judicial Districts and Alternate Court Reporter of the 24th, 135th, 267th and 377th Judicial Districts for Calendar Year 2025. (RHM)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Vern Lyssy, Commissioner Pct 2
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

14. Consider and take necessary action on the Order from the District Judge setting the Salaries of County Auditor and Assistant Auditors of Calhoun County for Calendar Year 2025 and approving the number of Assistants for the Auditor's Office for 2025. (RHM)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

15. Consider and take necessary action for an emergency purchase of a 2022 Ford F150 Police Responder Super Crew \$36,495.00 & and 2019 Ram 1500 SSV Crew Cab \$25,295, from Chicago Motors. Total purchase is \$61,790. This purchase is necessary due to a shortage of patrol vehicles. (RHM)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

16. Consider and take necessary action to approve Interlocal Agreement between the Calhoun County ISD and Calhoun County for Dispatch Services and authorize all appropriate signatures. (DEH)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

17. Consider and take necessary action to approve Interlocal Agreement between the City of Point Comfort and Calhoun County for Dispatch Services and authorize all appropriate signatures. (DEH)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

18. Consider and take necessary action to approve Interlocal Agreement between the City of Seadrift and Calhoun County for Dispatch Services and authorize all appropriate signatures. (DEH)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

19. Consider and take necessary action to approve Interlocal Agreement between the City of Port Lavaca and Calhoun County for Dispatch Services and authorize all appropriate signatures. (DEH)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

20. Consider and take necessary action on a Resolution reaffirming the creation of the Emergency Communications Division and Combined Dispatch. (DEH)

Commissioner Hall read the resolution.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Vern Lyssy, Commissioner Pct 2
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

21. Accept Monthly Reports from the following County Offices:

- i. Justice of the Peace, Pct 1 – August 2024
- ii. Justice of the Peace, Pct 2 – August 2024
- iii. Justice of the Peace, Pct 5 - August 2024
- iv. Floodplain Administration – August 2024
- v. County Clerk – August 2024
- vi. Texas Agrilife Extension Service – July 2024
 - a. 4-H and Youth Development
 - b. Agriculture and Nature Resources
 - c. Family and Community Health
 - d. Coastal and Marine

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Vern Lyssy, Commissioner Pct 2
SECONDER:	David Hall, Commissioner Pct 1
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

22. Consider and take necessary action on any necessary budget adjustments. (RHM)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	Vern Lyssy, Commissioner Pct 2
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

23. Approval of bills and payroll. (RHM)

MMC Bills:

RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Vern Lyssy, Commissioner Pct 2
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

County Bills:

RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Vern Lyssy, Commissioner Pct 2
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

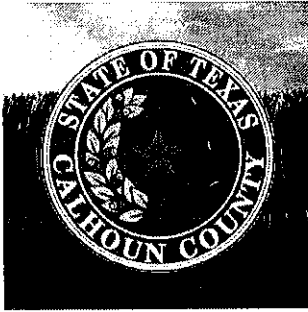
Adjourned 10:39

06

6. Consider and take necessary action on declaring the month of October, 2024 "Domestic Violence Awareness Month". (RHM)

Jennifer Hahn and Maria Walton gave statistics and read the resolution.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese



Richard H. Meyer
County Judge

David Hall, Commissioner, Precinct 1
Vern Lyssy, Commissioner, Precinct 2
Joel Behrens, Commissioner, Precinct 3
Gary Reese, Commissioner, Precinct 4

RESOLUTION COMMISSIONERS' COURT CALHOUN COUNTY, TEXAS

DOMESTIC VIOLENCE AWARENESS MONTH

WHEREAS, home should be a place of warmth, unconditional love, tranquility, and security, and most of us, home and family can indeed be counted among our greatest blessings. Tragically, for many Americans, these are blessings that are tarnished by violence and fear; and

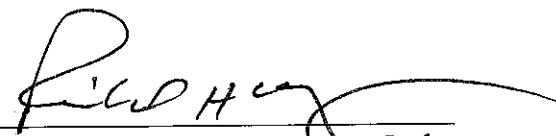
WHEREAS, in the United States, in 2022, nearly one woman was murdered per day by an intimate partner; and there were 216 Texas women killed by their intimate partner in 2022.

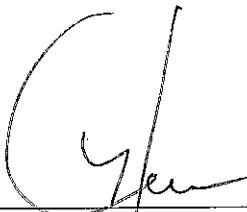
WHEREAS, women are not the only targets; young children and elderly also are counted among the victims, and sadly, emotional scars are often permanent; and

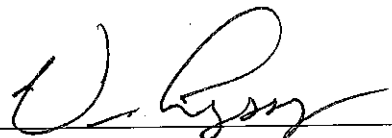
WHEREAS, a coalition of organizations has emerged in Calhoun County to directly confront this crisis. Law enforcement officials, those involved with shelters and hotline services, health care providers, the clergy and other concerned citizens are helping in the effort to end domestic violence. We must recognize the compassion and dedication of these volunteers and professionals, applaud their efforts and increase public understanding of this important problem.

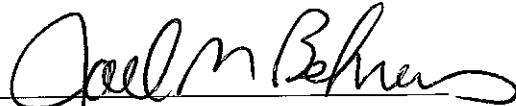
NOW THEREFORE, let it be resolved that the month of October 2024 is hereby declared Domestic Violence Awareness Month in Calhoun County and all citizens are urged to observe this month by becoming aware of the tragedy of domestic violence, supporting those who are working toward its end, and participating in community efforts.

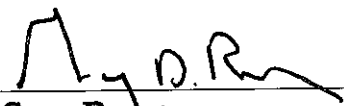
SIGNED AND SEALED THIS THE 25th day of SEPTEMBER, 2024


Richard H. Meyer, County Judge


David Hall
Commissioner, Precinct 1


Vern Lyssy
Commissioner, Precinct 2


Joel Behrens
Commissioner, Precinct 3


Gary Reese
Commissioner, Precinct 4

Attest: Anna Goodman, County Clerk


By: Deputy Clerk



07

Debbie Vickery

From: rhonda.kokena@calhouncotx.org (rhonda kokena) <rhonda.kokena@calhouncotx.org>
Sent: Thursday, September 19, 2024 12:08 PM
To: Debbie.Vickery@calhouncotx.org
Subject: AGENDA ITEM / SEPT. 25
Attachments: INVESTMENT POLICY RESOLUTION.pdf, COUNTY INVESTMENT POLICY.pdf

Importance: High

Good Morning –

Please add to the next agenda on the 25th.

TO REVIEW & ADOPT the Calhoun County Investment Policy for the annual renewal and authorize County Treasurer to sign.

Thank you,

Rhonda S. Kokena
Calhoun Co Treasurer
202 S. Ann Street, Suite A
Port Lavaca, Texas 77979
361-553-4619

Calhoun County Texas



APPLICATION FOR PARTICIPATION IN TexSTAR

The undersigned local government (Applicant) applies and agrees to become a Participant in the Texas Short Term Asset Reserve Program (TexSTAR).

1. **Authorization.** The governing body of Applicant has duly authorized this application by adopting the following resolution at a meeting of such governing body duly called, noticed, and held in accordance with the Texas Open Meeting Law, chapter 551, Texas Government Code, on Sept. 25, 2024

WHEREAS, it is in the best interests of this governmental unit ("Applicant") to invest its funds jointly with other Texas local governments in the Texas Short Term Asset Reserve Program (TexSTAR) in order better to preserve and safeguard the principal and liquidity of such funds and to earn an acceptable yield; and

WHEREAS, Applicant is authorized to invest its public funds and funds under its control in TexSTAR and to enter into the participation agreement authorized herein;

NOW, THEREFORE, BE IT RESOLVED THAT:

SECTION 1. The form of application for participation in TexSTAR attached to this resolution is approved. The officers of Applicant specified in the application are authorized to execute and submit the application, to open accounts, to deposit and withdraw funds, to agree to the terms for use of the website for online transactions, to designate other authorized representatives, and to take all other action required or permitted by Applicant under the Agreement created by the application, all in the name and on behalf of Applicant.

SECTION 2. This resolution will continue in full force and effect until amended or revoked by Applicant and written notice of the amendment or revocation is delivered to the TexSTAR Board.

SECTION 3. Terms used in this resolution have the meanings given to them by the application."

2. **Agreement.** Applicant agrees with other TexSTAR Participants and the TexSTAR Board to the Terms and Conditions of Participation in TexSTAR, effective on this date, which are incorporated herein by reference. Applicant makes the representations, designations, delegations, and representations described in the Terms and Conditions of Participation.
3. **Taxpayer Identification Number.** Applicant's taxpayer identification number is 74-6001923
4. **Contact Information.**
Applicant primary mailing address: 202 S. Ann St., Ste A, Port Lavaca, TX 77979
Applicant physical address (if different): (same)
Applicant main phone number: 361-553-4619
Applicants main fax number: 361-553-4614
5. **Authorized Representatives.** Each of the following Participant officials is designated as Participant's Authorized Representative authorized to give notices and instructions to the Board in accordance with the Agreement, the Bylaws, the Investment Policy, and the Operating Procedures:

1. Name: Rhonda S. Kokena Title: County Treasurer
 Signature: Rhonda S. Kokena Phone: 361-553-4619
 Email: rhonda.kokena@calhouncotx.org

2. Name: Melissa McKissack Title: Chief Deputy Treasurer
 Signature: Melissa McKissack Phone: 361-553-4618
 Email: melissa.mckissack@calhouncotx.org

3. Name: _____ Title: _____
 Signature: _____ Phone: _____
 Email: _____

4. Name: _____ Title: _____
 Signature: _____ Phone: _____
 Email: _____

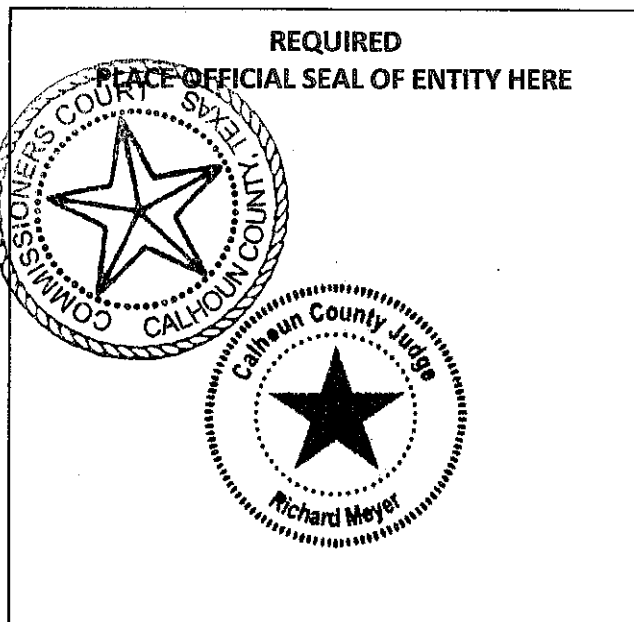
{REQUIRED} PRIMARY CONTACT: List the name of the Authorized Representative listed above that will be designated as the Primary Contact and will receive all TexSTAR correspondence including transaction confirmations and monthly statements.

Name: RHONDA S. KOKENA

{OPTIONAL} INQUIRY ONLY CONTACT: In addition, the following additional Participant representative (not listed above) is designated as an *Inquiry Only* Representative authorized to obtain account information:

Name: Candice Villarreal Title: County Auditor
 Signature: Candice Villarreal Phone: 361-553-4611
 Email: candice.villarreal@calhouncotx.org

Applicant may designate other authorized representatives by written instrument signed by an existing Applicant Authorized Representative or Applicant's chief executive officer.



DATED 09-25-2024

CALHOUN COUNTY
 (NAME OF ENTITY/APPLICANT)

SIGNED BY: [Signature]
 (Signature of official)

RICHARD H. MEYER, COUNTY JUDGE
 (Printed name and title)

ATTESTED BY: Kaddie Smith
 (Signature of official)

Deputy County Clerk
 (Printed name and title)

FOR INTERNAL USE ONLY HTSTSIP092620241247 CALHOUN COUNTY
 APPROVED AND ACCEPTED: TEXAS SHORT TERM ASSET RESERVE FUND (TexSTAR)

AUTHORIZED SIGNER

DATE

V082023

RESOLUTION

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended (the "Act"), permits any "local government" to contract with one or more other "local governments" and with agencies of the state to perform "governmental functions and services," including investment of public funds through "public funds investment pools" (as such phrases are defined in the Act);

WHEREAS, the Public Funds Investment Act, Texas Government Code Chapter 2256 (the "Investment Act"), also authorizes local governments, state agencies and nonprofit corporations acting on behalf of such entities to invest public funds through investment pools;

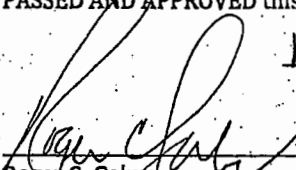
WHEREAS, the Act also permits the contracting parties to any agreement to create an administrative agency to supervise the performance of such agreement and to employ personnel and engage in other administrative activities and provide other administrative services necessary to execute the terms of such agreement;

WHEREAS, the County authorizes, RHONDA S. KOKENA, County Treasurer and Certified Investment Officer, within the meaning of this Resolution, with full power and authority to execute an agreement with an investment pool as in accordance with the Public Funds Investment Act.

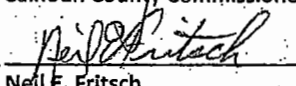
NOW, THEREFORE, BE IT RESOLVED:

The Calhoun County Commissioner's Court hereby authorizes RHONDA S. KOKENA, County Treasurer and Certified Investment Officer to govern the funds of the County and said funds will be invested in accordance with federal and state laws and the County Investment Policy.

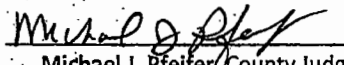
PASSED AND APPROVED this 27th day of June, 2013.



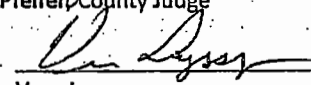
Roger C. Galvan
Calhoun County Commissioner, Pct. 1



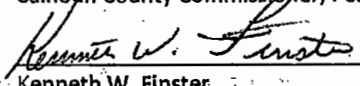
Neil E. Fritsch
Calhoun County Commissioner, Pct. 3



Michael J. Pfeifer, County Judge

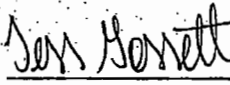


Vern Lyssy
Calhoun County Commissioner, Pct. 2



Kenneth W. Finster
Calhoun County Commissioner, Pct. 4

Attest: Anita Fricke, County Clerk



By: Deputy Clerk



CALHOUN COUNTY

INVESTMENT POLICY

Reviewed & Adopted Commissioner's Court

January 13, 2005
May 11, 2006
March 22, 2007
February 28, 2008
April 9, 2009
January 28, 2010
February 24, 2011
April 12, 2012
March 14, 2013
March 27, 2014
March 26, 2015
June 9, 2016
June 8, 2017
March 28, 2018
April 10, 2019
July 24, 2019 (revised)
October 5, 2020
2021
April 13, 2022 (revised)
June 21, 2023
September 25, 2024

APPROVED

SEP 25 2024

CALHOUN COUNTY
COMMISSIONERS COURT

INVESTMENT POLICY

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V. INVESTMENT PROTECTION & RESPONSIBILITY.....	6
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Collateralization	
Qualifications to Engage in Investments	
Delivery vs. Payment	
Audit Control	
Standard of Care	
Quarterly Reporting	
Investment Strategy – Pooled Funds	

RESOLUTION dated 06-27-2013

CALHOUN COUNTY INVESTMENT POLICY

I. PURPOSE

FORMAL ADOPTION: This Investment Policy is authorized by the Calhoun County Commissioners' Court in accordance with Chapter 2256, Texas Government Code, the Public Funds Investment Act, and Section 116.112, Local Government Code. A copy of the Public Funds Investment Act is attached hereto and incorporated by reference.

SCOPE: This Investment Policy applies to all the investment activities of the County. This Policy establishes guidelines for: 1) who can invest County funds; 2) how County funds will be invested; and 3) when and how a periodic review of investments will be made.

FUNDS: This Investment Policy applies to all financial assets of all funds of the County of Calhoun, Texas at the present time and any funds to be created in the future and any other funds held in custody by the County Treasurer, unless expressly prohibited by law or unless it is in contravention of any depository contract between Calhoun County and any depository bank.

COUNTY'S INVESTMENT OFFICER: In accordance with Section 116.112(a), Local Government Code and/or Chapter 2256, Sec. 2256.005(f) and (g), the Calhoun County Commissioner's Court, may invest County funds that are not immediately required to pay obligations of the County. If the Investment Officer has a personal business relationship with an entity, or is related within the second degree by affinity or consanguinity to an individual, seeking to sell an investment to the County, the Investment Officer must file a statement disclosing that personal business interest or relationship with the Texas Ethics Commission and the Calhoun County Commissioner's Court in accordance with Government Code 2256.005(i). In order to allow the maximum flexibility for the investment of Calhoun County funds, the Calhoun County Commissioner's Court designates the County Treasurer to serve as the Investment Officer with full authority for the

investment of Calhoun County funds between meetings of the Commissioner's Court, official approval of which shall be made by said Court at the next official meeting of the Commissioner's Court. On June 27, 2013 the Calhoun County Commissioner's Court passed a Resolution authorizing the County Investment Officer, within the meaning of the Resolution, with full power and authority to execute an agreement with an investment pool as in accordance with the Public Funds Investment Act. Said Resolution is attached hereto.

II. INVESTMENT STRATEGY

In accordance with the Public Funds Investment Act, Section 2256.005(d), a separate written investment strategy will be developed and attached hereto for each of the funds under Calhoun County's control. Each investment strategy must describe the investment objectives for the particular fund using the objectives for the particular fund by following the priorities of importance as listed hereto:

- Understanding of the suitability of the investment to the financial requirements of the entity;
- Preservation and safety of the principal;
- Liquidity;
- Marketability of the investment if the need arises to liquidate the investment before maturity;
- Diversification of the investment portfolio; and
- Yield.

In accordance with the Public Funds Investment Act, Section 2256.005(e), investment strategies will be reviewed and adopted by resolution not less than annually. (SEE ATTACHED)

III. INVESTMENT OBJECTIVES

Funds of the County will be invested in accordance with federal and state laws and this Investment Policy. Calhoun County will invest

according to investment strategies for each fund as adopted by Commissioner's Court resolution in accordance with Section 2256.005(d).

SAFETY & LIQUIDITY: Safety of principal is a primary objective in any investment transaction of Calhoun County. All investments must be done in a prudent manner providing liquidity necessary to meet the County's cash needs.

DIVERSIFICATION: It will be the policy of Calhoun County to diversify its portfolio to eliminate the risk of loss resulting from over concentration of assets in a specific maturity, a specific issuer or a specific class of investments. Investments selected by the County shall always provide for stability of income and reasonable liquidity.

YIELD: The objective of the County will be to earn the optimum rate of return within current market conditions in accordance with the policies imposed by its safety and liquidity objectives, investment strategies for each fund, and state and federal law governing investment of public funds. To determine portfolio performance, this Policy establishes the "weighted average yield to maturity" as the standard performance measurement.

MATURITY: Portfolio maturities will be structured to meet the obligations of the County first and then to achieve a competitive return on investment. When the County has funds that will not be needed to meet current-year obligations, maturity restraints will be imposed based upon the investment strategy for each fund. The **maximum** allowable stated maturity of any individual investment owned by the County is **two (2)** years.

INVESTMENT TRAINING: Calhoun County shall provide training as required by the Public Funds Investment Act, Section 2256.008 and periodic training in investments for the County Investment Officer through courses and seminars offered by professional organizations and associations in order to ensure the quality and capability of the investment officer.

Approved training sources include: County Treasurers' Association of Texas, Texas Association of Counties and the associated County Investment Academy, National Association of County Collectors, Treasurers & Finance Officers, Government Finance Officers Association of Texas, and Government Treasurers' Organization of Texas.

IV. INVESTMENT TYPES

Investments described below are authorized by the Public Funds Investment Act as eligible securities for the County. County funds governed by this Policy may be invested in:

- 1) Obligations of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks. Section 2256.009(a)(1), Gov. Code.
- 2) Direct obligations of the State of Texas, or its agencies and instrumentalities. Section 2256.009 (a)(2), Gov. Code.
- 3) Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities. Section 2256.009(a)(4), Gov. Code.
- 4) Obligations of states, agencies, counties, cities, and other political subdivisions of any state having been rated as to investment quality by a nationally recognized investment rating firm and having received a rating of not less than "A" or its equivalent. Section 2256.009 (a)(5), Gov. Code.
- 5) Certificates of Deposit, and other evidences of deposit, issued by a depository institution that has its main office or a branch office in Texas that are: Section 2256.010 (1-3), Gov. Code.
 - guaranteed or insured by the Federal Deposit Insurance Corporation or its successor; or
 - secured in any other manner and amount provided by law for deposits of the County; and
 - Governed by a Depository Agreement.

6) A fully collateralized repurchase agreement, as defined in the Public Funds Investment Act, if it:

- a) has a defined termination date;
- b) is secured by cash or obligations described by Section 2256.009 (a)(1) of the Public Funds Investment Act; and
- c) requires the securities being purchased by the County to be pledged to the County, held in the County's name, and deposited at the time the investment is made with the County or with a third party selected and approved by the County; and
- d) is placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in this state.

7) Eligible local government investment pools (as discussed in the Public Funds Investment Act, Section 2256.016-2256.019). An investment pool shall invest the funds it receives from entities in authorized investments permitted by the Public Funds Investment Act. A county by contract may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with its local funds.

8) SEC registered, no load money market mutual funds that comply with the requirements of the Public Funds Investment Act and seek to maintain a stable net asset value of \$1.0000.

The County expressly prohibits any direct investment in asset or mortgage backed securities. The County expressly prohibits: interest-only and principal only mortgage backed securities and collateralized mortgage obligations with stated final maturities in excess of ten years or with coupon rates that float inversely to market index movements.

The County expressly allows money market mutual funds to invest to the full extent permissible within the Public Funds Investment Act.

The County will not be required to liquidate an investment that becomes unauthorized subsequent to its purchase.

V. INVESTMENT PROTECTION AND RESPONSIBILITY

The County shall seek to control the risk of loss due to the failure of an issuer or grantor. Such risk shall be controlled by investing only in the safest types of investments as defined in the Policy; by collateralization as required by law; and through portfolio diversification by maturity and type.

Diversification by investment type shall be maintained by ensuring an active and efficient secondary market in applicable portfolio investments, and by controlling the market and opportunity risks associated with specific investment types. It is the County's policy to diversify its portfolio to eliminate the risk of loss resulting from the concentration of assets in a specific maturity (except zero duration funds), a specific issuer, or a specific class of investments. County investments shall always be selected to provide stability of income and reasonable liquidity.

Diversification by investment maturity shall not exceed the anticipated cash flow requirements of the funds, and maintaining a maximum dollar weighted maturity of less than one year will help minimize risk of loss due to interest rate fluctuations.

Liquidity shall be achieved by anticipating cash flow requirements of the County consistent with the objectives of this Policy, and maintaining a scheduled maturity of investments. An investment may be liquidated or redeemed to meet unanticipated cash requirements, to re-deploy cash into other investments expected to outperform current holdings, or otherwise to adjust the portfolio.

All prudent measures will be taken to liquidate an investment that is downgraded to less than the required minimum rating.

INVESTMENT INSTITUTIONS DEFINED:

The Calhoun County Investment Officer shall invest County funds with any and all of the following institutions or groups consistent with federal and state law and the current Depository Bank contract:

- Depository bank – PROSPERITY BANK;
- Other state or national banks with a main or branch office in Texas that are insured by FDIC;
- Public funds investment pools approved by the Commissioner's Court which are rated no lower than AAA or AAA-m or an equivalent rating by at least one nationally recognized rating service and located in the State of Texas.
- Government securities broker/dealers approved by the Commissioner's Court.

SAFEKEEPING AND CUSTODY:

The County shall retain clearly marked safekeeping receipts providing proof of the County's ownership. The County may delegate, however, to an investment pool the authority to hold legal title as custodian of investments purchased with County funds by the investment pool.

The County shall contract with a third-party financial institution for the safekeeping of securities owned by the County as a part of its investment portfolio.

COLLATERALIZATION:

Consistent with the requirements of state law, the County requires all financial institution deposits to be federally insured or collateralized with eligible obligations. Financial institutions serving as County depositories will be required to sign an agreement with the County in compliance with federal regulations. The agreement shall require compliance with Government Code 2256 and this Investment Policy, establish an independent custodian for all pledged collateral, define the eligible collateral and the County's rights to the collateral in case of default, bankruptcy, or closing, and establish a perfected security

interest in compliance with federal and state regulations, and specifically:

- the agreement must be in writing;
- the agreement must be executed by the depository and the County contemporaneously with the acquisition of the asset;
- the agreement must be approved by resolution of the Board of Directors or the designated committee of the depository, and a copy of the meeting minutes or resolution reference must be delivered to the County; and
- the agreement must be part of the depository's official record continuously since its execution.

For financial institution deposits, eligible collateral is defined by the Government Code 2257. The eligibility of specific issues as collateral may at times be restricted or prohibited, at the sole discretion of the County.

For financial institution deposits, the market value of securities pledged as collateral for deposits must at all times be equal to or greater than 102% of the par value of the deposit plus accrued interest, less the amount insured by the FDIC or its successor. The depository shall be liable for monitoring and maintaining the collateral and collateral margins at all times. Letters of credit pledged as collateral shall at all times be equal to the total value of the deposits plus anticipated interest less the applicable level of FDIC insurance.

For financial institution deposits, the County requires monthly reports with market values of pledged securities from all the custodians of financial institutions (or other independent valuation sources) with which the County has collateralized deposits. The County will regularly monitor the adequacy of collateral.

Should the collateral's market value exceed the required amount, any broker/dealer or financial institution may request approval from the Investment Officer in writing to reduce collateral. Collateral

reductions may be permitted only if the County's records indicate that the collateral's market value exceeds the required amount.

All collateral securing financial institution deposits must be held by an independent, third-party financial institution approved by the County, a Federal Home Loan Bank, or the Federal Reserve Bank.

QUALIFICATIONS TO ENGAGE IN INVESTMENT TRANSACTIONS:

In accordance with 2256.005(k), a written copy of this investment policy shall be presented to any local government investment pool or discretionary investment management firm seeking to sell to the County an authorized investment. The qualified representative of the business organization seeking to sell an authorized investment shall execute a written instrument substantially to the effect that the business organization has:

- a) Received and reviewed the Investment Policy of the County; and
- b) Acknowledged that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities arising out of investment transactions conducted between the County and the organization, except to the extent that this authorization:
 - 1) is dependent on an analysis of the makeup of the County's entire portfolio;
 - 2) requires an interpretation of subjective investment standards; or
 - 3) relates to investment transactions of the County that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority.

The investment officer may not buy any authorized investments from a local government investment pool or discretionary investment management firm who has not delivered to the County an instrument

in substantially the form provided above according to Section 2256.005(1).

The County will provide all investment providers with updates to the Investment Policy and will require acknowledgement of receipt of the Policy from the investment providers.

Securities shall only be purchased from broker/dealers approved by the Commissioner's Court. This list of approved broker/dealers must be reviewed at least annually by the Court.

DELIVERY VS. PAYMENT:

It will be the policy of the County that all Treasury Bills, Notes and Bonds and Government Agencies' securities shall be purchased using the "Delivery versus Payment" (DVP) method through the Federal Reserve System, or other independent settlement system. By so doing, County funds are not released until the County has received the securities purchased. Section 2256.005(b)(4)(E), Gov. Code.

AUDIT CONTROL:

The Investment Officer is subject to audit by the Calhoun County Auditor. In addition, the Calhoun County Commissioner's Court, at a minimum, will have an annual financial audit of all County funds by an independent auditing firm, as well as an annual compliance audit of the management controls on investments and adherence to the entity's established investment policies in accordance with Government Code 2256.005(m).

STANDARD OF CARE:

In accordance with Government Code 2256.006, investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and

probable income to be derived. Investment of funds shall be governed by the following investment objectives, in order of priority:

- Preservation and safety of principal;
- Liquidity; and
- Yield.

In determining whether an investment officer has exercised prudence with respect to any investment decision, the determination shall be made taking into consideration:

- 1) Investment of all funds, or funds under the County's control, over which the officer had responsibility rather than a consideration as to the prudence of a single investment; and
- 2) Whether the investment decision was consistent with the written Investment Policy of the County.

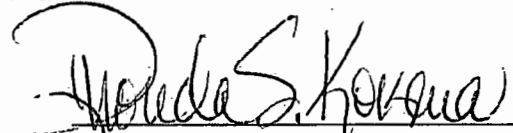
QUARTERLY REPORTING:

In accordance with Government Code 2256.023, not less than quarterly, the Investment Officer shall prepare and submit to the Commissioner's Court a written report of investment transactions for all funds for the preceding reporting period.

It shall be the duty of the County Investment Officer to notify the Commissioners Court of any significant changes in current investment methods and procedures prior to their implementation, regardless of whether they are authorized by this policy or not.

In conjunction with the quarterly investment report, the Investment Officer will verify from reliable sources market value of all securities and the current credit rating for each held investment that has a PFIA-required minimum rating.

SIGNED THIS THE 25th day of September, 2024.

A handwritten signature in black ink, appearing to read "Rhonda S. Kokena", written over a horizontal line.

RHONDA S. KOKENA
COUNTY TREASURER, CERTIFIED
INVESTMENT OFFICER

LIST OF AUTHORIZED BROKER/DEALERS

FHN Financial
Frost Bank
Hilltop Securities Co.
Multi-Bank Securities, Inc.
Rice Financial
Wells Fargo Securities

LIST OF AUTHORIZED LOCAL GOVERNMENT INVESTMENT POOLS

Texas CLASS Government
TexStar

INVESTMENT STRATEGY

Pooled Funds

Investment Objective:

To purchase investments that will preserve the safety of capital, maintain adequate liquidity, and optimize yield (in that order of priority), taking into account the County's monthly operating expenses, the timing of such expenses, and the maintenance of any reserve that may be designated by the Commissioners' Court.

Investment Strategy:

To invest in any of the authorized investments listed in the County's Investment Policy with the following objectives:

1. Suitability – Any investment eligible in the Investment Policy is suitable for Pooled Funds of the County.
2. Safety of Principal – All investments shall be of high quality with no perceived default risk. Market price fluctuations will occur. However, managing the weighted average days to maturity of the County's portfolio to less than 270 days and restricting the maximum allowable maturity to two years will minimize the price volatility of the portfolio.
3. Liquidity – Demand deposit accounts, money market accounts, short-term Investment Pools, and money market mutual funds will provide daily liquidity and may be utilized as a competitive yield alternative to fixed maturity investments.
4. Marketability – Securities with active and efficient secondary markets improve liquidity in the event of an unanticipated cash flow requirement. The historical market "spreads" between the bid and offer prices of a particular security-type of less than ten basis points will define an efficient secondary market.
5. Diversification – Investment maturities should be staggered throughout the budget cycle to provide cash flow based on the anticipated operating needs of the County. Diversifying the appropriate maturity structure up to the two-year maximum will reduce interest rate risk.
6. Yield - Attaining a competitive market yield for a portfolio with comparable security-types and restrictions is the desired objective. The yield of an equally weighted, rolling three-month Treasury-Bill portfolio will be the minimum yield objective.

Sec. 2256.005. INVESTMENT POLICIES; INVESTMENT STRATEGIES; INVESTMENT OFFICER. (a) The governing body of an investing entity shall adopt by rule, order, ordinance, or resolution, as appropriate, a written investment policy regarding the investment of its funds and funds under its control.

(b) The investment policies must:

- (1) be written;
- (2) primarily emphasize safety of principal and liquidity;
- (3) address investment diversification, yield, and maturity and the quality and capability of investment management; and

(4) include:

(A) a list of the types of authorized investments in which the investing entity's funds may be invested;

(B) the maximum allowable stated maturity of any individual investment owned by the entity;

(C) for pooled fund groups, the maximum dollar-weighted average maturity allowed based on the stated maturity date for the portfolio;

(D) methods to monitor the market price of investments acquired with public funds;

(E) a requirement for settlement of all transactions, except investment pool funds and mutual funds, on a delivery versus payment basis; and

(F) procedures to monitor rating changes in investments acquired with public funds and the liquidation of such investments consistent with the provisions of Section 2256.021.

(c) The investment policies may provide that bids for certificates of deposit be solicited:

- (1) orally;
- (2) in writing;
- (3) electronically; or
- (4) in any combination of those methods.

(d) As an integral part of an investment policy, the governing body shall adopt a separate written investment strategy for each of the funds or group of funds under its control. Each investment strategy must describe the investment objectives for the particular fund using the following priorities in order of importance:

(1) understanding of the suitability of the investment to the financial requirements of the entity;

(2) preservation and safety of principal;

- (3) liquidity;
- (4) marketability of the investment if the need arises to liquidate the investment before maturity;
- (5) diversification of the investment portfolio; and
- (6) yield.

(e) The governing body of an investing entity shall review its investment policy and investment strategies not less than annually. The governing body shall adopt a written instrument by rule, order, ordinance, or resolution stating that it has reviewed the investment policy and investment strategies and that the written instrument so adopted shall record any changes made to either the investment policy or investment strategies.

(f) Each investing entity shall designate, by rule, order, ordinance, or resolution, as appropriate, one or more officers or employees of the state agency, local government, or investment pool as investment officer to be responsible for the investment of its funds consistent with the investment policy adopted by the entity. If the governing body of an investing entity has contracted with another investing entity to invest its funds, the investment officer of the other investing entity is considered to be the investment officer of the first investing entity for purposes of this chapter. Authority granted to a person to invest an entity's funds is effective until rescinded by the investing entity, until the expiration of the officer's term or the termination of the person's employment by the investing entity, or if an investment management firm, until the expiration of the contract with the investing entity. In the administration of the duties of an investment officer, the person designated as investment officer shall exercise the judgment and care, under prevailing circumstances, that a prudent person would exercise in the management of the person's own affairs, but the governing body of the investing entity retains ultimate responsibility as fiduciaries of the assets of the entity. Unless authorized by law, a person may not deposit, withdraw, transfer, or manage in any other manner the funds of the investing entity.

(g) Subsection (f) does not apply to a state agency, local government, or investment pool for which an officer of the entity is assigned by law the function of investing its funds.

Text of subsec. (h) as amended by Acts 1997, 75th Leg., ch. 685, Sec. 1

(h) An officer or employee of a commission created under Chapter 391, Local Government Code, is ineligible to be an investment officer for the

commission under Subsection (f) if the officer or employee is an investment officer designated under Subsection (f) for another local government.

Text of subsec. (h) as amended by Acts 1997, 75th Leg., ch. 1421, Sec. 3

(h) An officer or employee of a commission created under Chapter 391, Local Government Code, is ineligible to be designated as an investment officer under Subsection (f) for any investing entity other than for that commission.

(i) An investment officer of an entity who has a personal business relationship with a business organization offering to engage in an investment transaction with the entity shall file a statement disclosing that personal business interest. An investment officer who is related within the second degree by affinity or consanguinity, as determined under Chapter 573, to an individual seeking to sell an investment to the investment officer's entity shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the governing body of the entity. For purposes of this subsection, an investment officer has a personal business relationship with a business organization if:

(1) the investment officer owns 10 percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization;

(2) funds received by the investment officer from the business organization exceed 10 percent of the investment officer's gross income for the previous year; or

(3) the investment officer has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for the personal account of the investment officer.

(j) The governing body of an investing entity may specify in its investment policy that any investment authorized by this chapter is not suitable.

(k) A written copy of the investment policy shall be presented to any business organization offering to engage in an investment transaction with an investing entity. For purposes of this subsection and Subsection (1), "business organization" means an investment pool or investment management firm under contract with an investing entity to invest or manage the entity's investment portfolio that has accepted authority granted by the entity under the contract to exercise investment discretion in regard to the investing entity's funds. Nothing in this subsection relieves the

investing entity of the responsibility for monitoring the investments made by the investing entity to determine that they are in compliance with the investment policy. The qualified representative of the business organization offering to engage in an investment transaction with an investing entity shall execute a written instrument in a form acceptable to the investing entity and the business organization substantially to the effect that the business organization has:

(1) received and reviewed the investment policy of the entity;
and

(2) acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the entity and the organization that are not authorized by the entity's investment policy, except to the extent that this authorization:

(A) is dependent on an analysis of the makeup of the entity's entire portfolio;

(B) requires an interpretation of subjective investment standards; or

(C) relates to investment transactions of the entity that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority.

(l) The investment officer of an entity may not acquire or otherwise obtain any authorized investment described in the investment policy of the investing entity from a business organization that has not delivered to the entity the instrument required by Subsection (k).

(m) An investing entity other than a state agency, in conjunction with its annual financial audit, shall perform a compliance audit of management controls on investments and adherence to the entity's established investment policies.

(n) Except as provided by Subsection (o), at least once every two years a state agency shall arrange for a compliance audit of management controls on investments and adherence to the agency's established investment policies. The compliance audit shall be performed by the agency's internal auditor or by a private auditor employed in the manner provided by Section 321.020. Not later than January 1 of each even-numbered year a state agency shall report the results of the most recent audit performed under this subsection to the state auditor. Subject to a risk assessment and to the legislative audit committee's approval of including a review by the state auditor in the audit plan under Section 321.013, the state auditor may review information provided under this

section. If review by the state auditor is approved by the legislative audit committee, the state auditor may, based on its review, require a state agency to also report to the state auditor other information the state auditor determines necessary to assess compliance with laws and policies applicable to state agency investments. A report under this subsection shall be prepared in a manner the state auditor prescribes.

(o) The audit requirements of Subsection (n) do not apply to assets of a state agency that are invested by the comptroller under Section 404.024.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 685, Sec. 1, eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 1421, Sec. 3, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 1454, Sec. 4, eff. Sept. 1, 1999; Acts 2003, 78th Leg., ch. 785, Sec. 41, eff. Sept. 1, 2003.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1004 (H.B. 2226), Sec. 1, eff. June 17, 2011.

Acts 2017, 85th Leg., R.S., Ch. 149 (H.B. 1701), Sec. 1, eff. September 1, 2017.

08

8. Consider and take necessary actions to allow funds from the sale of K9 Lima \$5,000.00 to be placed back into the account 760-70750 for the 2024 budget. (RHM)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Vern Lyssy, Commissioner Pct 2
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

**CALHOUN COUNTY, TEXAS
COUNTY SHERIFF'S OFFICE
211 SOUTH ANN STREET
PORT LAVACA, TEXAS 77979**

**PHONE NUMBER (361) 553-4646
FAX NUMBER (361) 553-4668**

MEMO TO: RICHARD MEYER, COUNTY JUDGE
SUBJECT: K9 LIMA SALE PROCEEDS
DATE: SEPTEMBER 10, 2024

Please place the following item(s) on the Commissioner's Court agenda for the date(s) indicated:

AGENDA FOR SEPTEMBER 25, 2024

* Consider and take necessary actions to allow funds from the sale of K9 Lima \$5,000.00 to be placed back into the account 760-70750 for the 2024 budget. *

Sincerely,

Bobbie Vickery
Calhoun County Sheriff

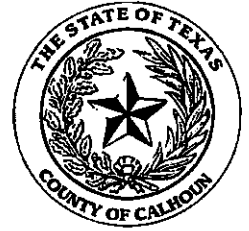
09

9. Consider and take necessary action to allow 5D Tavern to sell alcohol/mixed beverages October 4 – 6, 2024 at the POC Boat & Fishing Expo at the Port O'Connor Community Center and Pavilion in Port O'Connor, TX and authorize County Judge to sign letter of approval to the TABC. (GDR)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese



Gary D. Reese
County Commissioner
County of Calhoun
Precinct 4



September 16, 2024

Honorable Richard Meyer
Calhoun County Judge
211 S. Ann
Port Lavaca, TX 77979

RE: AGENDA ITEM

Dear Judge Meyer:

Please place the following item on the Commissioners' Court Agenda for September 25, 2024.

- Consider and take necessary action to allow the 5D Tavern to sell alcohol/mixed beverages October 4 – 6, 2024 at the POC Boat & Fishing Expo at the Port O'Connor Community Center and Pavilion in Port O'Connor, TX and authorize County Judge to sign letter of approval to the TABC.

Sincerely,

A handwritten signature in black ink, appearing to read "Gary D. Reese".

Gary D. Reese

GDR/at

Owner of Property Authorization Letter

Date: September 25, 2024

Texas Alcoholic Beverage Commission
2820 S. Padre Island Dr., Suite #120
Corpus Christi, TX 78415
(361) 851-2531

Organization Name: Port O'Connor Chamber of Commerce

I hereby authorize **5D Tavern** to sell alcohol/mixed beverages at the following:

Event Description: POC Boat & Fishing Expo

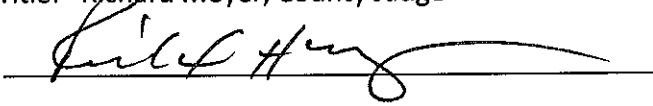
Date(s) of Function: October 3 – 6, 2024

Time(s) of Function: 7 am – 10 pm

Location Address: 3674 W. Adams Ave, Port O'Connor, T X 77982

Print Name of Property Owner: Calhoun County

Name and Title: Richard Meyer, County Judge

Signature: 

Phone Number: (361) 553-4600

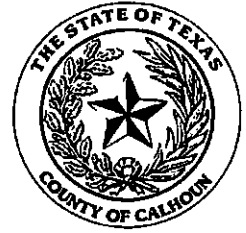
10

10. Consider and take necessary action to allow Sharkies to sell beer/wine October 4 – 6, 2024 at the POC Boat & Fishing Expo at the Port O'Connor Community Center and Pavilion in Port O'Connor, TX and authorize County Judge to sign letter of approval to the TABC. (GDR)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese



Gary D. Reese
County Commissioner
County of Calhoun
Precinct 4



September 16, 2024

Honorable Richard Meyer
Calhoun County Judge
211 S. Ann
Port Lavaca, TX 77979

RE: AGENDA ITEM

Dear Judge Meyer:

Please place the following item on the Commissioners' Court Agenda for September 25, 2024.

- Consider and take necessary action to allow the Sharkies to sell beer/wine October 4 – 6, 2024 at the POC Boat & Fishing Expo at the Port O'Connor Community Center and Pavilion in Port O'Connor, TX and authorize County Judge to sign letter of approval to the TABC.

Sincerely,

A handwritten signature in black ink, appearing to read "Gary D. Reese".

Gary D. Reese

GDR/at

Owner of Property Authorization Letter

Date: September 25, 2024

Texas Alcoholic Beverage Commission
2820 S. Padre Island Dr., Suite #120
Corpus Christi, TX 78415
(361) 851-2531

Organization Name: Port O'Connor Chamber of Commerce

I hereby authorize **Sharkies** to beer/wine at the following:

Event Description: POC Boat & Fishing Expo

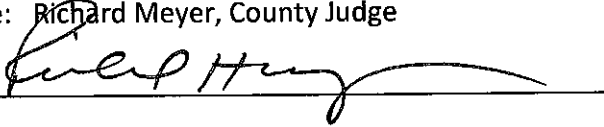
Date(s) of Function: October 3 – 6, 2024

Time(s) of Function: 7 am – 10 pm

Location Address: 3674 W. Adams Ave, Port O'Connor, T X 77982

Print Name of Property Owner: Calhoun County

Name and Title: Richard Meyer, County Judge

Signature: 

Phone Number: (361) 553-4600

11

11. To Approve and Accept the 2025 County Choice Silver Plan Renewal and authorize the County Judge to sign. There is no expense to the County for this plan. (RHM)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joel Behrens, Commissioner Pct 3
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

Debbie Vickery

From: rhonda.kokena@calhouncotx.org (rhonda kokena) <rhonda.kokena@calhouncotx.org>
Sent: Monday, September 16, 2024 2:42 PM
To: Debbie.Vickery@calhouncotx.org
Cc: clarri.atkinson@calhouncotx.org
Subject: AGENDA ITEM
Attachments: 2025 CountyChoice Silver RNBC - Calhoun County.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Good Afternoon –

Would you be so kind as to add the attached to next week's agenda?

To Approve and Accept the 2025 County Choice Silver Plan Renewal and authorize the County Judge to sign. There is no expense to the County for this plan.

Thank you,

Rhonda S. Kokena
Calhoun Co Treasurer
202 S. Ann Street, Suite A
Port Lavaca, Texas 77979
361-553-4619

Calhoun County Texas



Transamerica Life Insurance Company & Retiree Rx Care 2025 Renewal Notice and Benefit Confirmation

Group: Calhoun County
Return to TAC by: September 30, 2025

Below are the new renewal rates for TPLIC medical and Retiree RxCare prescription drug coverages. Please initial and complete each section below. An authorized signature on last page is required to confirm and accept your group's renewal. Email renewals to CCS@county.org.

PACKAGE PLANS

Current Plan: Package 1

	Medical Only	Med + Rx	Medicare Advantage
Current Rates:	\$279.08	\$553.15	\$374.85
New Rates: (eff 1/1/2025)	\$279.08	\$559.39	\$392.96

- ☒ Renew and keep current plan. OR
- ☐ Change Package option (select only one from the list below)

PACKAGE OPTIONS (Rates eff. 1/1/25)

☐ Package 2

- Medical Only: \$155.45
- Med+Rx: \$242.33
- MedAdvantage: \$305.52

☐ Package 3

- Medical Only: \$255.43
- Med+Rx: \$515.82
- MedAdvantage: \$305.52

_____ Initial to accept 2025 retiree package options rates.

MANAGE MY HEALTH (OPTIONAL)

- ☐ Add Manage My Health for an additional \$10 per retiree per month.

_____ Initial to accept Manage My Health.



**Transamerica Life Insurance Company & Retiree Rx Care
2025 Renewal Notice and Benefit Confirmation**

Group: Calhoun County
Return to TAC by: September 30, 2025

BILLING AND CONTRIBUTION SCHEDULE

Please select your preferred billing option (Current billing option is Direct):

- ☒ **Direct Bill:** Invoice for 100% of the cost to each retiree.
- ☐ **List Bill:** Invoice sent to the employer for 100% of the cost for each retiree. Employer will be responsible for collecting any premium due from retirees/spouses.
- ☐ **Split Bill:** Invoice will be sent to the group for employer subsidy and Amwins will send invoice to retiree for their remaining portion.
- **List/Split Billing:** Please indicate monthly contributions levels for Employer and Retirees:

	Medical Premium	Med + Rx Premium	MedAdvantage (if applicable)
Paid by Employer	\$ 0.00	\$ 0.00	\$ 0.00
Paid by Retiree	\$ 279.08	\$ 559.39	\$ 392.96

 PS Initial to accept Billing Method.

CountyChoice Silver
Member Contact Designations
Calhoun County

Contracting Authority: As specified in the Interlocal Participation Agreement, each Member hereby designates and appoints a Contracting Authority of department head rank or above and agrees that TAC HEBP shall not be required to contact or provide notices to any other person. Further, any notice to, or agreement by, a Member's Contracting Authority, with respect to service or claims hereunder, shall be binding on the Member. Each Member reserves the right to change its Contracting Authority from time to time by giving written notice to TAC HEBP. Please complete each category below:

Please list changes and/or corrections below

Name/Title: Clarri Atkinson/HR Director
Address: 131 N. Virginia, Ste. F
Port Lavaca, TX 77979
Phone: (361) 553-4450
Fax: (361) 551-2181
Email: clarri.atkinson@calhouncotx.org

Primary Contact: Main contact for daily matters pertaining to retiree benefits.

Please list changes and/or corrections below

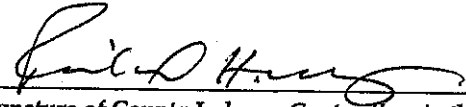
Name/Title: Rhonda S Kokena/County Treasurer
Address: 2025 S. Ann Ste A
Port Lavaca, TX 77979
Phone: (361) 553-4619
Fax: (361) 553-4614
Email: rhonda.kokena@calhouncotx.org

Billing Contact: Responsible for receiving all invoices relating to retiree benefits. (Not applicable if Direct Bill).

Please list changes and/or corrections below

Name/Title:
Address:

Phone:
Fax:
Email:


Signature of County Judge or Contracting Authority

09-25-2024
Date

RICHARD MEYER, COUNTY JUDGE
Please PRINT Name and Title

12

12. Consider and take necessary action to approve the Certificate of Substantial Completion for the Calhoun County Combined Dispatch Facility Project for Calhoun County, Texas and authorize Commissioner Hall to sign. (DEH)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Vern Lyssy, Commissioner Pct 2
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

AIA® Document G704® – 2017

Certificate of Substantial Completion

PROJECT: *(name and address)*
Calhoun County Combined Dispatch
Facility
312 W Live Oak St
Port Lavaca, TX. 77979

CONTRACT INFORMATION:
Contract For: General Construction

Date: June 07, 2023

CERTIFICATE INFORMATION:
Certificate Number:

Date: 7/15/2024

OWNER: *(name and address)*
Calhoun County
211 South Ann Street, 3rd Floor,
Suite 301
Port Lavaca, TX, 77979

ARCHITECT: *(name and address)*
G&W Engineers, Inc.
205 West Live Oak
Port Lavaca, TX, 77979

CONTRACTOR: *(name and address)*
BLS Construction, Inc.
207 Fahrenthold Street
El Campo, TX, 77437

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.
(Identify the Work, or portion thereof, that is substantially complete.)

G&W Engineers, Inc.
ARCHITECT *(Firm Name)*


SIGNATURE

Scott Mason- P.E.
PRINTED NAME AND TITLE

July 2, 2024
DATE OF SUBSTANTIAL COMPLETION

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:
(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:
(Identify the list of Work to be completed or corrected.)
See attached Final Punch List dated 7.2.2024

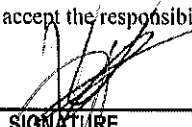
The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within thirty (30) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:
(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

BLS Construction, Inc.
CONTRACTOR *(Firm Name)*


SIGNATURE

William Key-
President
PRINTED NAME AND TITLE

7-15-2024
DATE

Calhoun County
OWNER *(Firm Name)*


SIGNATURE

David Hall
PRINTED NAME AND TITLE

9-25-2024
DATE



207 Fahrenthold Street
 El Campo, Texas 77437
 Phone 979.543.2696
 Fax 979.543.5006

FINAL PUNCH LIST

Project: Calhoun County Combined Dispatch Facility

Address: 312 W Live Oak, Port Lavaca, TX, 77979

Date of Walk through: 7/2/2024

Personnel that attended Walk through: William Key, Lorenzo Tenorio, Scott Mason, Anthony Gohlke, David Hall, Multiple Calhoun Co Workers

Item #	Location	Description	Subcontractor
1	Sidewalk	Backfill by entrance sidewalk	BLS
2		Clean up corner by sidewalk	BLS
3	Exterior	Rub concrete curb by last parking space	BLS
4	Exterior	Get steel plate for back sidewalk	BLS
5	Exterior	Add another coat of paint to galvanized steel lentils	K&P
6	Exterior	"Cut in" caulk joints with paint	K&P
7	Exterior	Back door and side door-fix stucco and re-paint, caulk jamb joint to stucco screed	Cryer/ K&P
8	Exterior	Lower plumbing cleanout on east side	Kotlar
9	Roof	Clean roof (1) last time - Paperwork for roof warranty In Close-Out Book - Caulk (1) leg at ladder attachment	Target
10	Exterior	Paint jambs at OH doors	K&P
11	Exterior	Add sealant to (2) jambs at OH doors where blocking is	K&P
12	Exterior	Pick up screws/nails by portacan	BLS
13	Exterior	Put caps on (2) conduits by electrical service	Hobo
14	Exterior	Remove old AEP pole	AEP
15	Exterior	Exterior doors need another coat of paint and need adjustment	K&P/BLS
16	Exterior	Remove shims and caulk front door	Mitchell Glass
17	Exterior	Remove pencil markings on front door	Mitchell Glass
18	Exterior	Fill and seal where water line enters building and insulate it	Kotlar
19	Exterior	Clean out Knox box and David to give us a list for names and numbers	BLS
20	Lobby	Remove pencil marks and marks from inside of storefront	Mitchell Glass
21	Lobby	Door from lobby to computer staying-needs strike adjustment and install door lite kit	BLS
22	Electrical Room	Install door lever	BLS
23	Electrical Room	Panel schedule	BLS
24	Electrical Room	Paint above door	BLS
25	Electrical Room	Fix ceiling tile	BLS
26	Electrical Room	Remove glue from panels	BLS
27	Electrical Room	Install transition strip b/w VCT and concrete (match color)	Carpet One
28	Lobby	Remove pink glue from floor and ceiling tile	BLS
29	Lobby	Install door stop from lobby to 104, install door lite kit and hardware	BLS
30	Lobby	Install door stop in room closet 102	BLS
31	Lobby	Install blinds in training room	Carpet One
32	Lobby	Re-install rubber cove base by exterior door	Carpet One
33	Training room	See about hot water and faucet	Kotlar
34	Women Restroom	Install access panel	BLS
35	Women Restroom	Trim on faucet, install slanted millwork	Kotlar
36	Women Restroom	Clean overspray on faucet, change (1) ceiling tile	BLS
37	Women Restroom	Install signage	BLS
38	Women Restroom	Wrap plumbing pipe	Kotlar
39	Women Restroom	Tighten grab bar	BLS
40	Women Restroom	Clean up side of cabinet	BLS
41	Mens RR	Install access panel, change out waste receptacle	BLS
42	Mens RR	Trim on faucet, install slanted millwork	Kotlar
43	Mens RR	Clean overspray on faucet, change (1) ceiling tile	BLS
44	Mens RR	Install signage	BLS
45	Mens RR	Clean up white mark on kick panel	BLS
46	Mens RR	Remove blue tape	BLS
47	Mens RR	Pencil marks on tile	BLS
48	Room 122	Add door stop and adjust ceiling tile	BLS
49	Room 124	Remove pink, fix ceiling tile, install blinds, install door strike, install glass	BLS

Item #	Location	Description	Subcontractor
50	Room 120	Remove pencil marks on door fram, install blinds, install door step	BLS
51	Server	Change ceiling tiles, install door stop	BLS
52	Room 119	Remove pencil marks on frame, door stop, install blinds, install glass	BLS
53	Room 118	Needs closer, clean beam, install transfer strip b/w concrete and VCT, and/or safety latch to wall	Carpet One/BLS
54	Room 116	Fix grid and door stop	BLS
55	Corridor 121	Door stop, door sweeps to add, fix ceiling tiles	BLS
56	Rest 108	Install deadbolt	BLS
57	Rest 107	Install deadbolt	BLS
58	Mens 106	Install deadbolt, install tile behind slanted ledge, remove pencil marks from outlet	BLS
59	Mens 106	Install light in shower	Hobo
60	Mens 106	Redo mens in use, clean up tile marks and trim faucet	BLS
61	Mens 106	Low flow on faucet	Kotlar
62	Mens 106	Install shower curtain rod, hooks, robe/towel hook	BLS
63	Womens 105	Install shower curtain rod, hooks, robe/towel hook	BLS
64	Womens 105	Install dead bolt, cut door down, shower curtain	BLS
65	Womens 105	Install light in shower	Hobo
66	Dispatch	Install glass in windows, door lite kits, inactive door hardware to install, label damper switch for HVAC, fix ceiling tiles, install closers to inside	BLS-V Cannell
67		Install blinds, door stop, fix grid	Carpet One
68	111 Office	Remove blue off frame, install door stop	BLS
69	Storage Utility 115	Install transition strip	Carpet One
70	Storage Utility 115	Remove sticker from floor drain	Kotlar
71	Storage Utility 115	Install door stop, replace hot water heater, and clean off door frame	Replacement HWH ordered BLS
72	Breakroom	Glass in window, missing screw in (1) white plate cover, clean inside of cabinets, (1) ceiling tile, remove black mark on front of cabinet	BLS
73	Exterior	Install access control on exterior door	Ron
74	Exterior	Remove shim on exterior door	BLS
75	Exterior	Possibly caulk top of window	Mitchell
76	Exterior	Front entry-blow off, remove glue/grout	BLS
77	Exterior	Check to make sure there is/isn't a ram guard/weatherstrip on front door	BLS
78	Exterior	Add mortar to center window on front	BLS
79	Exterior	Clean up stucco on front	Cryer
80	Exterior	Insulate water line on front entrance	Kotlar
81	Exterior	Arc fault current on MDP	Hobo
82	Exterior	Clean up behind conduit	BLS
83	Exterior	Storefront guy-you can feel cold air on exterior	Mitchell
84	Exterior	Check on air filters type	Cannell
85	Exterior	Install walk pad on parapet cap	Target
86	Training room	Ceiling above millwork-caulk on inside, clean up frames better, install fire extinguishers	BLS
87	Computer Room	Fix (1) door frame in computer frame	BLS
88	Exterior doors	Continue weatherstrip all the way at exterior doors at closer	BLS
89	Room 123	Floor stop, paint wall plug	BLS
90	Hallway	Fix bezel on light	Hobo
91	Exterior	Install ATS System	Hobo
92	Computer Room	Install door closers	BLS
93	Entry Storefront	Put "NPG 97V" vinyl sweep at bottom on outside	BLS

13

13. Consider and take necessary action to request reimbursement for Hurricane Beryl, DR-4798 and enter into a Subrecipient Agreement for TDEM-Administered Grant Awards and allow the County Judge to sign all documents. (RHM)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

Calhoun County Emergency Management

211 South Ann Street, Suite 301
Port Lavaca, TX 77979-4249
Phone: 361-553-4400/Fax: 361-553-4444
e-mail: ladonna.thigpen@calhouncotx.org

September 17, 2024

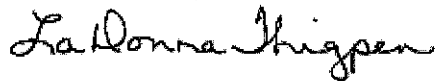
Commissioner's Court

RE: Agenda Item

Please place the following request on the Commissioners' Court agenda for September 25, 2024.

"Consider and take necessary action to request reimbursement for Hurricane Beryl, DR-4798 and enter into an Subrecipient Agreement for TDEM-Administered Grant Awards and allow the County Judge to sign all documents."

Thank you,

A handwritten signature in cursive script that reads "LaDonna Thigpen".

LaDonna Thigpen



Texas Division of Emergency Management

Subrecipient Agreement for TDEM-Administered Grant Awards

Date Revised: February 22, 2024

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Letter to Subrecipient

Dear Subrecipient:

Congratulations on your new award!

The following document, in conjunction with the applicable State Administrative Plan (SAP) or Disaster State Administrative Plan (DSAP), lays out applicable laws, rules, and regulations set forth by local, State, and Federal authority that you, Subrecipient, agree to upon acknowledgement. Before you may request or receive any funding awarded to you, you must establish acceptance of this award. By accepting this award, you acknowledge that the terms of the following document are conditions of your award.

Please read this agreement in full. Acknowledgement by means of signature at the conclusion of the document, holds Subrecipient to the terms and conditions in the agreement. Failure to sign this agreement infringes on the ability to obtain Federal awards, or state or local grant awards, administered through the Texas Division of Emergency Management.

Subrecipient Information

Entity Information

Entity Name: Calhoun County
EIN/TIN: 74-6001923
UEI: WVJET1NSCLM6 UEI Expiration Date: 08/23/2025
Address Line 1: 211 S. Ann St, Suite 301
Address Line 2: _____
City: Port Lavaca
State: Texas Zip (+4) 77979 - _____

Subrecipient Contacts

Primary Contact

Serves as the primary point of contact for project(s).

Name: LaDonna Thigpen Position/Job Title: EMC
Email: ladonna.thigpen@calhouncotx.org Phone Number: 361-553-4400

Certifying Official

Serves as the official representative of the organization.

Must possess the authority to obligate funds & enter into contracts for the organization.

Name: Richard Meyer Position/Job Title: County Judge
Email: richard.meyer@calhouncotx.org Phone Number: 361-553-4600

Primary Finance Contact

Serves as primary contact for all financial matters.

Name: Candice Villarreal Position/Job Title: Auditor
Email: candice.villarreal@calhouncotx.org Phone Number: 361-553-4610



Texas Division of Emergency Management

**Subrecipient Agreement for
TDEM-Administered Grant
Awards**

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Revisions

Rev. 1. Change from Authorized Agent to Primary Finance Contact information on the Subrecipient Information page.

Rev. 2. Inclusion of language related to subrecipient reimbursement for Recipient management cost.

State of the Agreement

Agreement Authority

This agreement applies to all Department of Homeland Security Federal Emergency Management Agency (DHS/FEMA) awards or other awarding agency financial assistance awards administered by the Texas Division of Emergency Management (TDEM). The federal government, the State of Texas, and TDEM have the right to seek judicial enforcement of these actions.

Subrecipients are required to follow applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002, as well as all other applicable federal, state, and local laws, regulations, policies, procedures, and executive orders.

By accepting this agreement, Subrecipient and its executives, as defined in 2 C.F.R. §170.315, certify that the subrecipient's policies are in accordance with guidance applicable to federal, state and local laws, and relevant executive guidance. This agreement, consisting of these terms and conditions and all exhibits, is between the Texas Division of Emergency Management (TDEM), an agency of the State of Texas, hereinafter referred to as TDEM, and Subrecipient.

TDEM and Subrecipient are collectively hereinafter referred to as the parties. All awards made under this agreement are subject to the same terms and conditions except where additional provisions may be added by TDEM to assure compliance with the aforementioned authority.

Subrecipient may not assign or transfer any interest in this award without prior written consent of TDEM and, if required, DHS/FEMA or other awarding agency.

Agreement

I. General Terms

1. The terms recipient and pass-through entity have the same meaning as grantee, as used in governing statutes, regulations, and DHS/FEMA guidance.
2. Throughout this document the terms grant and award will be used interchangeably.
3. A recipient is a non-Federal entity for administration purposes.
4. A subrecipient is known as a subgrantee as used in governing statutes, regulations, and DHS/FEMA guidance.
5. The grant referred to in this agreement is an award to the subrecipient passed through from TDEM to Subrecipient.
6. The “certifying official” is the mayor, judge, or executive director authorized to execute these terms and conditions, and to submit changes of subrecipient agents. Contracted staff and/or vendors may assist the certifying official in completing related grant tasks but may not act in lieu of the certifying official.
7. Project and any subsequent versions for those projects accepted by Subrecipient and subsequently obligated or de-obligated by DHS/FEMA are considered subawards to this agreement.
8. TDEM uses contractors to assist in administering subawards, both in communication with Subrecipient and the awarding agency. A subrecipient’s point of contact for all awards will be the assigned regional staff. TDEM may task various grant management tasks to contractors to work directly with subrecipients.
9. Within 10 calendar days of any change, Subrecipient must notify TDEM of any change in Designated Subrecipient Agents as submitted during the execution of this agreement, and any subsequent changes submitted by Subrecipient in TDEM’s Grants Management System (GMS).
10. In the event Subrecipient hires a consultant to assist them with managing its Public Assistance and Hazard Mitigation grants (or other), they must be listed on the Designated Subrecipient Agent Form (DSA) and may not act in lieu of the designated agent. TDEM will direct all correspondence to the Subrecipient. The Subrecipient is solely responsible for sharing written communications with the consultant. The Subrecipient is the primary point of contact and must be included in all decision-making activities.

II. Standard of Performance

Subrecipient must perform all activities as approved by TDEM and that is required in applicable grant/funding awards. Subrecipient must perform all activities in accordance with all terms, provisions and requirements set forth in the award, including, the following exhibits:

1. Assurances – Non-Construction Programs (Federal authority), hereinafter referred to as Exhibit A
2. Assurances – Construction Programs (Federal authority), hereinafter referred to as Exhibit B
3. Certifications for Grant Agreements (Federal authority), hereinafter referred to as Exhibit C
4. State of Texas Assurances (State authority), hereinafter referred to as Exhibit D
5. Environmental Review Certification (Federal authority), hereinafter referred to as Exhibit E
6. Additional Grant Certifications (State authority), hereinafter referred to as Exhibit F
7. Request for Information and Documentation Policy (State authority), hereinafter referred to as Exhibit G
8. Pre-Obligation Request for Information and Documentation Policy (State authority), hereinafter referred to as Exhibit H
9. Recoupment of Funds (State authority), hereinafter referred to as Exhibit I

III. Failure to Perform

In the event Subrecipient fails to implement and complete the project(s) approved and awarded, or comply with any provision of this grant, Subrecipient is liable to TDEM for an amount not to exceed the amount of this award and may be barred from receiving additional DHS/FEMA grant program funds or any other grant program funds administered by the State of Texas until repayment is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this grant. Failure to timely implement and complete projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by TDEM.

IV. Funding Obligations

TDEM is not liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs authorized under the applicable award.

1. Notwithstanding any other provision of this grant, the total of all payments and other obligations incurred by TDEM under this award must not exceed the total cumulative award amounts listed on the subawards (projects and subsequent versions).
2. Subrecipient must contribute the required cost share, also known as non-Federal share or match, listed on the subaward.
3. Subrecipient must provide supporting documentation that supports the totality of funding requests in accordance with program policy.
4. In the event that TDEM is required to continue to manage the subrecipients award after the Recipients (TDEM) allocated state management funds have been exhausted, subrecipient agrees to reimburse TDEM for such costs necessary to close FEMA awards including the final recoupment of any funds due to FEMA and/or TDEM and the State of Texas.

V. Recoupment of Funds

Subrecipient must refund to TDEM any sum of these award funds that TDEM and/or DHS/FEMA determines to be an overpayment to and/or has not been spent by Subrecipient in accordance with this award. Refund payment(s) may be made from local, state, or federal grant funds unless prohibited by federal regulation or other provision.

Nothing in Exhibit I-Recoupment of Funds shall limit TDEM's ability to implement alternative remedies for which it has authority to resolve outstanding recoupments or to limit TDEM's ability to take immediate recoupment action(s) after notice of required refund has been made.

VI. Uniform Administrative Requirements, Cost Principles and Audit Requirements

Except as specifically modified by law or this grant, Subrecipient shall administer this award through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS/FEMA program legislation, federal awarding agency regulations, and the terms and conditions of this grant. A non-exclusive list sanctioned by Federal Authority is provided below (not all may apply in every project):

- a. Public Law 93-288, as amended (Stafford Act)
- b. 44 C.F.R., Emergency Management and Assistance
- c. 2 C.F.R., Grants and Agreements
- d. Disaster Mitigation Act of 2000
- e. Executive Order 11988, Floodplain Management
- f. Executive Order 11990, Protection of Wetlands
- g. Executive Order 12372, Intergovernmental Review of Programs and Activities
- h. Executive Order 12549, Debarment and Suspension
- i. Executive Order 12612, Federalism
- j. Executive Order 12699, Seismic Design
- k. Executive Order 12898, Environmental Justice
- l. Coastal Barrier Resources Act, Public Law 97-348
- m. Single Audit Act, Public Law 98-502
- n. Sandy Recovery Improvement Act publications
- o. Disaster Recovery Reform Act of 2018 16 U.S.C. § 470, National Historic Preservation Act
- p. 16 U.S.C. § 1531, Endangered Species Act References
- q. FEMA program publications, guidance, and policies

VII. State Requirements for Grants

Subrecipient must comply with all other federal, state, and local laws and regulations applicable to this award including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management (UGMS) at:

<http://www.window.state.tx.us/procurement/catrad/ugms.pdf> and the most recent applicable version of the program State Administrative Plan (and all effective updates), available at: <https://tdem.texas.gov>. Subrecipient must, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, Office of Management and Budget (OMB) circulars,

terms and conditions of this award and the approved application.

Grant funds must not be awarded to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

Award funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:

1. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
2. Texas Government Code Sections 556.004, 556.005, and 556.006, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and using grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using grant funds to pay dues to an organization with a registered lobbyist;
3. Texas Government Code Sections 2113.012 and 2113.101, which prohibits using grant funds to compensate any employee who uses alcoholic beverages on active duty and Subrecipient may not use grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;
4. Texas General Appropriations Act, Art. IX, Section 6.13, which requires Subrecipient to make every effort to attain key performance target levels associated with this grant, including performance milestones, milestone time frames, and related performance reporting requirements; and
5. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, which requires that this award may only be expended if Subrecipient timely completes and files its reports.

TDEM strongly encourages subrecipients to complete refresher training in federal procurement standards as variances from these standards account for the majority of funding de-obligation. TDEM will provide training or sources for subrecipients to attain training. Federal procurement training may be required of some recipients in advance of funding or as a condition of funding and/or if additional monitoring is deemed appropriate by TDEM.

VIII. Restrictions and General Conditions

DHS/FEMA grant funds must only be used for the purposes set forth in this award and must be consistent with the statutory authority for the grant. Award funds must not be used for matching funds for other federal grants/cooperative agreements, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds must not be used to sue the federal government or any other government entity.

1. Federal employees are prohibited from directly benefiting from any funds under this Grant.
2. In accordance with 2 C.F.R. §25.300, TDEM will not make a subaward unless the Subrecipient has obtained a unique entity identifier (UEI). A UEI is the identifier required for System for Award Management (SAM) registration to uniquely identify entities with which the federal government does business.
3. Subrecipient maintains that it has registered at SAM.gov or other federally established site for contractor registration and entered TDEM-required information. Subrecipient shall keep current, and then review and update the information at least annually. Subrecipient shall keep information current in the SAM database until the later of when it submits this grant's final financial report or receives final award payment. Subrecipient agrees that it must not make any subaward agreement or contract related to this award without first obtaining the vendor or subawardee's mandatory UEI. See 2 C.F.R. Part 25, Appendix A.
4. Subrecipient must report total compensation for each of the five most highly compensated executives for the preceding completed fiscal year if the following is applicable (2 C.F.R. Subtitle A; Chapter 1, Part 170, Appendix A to Part 170). See FEMA Information Bulletin 350.
 - a. Subrecipient shall report whether Subrecipient received \$25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 C.F.R. §170.320.
 - b. Subrecipient shall report whether 80% or more of Subrecipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Subrecipient answers "yes" to both questions, Subrecipient shall report, along with subrecipient's UEI, the names and total compensation (see 17 C.F.R. §229.402(c)(2)) for each of subrecipient's five most highly compensated executives for the preceding completed fiscal year.
 - c. Subrecipient shall report executive total compensation at SAM.gov, or other federally established replacement site.

5. By signing this grant, Subrecipient certifies that, if required, Subrecipient has registered, entered the required information, and shall keep information in the System for Award Management (SAM) database current, and update the information at least annually until the subrecipient submits its final financial report, or receives final payment.
6. Subrecipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory UEI.
7. Subrecipient must comply with Federal Executive Orders 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government
8. A completed direct deposit form from Subrecipient must be provided to TDEM, prior to receiving any funds under the provisions of this grant. The direct deposit form is currently available at <https://tdem.texas.gov>.
9. Subrecipient shall maintain property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall develop and implement a control system to prevent loss, damage, or theft of property and Subrecipient shall investigate and document any loss, damage or theft of property funded under this grant.
10. DHS/FEMA and/or TDEM, through its authorized representatives, have the right at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS/FEMA or TDEM on the premises of Subrecipient or a contractor under this grant, Subrecipient must provide and must require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work. A final physical site inspection for eligible scope of work and program compliance may be conducted after the subrecipient's Project Completion and Certification Report has been submitted.

IX. Procurement Contracting

Subrecipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this

award in accordance with 2 C.F.R. 200. 317-327 and Appendix II to Part 200 (A-C) and (E-J).

1. All contracts executed using funds awarded under this award shall contain the contract provisions listed under 2 C.F.R. 200.327 and Appendix II (A), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
2. For each of the following types of procurement, activities must follow the most restrictive of federal, state, or local procurement regulations:
 - a. Micro purchase
 - b. Small purchase
 - c. Sealed bid
 - d. Competitive proposal
 - e. Non-Competitive proposal (solely when the award of a contract is unfeasible under the other methods)
3. The State must approve the use of a noncompetitive procurement method. Federal regulations allow for noncompetitive procurements under certain circumstances, including when a non-state entity determines that immediate actions required to address the public exigency or emergency cannot be delayed by a competitive solicitation. Failure to follow eligible procurement methods will result in ineligible costs. Other types of agreements for services must have State approval prior to use or execution. A copy of the local procurement policy must be provided to the State before initial payment.
4. Contracts attributed as "cost-plus-percentage-of-cost" or "percentage-of-construction-cost" are explicitly prohibited by Federal procurement standards and are ineligible for DHS/FEMA grant.
5. Subrecipients must perform cost/price analysis for every procurement action in excess of the Simplified Acquisition Threshold.
6. Subrecipients must negotiate profit as a separate element where required.
7. Subrecipients must not make any award to any party which is debarred or suspended, or is otherwise excluded from participation in the Federal assistance programs (Executive Order 12549, Debarment and Suspension).
 - a. Subrecipient must maintain documentation validating review of debarment list of eligible contractors. Evidence of non-debarment for vendors must be documented through SAM.gov and http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/ and submitted for review. TDEM will not reimburse any expense for a

debarred vendor or a vendor or Subrecipient that does not have a valid SAM.gov registration.

8. Subrecipients must comply with rules related to underutilized businesses (small and minority businesses, women's enterprises and labor surplus firms) at 2 C.F.R §200.321.
9. Subrecipients must comply with the rules of recovered materials for procurements at 2 C.F.R §200.323.
10. Subrecipients must comply with the rules for domestic preferences for procurements at 2 C.F.R § 200.322.

X. Monitoring

Subrecipient will be monitored periodically by federal, state, or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

- a. TDEM, or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of subrecipient's compliance with this award and of the adequacy and timeliness of subrecipient's performance pursuant to this award.
- b. After each monitoring visit, if the monitoring visit reveals deficiencies in subrecipient's performance under this grant, a monitoring report will be provided to the subrecipient that includes requirements for the timely correction of such deficiencies by subrecipient. Failure by subrecipient to take action(s) specified in the monitoring report may be cause for suspension or termination of this award pursuant to the Changes, Amendments, Suspensions or Termination Section (XIII) herein.

XI. Audit

Subrecipients expending \$750,000 or more in total federal financial assistance in a fiscal year will be required to provide an audit made in accordance with OMB Uniform Guidance; Cost Principles, Audit, and Administrative Requirements for Federal Awards, Subpart F.

1. A copy of the Single Audit must be submitted to TDEM or your cognizant state agency within nine months of the end of the subrecipient's fiscal year. If not required to submit a single audit, a response to the request will suffice. Failing to follow the regulation can result in significant adverse consequences including any action listing in the Enforcement Section (XIV) of this agreement

Subrecipient must give DHS/FEMA, the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of their duly authorized representatives access to and the right to conduct a financial or compliance audit of funds received, and performances rendered under this award. Subrecipient must permit TDEM or its authorized representative to audit subrecipient's records. Subrecipient must provide any documents, materials, or information necessary to facilitate such audit.

1. Subrecipient understands and agrees that it is liable to TDEM for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Subrecipient further understands and agrees that reimbursement to TDEM of such disallowed costs shall be paid by Subrecipient from funds that were not provided or otherwise made available to the subrecipient pursuant to this award or any other federal contract.
2. Subrecipient must take such action to facilitate the performance of such audit(s) conducted pursuant to this section as TDEM may require of Subrecipient. Subrecipient must ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.
3. Subrecipient understands that acceptance of funds under this award acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office's audit or investigation, including providing all records requested. Subrecipient must ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to this award.

XII. Retention and Accessibility of Records

Subrecipient shall follow its own internal retention policy, or the State's retention policy, whichever is more restrictive. At a minimum, the subrecipient must maintain fiscal records and supporting documentation for all expenditures of this award's funds pursuant to the applicable OMB 2 C.F.R. Subpart D – Post Federal Award Requirements, §200.334-338, and this agreement.

1. Subrecipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, or any litigation, dispute, or audit.

2. Records shall be retained for three (3) years after any real estate or equipment final disposition.
3. DHS/FEMA or TDEM may direct subrecipient to retain documents or to transfer certain records to DHS/FEMA custody when DHS/FEMA determines that the records possess long term retention value.

Subrecipient must give DHS/FEMA, the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things, or property belonging to or in use by subrecipient pertaining to this award including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Subrecipient.

XIII. Changes, Amendments, Suspensions or Termination

TDEM may modify this agreement after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Subrecipient's acceptance of the changes to this subrecipient award. Any alteration, addition, or deletion to this agreement by subrecipient is not valid.

Any alterations, additions, or deletions to this agreement that are required by changes in federal and state laws, regulations, or policy are automatically incorporated into this agreement without written amendment to this award and shall become effective upon the date designated by such law or regulation. In the event DHS/FEMA or TDEM determines that changes are necessary to this agreement after an award has been made, including changes to the period of performance of the award, or terms and conditions, the certifying official shall be notified electronically of the changes in writing. Once notification has been made, any subsequent request for refunds will indicate subrecipients acceptance of the changes to this award.

1. In the event subrecipient fails to comply with any term of this grant or agreement, TDEM may, upon written notification to subrecipient, suspend this award, in whole or in part, withhold payments to Subrecipient, and prohibit Subrecipient from incurring additional obligations of this grant's funds.
2. TDEM has the right to terminate this award, in whole or in part, at any time before the end of the Performance Period, if TDEM determines that subrecipient has failed to comply with any terms of this grant. TDEM shall provide written notice of the termination that includes:
 - a. The reason(s) for such determination;
 - b. The effective date of such termination; and

- c. The scope of the termination of the award.
- d. Termination of an award is final.

XIV. Enforcement

If subrecipient materially fails to comply with any term of this award or agreement, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, TDEM or DHS/FEMA may take one or more of the following actions, as appropriate in the circumstances:

1. Increased monitoring of projects and require additional financial and performance reports;
2. Require all payments as reimbursements rather than advance payments;
3. Temporarily withhold payments pending correction of the deficiency;
4. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance;
5. Request DHS/FEMA to wholly or partially de-obligate funding for a project;
6. Withhold cash payments pending correction of the deficiency by subrecipient or more severe enforcement action by TDEM or DHS/FEMA;
7. Withhold future awards for the grant program; and
8. Take other remedies that may be legally available

In taking an enforcement action, TDEM will adhere to any administrative proceeding to which Subrecipient is entitled under any statute or regulation applicable to the action involved, and where TDEM, as the recipient, is obligated to follow.

The costs to a subrecipient resulting from expenses incurred by the subrecipient during a suspension or after termination of this award are not allowable.

The enforcement remedies identified in this section, including suspension and termination, do not preclude subrecipient from being subject to "Debarment and Suspension" under Executive Order 12549. 2 C.F.R., Appendix II Part 200, (1).

XV. Conflicts of Interest

The subrecipient must maintain and provide upon request written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts and must establish safeguards to prohibit employees from using their positions for a purpose that

constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

XVI. Closing of this Award

TDEM will close each subaward after receiving all required final documentation from the subrecipient. If the close out review and reconciliation indicates that subrecipient is owed additional funds, TDEM will send the final payment automatically to subrecipient. If Subrecipient did not use all the funds received, TDEM will recover the unused funds. This does not affect:

1. DHS/FEMA or TDEM's right to disallow costs and recover funds on the basis of a later audit or other review;
2. Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
4. Any other provisions of this award that impose continuing obligations on Subrecipient or that govern the rights and limitations of the parties to this award after the expiration or termination of this award.

XVII. Notices

All notices and other communications pertaining to this agreement shall be delivered in electronic format and shall be transmitted in TDEM's Grant Management System, hereinafter referred to as "GMS". TDEM reserves the right to use other delivery avenues as needed.

XVIII. TDEM Grants Management System

TDEM requires the use of the TDEM's Grants Management System (GMS) for subrecipient grant management functions. Subrecipient is required to access GMS for all grant related functions as required by TDEM unless written authorization from TDEM is given. Requested forms and processes may be adjusted and changed to accommodate GMS processes and requirements.

Subrecipient agrees to monitor GMS as necessary to properly manage and complete awarded projects under this agreement. Paper forms and email requests to initiate grant management functions within GMS are not accepted.

XIX. Performance Period

The performance period for this award is listed on the subaward letter for each project. All projects must be completed within the performance period and within the approved budget. Subrecipient shall have expended all award funds and must submit final requests for reimbursements, invoices, and any supporting documentation to TDEM no later than 60 calendar days after the end of the performance period. TDEM is not obligated to reimburse expenses incurred after the performance period or submitted after the deadline.

From time to time, the performance period for grants may be extended by TDEM. These extensions do not change the established performance periods for subrecipients to submit final requests for reimbursements, invoices, and any supporting documentation.

1. All work must be done prior to the approved project completion deadline assigned to each project.
 - a. For Public Assistance projects written at 100% complete, documentation must be submitted within 60 days of the Recovery Scoping Meeting (or DHS/FEMA process equivalent).
 - b. For projects not written at 100% complete for both Hazard Mitigation and Public Assistance awards, documentation must be submitted within 60 days of the work completion date.
2. Should additional time be required, a time extension request must be submitted which:
 - a. Identifies the projects requiring an extension;
 - b. Explains the reason for an extension;
 - c. Indicates the percentage of work that has been completed;
 - d. Provides an anticipated completion date;
 - e. Provides detailed milestones documenting expected progress.

The reason for an extension must be based on extenuating circumstances, or unusual project requirements that are beyond the control of Subrecipient. Failure to submit a time extension request 90 days prior to the end of the period of performance may result in denial, or reduction or withdrawal of federal funds for approved work.

XX. Cost/Scope Modification

Any change to a project's approved scope of work must be reported and approved through TDEM and DHS/FEMA before starting the project. Failure to do so will jeopardize award funding.

Subrecipient shall submit requests for cost overruns to TDEM for review. Any requests sent for a Public Assistance project will be submitted to DHS/FEMA for review and approval. Approval of these requests is not guaranteed and is subject to funding availability. Costs incurred prior to approval of any scope or budget/cost changes may be denied.

XXI. Final Expenditures Report

The Project Completion and Certification Report (P4) must be submitted to TDEM within 90 days of all approved work being completed for each project. If any project requires the purchase of insurance as a condition of receiving federal funds, a copy of the current policy must be attached to this report and the Applicant's Attestation for Duplication of Benefits (DOB) form certifying other funds were received to complete the project.

XXII. Net Small Project Overrun

If the total actual cost of all of a subrecipient's Public Assistance small projects combined exceeds the total obligated for all small projects, the subrecipient may request additional funding through the appeal process, within 60 days of the latest work completion date of all its Small Projects, as described in the Public Assistance Program and Policy Guide. A net small project overrun appeal will require a review of all small projects and could result in a reduction of funding.

XXIII. Appeals

1. Public Assistance

In the event that a subrecipient does not agree with the determinations made by DHS/FEMA, the subrecipient has the right to file an appeal. This appeal must be submitted in GMS by initiating a New Project Appeal, attaching documented justification supporting the subrecipient's position, specifying the monetary figure in dispute and the provisions in federal law, regulation, or policy with which the subrecipient believes the initial action was inconsistent. Additionally, for disasters declared on or after January 1, 2022, subrecipients must submit appeals using DHS/FEMA's Grants Portal system, in addition to GMS. An appeal must be submitted by the subrecipient within the following time frames:

- a. Any DHS/FEMA determination – 60 days from the written notice of the determination being made.
- b. Second Appeal – 60 days from the written notice of the determination made on the previous appeal.

Appeals should be addressed to the TDEM's Deputy Chief of Recovery & Mitigation and should contain additional information that the subrecipient wants to have considered. Upon receipt of an appeal from Subrecipient, TDEM will review the material submitted, and forward the appeal with a written recommendation to DHS/FEMA within 60 days.

For presidentially declared disasters on or after October 30, 2012, a subrecipient may choose to arbitrate in lieu of submitting a second appeal. The arbitration program is designed to offer an alternate second appeal process by providing final adjudication through an independent, neutral panel of arbitrators for particular PA projects involving a dispute equal to or in excess of \$500,000 (or \$100,000 if the Applicant is in a "rural area", defined as having a population of less than 200,000 living outside an urbanized area) and must be filed within 60 days of receipt of the first appeal decision. For specific information, refer to 44 CFR § 206.206.

2. Hazard Mitigation

In the event that a subrecipient does not agree with the determinations made by DHS/FEMA, the subrecipient has the right to file an appeal. This appeal must be submitted in GMS by initiating a New Project Appeal, attaching documented justification supporting the subrecipient's position, specifying the monetary figure in dispute and the provisions in federal law, regulation, or policy with which the subrecipient believes the initial action was inconsistent. In accordance with 44 C.F.R §206.440, an appeal must be submitted by the subrecipient within the following time frames:

- a. Any DHS/FEMA or TDEM determination – 60 days from the date of the determination of the appeal written on the DHS/FEMA letter;
- b. Second Appeal – 60 days from the written notice of the determination made on the previous appeal. The decision of the Second Appeal is final and not subject to arbitration.

Appeals must be addressed to the State Hazard Mitigation Officer (SHMO) and should contain additional information, in accordance with Hazard Mitigation Assistance (HMA) guidance, that the subrecipient wants to have considered by DHS/FEMA. Upon receipt of an appeal from the subrecipient, TDEM will forward the appeal to DHS/FEMA within 60 days.

XXIV. Requests for Reimbursement

Subrecipient will request payment of funds on projects by initiating a request for reimbursement (RFR) in GMS or an advance of funds request (AFR) through GMS. The request must include documentation supporting the request.

Payments for open projects must be requested at least quarterly if expenditures have been made in that quarter. If payment is not requested quarterly, Subrecipient is subject to enforcement mechanisms described in the Enforcement section (XIV). Additional monitoring may be required of subrecipients if funds are advanced.

Small projects will be paid upon completion of work and submission of all necessary closeout documentation to TDEM. Due to the increase of the small project maximum, subrecipients may require an Advance of Funds to pay eligible costs of approved project scopes of work.

XXV. Quarterly Report Requirements

Subrecipients must submit quarterly progress reports (QPR) for open, large projects in Public Assistance, all Hazard Mitigation Grant Program, Building Resilient Infrastructure and Committees (BRIC), and Pre-Disaster Mitigation Grant projects using GMS. QPRs are due to TDEM the 15th of the month after the reporting period ends. The reporting period consists of 4 3-month periods:

- a. Quarter 1 (Q1): October – December
- b. Quarter 2 (Q2): January – March
- c. Quarter 3 (Q3): April – June
- d. Quarter 4 (Q4): July – September

Failure to submit required QPRs that demonstrate appropriate project progress for two or more quarters, or Requests for Reimbursement (RFR) not submitted quarterly, can result in the withholding or de-obligation of funding for subrecipients until all QPRs are submitted to TDEM.

TDEM may use the data provided in QPRs when considering requests for overruns, period of performance extensions, or any other award activity. If projects are not progressing, TDEM will require additional reporting or may take any other appropriate action to comply with required standards.

XXVI. Equipment Records

When an individual item of equipment is no longer required for federally-funded programs or projects, Subrecipient must calculate the current fair market value of the individual item. If items have a fair market value in excess of \$5,000.00, Subrecipient must make DHS/FEMA aware. For full rules and regulations regarding purchased

equipment, reference 2 C.F.R. 200.313.

XXVII. FEMA Public Assistance Portal and FEMA GO

In addition to TDEM's Grants Management System, must utilize the required DHS/FEMA grant management systems. The FEMA Public Assistance Delivery Model, or Simplified Application process, is used to facilitate the writing of project worksheets in FEMA's Grants Portal system (Portal). The subrecipient must establish and maintain an active account in the Portal. It is the subrecipient's responsibility to provide and upload timely, all information requested that is needed to write accurate project worksheets. The Portal provides the subrecipient visibility of the entire project writing process.

The FEMA Grant Outcomes (FEMA GO) platform is used to facilitate the application, tracking, and management of Hazard Mitigation Grant Programs (HMGP) including Building Resilient Infrastructure and Communities (BRIC), Flood Mitigation Assistance (FMA), and HMGP Post Fire Assistance. The subrecipient is responsible for requesting and maintaining an active account in FEMA GO and responding timely to any information requested in order to complete the award process.

The use of FEMA's Grants Portal and FEMA GO do not eliminate the requirement to use TDEM's Grants Management System.

XXVIII. Indirect Cost Rates

The subrecipient may use the negotiated Indirect Cost Rate approved by its cognizant agency, or may use the 10 percent de minimis rate of modified total direct costs (MTDC) (as per 2 C.F.R. § 200.414) when receiving Management Costs.

XXIX. Request for Information

TDEM and/or DHS/FEMA may request additional information from the subrecipient throughout the life cycle of this grant. This process, the Request for Information, herein referred to as RFI. DHS/FEMA RFIs may be received directly from TDEM's Grants Management System (GMS), FEMA systems (FEMA Grants Portal & FEMA GO), DHS/FEMA employees, or indirectly through TDEM representatives. DHS/FEMA RFI timeframes may vary, but due dates are always communicated upon transmission of the RFI. The TDEM RFI policies can be found in Exhibits G & H.

Exhibits

Exhibit A: Assurance – Non-Construction Programs (See Standard Form 424B)

As the duly authorized representative of subrecipient, I certify that subrecipient

1. Has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management and completion of the project described in this grant.
2. Will give the Department of Homeland Security, the Texas Division of Emergency Management, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to

confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000.00 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical,

and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this Grant. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this Grant.

Exhibit B: Assurances – Construction Programs
(See Standard Form 424D)

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

1. Has the legal authority to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management and completion of project described in this Grant.
2. Will give the Department of Homeland Security, the Texas Division of Emergency Management, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to this grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of this Grant.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

10. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the agreement.
11. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
12. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally- assisted construction sub-agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the

following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this grant.

Exhibit C: Certifications for Grant Agreements

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.
3. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
4. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification), the subrecipient certifies that it and its principals and vendors:
 - a. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Subrecipient can access debarment information by going to www.sam.gov and the State Debarred Vendor List at: www.window.state.tx.us/procurement/prog/vendor_performance/debarred.

- b. Have not within a three-year period preceding this grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification;
 - d. Have not within a three-year period preceding this grant had one or more public transactions (federal, state, or local) terminated for cause or default; or
 - e. Where subrecipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this grant. (Federal Certification).
- 5. Federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
 - 6. Subrecipient will comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds and subrecipient will require such compliance in any subgrants or contract at the next tier.
 - 7. Subrecipient will comply with the Drug-free Workplace Act, in Subpart B of 2 C.F.R. Part 3001.
 - 8. Subrecipient is not delinquent on any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.
 - 9. Subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this grant.
 - 10. Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this grant.

Exhibit D: State of Texas Assurances

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

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Subrecipient's governing body or of the Subrecipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the Subrecipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Subrecipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the Subrecipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and subrecipients shall maintain an appropriate contract administration system to ensure that all terms, conditions, and specifications are met. (See UGMS Section __.36 for additional guidance on contract provisions).

8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subrecipient shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91- 646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-

29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).
15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1977, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.
23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.
24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at [SAM.gov](https://www.sam.gov).
25. Shall adopt and implement applicable provisions of the model HIV/AIDS workplace guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

Exhibit E: Environmental Review

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

1. Shall assess its federally funded projects for potential impact to environmental resources and historic properties.
2. Shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by TDEM. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact.
3. Shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's EHP review will result in a non-compliance finding and TDEM will not authorize or release Grant funds for non-compliant projects.
4. As soon as possible upon receiving this grant, shall provide information to TDEM to assist with the legally required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to TDEM for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Subrecipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances.
5. Shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings.
6. Shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed.
7. If ground disturbing activities occur during project implementation, subrecipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, subrecipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

Exhibit F: Additional Grant Certifications

1. Public Assistance and Hazard Mitigation Program Grant (HMGP)

a. Match Certifications

Subrecipient certifies that it has the ability to meet or exceed the cost share required for all subawards (projects) and amendments (versions) under this Grant Agreement.

b. Duplication of Program Statement

Subrecipient certifies there has not been, nor will be, a duplication of benefits for this project Match Certification.

c. Federal Debt Disclosure

Subrecipient certifies that it not delinquent on and Federal debt.

2. HMGP Only

a. Maintenance Agreement

Applicant certifies that there is a Maintenance Agreement needed for this facility and that a copy of that agreement will be provided to TDEM.

b. Environmental Justice Statement

Federal Executive Order 12898 compliance requirements – If there are any concentration of low income or minority populations in or near the HMGP projects:

- i. Applicant certifies that the HMGP project result will not result in a disproportionately high effect on low income or minority populations.

OR

- ii. Applicant certifies that actions will be taken to ensure of environmental justice for low income and minority populations related to this HMGP project.

Exhibit G: Request for Information Policy

Timelines for providing complete and accurate information and documentation are crucial to the success of the overall Grant Program and to the timely completion and closure of awarded projects. TDEM has developed a framework following a progressive series of communications for the Subrecipient, referred to as Request for Information (RFI). TDEM will work with Subrecipients throughout the RFI process as communication is the key to success.

This policy will be applied to Public Assistance and Hazard Mitigation projects for management and closeout activities after obligation. This policy will address non-responsive and inadequate responses to requests for information. Although the timeline outlines milestones to be completed, nothing limits the ability of TDEM from sending communications.

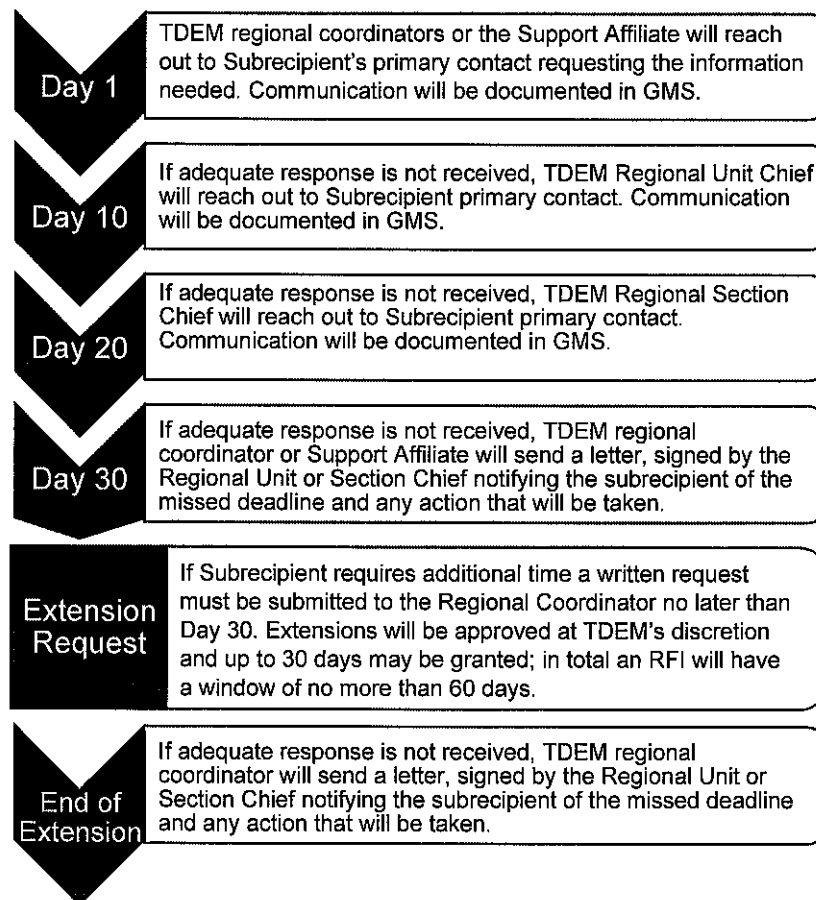


Exhibit H: Pre-Obligation Request for Information Policy

Timelines for providing complete and accurate information and documentation are crucial to the success of the overall Grant Program and to the timely obligation of projects. TDEM has developed a framework following a progressive series of communications for the subrecipient, referred to as Request for Information (RFI). TDEM will work with subrecipients throughout the RFI process as communication is the key to success.

This policy will be applied to Hazard Mitigation projects for management activities pre-obligation. This policy will address non-responsive and inadequate responses to requests for information. The timeline outlined below represents a single, 15-day period beginning from TDEM's first review of Subrecipient's application. Failure to supply timely responses could result in dismissal of application or award submission. Although the timeline outlines milestones to be completed, nothing limits the ability of TDEM from sending communications.

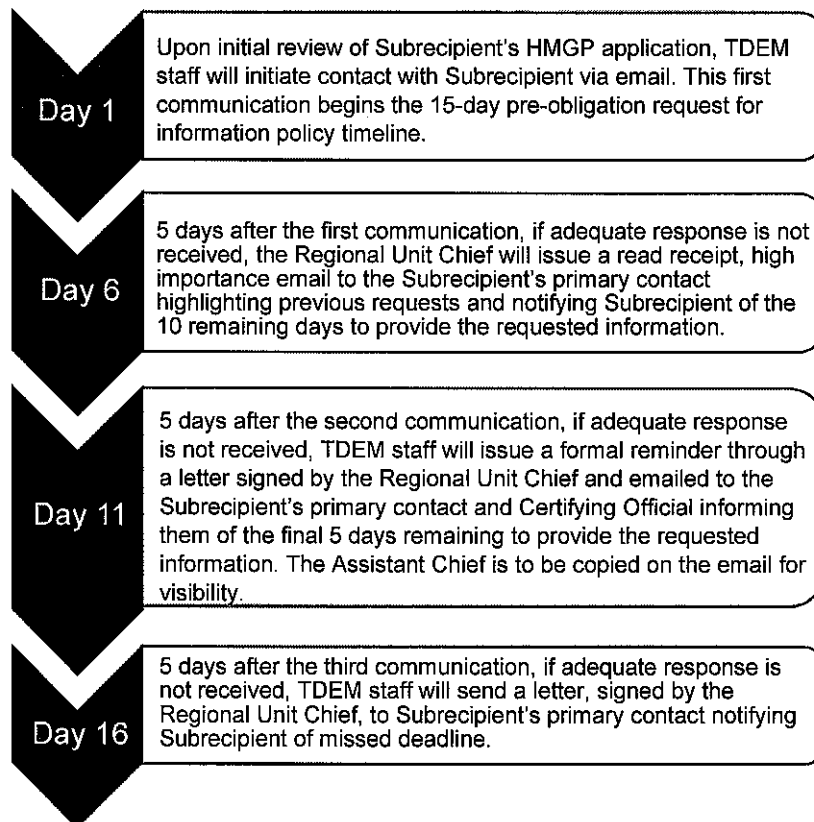


Exhibit I: Recoupment of Funds

Procedure Summary

1. This procedure is to ensure responsible spending of federal dollars, 2 CFR § 200.344 and 2 CFR § 200.345 require that the State of Texas and the Texas Division of Emergency Management (TDEM) act to identify and recover any improper payments.
2. This procedure applies to all Division subrecipients that receive funds from or through TDEM and explains the process by which funding to subrecipients will be recovered in the event that such funding is determined to be an overpayment or is not expended appropriately under the terms and conditions between TDEM and the subrecipient and/or applicable FEMA program, statute, regulations, or guidance.
3. The federal dollars described in this policy are passed through the Division, which serves as the Governor's authorized representative for certain federal grants and awards. Any amount of debt owed to the federal government is ultimately the responsibility of the State of Texas, not specifically the responsibility of the Division.

Procedure

1. Applicability of Recoupment
 - 1.1. This procedure will be applied to subrecipients that have been determined by the Division to have received an overpayment or that the Division determines has not spent federal funds in accordance with their grant or financial award.
2. Recipient's Responsibilities
 - 2.1. subrecipients are required to sign Grant Terms and Conditions prior to receipt of funds that stipulate subrecipients shall refund to the Division any sum that has been determined by the Division to be an overpayment to Subrecipient or that the Division determines has not been spent by Subrecipient in accordance with their grant or financial award.
 - 2.2. No refund payment(s) shall be made from local, state or federal grant funds unless repayment with grant funds is specifically permitted under the applicable program.
 - 2.3. Subrecipients shall make such refund to the Division within thirty (30) calendar days after the Division requests such refund.
3. Division Collection Actions

3.1. Upon determination that a subrecipient has received an overpayment or has not expended funds in accordance with the grant or fiscal award, the following steps will be taken:

3.1.1. First Formal Communication: A recoupment letter will be sent to the subrecipient's Authorized Agent(s) highlighting the amount of federal funds owed, electronic transfer information, and the requirement to repay the amount within thirty (30) calendar days.

3.1.1.1. The communication will be sent using electronic mail to the designated agent identified in the grant/funding application, and;

3.1.1.2. Posted in TDEM's Grants Management System (GMS), and;

3.1.2. The Division will confirm receipt of the recoupment letter by either receiving a written confirmation from the subrecipient or making documented verbal contact with the subrecipients designated agent, mayor, or county judge as applicable.

3.1.3. If the subrecipient fails to make repayment of the amount identified in the recoupment letter within thirty (30) business days of receipt of the letter, the Division may offset an applicant's owed funds against current available funding due to applicant unless an agreement to return funding is reached with the applicant as approved by TDEM

3.1.4. If the repayment is not made, the Division shall send an additional notice to the subrecipient by electronic mail and posted to the TDEM Grants Management System (GMS) thirty (30) to forty-five (45) days after the first letter was sent and then confirm receipt of the recoupment letter by either receiving a written confirmation from the subrecipient or making documented verbal contact with the subrecipients designated agent, mayor, or county judge as applicable. This letter will indicate the amount of funds that have been transferred to offset the amount due and remaining balance or will confirm if offset will occur. In addition, the letter will contain information related to recoupment options that may be taken in accordance with section 3.2 Delinquent Accounts.

If the repayment is not made after the second letter, the Division shall send a third notice to the subrecipient by electronic mail and posted to the TDEM Grants Management System (GMS) thirty (30) to forty-five (45) days after the second letter was sent and then confirm receipt of the recoupment letter by either receiving a written confirmation from the subrecipient or making documented verbal contact with the subrecipients designated agent, mayor, or county judge as applicable. This letter will indicate the amount of funds that have been

transferred to offset the amount due and remaining balance or will confirm if offset will occur. In addition, the letter will contain information related to recoupment options that may be taken in accordance with section 3.2 Delinquent Accounts.

3.1.5. If the subrecipient fails to make repayment of the amount identified in the recoupment letter or enter an agreement to repay the funding with the Division approved by TDEM within one hundred twenty (120) days from the date that the original recoupment letter was sent, the Division will take any and all authorized actions to withhold funding for other grants, including issuing a State Comptroller Warrant Hold and/or referring the matter to the attorney general. The Division shall notify the subrecipient of any such decision.

3.2. Delinquent Accounts

3.2.1. Delinquency Determination

3.2.1.1. If a subrecipient fails to make repayment of the amount identified in the recoupment letter or enter an agreement approved by TDEM to repay the funding with the Division within 120 days from the date the original recoupment letter was sent, the Division may determine that the account is delinquent.

3.2.1.2. At TDEM's sole discretion, TDEM may authorize payment plans that fully reimburse the full amount owed over a 1–9-month period or prior to the end of the grant period. From time to time, variances in approved timelines may occur based on the phase of the grant process and other timelines determined by FEMA such as periods of performance and closeout liquidation periods.

3.2.1.3. Should a subrecipient enter into a payment plan and then fail to make more than one timely payment, the payment plan shall be considered invalid and the full balance shall be due within 30 calendar days. If payment is not made within 30 days, the actions contained within Section 3.1.7 and Section 3.2.

3.2.2. Warrant Hold Process

3.2.2.1. Once the Division has determined that the debt is delinquent, the Division may utilize the state comptroller's warrant hold process to ensure payments are not issued to the individual or entity that is indebted to the state.

3.2.3. Referral to the Attorney General

3.2.3.1. Once the account is determined to be delinquent, the Division may determine whether to refer the account to the Attorney General through the System Office of the General Counsel.

3.2.3.2. The determination as to the manner in which to pursue the collection of the account must consider the following:

3.2.3.2.1. The size of the debt;

3.2.3.2.2. The existence of any security or collateral;

3.2.3.2.3. The likelihood of collection through passive means;

3.2.3.2.4. The cost to the Division or Attorney General in attempting to collect the obligation; and

3.2.3.2.5. The availability of resources within the Division or Attorney General to devote to the collection of the obligation.

3.2.4. Referral to the Attorney General

3.2.4.1. Upon a determination to refer to the Attorney General, the Division shall notify the subrecipient of the delinquency status of the account, including the amount in no more than two mailed letters.

3.2.4.1.1. The first demand letter shall be mailed USPS First Class Mail within 30 days after the debt has been determined delinquent and an Attorney General referral is desired.

3.2.4.1.2. The second demand letter shall be mailed USPS First Class Mail between 30-60 days after the first demand letter was mailed if repayment of the amount has not occurred.

3.2.4.2. If the Division determines that it will refer the matter to the Attorney General, it shall, through the System Office of the General Counsel, notify the Attorney General around the 90th day after the first demand letter was sent.

3.3. The Division shall maintain copies of all communications with the subrecipients regarding the recoupment of the grant or financial award funding.

4. TDEM's Ability to Remedy

Nothing in this procedure shall limit TDEM's ability to implement alternative remedies for which it has authority to resolve outstanding recoupments.

Nothing in this policy shall prohibit TDEM from immediately taking any recoupment action after the first thirty (30) day notice has been issued requesting repayment.

Related Statutes, Policies, or Requirements

- Texas A&M University System Regulation 21.01.04
- 1 Tex. Admin. Code Section 59.2
- Tex. Gov't Code Section 403.055
- Tex. Gov't Code Chapter 2107
- Texas A&M University System Office Collection and Write-off Guidance
- Texas A&M University System Regulation 09.04.01

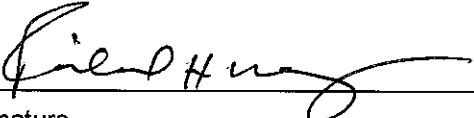
Grant Acknowledgement, Agreement and Signature

Please provide your signature next to each item in acknowledgement you have received, read, understand, and agree to abide by the terms.

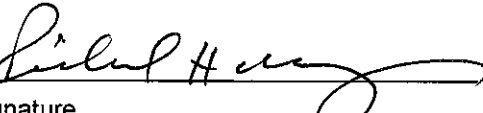
I, Richard H. Meyer, the undersigned and Certifying Official of
Printed Name

Calhoun County understand that TDEM strongly encourages refresher
Subrecipient Name

training in federal procurement standards as variances from these standards account for the majority of funding deobligation. I also certify that I have read and understand each section of the above agreement. My signatures below serve as Subrecipient agreement to comply with all laws, rules, regulations, and policy presented.


Signature

Agreement Authority


Signature

Agreement (Section I – XXIX)

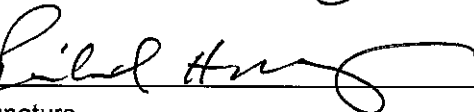

Signature

Exhibit A: Assurance – Non-Construction Programs

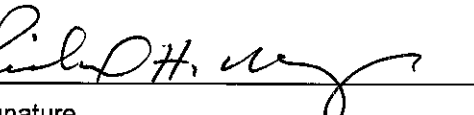

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Exhibit B: Assurance – Construction Programs

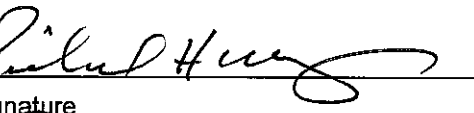

Signature

Exhibit C: Certifications for Grant Agreements

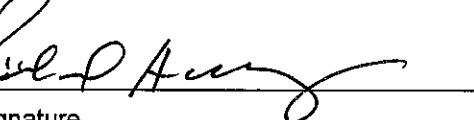

Signature

Exhibit D: State of Texas Assurances

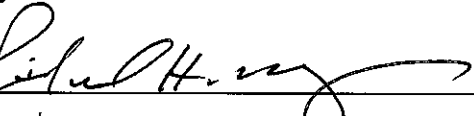

Signature

Exhibit E: Environmental Review Certification

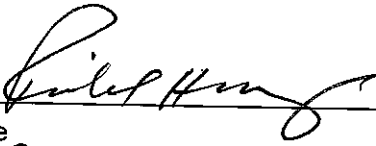

Signature

Exhibit F: Additional Grant Certifications

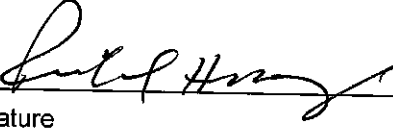

Signature

Exhibit G: Request for Information Policy

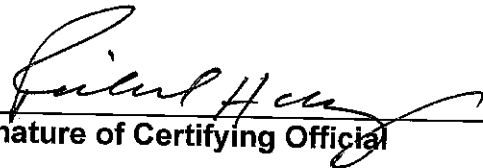

Signature

Exhibit H: Pre-Obligation Request for Information Policy


Signature

Exhibit I: Recoupment of Funds

Please sign below to acknowledge subrecipient's acceptance of this grant and all exhibits and subrecipient's agreement to abide by all terms and conditions.


Signature of Certifying Official

9-25-24
Date

Richard H. Meyer
Printed Name

County Judge
Title

14

14. Consider and take necessary action to authorize Kathy Smartt with Smartt Grants to prepare a Matagorda Bay Mitigation Trust application and two CEPRA applications to the GLO for the infrastructure improvements at Port Alto and Olivia Haterius Parks at a cost of \$500 per application for total of \$1,500.00, to be paid out of GOMESA funds. (JMB)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

Joel Behrens
Calhoun County Commissioner, Precinct 3

24627 State Hwy. 172~Olivia, Port Lavaca, Texas 77979 ~ Office (361) 893-5346 ~ Fax (361) 893-5309
Email: joel.behrens@calhouncotx.org



Honorable Richard Meyer
Calhoun County Judge
211 S. Ann
Port Lavaca, TX 77979

RE: Agenda Item

Dear Judge Meyer:

Please place the following item on the Commissioner's Court Agenda for September 25, 2024.

Consider and take necessary action to authorize Kathy Smartt with Smartt Grants to prepare a Matagorda Bay Mitigation Trust application and two CEPRA applications to the GLO for the infrastructure improvements at Port Alto and Olivia Haterius Parks at a cost of \$500 per application for total of \$1,500., to be paid out of GOMESA funds.

Sincerely,

A handwritten signature in cursive script that reads "Joel Behrens".

Joel Behrens
Commissioner Pct. 3

SMARTT GRANTS

Kathy Smartt
3801 Menchaca Road, Apt. 7
Austin, TX 78704
(512) 800-4740

September 18, 2024
Joel Behrens, County Commissioner Precinct #3
24627 State Hwy. 172
Port Lavaca, TX 77979

Re: Matagorda Bay Mitigation Trust and CEPRA Applications

Commissioner Behrens,

I offer my services to prepare and submit a 2024 application for grant funding with the Matagorda Bay Mitigation Trust for infrastructure improvements at Port Alto County Park. When applications are open in May 2025, I will prepare and submit the two CEPRA applications to the General Land Office for infrastructure improvements at Port Alto and Olivia Haterius County Parks.

I will prepare these three application for \$500 per application, for a total cost of \$1,500.

Thank you for consideration of this proposal.

Kathy Smartt

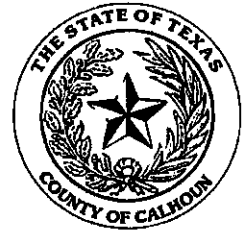
15

15. Consider and take necessary action to approve the Infrastructure Development Plat (IDP) of Untamed Outdoors and if approved, authorize the County Judge and Commissioner Reese to sign the IDP. (GDR)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese



Gary D. Reese
County Commissioner
County of Calhoun
Precinct 4



September 18, 2024

Honorable Richard Meyer
Calhoun County Judge
211 S. Ann
Port Lavaca, TX 77979

RE: AGENDA ITEM

Dear Judge Meyer:

Please place the following item on the Commissioners' Court Agenda for September 25, 2024.

- Consider and take necessary action to approve of the Infrastructure Development Plat (IDP) of Untamed Outdoors and if approved, authorize the County Judge and Commissioner Reese to sign the IDP.

Sincerely,

A handwritten signature in black ink, appearing to read "GDR", written over a horizontal line.

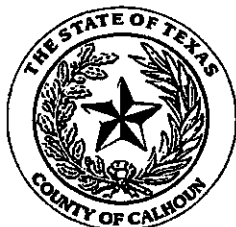
Gary D. Reese

GDR/at

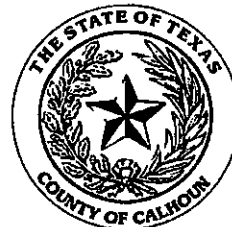
16

16. Consider and take necessary action on CMP Cycle 29, GLO Contract 25-003-009-E702 - New Amenities at Bill Sanders County Park and authorize Judge Meyer to sign all documentation. (GDR)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joel Behrens, Commissioner Pct 3
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese



Gary D. Reese
County Commissioner
County of Calhoun
Precinct 4



September 17, 2024

Honorable Richard Meyer
Calhoun County Judge
211 S. Ann
Port Lavaca, TX 77979

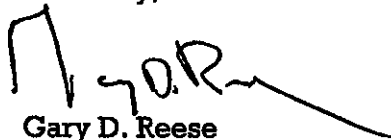
RE: AGENDA ITEM

Dear Judge Meyer:

Please place the following item on the Commissioners' Court Agenda for September 25, 2024.

- Consider and take necessary action on CMP Cycle 29, GLO Contract 25-003-009-E702 – New Amenities at Bill Sanders County Park and authorize Judge Meyer to sign all documentation.

Sincerely,


Gary D. Reese

GDR/at



**SUBRECIPIENT GRANT AGREEMENT
GLO CONTRACT No. 25-003-009-E702
COASTAL MANAGEMENT PROGRAM – CYCLE 29**

This subrecipient grant agreement (the “Contract”) is entered into by and between the **GENERAL LAND OFFICE** (the “GLO”), an agency of the State of Texas, and **Calhoun County** (“Subrecipient”), each a “Party” and collectively the “Parties,” to provide Texas Coastal Management Program (“CMP”) Cycle 29 grant funds made available to the State of Texas by the U.S. Department of Commerce, National Oceanic and Atmospheric Administration (“NOAA”), pursuant to the Coastal Zone Management Act of 1972, 16 U.S.C. § 1451 et seq., Financial Assistance Award No. NA24NOSX419C0025. Subrecipient may only use CMP grant funds to implement a coastal zone management project, as administered by the GLO (CFDA No. 11.419, “Coastal Zone Management Administration Awards”) and as approved by the Texas Land Commissioner.

ARTICLE 1. GENERAL PROVISIONS

1.01 PURPOSE AND AUTHORITY

The purpose of this Contract is to set forth the terms and conditions of a subaward of CMP grant funds from the GLO to Subrecipient under CMP Cycle 29. This Contract is entered into pursuant to Texas Natural Resources Code Section 33.204(g), which authorizes the Texas Land Commissioner to award grants to projects that further the goals and policies of the CMP.

1.02 CONTRACT DOCUMENTS

This document and the following Attachments, which are incorporated herein in their entirety for all purposes, shall govern this Contract:

ATTACHMENT A: WORK PLAN AND BUDGET

ATTACHMENT B: GENERAL AFFIRMATIONS

ATTACHMENT C: FEDERAL ASSURANCES AND CERTIFICATIONS

1.03 DEFINITIONS

“Administrative and Audit Regulations” means all applicable statutes, regulations, and other laws governing administration or audit of this Contract, including: Title 2, Code of Federal Regulations (C.F.R.), Part 200; Texas Government Code, Chapter 321; the Texas Grant Management Standards published by the Texas Comptroller of Public Accounts; and the requirements of **Article 7** herein.

“Amendment” means a written agreement, executed by the Parties’ authorized representatives, that documents changes to the Contract.

“Attachment” means documents, terms, conditions, or additional information attached to this Contract following the execution page or incorporated by reference within the body of this Contract.

“Budget” means the budget for the Project funded by the Contract, in **Attachment A**.

“CMP Rules” means Title 31, Texas Administrative Code, Chapters 26-30.

“Compliant Format” means the format and standards specified in **Section 4.01** and **Article 9** herein.

“Comptroller” means the Texas Comptroller of Public Accounts.

“Contract” means this entire document, along with any Attachments.

“Deliverable” means any unit or increment of work, including any item, report, data, document, photograph, drawing, process, computer program or code, or other submission required to be delivered under the terms of this Contract.

“Equipment” means tangible personal property having a useful life of more than one year and an acquisition cost of **\$5,000.00** or more per unit.

“Event of Default” means the occurrence of any of the events set forth in **Section 8.01** herein.

“Federal Assurances and Certifications” means Standard Form 424B (for non-construction projects) or Standard Form 424D (for construction projects), as applicable, and the Certification Regarding Lobbying – Lower Tier Covered Transactions, in **Attachment C**.

“Federal Award” means Financial Assistance Award No. NA24NOSX419C0025.

“Final Report” means a written report that Subrecipient must submit to the GLO upon completion of the Work Plan, as set forth therein.

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

“GAAP” means Generally Accepted Accounting Principles.

“GASB” means the Governmental Accounting Standards Board.

“General Affirmations” means the statements in **Attachment B**, which, to the extent they apply, Subrecipient agrees to and affirms by executing this Contract.

“Grant Administrator” means the Director of Grant Programs in the GLO’s Coastal Resources Division or their designee.

“HUB” means Historically Underutilized Business, as defined by Texas Government Code, Chapter 2161.

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

“Plans” mean the engineering specifications, construction plans, and/or architectural plans for the construction of improvements approved by the GLO for the Project, if any.

“Progress Reports” means written progress reports that Subrecipient must submit to the GLO monthly or quarterly, as described in **Section 4.03** herein.

“Project” means the activities involved in **“New Amenities at Bill Sanders County Park”** and detailed in the Work Plan in **Attachment A**.

“Project Manager” means the individual assigned by the GLO to manage the Project.

“Subcontractor” means an individual or business that contracts with Subrecipient to perform part or all of Subrecipient’s obligations under this Contract by providing goods or services within normal business operations that are ancillary to the Project.

“Sub-grantee” means an individual or entity that: enters into a subaward agreement with Subrecipient to perform part of Subrecipient’s substantive programmatic obligations under this Contract using funds awarded under this Contract; and makes programmatic decisions, is responsible for adherence to grant program requirements, or otherwise carries out a program for the purposes specified in the authorizing statutes cited herein.

“Texas Public Information Act” means Texas Government Code, Chapter 552.

“Travel Regulations” means all applicable statutes, regulations, laws, and Comptroller guidance related to reimbursement of Subrecipient’s travel expenses under this Contract, including Title 34, Section 5.22, of the Texas Administrative Code; Chapter 660 of the Texas Government Code; the General Appropriations Act; and *Textravel*, the Comptroller’s travel regulation guidance available on the Comptroller’s website.

“TxGMS” means the Texas Grant Management Standards issued by the Comptroller.

“U.S.C.” means United States Code.

“Work Plan” means the statement of work for the Project, including any special conditions, in **Attachment A**.

1.04 INTERPRETIVE PROVISIONS

- (a) The meaning of a defined term applies to its singular and plural forms.
- (b) The words “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, attachment, work order, or schedule of this Contract unless otherwise specified.
- (c) The term “including” means “including without limitation.”
- (d) Unless otherwise expressed provided, a reference to a contract includes subsequent amendments and other modifications thereto executed according to the contract’s terms, and a reference to a statute, regulation, or other law includes subsequent amendments, renumbering, recodification, and other modifications thereto by the enacting authority.
- (e) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract.
- (f) The limitations, regulations, and policies contained herein are cumulative and each must be performed in accordance with its terms without regard to other limitations, regulations, and policies affecting the same matter.

- (g) Unless otherwise expressly provided, reference to any action of or by the GLO by way of consent, approval, or waiver is deemed modified by the phrase "in its/their sole discretion." Notwithstanding the preceding, the GLO shall not unreasonably withhold or delay any approval, consent, or waiver.
- (h) All due dates and/or deadlines referenced in this Contract that occur on a weekend or holiday shall be considered as if occurring on the next business day.
- (i) All time periods in this Contract shall commence on the day after the date on which the applicable event occurred, report is submitted, or request is received.
- (j) Time is of the essence in this Contract.
- (k) If the provisions of this Contract and its Attachments conflict, such conflicts shall be resolved in the following order of precedence: Signed Contract; **Attachment C**; **Attachment B**; and **Attachment A**.
- (l) As needed, GLO shall, in its sole discretion, determine whether a given entity receiving funds through a subaward or subcontract under this Contract is classified as a Subcontractor or Sub-grantee. GLO shall make its determination in accordance with this Contract and applicable laws, regulations, and standards.

ARTICLE 2. SUBAWARD AND SCOPE OF PROJECT

2.01 SUBAWARD

- (a) Subrecipient applied for a subaward of CMP grant funds under CMP Cycle 29. The Texas Land Commissioner has approved this subaward based on Subrecipient's application.
- (b) Subject to the terms and conditions of this Contract, the GLO shall issue a subaward to Subrecipient in an amount not to exceed **\$210,630.00**, payable in installments as reimbursement of allowable expenses incurred by Subrecipient, to be used in strict conformance with the Budget in **Attachment A**.
- (c) Subrecipient must contribute any Subrecipient or third-party matching funds or in-kind services in accordance with the Budget in **Attachment A**.
- (d) The GLO may recapture and Subrecipient must reimburse any payments the GLO makes under this Contract that Subrecipient does not use in strict accordance with the terms and conditions of this Contract and the Federal Award. This recapture provision shall survive the termination or expiration of this Contract.
- (e) **The GLO is not liable to Subrecipient for any costs Subrecipient incurs before the effective date of this Contract or after termination or expiration of this Contract.**

2.02 SUBAWARD OFFER SUBJECT TO CANCELLATION

If Subrecipient does not sign the Contract in DocuSign within sixty (60) days of transmittal of the Contract to Subrecipient, the GLO may cancel subaward funding for the Project and rescind the Contract.

2.03 PROJECT SCOPE AND WORK PLAN

- (a) Subrecipient shall perform the Project in strict accordance with the terms and conditions of this Contract and all provisions of the Work Plan, including any special conditions, set forth in **Attachment A**.

- (b) Subrecipient may request a change to the Work Plan, scope, or outcome of the Project by submitting a written request and detailed justification to the Project Manager. Some changes may require NOAA's prior approval, which may cause significant delays. If there are any costs included in the requested change that were not previously included in the Contract, Subrecipient is solely responsible for such costs it incurs while awaiting GLO or NOAA approval.
- (c) Material changes to the Work Plan may be made only by an Amendment. Notwithstanding the preceding, the Grant Administrator may, without an Amendment:
 - (1) Approve changes to Deliverable due dates within the effective term of this Contract, in accordance with Section 4.04; and
 - (2) Approve reallocations among direct cost Budget categories that do not increase or decrease the total Budget amount, in accordance with Section 4.08.

ARTICLE 3. TERM AND TERMINATION

3.01 DURATION AND EXTENSION OF TERM

- (a) This Contract's effective date (the "Effective Date") is the first of the month following the date the Contract is signed by the last Party.
- (b) This Contract is effective for an initial term (the "Initial Term") beginning on the Effective Date and expiring on the earlier of the date Subrecipient completes the Project, in the GLO's sole determination, or **March 31, 2026**. Upon the GLO's receipt of Subrecipient's written request and acceptable justification, the Parties may extend this Contract for up to 18 months, for the successful completion of the Project. The term of this Contract must not extend beyond the Federal Award period. If Subrecipient fails to submit its extension request to the GLO at least ninety (90) days before the Contract's then-current expiration date, the GLO may choose not to extend the Contract.
- (c) Subrecipient shall make every effort to complete the Project within the Initial Term. Subrecipient's failure to complete the Project within the Initial Term may result in a negative score under the Past Project Performance criterion on the CMP score sheet in future grant application submissions.
- (d) **Subrecipient may not perform work or incur costs before the Effective Date or after the Contract's termination or expiration. The GLO will not reimburse Subrecipient for costs incurred or work performed before the Effective Date or after the Contract's termination or expiration.**

3.02 EARLY TERMINATION

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

3.03 ABANDONMENT OR DEFAULT

If Subrecipient abandons work or defaults on the Contract, including by committing an Event of Default, as defined in **Article 8** herein, the GLO may terminate the Contract without notice.

ARTICLE 4. GRANT ADMINISTRATION

4.01 COMPLIANT FORMAT

- (a) Subrecipient shall submit written reports and requests in MS-Word format, reimbursement requests and supporting documentation in portable document format (".pdf"), and photographs in Joint Photographic Experts Group (".jpg") format and form, unless otherwise agreed by the Project Manager. For all electronically stored information and data, Subrecipient must comply with the GLO's standards set forth in **Article 9** herein.
- (b) Subrecipient may submit requests provided for in the Contract in writing via email, in Compliant Format. Requests must cite the nature of the request, the section of the Contract that authorizes the request, and a detailed justification for the request. A request is granted only upon Subrecipient's receipt of the Project Manager's written approval.

4.02 SUBMISSIONS AND FORMS

- (a) Except for legal notices that must be sent pursuant to **Section 12.13** herein, Subrecipient shall submit all written reports, forms, requests, and Deliverables under this Contract to the Project Manager electronically in Compliant Format via email to cmprreceipts@glo.texas.gov.
- (b) GLO-approved standard forms that Subrecipient must use for submissions to the Project Manager are available at <http://www.glo.texas.gov/coast/coastal-management/forms/index.html>. As these forms are updated from time to time, Subrecipient should periodically check the website for updated forms. Subrecipient is responsible for using the proper, updated forms.
- (c) If there is not a standard form for a particular request allowed under this Contract, Subrecipient may submit the request in writing via email to the Project Manager for GLO review and approval. The request must include the nature of the request, the section of the Contract that authorizes the request, and a detailed justification for the request. The Project Manager will notify Subrecipient in writing if the request is approved.
- (d) Subrecipient must execute certain additional forms required by the Contract or the Federal Award to show that Subrecipient is in compliance with all applicable state and federal laws and regulations. Required forms include the Federal Assurances and Certifications in **Attachment C**. Subrecipient may check for vendor debarment exclusion records at: <https://www.sam.gov/SAM/>.

4.03 PROGRESS REPORTS AND PROJECT CLOSEOUT FORM

- (a) Subrecipient shall submit periodic Progress Reports on a monthly or quarterly basis, as required in **Attachment A** and commencing on the date specified therein. Monthly reporting must be submitted on or before the 10th day of each calendar month during the term of this Contract. Quarterly reporting must be

submitted on or before the 10th day of each calendar quarter during the term of this Contract. Subrecipient must submit Progress Reports using the **Progress Report Form**.

- (b) Progress Reports must include:
 - (1) a brief statement of the overall progress since the preceding Progress Report of each task identified on the Work Plan;
 - (2) a brief description of any problems encountered during the previous reporting period that will affect the Work Plan, delay the completion of any portion of this Contract, or inhibit the completion of or cause any changes to Work Plan objectives; and
 - (3) a description of any action Subrecipient plans to undertake to correct any problems that have been encountered; and
- (c) Subrecipient must submit a **Project Closeout Form** upon completion of the Project.

4.04 DELIVERABLES

- (a) Subrecipient shall electronically submit the Deliverables set forth in the Work Plan in **Attachment A**, in the time and manner specified therein, to the Project Manager. The GLO may require Subrecipient to conform any data presentation or product funded under this Contract to reflect GLO comments.
- (b) Subrecipient may request changes to Deliverable due dates by submitting a written request and detailed justification to the Project Manager for GLO review and approval or denial. Deliverable due date change requests, approvals, and denials must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. The Project Manager shall include copies of all Deliverable due date change requests, approvals, and denials in the GLO's project file. Such changes may require the approval of NOAA, which may cause significant delays. The Grant Administrator will inform Subrecipient in writing if the request is approved.

4.05 REIMBURSEMENT REQUESTS

- (a) Except for its final reimbursement request, Subrecipient shall submit reimbursement requests either monthly, on or before the 10th day of each month, or quarterly, on or before the 10th day of each quarter, as required in **Attachment A**.
- (b) Reimbursement requests must:
 - (1) prominently display "GLO Contract No. **25-003-009-E702**";
 - (2) be submitted on the GLO-approved standard form to cmprereceipts@glo.texas.gov;
 - (3) be supported by an invoice detailing each expense by Budget category in accordance with the Budget in **Attachment A**;
 - (4) include a timesheet or a payroll clearing account spreadsheet; and
 - (5) provide such other information as the GLO may request.

- (c) Subrecipient's failure to submit reimbursement requests as instructed in this section may significantly delay reimbursement. Reimbursement requests must be supported by actual receipts, cancelled checks, or such other documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred. If no Contract expenses have been incurred in a given period, Subrecipient shall submit a zero-dollar (\$0.00) reimbursement request.
- (d) Subrecipient's indirect costs may not exceed the amount for such costs set forth in **Attachment A**. Subrecipient may not charge "other operating costs" (including administrative costs, computer usage fees, etc.) in addition to indirect costs if such costs are already included in the calculation to determine Subrecipient's indirect cost rate.
- (e) Except for its final reimbursement request, Subrecipient must submit reimbursement requests no later than ninety (90) days from the date Subrecipient incurs the expenses listed therein. Subrecipient must submit its final reimbursement request within ninety (90) days from the date Subrecipient incurs its last reimbursable Project expense. The GLO may deny reimbursement requests Subrecipient fails to submit in a timely manner.
- (f) The GLO may deny reimbursement requests if Subrecipient fails to submit Deliverables or Progress Reports by their due dates. If the GLO denies reimbursement, Subrecipient shall resubmit the reimbursement request after the date the overdue Deliverable or Progress Report is submitted.

4.06 TRAVEL EXPENSES

- (a) The GLO will not reimburse Subrecipient for travel expenses of any kind without prior written GLO approval. The GLO will only reimburse travel expenses directly attributable to Subrecipient's performance under this Contract at the rates established or adopted by the Comptroller, as outlined in the Travel Regulations.
- (b) **Subrecipient understands and acknowledges that any travel expense reimbursement by the GLO is not a per diem. The GLO will only reimburse actual, allowable expenses in accordance with the Travel Regulations. Subrecipient must submit itemized receipts to support any request for travel expense reimbursement.**

4.07 MATCH DOCUMENTATION

- (a) Subrecipient shall submit local and/or third-party match documentation to the GLO with each submitted reimbursement request. Subrecipient must submit match documentation in Compliant Format via email to the Project Manager.
- (b) Match documentation must:
 - (1) be submitted on the GLO-approved standard form to cmpreceipts@glo.texas.gov;
 - (2) include details of each expense by Budget category, in accordance with the Budget in **Attachment A**; and
 - (3) provide such other information as the GLO may request.
- (c) Subrecipient shall clearly identify match funding documentation. Match documentation must be supported by actual receipts, cancelled checks, or other

documentation that, in the GLO's judgment, allows for full substantiation of the costs incurred. If no Contract expenses have been incurred in a given period, Subrecipient shall submit a zero-dollar (\$0.00) reimbursement request. The GLO may deny reimbursement requests if Subrecipient has not submitted proper match documentation.

4.08 BUDGET VARIANCE

- (a) To the extent permitted under 2 C.F.R. § 200.308, Subrecipient may re-budget within the approved Budget to meet unanticipated requirements; however, some post-award budget changes may require the GLO's prior written approval pursuant to applicable regulations.
- (b) Where prior written approval is not required, Subrecipient must give notice to the GLO within thirty (30) days of any changes to the Budget. Where prior written approval is required, Subrecipient may request permission to change the Budget by submitting a **Budget Amendment Form** and written justification to cmpr receipts@glo.texas.gov.
- (c) Such reallocations may not increase or decrease the amount of the CMP grant funds or the total Budget amount and will be effective only upon GLO approval. The GLO will notify Subrecipient in writing if the request is approved or denied. Reallocation requests, approvals, and denials must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. The Project Manager will include copies of all reallocation requests, approvals, and denials in the GLO's project file.
- (d) To request any budget changes increasing or decreasing the total Budget amount, Subrecipient shall submit a written justification to the Project Manager. If approved, the budget change shall be incorporated through a formal, written Amendment to the Contract as mutually agreed to by the Parties.
- (e) **Subrecipient shall submit to the Project Manager a final, actual Budget no later than ninety (90) days following the expiration or termination of the Contract.**

4.09 WITHHOLDING

To ensure full performance of the Project, the GLO may withhold an amount equal to five percent (5%) of the Budget until Subrecipient's delivery, and GLO's approval, of all Deliverables required herein. The GLO shall make a final disbursement only upon receipt of documentation sufficient to demonstrate Subrecipient has completed the Project in accordance with the Work Plan and fulfilled all requirements of the Contract.

4.10 EQUIPMENT

Subrecipient shall not purchase any Equipment without prior consultation and written approval from GLO staff. Following Project completion and only upon the GLO's written request, Subrecipient shall transfer to the GLO possession of all Equipment listed in the written request. Title to the listed Equipment shall transfer to the GLO upon the GLO's receipt of the Equipment. Subrecipient shall retain title to and possession of any Equipment unless and until transferred to the GLO. Subrecipient shall furnish, with its final reimbursement request, a list of all Equipment purchased with funds under the

Contract, including the name of the manufacturer, model number, and serial number. The disposition of any Equipment shall follow the Administrative and Audit Regulations. Equipment purchases will not be permitted within six (6) months of project termination.

4.11 AUDIT COMPLIANCE

- (a) Subrecipient must obtain annual audits and comply with all audit requirements set forth in 2 C.F.R. Part 200, Subpart F, if Subrecipient expends \$750,000.00 or more in federal awards during each of Subrecipient's fiscal years of funding. If applicable, Subrecipient shall complete and return the **Audit Reporting Form** no later than September 1 of each year until the Contract is terminated. Subrecipient must comply with all audit requirements set forth in TxGMS.
- (b) All records related to this Contract, and any Deliverables produced by Subrecipient or its Subcontractors in relation to this Contract, shall be subject to the Administrative and Audit Regulations, including 2 C.F.R. Part 200.

4.12 ADDITIONAL GRANT COMPLIANCE REQUIREMENTS

Subrecipient shall comply with all applicable state and federal laws, rules, regulations, and terms and conditions relating to grant administration. Subrecipient understands and agrees to the terms included in the Attachments and all other terms in this Contract that require assurances, affirmations, acknowledgments, actions, activities, and special conditions to fulfill state and federal legal requirements. The information included in this Contract is current as of its effective date. However, Subrecipient shall ensure it complies with applicable legal requirements identified in the Attachments and all other applicable laws, rules, and regulations at all times.

ARTICLE 5. FEDERAL AND STATE FUNDING, RECAPTURE, AND OVERPAYMENT

5.01 FEDERAL FUNDING

- (a) Funding for this Contract is made available to the State of Texas through a federal financial assistance award pursuant to the Coastal Zone Management Act of 1972, 16 U.S.C. § 1451 et seq. The fulfillment of this Contract is based on these federal funds being made available to the GLO as the lead administrative state agency. All expenditures under this Contract must be made in accordance with this Contract, the CMP, the terms and conditions of the Federal Award, and all other applicable laws, rules, and regulations. All funds are subject to recapture and repayment for non-compliance.
- (b) Subrecipient must have an active Unique Entity Identifier ("UEID") and a Commercial and Government Entity ("CAGE") code. Subrecipient must provide a screen print showing its UEID and CAGE code and registration expiration date to the GLO for use in various grant reporting documents. A UEID and CAGE code may be obtained via the System for Award Management website at: <https://www.sam.gov>.

5.02 STATE FUNDING

- (a) This Contract shall not be construed as creating any debt on behalf of the State of Texas and/or the GLO in violation of Article III, Section 49, of the Texas Constitution. In compliance with Article VIII, Section 6 of the Texas Constitution, all obligations of the GLO hereunder are subject to the availability

of state funds. If such funds are not appropriated or become unavailable, the GLO may terminate this Contract. In that event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.

- (b) Any claim by Subrecipient for damages under this Contract may not exceed the amount due and owing Subrecipient or the amount of funds appropriated for payment, but not yet paid to Subrecipient under the annual budget in effect at the time of the breach. Nothing in this Contract shall be construed as a waiver of sovereign immunity.

5.03 RECAPTURE OF FUNDS

The discretionary right of the GLO to terminate for convenience under **Section 3.02** notwithstanding, the GLO may terminate the Contract and recapture, and Subrecipient must reimburse, any payments made by the GLO that (i) exceed the maximum allowable rates; (ii) are not allowed under applicable laws, rules, and regulations; or (iii) are otherwise inconsistent with this Contract, including any unapproved expenditures.

5.04 OVERPAYMENT

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

5.05 COMPLIANCE WITH TxGMS

Subrecipient must comply with, and ensure each Sub-grantee complies with, the provisions of TxGMS that apply to local government grantees, notwithstanding the definition of "local government" in Section 783.003(3) of the Texas Government Code, except that a nonprofit organization institution of higher education may comply with the alternate provisions specific to that type of entity where specified in TxGMS.

ARTICLE 6. INTELLECTUAL PROPERTY

6.01 OWNERSHIP

The GLO and Subrecipient shall jointly own, without limitation, all right, title, and interest in and to all reports, drafts of reports, data, drawings, computer programs and codes, and/or any other information or materials acquired or developed under this Contract with each Party having an unlimited right to access and use, and authorize or license third parties to access and use, all such information and materials without the necessity of obtaining authorization from the other Party and without expense, charge, or accounting to the other Party.

6.02 INTELLECTUAL PROPERTY

- (a) The GLO and Subrecipient shall retain, both during and after the term of this Contract, exclusive ownership of all rights, title, and interest in and to, their respective pre-existing Intellectual Property as of the effective date of this Contract. This Contract will not be interpreted or deemed as causing the parties to become joint owners of any such pre-existing Intellectual Property.

- (b) The GLO and the State of Texas each has the right to use, reproduce, publish, publicly display, distribute and create derivative or new works and otherwise use, exploit, or authorize others to use or exploit for government purposes all reports, drafts of reports, data, drawings, computer programs, codes and any other work associated with this Contract, and exercise any intellectual property rights, without obtaining authorization from the other Party and without expense, charge, or accounting to the other Party.
- (c) The Subrecipient may obtain intellectual property rights for any work that is subject to intellectual property rights and was developed, or for which ownership was purchased, under this Contract, only if the GLO and the State of Texas each are granted a worldwide, royalty free, non-exclusive, fully paid-up, and irrevocable license to reproduce, publish, publicly display, distribute and create derivative or new works and otherwise use, exploit, or authorize others to use or exploit for government purposes all reports, drafts of reports, data, drawings, computer programs, codes and or any other work associated with this Contract.
- (d) Subrecipient must give the GLO and the State of Texas, as well as any person designated by the GLO or the State of Texas, all assistance required to perfect the rights granted to the GLO and the State of Texas herein without any charge or expense beyond the stated amount payable to Subrecipient for the work authorized under this Contract.
- (e) The Contract in no way creates an obligation on behalf of the GLO or the State of Texas to obtain or enforce any intellectual property right that may be created under this Contract.

6.03 INTELLECTUAL PROPERTY RIGHTS OF THE U.S. GOVERNMENT

- (a) Subrecipient grants to the U.S. Government a royalty-free, non-exclusive, fully paid-up and irrevocable license to use, reproduce, publish, and modify any intellectual property to which rights are granted or assigned to the GLO under this Contract.
- (b) **In no event shall the GLO, the State of Texas, or the U.S. Government be charged or required to pay for the use of any data, intellectual property, or any other information or materials acquired or developed under this Contract.**

6.04 NON-ENDORSEMENT

Subrecipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts, or other publications) that states or implies GLO, State of Texas, U.S. Government, or government employee endorsement of a product, service, or position that Subrecipient represents. No release of information relating to this Project or CMP grant may state or imply that the GLO, the State of Texas, or the U.S. Government approves of Subrecipient's work products, or considers Subrecipient's work product to be superior to other products or services.

6.05 PUBLICATION DISCLAIMERS REQUIRED

The specific acknowledgements and funding statements that must be included in certain publications funded in connection with this Contract are set forth in **Article 10** herein.

ARTICLE 7. RECORDS, AUDIT, RETENTION, AND DISCLOSURE

7.01 BOOKS AND RECORDS

Subrecipient shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records sufficient to allow the GLO, the Texas State Auditor's Office, the U.S. Government, and/or their authorized representatives to determine Subrecipient's compliance with the terms and conditions of this Contract and all applicable laws, rules, and regulations.

7.02 INSPECTION AND AUDIT

- (a) All records related to this Contract, including records of Subrecipient and its Subcontractors, shall be subject to the Administrative and Audit Regulations.
- (b) The State Auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract or subaward agreement under the Contract. Acceptance of funds directly under the Contract or indirectly through a subcontract or subaward agreement under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the State Auditor must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. The Comptroller General, the Government Accountability Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of inspection. Subrecipient shall cooperate fully with federal and state entities in the conduct of inspection, examination, audit, and copying, including providing all information requested. Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors or Sub-grantees through Subrecipient and the requirement to fully cooperate with federal and state entities is included in any subcontract or subaward agreement it awards.
- (c) State agencies authorized to audit and inspect Subrecipient, its records, its Subcontractors, its Subcontractors' records, its Sub-grantees, and its Sub-grantees' records include the GLO, the GLO's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, the Comptroller, and their authorized designees. With regard to any federal funding, federal agencies authorized to audit and inspect Subrecipient, its records, its Subcontractors, its Subcontractors' records, its Sub-grantees, and its Sub-grantees' records include: U.S. Department of Commerce, any other relevant federal agency(ies), the Office of the Comptroller General of the United States, the Government Accountability Office, the Office of Inspector General, and their authorized designees.

7.03 PERIOD OF RETENTION

Each Party shall retain in its records this Contract and all documents related to this Contract. Unless a longer retention period is specified by applicable federal law or regulation, the Parties may destroy the Contract and related documents only after the seventh anniversary of the date: 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 related documents are resolved. The GLO reserves the right to direct Subrecipient to retain documents for a longer period of time or transfer certain records to the GLO's custody when the GLO determines the records possess longer-term retention value. Subrecipient must include the substance of this clause in all subawards and subcontracts.

7.04 PUBLIC RECORDS

The GLO shall post this Contract to the GLO's website. Subrecipient understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the "PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. In accordance with Section 2252.907 of the Texas Government Code, Subrecipient is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (".pdf") format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Subrecipient believes to be excepted from disclosure as "confidential" or a "trade secret," Subrecipient waives any and all claims it may make against the GLO for releasing such information without prior notice to Subrecipient. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Subrecipient shall notify the GLO's Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov. If a request for information was not written, Subrecipient shall forward the third party's contact information to the above-designated e-mail address.

7.05 CONFIDENTIALITY

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

ARTICLE 8. EVENTS OF DEFAULT AND REMEDIES

8.01 EVENTS OF DEFAULT

Each of the following events shall constitute an Event of Default under this Contract: (i) Subrecipient fails to comply with any term, covenant, or provision contained in this Contract or fails to comply with applicable federal, state, or local law or regulation; (ii) Subrecipient makes a general assignment for the benefit of creditors or takes any similar action for the protection or benefit of creditors; or (iii) Subrecipient makes a materially incorrect or false representation or warranty in this Contract, the Work Plan, any reimbursement request, any report submitted to the GLO, or any other document related to the Project or Contract.

8.02 REMEDIES; NO WAIVER

Upon the occurrence of any Event of Default, the GLO may exercise any legal or equitable right or remedy available to it. A right or remedy conferred by this Contract upon either Party is not intended to be exclusive of any other right or remedy, and each right and remedy shall be cumulative and in addition to any other right or remedy given under this Contract, or hereafter legally existing upon the occurrence of an Event of Default. The failure of the GLO either to insist at any time upon the strict observance or performance of any of the provisions of this Contract, or to exercise any right or remedy as provided in this Contract, shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof with respect to subsequent defaults.

ARTICLE 9. DATA COLLECTION AND DELIVERY

9.01 GEOGRAPHIC INFORMATION SYSTEMS

Data, databases, and products associated with electronic Geographic Information Systems (GIS) that have been collected, manipulated, or purchased with CMP grant funds and/or local match funds will be subject to all applicable terms of Texas Administrative Code, Title 1, Rule §205.10, State Agency Geographic Information Standards, available at: [https://texreg.sos.state.tx.us/public/readtac\\$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_floc=&p_ploc=&pg=1&p_tac=&ti=1&pt=10&ch=205&rl=10](https://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_floc=&p_ploc=&pg=1&p_tac=&ti=1&pt=10&ch=205&rl=10).

9.02 TRANSFER OF DATA

Any GIS data to be transferred or exchanged that is collected, manipulated, or purchased with CMP grant funds must be documented as specified in the Federal Geographic Data Committee's (FGDC) Content Standard for Digital Geospatial Metadata (CSDGM). The federal metadata standard is available at: <https://www.fgdc.gov/metadata/csdgm>.

9.03 FORMAT

Any electronic spatial data collected, manipulated, or purchased with CMP grant funds and/or local match funds shall be transferred in a mutually acceptable GIS format approved by the Parties in writing, along with appropriate documentation. Non-spatial data deliverables (textual, spreadsheet, database, etc.) must be delivered in standard text, image, or database formats, and on mutually acceptable delivery media.

ARTICLE 10. PUBLICATIONS AND FUNDING ACKNOWLEDGEMENTS

10.01 PUBLICATIONS

- (a) If Subrecipient or its employee(s) use NOAA financial assistance to publish any reports or other materials (including website materials) completed as a result of this Contract, Subrecipient shall ensure that the publication bears the following statement, as well as the NOAA and CMP logos, on the cover or title page:

"This (publication/report/website) was funded ("in part" if appropriate) by a Texas Coastal Management Program grant approved by the Texas Land Commissioner, providing financial assistance under the Coastal Zone Management Act of 1972, as amended, awarded by the National Oceanic and Atmospheric Administration (NOAA), Office for Coastal Management, pursuant to NOAA Award No. NA24NOSX419C0025. The views expressed herein are those of the author(s) and do not necessarily reflect the views of NOAA, the U.S. Department of Commerce, or any of their subagencies."

- (b) If Subrecipient or its employee(s) use NOAA financial assistance to publish a paper based in whole or in part on the work funded by this Contract, Subrecipient shall ensure that the paper bears the following statement, as well as, if possible, the NOAA and CMP logos on the cover or title page:

“This paper was funded (“in part” if appropriate) by financial assistance provided by the Coastal Zone Management Act of 1972, as amended, administered by the National Oceanic and Atmospheric Administration (NOAA), Office for Coastal Management, pursuant to NOAA Award No. **NA24NOSX419C0025**. The views expressed herein are those of the author(s) and do not necessarily reflect the views of NOAA, the U.S. Department of Commerce, or any of their subagencies.”

- (c) If Subrecipient or its employee(s) use NOAA financial assistance to produce signage, Subrecipient shall ensure that all signage bears the following statement, as well as the NOAA and CMP logos:

“This project was funded (“in part” if appropriate) by a Texas Coastal Management Program grant approved by the Texas Land Commissioner, providing financial assistance under the Coastal Zone Management Act of 1972, as amended, awarded by the National Oceanic and Atmospheric Administration (NOAA), Office for Coastal Management, pursuant to NOAA Award No. **NA24NOSX419C0025**.”

- (d) When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with NOAA financial assistance, Subrecipient shall ensure such document includes the NOAA and CMP logos on the front cover or title page and includes the following statement:

“This (project/program) was funded (“in part” if appropriate) by a Texas Coastal Management Program grant approved by the Texas Land Commissioner, providing financial assistance under the Coastal Zone Management Act of 1972, as amended, awarded by the National Oceanic and Atmospheric Administration (NOAA), Office for Coastal Management, pursuant to NOAA Award No. **NA24NOSX419C0025**.”

10.02 SIGNAGE

- (a) If Subrecipient uses CMP grant funds for construction or other permanent improvements, Subrecipient shall provide and erect temporary signs during the construction phase of such improvements that include the NOAA and CMP logos and contain the following language:

“Construction was made possible by a grant provided under the Coastal Zone Management Act of 1972, as amended, awarded by the National Oceanic and Atmospheric Administration, Office for Coastal Management, and approved by the Texas Land Commissioner under the Texas Coastal Management Program.”

- (b) At the completion of construction, Subrecipient shall replace the temporary signs with permanent signs, to be provided by the GLO. Subrecipient must erect permanent signs for projects that include land acquisition.

ARTICLE 11. LAND ACQUISITIONS AND IMPROVEMENTS

11.01 PROPERTY STANDARDS

Any property Subrecipient improves or acquires under the Contract shall be governed by the requirements of 2 C.F.R. Part 200. The use and disposition of property acquired under the Contract must comply with 2 C.F.R. Part 200 and the terms and conditions of the Federal Award.

11.02 LAND ACQUISITION

(a) If Subrecipient acquires private land with CMP grant funds, Subrecipient shall have such land surveyed in the following manner:

1. **Inland Surveys.** Any parcel of land that does not abut any waters and is acquired by lot and block may be surveyed by a Registered Professional Land Surveyor ("RPLS") as that term is defined in Chapter 1071 of the Texas Occupations Code. The survey must meet the requirements of a Category 1A, Land Title Survey, as defined in the *Manual of Practice for Land Surveying in Texas*. Any survey conducted by an RPLS under this Section must be accompanied by copies of each recorded subdivision plat that includes any portion of the area to be acquired, and appropriate deeds and other documents referenced on the survey plat. Subrecipient shall record all surveys required under this subsection in the records of the County Surveyor (or the records of the County Clerk if there is no County Surveyor) of the county in which the land is located.
2. **Surveys of Land Abutting Water.** Any parcel of land Subrecipient acquires with funds under the Contract, other than land described in Section 11.02(a)(1) above, must be surveyed by a licensed state land surveyor ("LSLS") as that term is defined in Chapter 1071 of the Texas Occupations Code. The survey must meet the requirements of a Category 1A, Land Title Survey, as defined in the *Manual of Practice for Land Surveying in Texas*. Any survey conducted by an LSLS under this Section must be accompanied by copies of each recorded subdivision plat that includes any portion of the area to be acquired, and appropriate deeds and other documents referenced on the survey plat. Subrecipient shall record all surveys required under this subsection in the records of the County Surveyor (or the records of the County Clerk if there is no County Surveyor) of the county in which the land is located. A survey of land described in this Section 11.02(a)(2), must contain the following statement:

"This survey does not, nor is it intended to be used to, identify, delineate, or fix the line of vegetation or the landward boundary of the public beach."

3. **Coastal Boundary Surveys.** If a coastal boundary survey is required for the Project, the coastal boundary survey must be performed in accordance with Texas Natural Resources Code Section 33.136. For surveys of tracts on or adjacent to Gulf beaches, maps, surveys, and/or profiles shall not delineate or map vegetation, the line of vegetation, or the landward boundary of the public beach. Such maps, surveys, and/or profiles shall also not include any mention of the location of the line of vegetation or the boundary of the public beach. For any work funded in whole or part by CMP funds, vegetation, the line of

vegetation, and/or the landward boundary of the public beach can only be mapped, delineated, or described with specific written authorization from the GLO. The coastal boundary survey must contain the following statement:

"This survey does not, nor is it intended to be used to, identify, delineate, or fix the line of vegetation or the landward boundary of the public beach."

- (b) Subrecipient shall encumber land acquired with CMP grant funds with deed restrictions or a conservation easement in a form approved by the GLO that will protect the land and its natural resources and preserve the public use and benefit of the land. Subrecipient must include the language specified by the GLO.
- (c) Appraisals for land acquired with CMP grant funds must be completed in accordance with the Uniform Appraisal Standards for Federal Land Acquisitions ("Yellow Book"), <http://www.justice.gov/enrd/land-ack/Uniform-Appraisal-Standards.pdf>.
- (d) The survey, appraisal, deed, deed restrictions, and conservation easement (if any) must be approved by the GLO. **The GLO will not "hold" an easement or accept a third-party right of enforcement.**

11.03 IMPROVEMENTS

- (a) Prior to any construction undertaken under this Contract, Subrecipient shall deliver to the GLO one (1) copy of the final construction contract documents, including the project manual containing the technical specifications and drawings. Any construction that will be undertaken with funding from this Contract shall be completed in compliance with the final construction contract documents approved by the GLO, and all applicable codes and standards.
- (b) Prior to any construction undertaken under the Contract, Subrecipient shall deliver to the GLO one (1) copy of Plans to be used for the Project. Any construction to be undertaken with funding from the Contract shall be completed in compliance with final Plans approved by the GLO.
- (c) Upon completion of construction, Subrecipient shall submit a set of record ("as-built") drawings to document the final construction, as well as photographs of the completed construction, in the Final Report.
- (d) Subrecipient may not remove any improvements constructed with funds provided under this Contract, unless the federal awarding agency is compensated in accordance with 2 C.F.R. Part 200.

11.04 DEED LANGUAGE AND RESTRICTIONS

- (a) If Subrecipient uses funds under the Contract to acquire land, the acquisition deed shall contain language approved by the GLO that will protect the land and its natural resources and preserve the public use and benefit of the land. Subrecipient shall include language specified by the GLO in each such deed.
- (b) If Subrecipient uses funds under the Contract to improve public or private real property, Subrecipient must file in the real property records of the county where the property is located, a memorandum of restrictions, conservation servitudes, or conservation easement, in a form acceptable to the GLO, that will protect the land

and its natural resources, preserve the public use and benefit of the land, and notify third parties of the restrictions. Subrecipient must include language specified by the GLO in each such memorandum, easement, or other document of conservation servitudes or restrictions.

11.05 GLO APPROVAL OF REAL ESTATE DOCUMENTS

Subrecipient must obtain the GLO's prior written approval of any survey, appraisal, conservation easement, memorandum of restrictions, deed, or other real estate document or deliverable required under the Contract. Subrecipient must also submit a copy of each recorded document to the Project Manager.

ARTICLE 12. MISCELLANEOUS PROVISIONS

12.01 CONTRACT AMENDMENT

Unless otherwise provided herein, any revision to this Contract must be made by formal, written Contract Amendment, executed by both Parties and, if required by federal law, approved by NOAA.

12.02 LEGAL OBLIGATIONS

Subrecipient shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Subrecipient for the performance of this Contract. Subrecipient shall pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Subrecipient shall pay all such government obligations not paid by its Subcontractors or Sub-grantees during performance of this Contract. Subrecipient shall not commence construction of the Project until it has obtained the requisite licenses and/or permits. **Subrecipient shall include copies of such licenses and permits as a part of the Progress Report, as defined in this Contract, for the period during which they are obtained.**

12.03 TAXES, WORKERS COMPENSATION, UNEMPLOYMENT INSURANCE

- (a) Subrecipient shall be solely liable and responsible for payment of Subrecipient's and Subrecipient's employees' taxes of whatever kind, arising out of the execution or performance of the Contract. Subrecipient shall comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. The GLO and the State of Texas shall not be liable to Subrecipient or its officers, agents, employees, representatives, contractors, assignees, designees, or others for the payment of taxes, or the provision of unemployment insurance, workers' compensation, or any benefit available to a state employee or employee of another governmental entity.
- (b) To the extent permitted by law, Subrecipient shall indemnify, defend, and hold harmless the State of Texas, the GLO, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from and against any and all liability, actions, claims, demands, damages, proceedings, or suits, and all related costs, attorney fees, and expenses arising out of, connected with, or resulting from tax liability, unemployment insurance, or workers' compensation in the execution or performance of the Contract. Subrecipient and the GLO shall furnish timely written notice to each other of any such claim. Subrecipient shall

be liable to pay all costs of defense including attorneys' fees. Subrecipient shall coordinate its defense with the Office of the Attorney General if the GLO or another Texas state agency is named defendants in any lawsuit and Subrecipient may not agree to any settlement without first obtaining the written consent of the Office of the Attorney General.

12.04 INDEMNITY AND LIABILITY

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

12.05 ASSIGNMENT, SUBCONTRACTS, SUBAWARD AGREEMENTS, AND PROCUREMENT PROCEDURES

- (a) Subrecipient shall not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of the GLO, and any attempted or purported assignment, transfer, or delegation thereof without such consent shall be null and void. Notwithstanding this provision, it is mutually understood and agreed that Subrecipient may enter into subcontracts and subaward agreements with others for some or all of the work to be performed. In no event may Subrecipient delegate or transfer its responsibility for use of the funds under this Contract.
- (b) Subrecipient is responsible for upholding the integrity of the procurement process and must comply with all applicable procurement procedures and standards as required by federal and state law and regulation, including 2 C.F.R. Part 200, the terms and conditions of the Federal Award, and TxGMS in connection with any subaward and subcontract it awards, including provisions relating to conflict of interest standards and procurement by noncompetitive proposals. In any subaward, Subrecipient shall require the Sub-grantee to comply with all applicable procurement procedures and standards required by state law or regulation and with TxGMS procurement procedures and standards applicable to a local government grantee, notwithstanding the definition of "local government" in Section 783.003(3) of the Texas Government Code, except that if a Sub-grantee is a nonprofit organization or an institution of higher education, that Sub-grantee may comply with the alternate provisions specific to that type of entity where specified in TxGMS.
- (c) In any approved subcontracts or subaward agreements, Subrecipient shall legally bind any such Subcontractors or Sub-grantees to perform, and make such Subcontractors or Sub-grantees subject to, all applicable duties, requirements, and obligations of Subrecipient as specified in this Contract and TxGMS, including applicable procurement procedures and standards. Nothing in this Contract shall be construed to relieve Subrecipient of the responsibility for ensuring that Subrecipient and/or any of its Subcontractors or Sub-grantees complies with all applicable terms and conditions of this Contract and TxGMS. **Subrecipient must submit a copy of each subcontract and subaward agreement to the GLO within ten (10) business days after execution.**

- (d) The GLO and the NOAA shall have the right to initiate communications with any Subcontractor or Sub-grantee. Subrecipient shall ensure each subaward and subcontract includes a provision granting the GLO and NOAA access to any books, documents, papers, and records of a Subcontractor or Sub-grantee which are directly pertinent to the Project or Contract. Such communications may be required to conduct audits and examinations and gather additional information as provided in the Administrative and Audit Regulations.

12.06 RELATIONSHIP OF THE PARTIES

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

12.07 FEDERAL REGULATORY REQUIREMENTS

Subrecipient shall make itself familiar with and comply with the federal regulatory requirements for federal financial assistance awards included in the Code of Federal Regulations.

12.08 COMPLIANCE WITH CMP RULES

In the performance of this Contract, Subrecipient shall comply with the CMP Rules and shall ensure that the performance of all Subcontractors and Sub-grantees is in compliance therewith.

12.09 FEDERAL ASSURANCES AND CERTIFICATIONS

Subrecipient certifies it has reviewed the Federal Assurances and Certifications in **Attachment C** and that Subrecipient is in compliance with all the requirements contained therein. Subrecipient certifies that it is in compliance with any other applicable federal laws, rules, or regulations pertaining to this Contract.

12.10 GENERAL AFFIRMATIONS

To the extent they apply, Subrecipient certifies it has reviewed the General Affirmations in **Attachment B** and that Subrecipient is in compliance with all the requirements contained therein.

12.11 COMPLIANCE WITH OTHER LAWS

In its performance under this Contract, Subrecipient shall comply with all applicable federal, state, county, and city laws, statutes, ordinances, and regulations. Subrecipient shall make itself familiar with and at all times shall observe and comply with all federal,

state, and local laws, ordinances, and regulations that in any manner affect performance under this Contract. Subrecipient is deemed to know of and understand all applicable laws, statutes, ordinances, and regulations.

12.12 HISTORICALLY UNDERUTILIZED BUSINESSES

In accordance with State law, it is the GLO's policy to assist Historically Underutilized Businesses ("HUBs") whenever possible, to participate in providing goods and services to the GLO. The GLO encourages Subrecipient to adhere to this same philosophy in selecting Subcontractors to assist in fulfilling Subrecipient's performance under the Contract. The GLO encourages Subrecipients to partner with certified HUBs that participate in the Comptroller's Mentor Protégé Program. More information on this program is available on the Comptroller's website.

12.13 NOTICES

Notices required under this Contract shall be deemed delivered when deposited either in the U.S. mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the address indicated below:

GLO:

Texas General Land Office
1700 N. Congress Avenue, Mail Code 158
Austin, TX 78701
Attention: Contract Management Division

With a copy to:

Texas General Land Office
1700 N. Congress Avenue, Room 330
Austin, TX 78701
Attention: CMP Grant Administrator

Subrecipient:

Calhoun County
211 S. Ann Street
Port Lavaca, TX 77979
Attention: County Judge

Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. For notices, either Party may change its address or the name to which the notice should be sent to the attention of by written notice to the other Party as herein provided.

12.14 GOVERNING LAW AND VENUE

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

12.15 SEVERABILITY

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

12.16 DISPUTE RESOLUTION

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

12.17 INFRINGEMENT

If Subrecipient becomes aware of an actual or potential claim of infringement of any United States patent, copyright, trade or service mark, or any other intellectual or intangible property right that occurs in the execution or performance of the Contract, or the GLO provides Subrecipient with notice of such claim, Subrecipient may (or in the case of an injunction against the GLO, shall), at Subrecipient's sole option and expense: (i) procure for the GLO the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with a functionally equivalent or superior product or service so that the GLO's use is non-infringing.

12.18 FORCE MAJEURE

Except with respect to the obligation of payments under this Contract, if either Party, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant shall be suspended, and the affected Party shall not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure shall promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice shall set forth the extent and duration thereof. The Party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and shall resume performance at the earliest possible date. However, if non-performance continues for more than thirty (30) days, the GLO may, at its sole discretion, terminate this Contract immediately upon written notification to Subrecipient.

12.19 ENTIRE CONTRACT AND MODIFICATIONS

This Contract and its Attachments constitute the entire agreement of the Parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection

with the subject matter hereof. Any additional or conflicting terms in such Attachments shall be harmonized with this Contract to the extent possible. Unless an Attachment specifically displays a mutual intent to amend part of this Contract, conflicts in language shall be construed consistently with the terms of this Contract. Except as otherwise provided herein, this Contract may only be amended by a mutual, written agreement executed by the Parties' authorized representatives.

12.20 PROPER AUTHORITY

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

12.21 COUNTERPARTS

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

12.22 CHILD SUPPORT OBLIGATION

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

12.23 CYBERSECURITY TRAINING PROGRAM (LOCAL GOVERNMENT SYSTEM)

If Subrecipient is a local government as defined in Chapter 2054 of the Texas Government Code, Subrecipient represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database.

12.24 DISCLOSURE PROTECTIONS FOR CERTAIN CHARITABLE ORGANIZATIONS, CHARITABLE TRUSTS, AND PRIVATE FOUNDATIONS

If Subrecipient is a governmental entity as defined in Chapter 2252 of the Texas Government Code, Subrecipient represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

12.25 LAW ENFORCEMENT AGENCY GRANT RESTRICTION

If Subrecipient is a law enforcement agency regulated by Chapter 1701 of the Texas Occupations Code, Subrecipient represents and warrants that it will not use appropriated

money unless Subrecipient is in compliance with all rules adopted by the Texas Commission on Law Enforcement ("TCOLE"), or TCOLE certifies that it is in the process of achieving compliance with such rules.

12.26 LIMITATIONS ON GRANTS TO UNITS OF LOCAL GOVERNMENT

Subrecipient 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, as defined in the Texas General Appropriations Act, Article IX, Section 4.04 (2022-2023 Biennium), 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, Article IX, except there is no requirement for increased salaries for local government employees;
- (b) Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and
- (c) Sections 2113.012 and 2113.101 of the Texas Government Code.

12.27 LOBBYING EXPENDITURE RESTRICTION

Subrecipient represents and warrants that the GLO's payments to Subrecipient and Subrecipient's receipt of appropriated or other funds under the Contract are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code, which restrict lobbying expenditures.

12.28 NO CONFLICTS OF INTEREST

Subrecipient represents and warrants that performance under the Contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Subrecipient represents and warrants that in the administration of the grant, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code, if applicable. If circumstances change during the course of the Contract, Subrecipient shall promptly notify the GLO.

12.29 OPEN MEETINGS

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

12.30 POLITICAL POLLING PROHIBITION

Subrecipient represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity which performs political polling, except that this prohibition does not apply to a poll conducted by an academic institution as a part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

12.31 PUBLIC CAMPING BAN

If Subrecipient is a local entity as defined in Chapter 364 of the Texas Local Government Code, Subrecipient certifies that it has not received a final judicial determination finding that it intentionally adopted or enforced a policy that prohibited or discouraged the

enforcement of a public camping ban in an action brought by the Attorney General under Section 364.003 of the Texas Local Government Code. If Subrecipient is currently being sued under the provisions of Section 364.003 of the Local Government Code, or is sued under this section at any point during the duration of this Contract, Subrecipient must immediately disclose the lawsuit and its current posture to the GLO.

12.32 REPORTING COMPLIANCE

Subrecipient represents and warrants that it will submit timely, complete, and accurate reports in accordance with the Contract and maintain appropriate backup documentation to support the reports.

12.33 REPORTING SUSPECTED FRAUD AND UNLAWFUL CONDUCT

Subrecipient represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

12.34 SUBAWARD AND SUBCONTRACT MONITORING

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

12.35 SCIENTIFIC INTEGRITY

- (a) *Maintaining Integrity.* The Subrecipient shall maintain the scientific integrity of research performed pursuant to this Contract, including the prevention, detection, and remediation of any allegations regarding the violation of scientific integrity or scientific and research misconduct, and the conduct of inquiries, investigations, and adjudications of allegations of violations of scientific integrity or scientific and research misconduct. All the requirements of this provision flow down to Subcontractors and Sub-grantees.
- (b) *Peer Review.* The peer review of the results of scientific activities under a NOAA grant, financial assistance award, or cooperative agreement shall be accomplished to ensure consistency with NOAA standards on quality, relevance, scientific integrity, reproducibility, transparency, and performance. NOAA will ensure that peer review of "influential scientific information" or "highly influential scientific assessments" is conducted in accordance with the Office of Management and Budget (OMB) Final Information Quality Bulletin for Peer Review and NOAA policies on peer review, such as the Information Quality Guidelines.
- (c) In performing or presenting the results of scientific activities under the Federal Award and in responding to allegations regarding the violation of scientific integrity or scientific and research misconduct, the Subrecipient shall comply with the provisions herein and NOAA Administrative Order (NAO) 202-735D, Scientific Integrity, and its Procedural Handbook, including any amendments thereto. NAO 202-735D can be found at:

<https://www.noaa.gov/organization/administration/nao-202-735d-2-scientific-integrity>.

- (d) *Primary Responsibility.* The Subrecipient shall have the primary responsibility to prevent, detect, and investigate allegations of a violation of scientific integrity or scientific and research misconduct. Unless otherwise instructed by the grants officer, the Subrecipient shall promptly conduct an initial inquiry into any allegation of such misconduct and may rely on its internal policies and procedures, as appropriate, to do so.
- (e) By executing this Contract, the Subrecipient provides its assurance that it has established an administrative process for performing an inquiry, investigating, and reporting allegations of a violation of scientific integrity or scientific and research misconduct; and that it will comply with its own administrative process for performing an inquiry, investigation, and reporting of such misconduct.
- (f) The Subrecipient shall insert this provision in all subawards at all tiers under this Contract.

12.36 SURVIVAL OF TERMS AND CONDITIONS

The terms and conditions of this Contract relating to the following subjects shall survive the termination or expiration of this Contract: definitions; interpretive provisions; subaward; federal assurances and certifications; general affirmations; grant administration; federal funding; state funding; recapture of funds; overpayment; intellectual property; ownership and use; copyright; non-endorsement; publications; signage; books and funding acknowledgements; inspection and audit; records retention; confidentiality; public records; indemnification; property standards, land acquisitions, and improvements; infringement; independent contractor relationship; compliance with laws; notices; choice of law and venue; severability; dispute resolution; and entire contract and modifications. Terms and conditions that, explicitly or by their nature, evidence the Parties' intent that they should survive the termination or expiration of this Contract shall so survive.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR GLO CONTRACT NO. 25-003-009-E702

GENERAL LAND OFFICE

CALHOUN COUNTY

Jennifer G. Jones
Chief Clerk and Deputy Land Commissioner
Date of execution: _____

DocuSigned by:
By: Richard Meyer
Name: Richard Meyer
Title: County Judge
Date of execution: 9/20/2024

OGC SC

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DGC MB

GC JG

ATTACHMENTS TO THIS CONTRACT:

ATTACHMENT A: WORK PLAN AND BUDGET
ATTACHMENT B: GENERAL AFFIRMATIONS
ATTACHMENT C: FEDERAL ASSURANCES AND CERTIFICATIONS

ATTACHMENTS FOLLOW

WORK PLAN AND BUDGET

Project Name: New Amenities at Bill Sanders County Park ("Project")

Subrecipient: Calhoun County

Reporting Frequency: Monthly

Contact: Gary Reese

Project Description:

Bill Sanders County Park is located on the San Antonio Bay. The park is free to the public and open 7 days a week, year-round. Bill Sanders County Park is known for bird watching, boating, kayaking, and fishing off Swan Point. The boat launch is the only site that provides free direct access from Calhoun County to the San Antonio Bay. Calhoun County recently installed port-a-potties, playground equipment, and picnic tables. A new fishing pier is currently being constructed at the park. With these new amenities in place, Calhoun County would like to ensure there is enough parking available for the expected influx of visitors.

Subrecipient will use CMP Cycle 29 funds to (1) enlarge the existing boating parking lot by 1,000 square feet and (2) construct a 13,000-foot walking trail throughout the park. The Subrecipient will also add striping and Americans with Disabilities Act (ADA) designations to the parking lot. The expanded parking area will prevent vehicles from parking on adjacent vegetation, and the walking trail will provide a way for visitors to further enjoy the park. The walking trail will be constructed with concrete because more permeable materials, such as permeable concrete, crushed limestone or gravel, will not withstand flooding and would be costly to maintain.

Project Budget:

	CMP	Subrecipient	Third Party	Project Totals
Salaries	\$0.00	\$0.00	\$0.00	\$0.00
Fringe	\$0.00	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Contractual	\$210,630.00	\$140,420.00	\$0.00	\$351,050.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
Subtotal	\$210,630.00	\$140,420.00	\$0.00	\$351,050.00
Indirect	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$210,630.00	\$140,420.00	\$0.00	\$351,050.00

Special Award Conditions:

1. Subrecipient must complete the Project as described in this Work Plan.
2. The GLO and/or NOAA must approve, via written amendment to the Contract, any changes in the scope of work or budget requests that change the total Project cost.
3. Subrecipient must print CMP and NOAA logos, including appropriate acknowledgment statement, on all education/outreach materials, signs, final reports and/or publications.
4. Subrecipient must share data in the manner specified in the Contract.
5. Subrecipient must coordinate with the GLO and receive written approval prior to issuing press releases, conducting media events, or otherwise engaging in media related communications for this Project.

Task 1: Engineering

Subrecipient will solicit design services through a Request for Qualifications (RFQ) following state and local standards and award a contract to the selected engineer or landscape architect ("Contractor 1"). Contractor 1 will develop construction drawings and bidding documents to be submitted to the GLO for approval. Contractor 1 will ensure the parking designs include striping and ADA designations. Contractor 1 will also oversee construction activities.

Task 1 Deliverables:

1. RFQ to select engineer or landscape architect (Contractor 1)

Due Date: 11/15/2024

2. Executed design services contract
Due Date: 12/3/2024
3. Preliminary design review (with GLO)
Due Date: 02/28/2025
4. Final design review (with GLO)
Due Date: 05/01/2025

Task 2: Construction and Sign Installation

Subrecipient will solicit and select a coastal construction contractor ("Contractor 2") to (1) enlarge the existing parking lot and (2) install the walking trail. Subrecipient will solicit bids to select Contractor 2. Subrecipient will install temporary CMP signage at the site during construction. The GLO will provide permanent CMP signage, which the subrecipient will install at the Project site following construction. A Registered Accessibility Specialist must certify the walking trail and enlarged parking lot are compliant with Texas Accessibility Standards (TAS).

Task 2 Deliverables:

1. Construction bid package, including technical specifications
Due Date: 06/15/2025
2. Bid tabulation
Due Date: 07/15/2025
3. Executed construction contract (Contractor 2)
Due Date: 09/01/2025
4. Photos of installed temporary CMP signage
Due Date: 10/31/2025
5. Before, during, and after photos of construction
Due Date: 02/28/2026
6. Photos of installed permanent CMP signage
Due Date: 02/28/2026
7. TAS certification of construction
Due Date: 02/28/2026

Task 3: Project Monitoring & Reporting

Subrecipient will prepare and submit all reports, deliverables, and requests for reimbursement as required in the contract, to CMPReceipts@GLO.TEXAS.GOV. Monthly progress reports and requests for reimbursement are due to CMPReceipts@GLO.TEXAS.GOV on the 10th day of every month of the year starting with November 10, 2024. The final report will summarize the work completed under each task and include photos of the completed Project.

Task 3 Deliverables:

1. Monthly progress reports and requests for reimbursement
Due Date: Ongoing until 03/31/2026
2. Draft final report
Due Date: 03/15/2026
3. Final report
Due Date: 03/31/2026
4. Project closeout form
Due Date: 03/31/2026

Performance Evaluations

CMP staff will conduct quarterly performance evaluations of subrecipients to examine project progress and adherence to the project completion timeline. Evaluations will be conducted under the following terms.

- **3-Month Evaluation (January 15, 2025)**
 - Subrecipients that did not submit the initial progress report and reimbursement request and do not show progress toward establishing the framework of their project will be identified by the CMP project manager ("PM").
- **6-Month Evaluation (April 15, 2025)**
 - If the CMP PM determines the Project is behind schedule or is making insufficient progress, i.e. Deliverables and reporting are late, the CMP PM will contact Subrecipient via phone or email to revise Deliverable due dates and determine a method for getting the Project completed within the remaining Contract period.
 - Subrecipients working on 306A projects with NOAA SAC requirements must provide the required SAC documentation at this time.
 - If the SAC documentation is not available, CMP staff may request a one-time SAC extension from NOAA. This extension is for a maximum of three (3) additional months.
- **9-Month Evaluation (July 15, 2025)**
 - If the Project had late reporting or Deliverables at the previous two (2) evaluations, the Project will be placed on a Performance Improvement Plan (PIP).
 - This will include more frequent check-ins with the CMP PM and a revised Deliverable schedule with Deliverables broken down into smaller pieces.
 - Reimbursement request will be held for payment until the PIP is in place.
 - **Subrecipients performing 306A projects with SACs must provide all required SAC documentation at this time. If the SAC documentation is unavailable, the Project may be terminated.**

- **12-Month Evaluation (October 15, 2025)**
 - If the Project is not adhering to the PIP and not demonstrating significant efforts to correct compliance issues, the GLO will consider the Project for termination and will issue a Notice of Deficiency to the project's Authorizing Official.
 - **Subrecipients can request a one (1) time extension.**
 - GLO will withhold payment on Subrecipient's reimbursement requests until GLO receives all outstanding documents and Deliverables.
- **15-Month Evaluation (January 15, 2026)**
 - GLO will closely examine projects with PIPs to ensure the PIP is being adhered to and the project is on track.
 - GLO may terminate the Project if the Project has significantly failed to adhere to the PIP.
 - GLO will withhold payment on Subrecipient's reimbursement requests until GLO receives all outstanding documents and Deliverables.
- **18-Month Evaluation (March 31, 2026)**
 - The Project must be complete. Incomplete projects may be terminated.

GENERAL AFFIRMATIONS

TO THE EXTENT APPLICABLE, Subrecipient affirms and agrees to the following, without exception:

1. Subrecipient represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Subrecipient nor the firm, corporation, partnership, or institution represented by Subrecipient, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as Subrecipient.*
2. Subrecipient shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from the GLO. Any attempted assignment or delegation in violation of this provision is void and without effect. This provision does not apply to subcontracting.
3. If the Contract is for services, Subrecipient shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts, but for contracts subject to 2 CFR 200, only to the extent such compliance is consistent with 2 CFR 200.319.
4. Under Section 231.006 of the Family Code, the vendor or applicant [Subrecipient] certifies that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate, in addition to other remedies set out in Section 231.006(f) of the Family Code.*
5. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. Subrecipient certifies it has submitted this information to the GLO.*
6. If the Contract is for a "cloud computing service" as defined by Texas Government Code Section 2157.007, then pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, Subrecipient represents and warrants that it complies with the requirements of the state risk and authorization management program and Subrecipient agrees that throughout the term of the Contract it shall maintain its certifications and comply with the program requirements in the performance of the Contract.
7. If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), Subrecipient certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code Chapter 328.
8. If the Contract authorizes Subrecipient to access, transmit, use, or store data for the GLO, then in accordance with Section 2054.138 of the Texas Government Code, Subrecipient certifies that it will comply with the security controls required under this Contract and will

* This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

maintain records and make them available to the GLO as evidence of Subrecipient's compliance with the required controls.

9. Subrecipient represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
10. Subrecipient agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed by Subrecipient to the State of Texas.
11. Upon request of the GLO, Subrecipient shall provide copies of its most recent business continuity and disaster recovery plans.
12. If the Contract is for consulting services governed by Texas Government Code Chapter 2254, Subchapter B, in accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Subrecipient certifies that it does not employ an individual who has been employed by the GLO or another agency at any time during the two years preceding the Subrecipient's submission of its offer to provide consulting services to the GLO or, in the alternative Subrecipient, in its offer to provide consulting services to the GLO, disclosed the following: (i) the nature of the previous employment with the GLO or other state agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.*
13. If the Contract is not for architecture, engineering, or construction services, then except as otherwise provided by statute, rule, or regulation, Subrecipient must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.**
14. If the Contract is for architecture, engineering, or construction services, then subject to Texas Government Code Section 2260.002 and Texas Civil Practice and Remedies Code Chapter 114, and except as otherwise provided by statute, rule, or regulation, Subrecipient shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. Except as otherwise provided by statute, rule, or regulation, in accordance with the Texas Civil Practice and Remedies Code, Section 114.005, claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d). **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.**
 - a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if Subrecipient's claim for breach of contract cannot be resolved by the Parties in the ordinary course of business, Subrecipient may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against Subrecipient as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, Subrecipient must provide written notice to the GLO of a claim for breach of the Contract not later than the 180th day after the date

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- of the event giving rise to the claim. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount Subrecipient seeks as damages; and (3) the legal theory of recovery.
- b. The chief administrative officer, or if designated in the Contract, another officer of the GLO, shall examine the claim and any counterclaim and negotiate with Subrecipient in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.
 - c. If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the Parties shall reduce the agreement or settlement to writing and each Party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a Party's rights under this Contract as to the parts of the claim that are not resolved.
 - d. If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with the GLO, unless the Parties agree in writing to an extension of time, the Parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is Subrecipient's sole and exclusive process for seeking a remedy for an alleged breach of contract by the GLO if the Parties are unable to resolve their disputes as described in this section.
 - e. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity, or, if applicable, the governmental immunity of Subrecipient. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas or Subrecipient. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas or, if applicable, of Subrecipient under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract. Subrecipient does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the Subrecipient, prior to or subsequent to entering into this Contract.
 - f. Except as otherwise provided by statute, rule, or regulation, compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the Subrecipient: (1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or (2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.
15. If Chapter 2271 of the Texas Government Code applies to this Contract, Subrecipient verifies that it does not boycott Israel and will not boycott Israel during the term of the Contract.*
16. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Subrecipient understands that all obligations of the GLO under this

* This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

Contract are subject to the availability of funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.

17. Subrecipient certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.
18. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Subrecipient certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the effective date of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.
19. Subrecipient represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.
20. Pursuant to Section 2155.004(a) of the Texas Government Code, Subrecipient certifies that neither Subrecipient nor any person or entity represented by Subrecipient has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate. This Section does not prohibit Subrecipient from providing free technical assistance.*
21. Subrecipient represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.*
22. In accordance with Section 2252.901 of the Texas Government Code, for the categories of contracts listed in that section, Subrecipient represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the contract. Solely for professional services contracts as described by Chapter 2254 of the Texas Government Code, Subrecipient further represents and warrants that if a former employee of the GLO was employed by Subrecipient within one year of the employee's leaving the GLO, then such employee will not perform services on projects with Subrecipient that the employee worked on while employed by the GLO.*
23. The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to any Party.

* This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

24. IF THE CONTRACT IS NOT FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.*
25. IF THE CONTRACT IS FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO SUBRECIPIENT'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO SUBRECIPIENT, OR ANY OTHER ENTITY OVER WHICH SUBRECIPIENT EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.*
26. TO THE EXTENT ALLOWED BY LAW, SUBRECIPIENT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GLO AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE

* This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF SUBRECIPIENT PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR SUBRECIPIENT'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY SUBRECIPIENT OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF SUBRECIPIENT'S PERFORMANCE UNDER THE CONTRACT. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. SUBRECIPIENT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, SUBRECIPIENT WILL REIMBURSE THE GLO AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE GLO DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF SUBRECIPIENT OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND SUBRECIPIENT WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL.*

27. Subrecipient has disclosed in writing to the GLO all existing or known potential conflicts of interest relative to the performance of the Contract.
28. Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.*
29. The person executing this Contract certifies that he/she is duly authorized to execute this Contract on his/her own behalf or on behalf of Subrecipient and legally empowered to contractually bind Subrecipient to the terms and conditions of the Contract and related documents.
30. If the Contract is for architectural or engineering services, pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, Subrecipient shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.*

* This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

31. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Subrecipient shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.
32. Subrecipient certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.
33. If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, Subrecipient certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.
34. Pursuant to Section 572.069 of the Texas Government Code, Subrecipient certifies it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the GLO involving Subrecipient within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.
35. The GLO shall post this Contract to the GLO's website. Subrecipient understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the "PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. In accordance with Section 2252.907 of the Texas Government Code, Subrecipient is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (".pdf") format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Subrecipient believes to be excepted from disclosure as "confidential" or a "trade secret," Subrecipient waives any and all claims it may make against the GLO for releasing such information without prior notice to Subrecipient. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Subrecipient shall notify the GLO's Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov. If a request for information was not written, Subrecipient shall forward the third party's contact information to the above-designated e-mail address.

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36. The GLO does not tolerate any type of fraud. GLO policy promotes consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Subrecipient must report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO in the manner prescribed by the GLO's website, <http://glo.texas.gov>.
37. If Subrecipient, in its performance of the Contract, has access to a state computer system or database, Subrecipient must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. Subrecipient must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. Subrecipient must verify in writing to the GLO its completion of the cybersecurity training program.
38. Under Section 2155.0061, Texas Government Code, Subrecipient certifies that the entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.*
39. Subrecipient certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Subrecipient's business. Subrecipient acknowledges that such a vaccine or recovery requirement would make Subrecipient ineligible for a state-funded contract.
40. Pursuant to Government Code Section 2275.0102, Subrecipient certifies that neither it nor its parent company, nor any affiliate of Subrecipient or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2275.0103, or (2) headquartered in any of those countries.*
41. If Subrecipient is required to make a verification pursuant to Section 2276.002 of the Texas Government Code, Subrecipient verifies that Subrecipient does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.*
42. If Subrecipient is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Subrecipient verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a "firearm entity" or "firearm trade association" as those terms are defined in Texas Government Code section 2274.001 and (2) will not discriminate during the term of the Contract against a firearm entity or firearm trade association. If Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.*
43. If Subrecipient is a "professional sports team" as defined by Texas Occupations Code Section 2004.002, Subrecipient will play the United States national anthem at the beginning of each team sporting event held at Subrecipient's home venue or other venue controlled by Subrecipient for the event. Failure to comply with this obligation constitutes a default of this Contract, and immediately subjects Subrecipient to the penalties for default, such as repayment of money received or ineligibility for additional money. In addition, Subrecipient

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may be debarred from contracting with the State. The GLO or the Attorney General may strictly enforce this provision.*

44. To the extent Section 552.371 of the Texas Government Code applies to Subrecipient and the Contract, in accordance with Section 552.372 of the Texas Government Code, Subrecipient must (a) preserve all contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO for the duration of the Contract, (b) no later than the tenth business day after the date of the GLO's request, provide to the GLO any contracting information related to the Contract that is in Subrecipient's custody or possession, and (c) on termination or expiration of the Contract, either (i) provide to the GLO at no cost all contracting information related to the Contract that is in Subrecipient's custody or possession or (ii) preserve the contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Contract and Subrecipient agrees that the Contract may be terminated if Subrecipient knowingly or intentionally fails to comply with a requirement of that subchapter.*
45. If the Contract is for consulting services governed by Chapter 2254 of the Texas Government Code, Subrecipient, upon completion of the Contract, must give the GLO a compilation, in a digital medium agreed to by the Parties, of all documents, films, recordings, or reports Subrecipient compiled in connection with its performance under the Contract.*
46. If subject to 2 CFR 200.216, Subrecipient shall not obligate or expend funding provided under this Contract to: (a) procure or obtain; (b) extend or renew a contract to procure or obtain; or (c) enter into a contract to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services, as defined in Public Law 115-232, Section 889, as a substantial or essential component of any system, or as critical technology as part of any system.
47. To the extent Texas Government Code Chapter 2252, Subchapter G applies to the Contract, any iron or steel product Subrecipient uses in its performance of the Contract that is produced through a manufacturing process, as defined in Section 2252.201(2) of the Texas Government Code, must be produced in the United States.

* This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

ASSURANCES – NON-CONSTRUCTION PROGRAMSOMB Approval No. 4040-0007
Expiration Date: 02/28/2025

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

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

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

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

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

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

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL DocuSigned by:  00051200145103	TITLE County Judge
APPLICANT ORGANIZATION Calhoun County	DATE SUBMITTED 9/20/2024

CERTIFICATION REGARDING LOBBYING*Certification for Contracts, Grants, Loans, and Cooperative Agreements:*

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance:

The undersigned states, to the best of his or her knowledge and belief, that: If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT

Calhoun County

AWARD NUMBER AND/OR PROJECT NAME

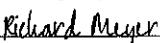
25-003-009-E702

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Richard Meyer

County Judge

SIGNATURE

DocuSigned by:

0CCE54DC94454C3...

DATE

9/20/2024

Disclosure of Lobbying ActivitiesComplete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)OMB Number: 4040-0013
Expiration Date: 02/28/2025

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

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

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

Federal Agency Form Instructions Form Identifiers	Information
Agency Owner	Grants.gov
Form Name	Disclosure of Lobbying Activities (SF-LLL)
Form Version Number	2.0
OMB Number	4040-0013
OMB Expiration Date	02/28/2025

Field Number	Field Name	Required or Optional	Information
1.	*Type of Federal Action:	Required	Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action. This field is required.
2.	*Status of Federal Action	Required	Identify the status of the covered Federal action. This field is required.
2-a.	a. Bid/Offer/ Application	Check if applicable	Click if the Status of Federal Action is a bid, an offer or an application.
2-b.	b. Initial Award	Check if applicable	Click if the Status of Federal Action is an initial award.
2-c.	c. Post-Award	Check if applicable	Click if the Status of Federal Action is a post-award.
3.0	*Report Type	Required	Identify the appropriate classification of this report.
3-a.	a. Initial filing	Check if applicable	Check if Initial filing.
3-b.	b. Material change	Check if applicable	If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the previously submitted report by this reporting entity for this covered Federal action. This field is required.
	Material Change Year	Conditionally Required	If this is a follow up report caused by a material change to the information previously reported, enter the year in which the change occurred.
	Material Change Quarter	Conditionally Required	If this is a follow up report caused by a material change to the information previously reported, enter the quarter in which the change occurred.
	Material Change Date of Last Report	Conditionally Required	Enter the date of the previously submitted report by this reporting entity for this covered Federal action.
4.	Name and Address of Reporting Entity	Required	Provide the information for Name and Address of Reporting Entity.
	Prime	Check if applicable	Click to designate the organization filing the report as the Prime Federal recipient.
	Subawardee	Check if applicable	Click to designate the organization filing the report as the SubAwardee Federal recipient. Sub-awards include but are not limited to subcontracts, subgrants and contract awards under grants.
	Tier if known:	Optional	Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier.
	Name	Required	Enter the name of reporting entity. This field is required
	Street 1	Required	Enter Street 1 of the reporting entity. This field is required.
	Street 2	Optional	Enter Street 2 of the reporting entity.
	City	Required	Enter City of the reporting entity This field is required.
	State	Required	Enter the state of the reporting entity. This field is required
	ZIP	Required	Enter the ZIP of the reporting entity. This field is required
	Congressional District, if known	Optional	Enter the primary Congressional District of the reporting entity. Enter in the following format: 2 character state abbreviation – 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina's 103rd district.
5.	If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime	Conditionally Required	If Reporting Entity in No. 4 is Subawardee, provide the information for the Name and Address of Prime
	Name	Required	If the organization filing the report in item 4, checks "Subawardee", enter the full name of the prime Federal recipient.

	Street 1	Required	If the organization filing the report in item 4, checks "Subawardee", enter the address of the prime Federal recipient.
	Street 2	Optional	If the organization filing the report in item 4, checks "Subawardee", enter the address of the prime Federal recipient.
	City	Required	If the organization filing the report in item 4, checks "Subawardee", enter the city of the prime Federal recipient.
	State	Required	If the organization filing the report in item 4, checks "Subawardee", select the appropriate state from this pull down menu.
	ZIP	Required	Enter the ZIP of Prime. This field is required
	Congressional District, if known	Optional	Enter the Congressional District of Prime. Enter in the following format: 2 character state abbreviation – 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina's 103rd district.
6.	Federal Department /Agency	Required	Enter the name of the Federal Department or Agency making the award or loan commitment. This field is required.
7.	CFDA Number:	Required	Enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments. Pre-populated from SF-424 if using Grants.gov.
	CFDA Title:	Required	Enter the Federal program name or description for the covered Federal action. Pre-populated from SF-424 if using Grants.gov.
8.	Federal Action Number	Optional	Enter the most appropriate Federal identifying number available for the Federal action, identified in item 1 (e.g., Request for Proposal (RFP) number, invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9.	Award Amount	Optional	For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment of the prime entity identified in item 4 or 5.
10.a.	Name And Address of Lobbying Registrant	Required	Provide the information for the Name and Address of Lobbying Registrant.
	Prefix	Optional	Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Lobbying Registrant.
	First Name	Required	Enter the first name of Lobbying Registrant. This field is required.
	Middle Name	Optional	Enter the middle name of Lobbying Registrant.
	Last Name	Required	Enter the last name of Lobbying Registrant. This field is required.
	Suffix	Optional	Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Lobbying Registrant.
	Street 1	Required	Enter the first line of street address for the Lobbying Registrant.
	Street 2	Optional	Enter the second line of street address for the Lobbying Registrant.
	City	Required	Enter the city of the Lobbying Registrant.
	State	Required	Select the appropriate state of the Lobbying Registrant.
	ZIP Code	Required	Enter the Zip Code (or ZIP+4) of the Lobbying Registrant.
10.b.	Individual Performing Services	Required	Provide the information for Individual Performing Services
	Prefix	Optional	Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Individual Performing Services.
	First Name	Required	Enter the first name of the Individual Performing Services. This field is required.
	Middle Name	Optional	Enter the middle name of the Individual Performing Services.
	Last Name	Required	Enter the last name of the Individual Performing Services. This field is required.
	Suffix	Optional	Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Individual Performing Services.
	Street 1	Required	Enter the first line of street address for the Individual Performing Services.
	Street 2	Optional	Enter the second line of street address for the Individual Performing Services.
	City	Required	Enter the city of the Individual Performing Services.
	State	Required	Select the state for the address of the Individual Performing Services from this pull down menu.
	ZIP Code	Required	Enter the Zip Code (or ZIP+4) of the Individual Performing Services.

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

Certificate Of Completion

Envelope Id: 1C25E9B4A8C141E8A1F57648174268A2

Subject: \$210K New Contract: 25-003-009-E702 Calhoun County (Texas GLO)

Source Envelope:

Document Pages: 54

Signatures: 3

Certificate Pages: 4

Initials: 7

AutoNav: Enabled

EnvelopeId Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Envelope Originator:

Sandra Radosavljevic

1700 Congress Ave

Austin, TX 78701

sandra.radosavljevic@glo.texas.gov

IP Address: 204.65.210.172

Record Tracking

Status: Original

9/13/2024 2:33:22 PM

Holder: Sandra Radosavljevic

sandra.radosavljevic@glo.texas.gov

Location: DocuSign

Signer Events

Traci Cotton

Traci.Cotton@glo.texas.gov

Attorney

Texas General Land Office

Security Level: Email, Account Authentication
(None)

Signature



Signature Adoption: Pre-selected Style

Using IP Address: 204.65.210.253

Timestamp

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Viewed: 9/17/2024 10:03:01 AM

Signed: 9/17/2024 10:06:27 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Jessica Chappell

jessica.chappell@glo.texas.gov

Texas General Land Office

Security Level: Email, Account Authentication
(None)



Signature Adoption: Pre-selected Style

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Signed: 9/17/2024 10:11:34 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Julie McEntire

Julie.McEntire@glo.texas.gov

Director of Grant Programs

Texas General Land Office

Security Level: Email, Account Authentication
(None)



Signature Adoption: Drawn on Device

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Viewed: 9/17/2024 1:10:48 PM

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Electronic Record and Signature Disclosure:

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Angela Sunley

angela.sunley@glo.texas.gov

Sr. Director

Texas General Land Office

Security Level: Email, Account Authentication
(None)



Signature Adoption: Drawn on Device

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Viewed: 9/17/2024 1:26:23 PM

Signed: 9/17/2024 1:26:31 PM

Electronic Record and Signature Disclosure:

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Signer Events

David Green
david.green@glo.texas.gov
Legal Services
Texas General Land Office
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Richard Meyer
richard.meyer@calhouncotx.org
County Judge
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Jennifer G Jones
Jennifer.Jones@glo.texas.gov
Chief Clerk
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signature

DS

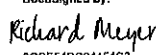

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In Person Signer Events

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

Carbon Copy Events

CMD Drafting Requests
draftingrequests@GLO.TEXAS.GOV

Texas General Land Office

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Kelly McBride
kelly.mcbride@glo.texas.gov

Director of CMD

Texas General Land Office

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Sandra Radosavljevic
Sandra.Radosavljevic@GLO.TEXAS.GOV

Contract Specialist

Texas General Land Office

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Lance White

lance.white@glo.texas.gov

Manager, Contracts Management Division

Texas General Land Office

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Clay Sebek

Clay.Sebek@GLO.TEXAS.GOV

Team Lead, General Contracts

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Andrea Walmus

Andrea.Walmus@glo.texas.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Gloria Maynard

gloria.maynard@glo.texas.gov

Texas General Land Office

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Status

COPIED

COPIED

COPIED

COPIED

COPIED

COPIED

COPIED

Timestamp

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Resent: 9/17/2024 9:13:10 AM

Sent: 9/17/2024 10:11:37 AM

Sent: 9/17/2024 1:26:37 PM

Carbon Copy Events

Gary Reese
gary.reese@calhouncotx.org
Commissioner PCT 4
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Status

COPIED

Timestamp

Sent: 9/20/2024 7:51:56 AM

Payton Ray
payton.ray@glo.texas.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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

Linh Phan
Linh.Phan@glo.texas.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

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Payment Events

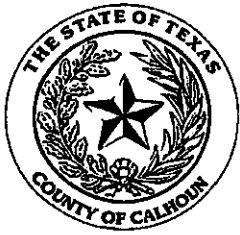
Status

Timestamps

17

17. Consider and take necessary action to approve the Final Plat of RK Development Group Subdivision. (GDR)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese



Gary D. Reese
County Commissioner
County of Calhoun
Precinct 4



September 16, 2024

Honorable Richard Meyer
Calhoun County Judge
211 S. Ann
Port Lavaca, TX 77979

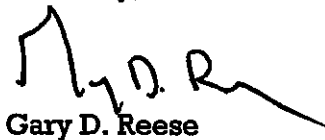
RE: AGENDA ITEM

Dear Judge Meyer:

Please place the following item on the Commissioners' Court Agenda for September 25, 2024.

- Consider and take necessary action to approve the Final Plat of RK Development Group Subdivision.

Sincerely,


Gary D. Reese

GDR/at

18

18. Consider and take necessary action to approve the Specifications and the Invitation to Bid Packet for the Annual Supply Contract for Asphalts, Oils and Emulsions, Bid Number 2025.03 for the period January 1, 2025 through December 31, 2025 and authorize the County Auditor to advertise for the bids. Bids will be due before 2:00:00 PM, Wednesday, October 30, 2024. (RHM)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

Debbie Vickery

From: demi.cabrera@calhouncotx.org (demi.cabrera) <demi.cabrera@calhouncotx.org>
Sent: Wednesday, September 18, 2024 5:24 PM
To: Debbie.Vickery@calhouncotx.org
Subject: Agenda Item - Commissioners Court Sept 25, 2024
Attachments: Bid Number 2025.03 - Ashphalts, Oils & Emulsions for 2025.pdf

Please place the following item on the Commissioners Court Agenda for September 25, 2024:

Consider and take necessary action to approve the Specifications and the Invitation to Bid Packet for the Annual Supply Contract for Asphalts, Oils and Emulsions, Bid Number 2025.03 for the period January 1, 2025 through December 31, 2025 and authorize the County Auditor to advertise for the bids. Bids will be due before 2:00:00 PM, Wednesday, October 30, 2024.

Thank you,

Demi Cabrera
Calhoun County
Assistant Auditor
361-553-4613
361-553-4614 (fax)

Calhoun County Texas

INVITATION TO BID

ANNUAL SUPPLY CONTRACT FOR ASPHALTS, OILS AND EMULSIONS

BID NUMBER: 2025.03

BID TERM: JANUARY 1, 2025 THROUGH DECEMBER 31, 2025



SEALED BIDS ARE DUE BEFORE:

2:00:00 PM, WEDNESDAY, OCTOBER 30, 2024

AT THE OFFICE OF:

**Honorable Richard H. Meyer
Calhoun County Judge
Calhoun County Courthouse
211 South Ann Street
3rd Floor, Suite 301
Port Lavaca, Texas 77979**

Public Opening of the Bids will be conducted immediately after the closing of the 2:00:00 PM deadline, Wednesday, October 30, 2024 in the County Judge's office, Calhoun County Courthouse, 211 South Ann Street, 3rd Floor, Suite 301, Port Lavaca, Texas 77979.

Bids will be considered for award at a future meeting of the Calhoun County Commissioners Court. Award information will be sent to all vendors that submitted a Bid and, as time permits, will be posted on the County's website (www.calhouncotx.org) under Public Notices, Bid Notices and Results, Results, 2025.

CONTENTS

- Invitation to Bid (Page 3-4)
- Return Instructions (Page 5)
- General Conditions (Page 6-19)
- Specifications (Page 20-27)
- Contact, Billing and Location Information for Calhoun County Precincts (Page 28)
- Required Forms to be returned when submitting a Bid (Page 29-46)
If any Required Form is "Not Applicable", mark "NA" and include when submitting a Bid
 - Invitation to Bid Form (Page 30-33)
 - Vendor and Order Information Form (Page 34)
 - Affidavit (Page 35)
 - Conflict of Interest Questionnaire Form CIQ (Page 37)
 - Certification Regarding Debarment & Suspension and Other Responsibility Matters (Page 40)
 - Certification Regarding Lobbying (Page 41)
 - Disclosure of Lobbying Activities (Page 43)
 - House Bill 89 Verification (Page 44)
 - Residence Certification (Page 45)
 - W-9 (Page 46)

OTHER INFORMATION INCLUDED WITH THE INVITATION TO BID PACKET

- Current (2024) Awarded Bid Tabulation for the Annual Supply Contract for Asphalts, Oils and Emulsions for the period January 1, 2024 through December 31, 2024 (Page 47-50)
- Copy of Contract (to be completed AFTER the Bid is awarded) (Page 51-53)

INVITATION TO BID

Notice is hereby given that the Commissioners Court of Calhoun County, Texas, will receive SEALED BIDS for Asphalts, Oils and Emulsions for the County's Road and Bridge Precincts.

BID NUMBER: 2025.03, ANNUAL SUPPLY CONTRACT FOR ASPHALTS, OILS AND EMULSIONS

Bids are for a one (1) year period: January 1, 2025 through December 31, 2025

The complete Invitation to Bid Packet can be downloaded from the County's website, www.calhouncotx.org (under Public Notices, Bid Notices and Results, Bid Notices, 2025) or by contacting Demi Cabrera, Assistant Auditor, at demi.cabrera@calhouncotx.org or 361-553-4613.

SEALED BIDS ARE DUE BEFORE 2:00:00 PM, WEDNESDAY, OCTOBER 30, 2024. Immediately after the closing of the 2:00:00 PM deadline, all Bids will be publicly opened in the County Judge's office in the Calhoun County Courthouse at 211 South Ann Street, 3rd Floor, Suite 301, Port Lavaca, Texas. Bids will be considered for award at a future meeting of the Calhoun County Commissioners Court.

It is the responsibility of the submitting vendor to ensure that the sealed Bid is received in a timely manner. Calhoun County does not accept faxed or emailed Bids. Calhoun County accepts no financial responsibility for any cost incurred by any entity in the course of responding to the Bid. Bids received after the deadline will not be opened and will not be considered for award, regardless of whether or not the delay was outside of the control of the submitting vendor.

All bids (one original) must be delivered to the office of the Calhoun County Judge before 2:00:00 PM, Wednesday, October 30, 2024 in a SEALED 9 x 12 or larger envelope and CLEARLY MARKED on the outside of the envelope: SEALED BID NUMBER 2025.03 ANNUAL SUPPLY CONTRACT FOR ASPHALTS, OILS AND EMULSIONS

The cell phone in the County Judge's office or the cell phone of the County Auditor's Representative will be the official clock that shall be used in determining the time the Bid is received and the 2:00:00 PM deadline.

Bids shall include all requirements of the Invitation to Bid Packet for Bid Number 2025.03, Annual Supply Contract for Asphalts, Oils and Emulsions.

SEALED BIDS MAY BE HAND DELIVERED OR MAILED TO:

Honorable Richard H. Meyer
Calhoun County Judge
Calhoun County Courthouse
211 South Ann Street
3rd Floor, Suite 301
Port Lavaca, TX 77979

Calhoun County Commissioners Court reserves the right to waive any formality, technicality or irregularity, accept or reject any and or all Bids and to accept the Bid deemed most advantageous to and in the best interest of Calhoun County. The award of a Bid shall be made to the responsible vendor whose Bid is determined to be the most beneficial to Calhoun County, taking into consideration the relative importance of price and other factors set forth in the Invitation to Bid Packet.

Calhoun County, Texas is an Affirmative Action/Equal Opportunity Employer. The County does not discriminate on the basis of race, color, national origin, sex, sexual orientation, gender identity, religion, age or handicapped status in employment or the provision of services. Section 3 Residents, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and Labor Surplus Area Firms are encouraged to submit Bids.

Candice Villarreal
County Auditor
Calhoun County, Texas

RETURN INSTRUCTIONS

For

Submitting a Bid for
ANNUAL SUPPLY CONTRACT FOR
ASPHALTS, OILS AND EMULSIONS

Bid Number: 2025.03

Bid Period: January 1, 2025 through December 31, 2025

Return the following BEFORE 2:00:00 PM, WEDNESDAY, OCTOBER 30, 2024

Check List for submitting your Bid:

Return One (1) Original of only the following forms

Be sure all of the below forms are completed, signed, dated and returned. If "Not Applicable", mark "NA" and include when submitting a Bid.

The submitted Bid consists only of the following forms (only the below forms need to be returned)

- ☐ Invitation to Bid Form (Page 30-33)
- ☐ Vendor and Order Information Form (Page 34)
- ☐ Affidavit (Page 35)
- ☐ Conflict of Interest Questionnaire, Form CIQ (Page 37)
- ☐ Certification Regarding Debarment & Suspension and Other Responsibility Matters (Page 40)
- ☐ Certification Regarding Lobbying (Page 41)
- ☐ Disclosure of Lobbying Activities (Page 43)
- ☐ House Bill 89 Verification (Page 44)
- ☐ Residence Certification (Page 45)
- ☐ W-9 (Page 46)

Do Not Fold any of the above information.

Bid must be returned in a SEALED 9 x 12 or larger envelope clearly marked:

SEALED BID NUMBER 2025.03 – ANNUAL SUPPLY CONTRACT FOR ASPHALTS, OILS AND EMULSIONS

If you send your bid by UPS, FedEx or other delivery service, the outside of this envelope must be clearly marked:

SEALED BID NUMBER 2025.03 – ANNUAL SUPPLY CONTRACT FOR ASPHALTS, OILS AND EMULSIONS

Sealed Bid may be hand delivered or mailed to:

Honorable Richard H. Meyer
Calhoun County Judge
Calhoun County Courthouse
211 South Ann Street
3rd Floor, Suite 301
Port Lavaca, TX 77979

Bid must be sealed (with the glue on the envelope or tape)

CALHOUN COUNTY, TEXAS GENERAL CONDITIONS

General Conditions apply to all advertised Invitations to Bid (hereinafter called Bid), Request for Proposals (hereinafter called RFP), Request for Qualifications (hereinafter called RFQ), Contracts/Agreements/Leases (hereinafter called Contract); however these may be superseded in whole or in part by the scope, special requirements, specifications or special sections of Texas Government Code and/or Texas Local Government Code.

Governing Law:

Bidder/Vendor is advised that the Bid, RFP, RFQ, and/or Contract shall be fully governed by the laws of the State of Texas and that Calhoun County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of the Bid, RFP, RFQ, and/or Contract.

All parties agree that the venue for any litigation arising from this Bid, RFP, RFQ, and/or Contract shall be held in Port Lavaca, Calhoun County, Texas.

Completion of Bid, RFP, RFQ, and/or Contract Forms:

Once the Bid, RFP, RFQ, and/or Contract is released for bidding, Calhoun County will not answer any questions except through an addendum that has been approved by Calhoun County Commissioners Court or at a mandatory pre-bid meeting.

Complete, sign, and return to the Calhoun County Judge's Office the required number of Bid forms, RFP forms, RFQ forms, and/or Contracts, and any other required information by the day and time the Bid, RFP, RFQ, and/or Contract is due.

The Bid, RFP, RFQ, and/or Contract must be signed and dated by an officer, employee or agent who is duly authorized to execute this Bid, RFP, RFQ, and/or Contract, and affirms that this company, corporation, firm, partnership or individual has not prepared this Bid, RFP, RFQ, and/or Contract in collusion with any other bidder/vendor or any official or employee of Calhoun County, and that the contents of this Bid, RFP, RFQ, and/or Contract as to prices, terms or conditions of said Bid, RFP, RFQ, and/or Contract have not been communicated by the individual signing nor by any employee or agent to any other person engaged in this type of business or to any official or employee of Calhoun County prior to the official opening of this Bid, RFP, RFQ, and/or Contract.

The use of liquid paper or white out is not acceptable and may result in the disqualification of the bidders/vendor's Bid, RFP, RFQ, and/or Contract. If an error is made, the bidder/vendor must draw a line through the error and initial each change. All responses typed or handwritten in ink must be clear and legible.

Submission of Sealed Bid, RFP, RFQ, and/or Contract:

All Bids, RFPs, RFQs, and/or Contracts must be delivered to the County Judge's Office in a SEALED envelope. When submitting a SEALED Bid, RFP, RFQ, and/or Contract the envelope must be taped and/or glued closed in order for it to be accepted as a SEALED Bid, RFP, RFQ, and/or Contract.

The bidder/vendor must submit the original and required number of copies of their completed Bid, RFP, RFQ, and/or Contract and any additional required information/forms in a SEALED envelope to the Calhoun County Judge's Office, Calhoun County Courthouse, 211 South Ann Street, 3rd Floor, Suite 301, Port Lavaca, Texas. The Bid, RFP, RFQ, and/or Contract will specify the date and time due.

The cell phone in the County Judge's office or the cell phone of the County Auditor's Representative is the official clock that will be used in determining the time the Bid, RFP, RFQ, and/or Contract is received and the time deadline that the Bid, RFP, RFQ, and/or Contract will be opened. A late delivery with an early postmark or delivery of the Bid, RFP, RFQ, and/or Contract to the wrong office will not suffice. Bids, RFPs, RFQs, and/or Contracts received after the deadline will not be considered for award, regardless of whether or not the delay was outside of the control of the submitting bidder/vendor. The door to the County Judge's office will be closed once the due date and time has been reached and no other bids will be accepted.

Calhoun County will not be responsible for the delivery of your Bid, RFP, RFQ, and/or Contract to the office of the Calhoun County Judge. Calhoun County is not responsible for late deliveries due to postal mail or other mail delivery services delays. Calhoun County is not responsible for the delivery of the Bid, RFP, RFQ, and/or Contract to the wrong office. Calhoun County does not accept faxed or emailed Bids, RFPs, RFQs, and/or Contracts. If the bidder/vendor would like to confirm the delivery of their Bid, RFP, RFQ, and/or Contract, the bidder/vendor may call the Calhoun County Judge's office at 361-553-4600. Late Bids, RFPs, RFQs, and/or Contracts will not be accepted. Bids, RFPs, RFQs, and/or Contracts received after the deadline will not be opened and shall be considered void and unacceptable.

Bids, RFPs, RFQs, and/or Contracts must be submitted in a SEALED 9 x 12 or larger envelope, addressed as follows: Richard H. Meyer, County Judge, Calhoun County Courthouse, 211 S. Ann St., Suite 301, Port Lavaca, TX 77979.

The outside of the SEALED envelope must be clearly marked: SEALED BID (RFP, RFQ, or Contract) and the name of the Bid, RFP, RFQ, or Contract.

If the Bid, RFP, RFQ, and/or Contract is sent by UPS, FedEx or other delivery service, the outside of this envelope must be clearly marked: SEALED Bid (RFP, RFQ, or Contract) and the name of the Bid, RFP, RFQ, or Contract.

Withdrawal of Bid, RFP, RFQ, and/or Contract:

A bidder/vendor may withdraw their Bid, RFP, RFQ, and/or Contract before Calhoun County's acceptance of the Bid, RFP, RFQ, and/or Contract without prejudice to the bidder/vendor, by submitting a written request for its withdrawal to the Calhoun County Judge and mail or hand deliver to the address the Bid, RFP, RFQ, and/or Contract was submitted to.

A Bid, RFP, RFQ, and/or Contract that was opened are not subject to amendment, alteration, or change for the purpose of correcting an error in the Bid, RFP, RFQ, and/or Contract price. Bids, RFPs, RFQs, and/or Contracts containing an error may be offered "as is" or withdrawn by the bidder/vendor in accordance with applicable State Laws.

Opening and Award of Bid, RFP, RFQ, and/or Contract:

Bidders/vendors are invited to be present at the opening and awarding of the Bid, RFP, RFQ, and/or Contract.

Governing Forms:

In the event of any conflict between the terms and provisions of these conditions, the Bid, RFP or RFQ specifications or contract, if applicable, shall govern. In the event of any conflict of interpretation of any part of this overall document, Calhoun County's interpretation shall govern.

Addendums:

When specifications are revised, the Calhoun County Auditor's Office will send each bidder/vendor that received a Bid, RFP, RFQ, and/or Contract packet the addendum once it has been approved by Calhoun County Commissioners Court. No addendum can be sent out until Calhoun County Commissioners Court has approved the addendum or approved the addendum to be sent out by the Engineer with the approval from the County Commissioner or County Department in charge of the project.

Indemnification/Hold Harmless:

The successful bidder/vendor shall defend, indemnify and hold Calhoun County and its officials, agents, and employees harmless from all suits, actions, or for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from bidder's/vendor's performance. Bidder/vendor shall procure and maintain, with respect to the subject matter of this Bid, RFP, RFQ, and/or Contract, appropriate insurance coverage including, as a minimum, general liability and property damage, workers' compensation, employer's liability and auto insurance with adequate limits to cover bidder's/vendor's liability as may arise directly or indirectly from work performed under terms of this Bid, RFP, RFQ, and/or Contract. Certification of such coverage shall name, by policy endorsement, Calhoun County as an additional insured and be provided to Calhoun County upon request.

Waiver of Subrogation:

Bidder/vendor and bidder's/vendor's insurance carrier shall waive any and all rights whatsoever with regard to subrogation against Calhoun County and its respective officials, employees, and insurers as an indirect party to any suit arising out of personal or property damages resulting from bidder's/vendor's performance under this Bid, RFP, RFQ, and/or Contract. Insurers and all policies of insurance provided shall contain a provision and/or endorsement stating that the insurance carriers and underwriters waive all rights of subrogation in favor of Calhoun County and its respective officials, employees, and insurers.

Bonds:

If the Bid, or RFP, requires submission of bid or proposal guarantee and performance bond, there will be a separate page explaining those requirements. Bids or RFPs submitted without the required bid bond or cashier's checks are not acceptable.

Taxes:

Calhoun County is exempt from all sales tax (state, city and county sales tax) and federal excise taxes under Section 151.309 of the Texas Tax Code. Tax exempt forms will be furnished upon request to the bidder/vendor. Tax exempt forms can be obtained from the Calhoun County Auditor's Office. Bidder/vendor is to issue its Texas Resale Certificate to vendors and subcontractors for such items qualifying for this exemption, and further, bidder/vendor should state these items at cost.

Pricing:

Prices for all products/goods, services, and/or contracts shall be firm for the duration of the Bid, RFP, and/or Contract and shall be stated on the Bid, RFP, and/or Contract form. Prices shall be all inclusive. All prices must be written in ink or typewritten and must be legible.

Pricing on all transportation, freight, and other charges are to be prepaid by the bidder/vendor and included in the Bid, RFP, and/or Contract prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder/vendor must indicate the items required and their costs or forfeit the right to payment for such items. Additional charges added to the Bid, RFP, and/or Contract prices may void the Bid, RFP, and/or Contract.

Where unit pricing and extended pricing differ, unit pricing prevails.

Inspections:

Calhoun County reserves the right to inspect any products/goods or service location for compliance with specifications and requirements and needs of the using department before accepting them.

When applicable, Calhoun County reserves the right to enter upon any County leased premises at any time to inspect said premises.

Testing:

Calhoun County reserves the right to test equipment, supplies, materials, and products/goods bid, proposed, and/or agreed upon for quality, compliance with specifications and ability to meet the needs of the user. Should the equipment, supplies, materials, products/goods and/or services fail to meet requirements and/or be unavailable for evaluation, the Bid, RFP, and/or Contract is subject to rejection.

Material Safety Data Sheets:

Under the "Hazardous Communications Act", commonly known as the "Texas Right To Know Act", a bidder/vendor must provide to Calhoun County with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the bidder/vendor to furnish this documentation will be cause to reject any Bid, RFP, and/or Contract applying thereto.

Awards:

Calhoun County reserves the right to award this Bid, RFP, RFQ, and/or Contract on the basis of lowest and/or best Bid, RFP, RFQ, and/or Contract that met specifications in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder/vendor, to reject any or all Bids, RFPs, RFQs, and/or Contracts and to be the sole judge in determining which Bid, RFP, RFQ, and/or Contract will be most advantageous to Calhoun County.

Calhoun County will evaluate and may award a Bid, RFP, RFQ, and/or Contract based on lowest and/or best Bid, RFP, RFQ, and/or Contract meeting specifications. "Lowest and/or best Bid, RFP, RFQ, and/or Contract" means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, the county's past experience with the bidder/vendor and customer service after a sale.

Calhoun County reserves the right to accept and/or reject any/all of the options Bid, any/all of the RFPs, any/all of the RFQs, and/or any/all of the Contracts as it deems to be in the best interest of the County. An award is final only upon formal execution by Calhoun County Commissioners Court.

Per Local Government Code, Sec. 262.027, Calhoun County reserves the right to reject all Bids, RFPs, RFQs, and/or Contracts and to go out for new Bids, RFPs, RFQs, and/or Contracts.

In the event of tie Bids, RFPs, RFQs, and/or Contracts, the winning Bid, RFP, RFQ, and/or Contract is determined per the Texas Local Governmental Code 262.027(b).

Calhoun County, Texas is an Affirmative Action/Equal Opportunity Employer. The County does not discriminate on the basis of race, color, national origin, sex, sexual orientation, gender identity, religion, age or handicapped status in employment or the provision of services. Section 3 Residents, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and labor surplus area firms are encouraged to submit Bids, RFPs, RFQs, and/or Contracts.

Assignment:

The successful bidder/vendor may not assign, sell, sublease or otherwise transfer the Bid, RFP, RFQ, and/or Contract without first obtaining the written approval of Calhoun County Commissioners Court.

A change in ownership or management shall cancel the Bid, RFP, RFQ, and/or Contract unless a mutual agreement is reached with the new owner or manager to continue the Bid, RFP, RFQ, and/or Contract under the awarded provisions and approved by Calhoun County Commissioners Court.

Term of the Bid, RFP, RFQ, and/or Contract:

If the Bid, RFP, RFQ, and/or Contract is intended to cover a specific time period, said time will be given in the specifications, instructions, and/or contracts.

Obligation of the Bid, RFP, RFQ, and/or Contract:

Bids, RFPs, RFQs, and/or Contracts are awarded only upon formal execution by Calhoun County Commissioners Court. If a contract is required, the Calhoun County Judge or other person authorized by Calhoun County Commissioners Court must sign the contract before it becomes binding on Calhoun County. No person is authorized to sign contracts until authorized by Calhoun County Commissioners Court. Calhoun County is not responsible for any contract signed without Commissioners Court approval.

Delivery:

All items shall be shipped F.O.B. inside (or site location) delivery unless otherwise stated in the specifications. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes Calhoun County to purchase supplies from the next lowest bidder/vendor that met specifications.

Rejections:

Articles not in accordance with samples and specifications must be removed by the bidder/vendor at the bidder's/vendor's expense.

All disputes concerning quality of equipment, supplies, materials, products/goods, and/or services delivered under this Bid, RFP, RFQ, and/or contract will be determined by Calhoun County Commissioners Court or their designated representative.

Termination:

Calhoun County reserves the right to terminate the Bid, RFP, RFQ, and/or Contract for default if the bidder/vendor breaches any of the terms therein, including warranties of bidder/vendor or if the bidder/vendor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Calhoun County may have in law or equity.

Default may be construed as, but not limited to, failure to deliver the proper products/goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Calhoun County's satisfaction and/or to meet all other obligations and requirements.

Bids, RFPs, RFQs, and/or Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified. The bidder/vendor or Calhoun County must state therein the reasons for such cancellation. Calhoun County reserves the right to award cancelled Bid, RFP, RFQ, and/or Contract to the next lowest and best bidder/vendor that met specifications and is deemed to be in the best interest of Calhoun County.

Delinquent Property Taxes:

Calhoun County reserves the right to reject any Bid, RFP, RFQ, and/or Contract submitted by a bidder/vendor owing delinquent property taxes to Calhoun County, Texas.

If the bidder/vendor subsequently becomes delinquent in the payment of Calhoun County taxes this may be grounds for cancellation of the Bid, RFP, RFQ, and/or Contract. Despite anything to the contrary, if the bidder/vendor is delinquent in payment of Calhoun County taxes at the time of invoicing, bidder/vendor assigns any payments to be made under this Bid, RFP, RFQ, and/or Contract to the Calhoun County Tax Assessor Collector for the payment of delinquent taxes.

Certificate of Interested Parties – Form 1295

Section 2252.908 was added to the Government Code by the 84th Texas Legislature through adoption of House Bill 1295.

Senate Bill 255 adopted by the 85th Legislature Regular Session amended the law effective for contracts entered into or amended on or after January 1, 2018.

Additional exemptions from Form 1295 requirement were added for 1) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity, 2) a contract with an electric utility as defined by Section 31.002 of the Utilities Code, or 3) a contract with a gas utility as defined by Section 121.001 of the Utilities Code.

Notarization of Form 1295 has been replaced by an unsworn statement under penalty of perjury by an authorized representative of the business entity.

The Texas Ethics Commission promulgated rules to implement the law and established an online portal: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

The law states that a County may not enter into a contract with a business entity unless a Certificate of Interested Parties (Form 1295) has been completed and provided to the County at the time the contract is considered for action by Commissioners Court.

The term "business entity" includes a sole proprietorship, partnership or corporation (whether for-profit or non-profit). The term "contract" includes amendment, extension or renewal of an existing contract (Bids, RFPs, and/or RFQs also require Form 1295).

The law does not apply to a Bid, RFP, RFQ, and/or Contract between the County and another governmental entity or state agency.

The county is required to file Form 1295 with the state within thirty (30) days of approving a contract, and/or awarding a Bid, RFP, RFQ, and/or Contract with a business entity. Governmental transparency is the objective of the law.

A business entity must generate Form 1295 online. A business entity must use the application at the Texas Ethics Commission website to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number and date filed in the box marked "Office Use Only" located at the top right hand corner of the form.

An authorized agent of the business entity must sign and complete the bottom portion of the printed copy of the form affirming under the penalty of perjury that the completed form is true and correct.

Calhoun County Commissioners Court will not consider for action any Contract with a business entity unless it is accompanied by a completed and signed Form 1295 or a signed statement declaring the provision of the law under which the business entity is exempt. A business entity will generate Form 1295 online after notification of award and submit with their signed contract. (See Attachment A to General Conditions)

No later than thirty (30) days after Calhoun County Commissioners Court approves a contract with a business entity, the Calhoun County Clerk will file acknowledgement of receipt of the Form 1295 with the Texas Ethics Commission. The Texas Ethics Commission will post the completed Form 1295 to its website within seven (7) business days after Calhoun County acknowledges receipt of the form.

Debarment:

Bidder/vendor certifies that at the time of submission of its (their) Bid, RFP, RFQ, and/or Contract, the bidder/vendor, as well as the bidder's/vendor's principals, are not on the federal government's list of suspended, ineligible or debarred bidders/vendors and that the bidder/vendor and its (their) principals have not been placed on this list between the time of the Bid, RFP, RFQ, and/or Contract submission and the time of execution of the Bid, RFP, RFQ, and/or Contract.

A print out of the search results that includes the record date showing that the Company, and its Principals, if any, have an active registration with the System for Award Management (www.SAM.gov) AND are not

debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM) must be included with the bidder's/vendor's Bid, RFP, RFQ, and/or Contract.

If bidder/vendor or its (their) principals are placed on this list during the term of the Bid, RFP, RFQ, and/or Contract, the bidder/vendor shall notify the Calhoun County Auditor. False certification or failure to notify may result in termination of the Bid, RFP, RFQ, and/or Contract for default.

Invoices and Payments:

All invoices are subject to approval by the Calhoun County Auditor's Office.

Invoices shall be billed to Calhoun County to the attention of the County Department that the invoice pertains to and, if applicable, have all necessary backup information needed.

Invoices shall be itemized (detailed) and free of sales tax (state, city and county sales tax) and federal excise taxes, if applicable.

Invoices that are not billed to Calhoun County to the attention of the County Department that the invoice pertains to, not itemized (detailed) and/or free of sales tax (state, city and county sales tax) and federal excise taxes, if applicable, may be returned to the bidder/vendor for corrections. Calhoun County will not incur any fees and/or charges for this request and/or delay in payment of the invoice(s) that was originally submitted incorrectly.

Approval of payment of all invoices will be made once the purchase order and invoice(s) are properly and timely submitted to the Calhoun County Treasurer's Office by the appropriate County department. Each County department is responsible for submitting their purchase orders for payment to the Calhoun County Treasurer's Office by the deadline time and date set forth by the Treasurer's office. No payment can be made or mailed out until approved by Calhoun County Commissioners Court. Purchase order due dates/times and Commissioners Court dates/times are subject to change.

Calhoun County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to the seller by the county.

Gratuities:

Calhoun County may, by written notice to the bidder/vendor, cancel any order and/or service without liability, if it is determined by Calhoun County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the bidder/vendor, or any agent or representative of the bidder/vendor to any official, employee, or agent of Calhoun County with a view toward securing a Bid, RFP, RFQ, Contract, order, and/or service.

In the event a Bid, RFP, RFQ, Contract, order, and/or service is canceled by Calhoun County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by bidder/vendor in providing such gratuities.

Warranty Product:

Bidder/vendor warrants that products/goods sold to and/or services provided to Calhoun County shall conform to the highest commercial and/or professional standards in the industry and laws established by the U.S. Department of Labor, U.S. Department of Homeland Security, Occupational Safety and Health Administration and OSHA Act of 1970.

In the event products/goods sold and/or services provided do not conform to OSHA Standards, where applicable, Calhoun County shall return the product/item for correction or replacement at the bidder's/vendor's expense. In the event that services do not conform to OSHA Standards, Calhoun County

may immediately stop the services and seek reimbursement for said services at the bidder's/vendor's expense.

In the event the bidder/vendor fails to make the appropriate correction within a reasonable time, correction made by Calhoun County shall be at the bidder's/vendor's expense.

Bidder/vendor shall not limit or exclude any implied warranties and any attempt to do so shall render this Bid, RFP, RFQ, and/or Contract voidable at the option of Calhoun County.

Bidder/vendor warrants that the products/goods and/or services furnished and/or performed will conform to the specifications, scope of work, general conditions, drawings, and/or descriptions listed in the Bid, RFP, RFQ, and/or Contract and to the sample(s) furnished by bidder/vendor, if any.

In the event of a conflict between the specifications, scope of work, general conditions, drawings, and/or descriptions, the specifications shall govern.

All products/goods must be new, in first class condition, unless otherwise specified. The design, strength and quality of materials must conform to the highest standards of manufacturing practice.

Products/goods, and/or services supplied and/or performed under this Bid, RFP, RFQ, and/or Contract shall be subject to Calhoun County's approval.

Successful bidder/vendor shall warrant that all products/goods and/or services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. Any products/goods and are services found defective or not meeting specifications shall be picked up and promptly replaced or corrected to Calhoun County's satisfaction by the successful bidder/vendor at no expense to Calhoun County.

Cancellation:

Calhoun County shall have the right to cancel for default all or any part of the undelivered portion of an order and/or services if bidder/vendor breaches any of the terms hereof including warranties of bidder/vendor, or if the bidder/vendor becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Calhoun County may have in law or equity. Calhoun County shall not incur any fees and/or charges related to the cancellation. The bidder/vendor shall be responsible for any fees and/or charges that are related to the cancellation.

Force Majeure:

Force Majeure means a delay encountered by a party in the performance of its obligations under this Bid, RFP, RFQ, and/or Contract, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors.

In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Bid, RFP, RFQ, and/or Contract, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Bid, RFP, RFQ, and/or Contract from terminating in accordance with the termination provisions.

If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

Waiver:

No claim or right arising out of a breach of any Bid, RFP, RFQ, and/or Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

Applicable Law:

To the extent it is applicable, this Bid, RFP, RFQ, and/or Contract shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the "Uniform Commercial Code" as adopted in the State of Texas as effective and in force on the date of this Bid, RFP, RFQ, and/or Contract. Otherwise, Texas state and federal law shall apply.

Prohibition against Personal Interest in Bids, RFPs, RFQs, and/or Contracts:

No official, employee, or agent of Calhoun County shall have financial interest, direct or indirect, in any Bid, RFP, RFQ, and/or Contract with Calhoun County, or shall be financially interested, directly or indirectly, in the sale/lease to Calhoun County of any land, materials, supplies, or service, except on behalf of Calhoun County as an official, employee, or agent. Any willful violation of this section shall constitute malfeasance in office, and any official, employee, or agent guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the company, corporation, firm, partnership, or individual contracting with Calhoun County shall render the Bid, RFP, RFQ, and/or Contract involved voidable by the Calhoun County Commissioners Court.

Insurance:

Proof (copy of bidder's/vendor's current insurance) of the below listed insurance may be required to be returned with the Bid, RFP, RFQ, and/or Contract.

As additional security for Calhoun County and as separate obligations of bidder/vendor not in conjunction with any other provisions of the Bid, RFP, RFQ, and/or Contract, bidder/vendor agrees to carry and maintain during the term of the Bid, RFP, RFQ, and/or Contract the minimum insurance coverages stated below.

Before commencing work, the successful bidder/vendor shall be required, at his own expense, to furnish the Calhoun County Auditor within ten (10) days of notification of award with a certificate(s) of liability insurance (Form ACORD 25 or equivalent) showing, at least, the following minimum insurance coverage to be in force throughout the term of the Bid, RFP, RFQ, and/or Contract. Higher rates and/or additional coverage may apply depending upon type of Bid, RFP, RFQ, and/or Contract.

- General Liability (\$100,000/\$300,000 or greater)
- Workers' Compensation (at Statutory Limits)
- Employer's Liability (\$1,000,000 or greater)
- Auto Insurance (\$100,000 BIPP/\$300,000 BIPO/\$100,000 PD or greater)
- Professional Liability Insurance (if applicable)
- Farm Liability Insurance (if applicable)

Coverages shall apply on an occurrence basis.

The certificate(s) must reflect, by policy endorsement, that Calhoun County, Texas is an additional insured on all required policies.

Each certificate of liability insurance (Form ACORD 25 or equivalent) to be furnished by successful bidder's/vendor's insurance agent shall include, by endorsement to the policy, a statement that a notice shall

be given to the Calhoun County Auditor by certified mail thirty (30) days prior to cancellation, material change, or non-renewal in coverage.

Calhoun County's receipt of or failure to object to any insurance certificates or policies submitted by the bidder/vendor does not release or diminish in any manner the liability or obligations of the bidder/vendor or constitute a waiver of any of the insurance requirements for the Bid, RFP, RFQ, and/or Contract.

Replacement certificate(s) of liability insurance (Form ACORD 25 or equivalent) evidencing continuation of such coverage and naming, by policy endorsement, Calhoun County as an additional insured, shall be furnished to the Calhoun County Auditor's office prior to the expiration of the current policies.

Should bidder/vendor at any time neglect, refuse to provide, or cancel the insurance required, Calhoun County shall have the right to terminate the Bid, RFP, RFQ, and/or Contract or pursue any remedy available by law.

The insurance coverage requirements in the Bid, RFP, RFQ, and/or contract will in no way be construed as limiting the scope of indemnification.

OSHA Requirements:

Bidder/vendor must meet all Federal and State OSHA requirements.

The bidder/vendor hereby guarantees to Calhoun County that all materials, supplies, equipment and/or services listed on the Bid, RFP, RFQ, Contract, Purchase Order or Invoice shall conform to the requirements, specifications and standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970, as amended and in force at the date hereof.

Protest Procedures:

All protests and disputes will be held in Port Lavaca, Calhoun County, Texas.

Any actual or prospective bidder/vendor who believes they are aggrieved in connection with or pertaining to a Bid, RFP, RFQ, and/or Contract may file a protest. The protest must be delivered in writing to the Calhoun County Auditor's Office, in person or by certified mail return receipt requested prior to award. The written protest must include:

- Name, mailing address and business phone number of the protesting party;
- Appropriate identification of the Bid, RFP, RFQ, and/or Contract being protested;
- A precise statement of the reasons for the protest; and
- Any documentation or other evidence supporting the protest and any alleged claims.

The Calhoun County Auditor's Office will attempt to resolve the protest, including at the County Auditor's option, meeting with the protesting party. If the protest is successfully resolved by mutual agreement, written verification of the resolution, with specifics on each point addressed in the protest, will be forwarded to Calhoun County Commissioners Court.

If the Calhoun County Auditor's Office is not successful in resolving the protest, the protesting party may request in writing that the protest be considered by Calhoun County Commissioners Court. Applicable documentation and other information applying to the protest will be forwarded to Calhoun County Commissioners Court, who will promptly review such documentation and information.

If additional information is required, Calhoun County Commissioners Court will notify the protesting party to provide such information. The decision of Calhoun County Commissioners Court will be final.

Public Information Act:

All governmental information is presumed to be available to the public. Certain exceptions may apply to the disclosure of the information. Bidder/Vendor waives any obligation to the release to the public of any documents submitted in accordance with the Bid, RFP, RFQ, and/or Contract. Governmental bodies shall promptly release requested information that is not confidential by law, either constitutional, statutory, or by judicial decision, or information for which an exception to disclosure has not been sought.

CALHOUN COUNTY AUDITOR

To request information from Calhoun County, please contact:

Calhoun County Auditor
Calhoun County Courthouse Annex II
202 S Ann St, Suite B
Port Lavaca, TX 77979
Phone: 361-553-4610
Fax: 361-553-4614

The Packet, Invitation for Bids, Request for Proposals and/or Request for Qualifications are posted on Calhoun County's website, www.calhouncotx.org, under Public Notices, Bid Notices and Results.

ATTACHMENT A

CALHOUN COUNTY, TEXAS GENERAL CONDITIONS

CERTIFICATE OF INTERESTED PARTIES FORM 1295

A business entity will generate Form 1295 online after notification of award and submit with their signed contract. Form 1295 must be filled out and submitted online, printed, complete #6, signed and returned with the Agreement, Contract, or Lease. *See Calhoun County, Texas – Policy of Compliance*

TO FILL OUT FORM 1295:

Go to: <https://www.ethics.state.tx.us/File>

1. If you have an account, log in and proceed with the process or if you do not have an account, follow the instructions to set up an account and then proceed with the process.
2. Submit and print a copy of the form which will contain a unique certification number and date submitted in the upper right hand box that is marked "Office Use Only".
3. The Respondent or an authorized agent of the Respondent must sign and date the printed copy of the form (making sure all of #6 is completed).
4. The completed Form 1295 must be included with your Agreement, Contract or Lease, when it is submitted to Calhoun County.

For help in filling out the form:

- #1 Name of Business Entity filing the form, and the City, State and Country of the Entity's place of business
- #2 Calhoun County, Texas
(Also, if applicable, insert name of County Department)
- #3
 - Contract number, if not given, can be the year or dates associated with the Agreement, Contract, Lease *or* if for a Bid, RFP, or RFQ, the Bid, RFP, RFQ number and dates the Bid, RFP, RFQ pertains to
 - Description is description of Agreement, Contract, Lease *or* name of Bid, RFP, RFQ

On #4 and #5, complete only the one that applies to you

- #4 Fill in the correct information if this applies

OR

- #5 Mark an X in the Box if this applies

- #6 Fill in the correct information, submit and print
After printing, the respondent or an authorized agent of the respondent must sign and date (making sure all of #6 is completed)

When you print you should see a Certificate Number and Date in the upper right hand box that is marked "Office Use Only".

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address _____
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Calhoun County, Texas
POLICY OF COMPLIANCE

SECTION 2252.908 TEXAS GOVERNMENT CODE

Approved by Commissioners Court January 28, 2016

Amended by Commissioners Court January 31, 2018 and September 14, 2022

BACKGROUND

Section 2252.908 was added to the Government Code by the 84th Texas Legislature through the adoption of House Bill 1295. The law states that the County may not enter into a contract with a business entity unless a Certificate of Interested Parties (Form 1295) is provided to the county at the time the contract is considered for action by Commissioner's Court. The term "business entity" includes a sole proprietorship, partnership or corporation (whether for-profit or non-profit). The term "contract" includes amendment, extension or renewal of an existing contract. The law does not apply to a contract between the County and another governmental entity or state agency. The county is required to file Form 1295 with the state within 30 days of approving a contract with a business entity. Governmental transparency is the objective of the law.

Senate Bill 255 adopted by the 85th Legislature Regular Session amended the law effective for contracts entered into or amended on or after January 1, 2018. Additional exemptions from Form 1295 requirement were added for 1) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity, 2) a contract with an electric utility as defined by Section 31.002 of the Utilities Code, or 3) a contract with a gas utility as defined by Section 121.001 of the Utilities Code. Notarization of Form 1295 has been replaced by an unsworn statement under penalty of perjury by an authorized representative of the business entity.

The Texas Ethics Commission promulgated rules to implement the law and established an online portal https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. A business entity will generate Form 1295 online. Calhoun County will acknowledge online the receipt of Form 1295 after a contract is executed. Within seven business days, Form 1295 will be available for public viewing on the Commission's website.

COMPLAINE

Calhoun County Commissioners Court will not consider for action any contract with a business entity unless it is accompanied by a completed, signed Form 1295 or a signed statement declaring the provision of the law under which the business entity is exempt.

No later than 30 days after Commissioner's Court approves a contract with a non-exempt business entity, the **County Clerk** will file acknowledgement of receipt of the Form 1295 with the Texas Ethics Commission.

SPECIFICATIONS FOR
ANNUAL SUPPLY CONTRACT FOR
ASPHALTS, OILS AND EMULSIONS
BID NUMBER: 2025.03

BY ORDER of the Commissioners Court of Calhoun County, Texas, sealed Bids will be received for Asphalts, Oils and Emulsions for the County's Road and Bridge Precincts.

Contact, billing and location for each Calhoun County Road and Bridge Precinct can be found on the Form: Contact, Billing and Location Information for Calhoun County Precincts

INVITATION TO BID PACKET

The complete Invitation to Bid Packet may be downloaded from the County's website, www.calhouncotx.org (under Public Notices, Bid Notices and Results, Bid Notices, 2025) or by contacting Demi Cabrera, Assistant Auditor, at demi.cabrera@calhouncotx.org or 361-553-4613.

The complete Invitation to Bid Packet must be used in preparing the Bid. Calhoun County does not assume any responsibility for errors or misinterpretations resulting from the use of an incomplete Invitation to Bid Packet.

SUBMISSION OF SEALED BIDS

SEALED BIDS ARE DUE BEFORE 2:00:00 PM, WEDNESDAY, OCTOBER 24, 2024 in the County Judge's Office, Calhoun County Courthouse, 211 South Ann Street, 3rd Floor, Suite 301, Port Lavaca, Texas.

ALL BIDS (one original) shall be delivered to the office of the Calhoun County Judge in a SEALED 9 x 12 or larger envelope and CLEARLY MARKED on the outside of the envelope:

SEALED BID NUMBER 2025.03

ANNUAL SUPPLY CONTRACT FOR ASPHALTS, OILS AND EMULSIONS

If the SEALED BID is sent by UPS, FedEx, or other delivery service, the outside of this envelope must be clearly marked:

SEALED BID NUMBER 2025.03

ANNUAL SUPPLY CONTRACT FOR ASPHALTS, OILS AND EMULSIONS

SEALED BIDS may be hand delivered or mailed to:

Honorable Richard H. Meyer
Calhoun County Judge
Calhoun County Courthouse
211 South Ann Street
3rd Floor, Suite 301
Port Lavaca, Texas 77979

A late delivery with an early postmark will not suffice.

Calhoun County is not responsible for the delivery of your Bid to the office of the County Judge or delivery to the wrong office. If you choose to send your Bid by postal delivery, it is recommended that you call the County Judge's office at 361-553-4600 to verify receipt of your Bid prior to the Bid due date and time.

It is the responsibility of the submitting vendor to ensure that the sealed Bid is received in a timely manner. Calhoun County does not accept faxed or emailed Bids. Calhoun County accepts no financial responsibility for any cost incurred by any vendor in the course of responding to the Bid. Bids received after the deadline will not be opened and will not be considered for award, regardless of whether or not the delay was outside of the control of the submitting vendor.

The cell phone in the County Judge's office or the cell phone of the County Auditor's Representative is the official clock that shall be used in determining the time the Bid is received and the 2:00:00 PM deadline. No Bids will be accepted after the due date and 2:00:00 PM deadline has been reached.

BID TERM

The Bid shall be in effect for a period of one (1) year: January 1, 2025 through December 31, 2025

BID INFORMATION/REQUIREMENTS

To submit a valid Bid, read the entire Invitation to Bid Packet for all requirements and required forms that must be included and returned with the submitted Bid.

Calhoun County is always very conscious and extremely appreciative of the time and effort you have expended to submit a Bid. If you will not be submitting a Bid, we would appreciate you indicating on your "NO BID" response any requirements of this Bid request which may have influenced your decision to "NO BID".

Calhoun County is not responsible for errors if the Bid forms are handwritten. It is recommended that all information submitted by the vendor on the Bid forms be typed. If handwritten, must be in ink and legible. White out is not acceptable.

Asphalts, Oils and Emulsions shall meet or exceed "Texas Department of Transportation Current Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges" and/or Calhoun County requirements.

ASPHALTS, OILS AND EMULSIONS (Bid Item Listed or Equivalent)

Bid Item #1: Primer Oil or Equivalent

Bid Item #2: P2 Prime Concentrate or Equivalent

Bid Item #3: RC-250 or Equivalent -- Temperature must be no lower than 140°

Bid Item #4: CRS-2 or Equivalent -- Temperature must be no lower than 150° and
no higher than 180°

Bid Item #5: P2 CWE-2 or Equivalent

Vendor may submit a Bid for any or all Asphalts, Oils and Emulsions or Equivalent for any location.

Vendor must be able to furnish Bid items under terms of these specifications and general conditions if vendor is awarded a Bid.

Calhoun County is EXEMPT from all Sales Tax (county, city and state sales tax) and all Federal Excise Taxes, if applicable under Section 151.309 of the Texas Tax Code. Upon request, tax exempt forms will be furnished to the vendor by the County Auditor's Office. Vendor is to issue its Texas Resale Certificate to vendors or subcontractors for such items qualifying for this exemption.

Pump and hoses, if applicable, are to be furnished by the vendor at no extra charge or the charge for the pump and hoses, if applicable, must be included in the Bid.

Demurrage charges, if applicable, stated separately from the Bid price of the product/material will increase the amount of the Bid price for the product/material.

The Bid for any or all Asphalts, Oils and Emulsions must be broken down into price per unit and delivery price per unit.

A fuel adjustment will be allowed, with a cap of 15% plus or minus, on the delivery price only as fluctuations in diesel prices occur as listed on <http://www.eia.gov/petroleum/gasdiesel>, using the Gulf Coast Region. The baseline price will be the price on this site on Monday, October 28, 2024, rounded to the nearest one-hundredth and thereafter the index will be adjusted and documented on Monday of each week after Bids are accepted.

The allowable fuel adjustment will be calculated by subtracting the baseline price from the posted price for the Monday immediately prior to the delivery date of the product/material (if delivered on a Monday, the posted price on the Monday *prior* to delivery must be used), and if the difference is less than 5 cents no adjustment will be allowed; 5 cents to 9 cents a 1% plus or minus adjustment to the delivery price per unit; 10 cents to 14 cents a 2% plus or minus adjustment to the delivery price per unit; 15 to 19 cents a 3% plus or minus adjustment to the delivery price per unit; 20 to 24 cents a 4% plus or minus adjustment to the delivery price per unit and so on. **A 1% adjustment will be made on the delivery price for every 5 cent increase or decrease from the baseline price, not to exceed 15% plus or minus.**

Vendor must include a copy of the document from the EIA.GOV website that was used to determine delivery price when invoicing Calhoun County and the calculations on the increase or decrease in the delivery price.

Vendor will be required to deliver to all jobsites in Calhoun County as directed by the Commissioner of applicable Calhoun County Precinct.

Jobsite can be road, field location or stockpile at designated Calhoun County locations.

Miles from pit to stockpile and/or jobsite will be shortest legal route.

Total Bid price, stated on the Invitation to Bid Form, shall include all fees, transportation costs and/or delivery fees to the designated Calhoun County Precinct stockpile or jobsites.

Products/materials shall be ordered in quantities as determined by each Calhoun County Commissioner.

Calhoun County Precincts will put out needed signs and barricades for traffic control.

Calhoun County Precincts will accept the number of trucks necessary to do a job on a most cost efficient basis, which could require various numbers of trucks.

Any Vendor traveling on Calhoun County roads will not exceed its legal gross weight.

Each load shall be weighed on a certified public scale. Truck and trailer shall be weighed empty at least once on each job run, or when a change is made due to changing truck, trailer, or other. Cost of weighing shall be paid by the hauler. Driver shall get a product/material company ticket from pit or location when loading. A copy of the scale weight ticket, product/material company ticket and company delivery ticket shall be given to the Calhoun County employee at the jobsite when load is inspected and dumped.

Calhoun County Precincts will supervise the dumping of loads and a Calhoun County employee will sign the delivery ticket. The Calhoun County Precinct must receive a copy of the signed delivery ticket.

Calhoun County shall have the right to pull sample loaded truck(s) to a certified scale of Calhoun County's choice for loaded weight, unload truck(s) and take empty weight on same scale to verify weights. Calhoun County shall pay for the weighing.

Calhoun County legally accepts the product/material after it is unloaded and approved by the Calhoun County Commissioner of said precinct.

Any exceptions and or variations from the specifications in this Bid document must be indicated on the Bid form or on a separate attachment to the Bid and labeled as such. Exceptions taken and/or variations made to the specifications and listed on the vendor's Bid or separate attachment may void the Bid.

The request for a Bid on a product/material does not guarantee that Calhoun County will purchase this product/material during the Bid period. Calhoun County does not guarantee to purchase any minimum or maximum quantities. The products/materials will only be ordered as needed.

When required, all products/materials ordered will be delivered to the Calhoun County Precinct within 24 hours from time of order. In the event the vendor is unable to deliver the product/material ordered within 24 hours from time of order, Calhoun County reserves the right to cancel the order and re-order the said product/material from the vendor which submitted the next lowest Bid that met specifications and can deliver within 24 hours from time of order. Calhoun County shall not incur any penalties, fees and/or other charges when cancelling an order.

Vendor shall be required to notify Calhoun County in the event of unforeseen delay arising in the delivery of an order. In the event an order will not arrive at the Calhoun County Precinct at the designated time, Calhoun County shall have the right to cancel the order or refuse acceptance of the order. Calhoun County shall not be assessed any penalties, fees and/or other charges due to this cancellation or refusal.

In the event the vendor is unable to furnish any item within a reasonable time after an order is placed due to strikes, war or any reason beyond the vendor's and/or supplier's control, the County reserves the right to purchase these items from any source, without causing this contract to be cancelled.

Calhoun County or the vendor have the right to cancel the delivery of a product/material at any time due to weather, road conditions and/or machinery breakdown. No penalties, fees and/or other charges will be billed to Calhoun County if the delivery of a product/material is cancelled by Calhoun County or the vendor due to weather, road conditions and/or machinery breakdown.

The County reserves the right to refuse any order delivered for not being in compliance with the specifications, general conditions and/or the "Hazardous Communications Act", commonly known as the "Texas Right to Know Act".

The vendor, at the vendor's cost, shall immediately remove the product/material from the Calhoun County Precinct that are deemed unsatisfactory, and are not in compliance with the specifications, general conditions and/or do not meet State and/or Federal Regulations. No penalties, fees, and/or other charges will be billed to Calhoun County for the removal of the product/material from the Calhoun County Precinct.

Safety Data Sheets and Placards, if applicable, must be furnished at the time of delivery as specified by State and/or Federal Regulations.

Calhoun County reserves the right to conduct random sampling of pre-qualified products/materials for testing and to perform random audits of test reports. Calhoun County representatives may sample products/materials from the manufacturing plant, terminal, shipping container and any other source they deem necessary to insure reliability of the product/materials. If testing will be performed through a third party, the vendor will be required to allow the third party access to the facilities in order to acquire samples for testing. Regardless of results of any products/materials test required by Calhoun County, all costs incurred for such tests shall be paid for by the vendor.

Specifications are not being met if products/materials are not delivered at the required temperatures or the time and date requested by Calhoun County's Commissioner are not met.

The award of a Bid will be voided if specifications, general conditions and instructions within this Invitation to Bid Packet are not followed. The Bid would then be awarded to the vendor which submitted the next lowest Bid that met specifications and all requirements of the Invitation to Bid Packet.

All Calhoun County Precincts handle their own orders; therefore, invoices shall be billed to each Calhoun County Precinct separately.

All invoices must be billed to Calhoun County to the attention of the Calhoun County Commissioner and Precinct ordering the product/material.

Bid item number and product/material description, as stated on the Invitation to Bid form, awarded product/material Bid price per unit and delivery price per unit must appear on all invoices in order to be considered for payment. Listing the Bid item number and exact product/material description, as on the Invitation to Bid Form, will avoid any confusion when the invoice is processed for payment.

No other charges, including, but not limited to, pump, hoses, special fees or after hour delivery fees, may be added to the awarded Bid price per unit and delivery price when invoiced unless these charges were noted on the Bid form or separate attachment and awarded as such.

Invoices shall be free from sales tax (county, city or state sales tax) and federal excise taxes, if applicable.

Invoices shall include a copy of the document from the EIA.GOV website that was used to calculate the increase or decrease in the delivery charge.

Invoices shall show the calculation on how the increase or decrease in delivery price was reached.

Invoices shall include a copy of the delivery ticket that shows confirmation of delivery.

It is understood that Calhoun County Commissioners Court reserves the right to accept or reject any and/or all Bids for any/or all products/materials and/or services covered in this Bid request and to waive technicalities or defects in Bids, or to accept such Bids as it shall deem to be most advantageous and in the best interest of Calhoun County.

Calhoun County Commissioners have the right to reject at any time any product/material that is undesirable for either road or jobsite location. If any product/material is rejected, the County will not incur any return freight, fees or any other charges on the rejected product/material.

Calhoun County will evaluate and award the Bid based on lowest and best Bid meeting specifications and all requirements of the Invitation to Bid Packet. "Lowest and best" means a Bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties and customer service after a sale. Calhoun County reserves the right to accept and/or reject any/all of the options Bid as it deems to be in the best interest of Calhoun County.

Although the cost of products/materials to be provided is an essential part of the Bid, Calhoun County is not obligated to award a Bid (contract) on the sole basis of cost but will award to the vendor considered to be the best value to the Calhoun County.

The Bid award shall be based on, but not necessarily limited to, the following factors:

- Unit price
- Extended price (and other charges, if any)
- Special needs and requirements of Calhoun County

- Delivery
- Compliance in returning (including) all required forms
- Results of testing samples (if required by Calhoun County)
- Calhoun County's experience with products/materials Bid
- Vendor's past performance record with Calhoun County

If Bids are awarded, award information will be emailed to all vendors that submitted a Bid regardless if the vendor was awarded a Bid or not. Calhoun County Commissioners Court and the County Auditor's office work diligently to get this information to the vendors as soon as possible. To obtain results, or if you have any questions, please contact Demi Cabrera, Calhoun County Assistant Auditor, 202 S. Ann St., Suite B, Port Lavaca, Texas 77979, or by phone or email, (361) 553-4613, demi.cabrera@calhouncotx.org. As time permits, Bid awards will be posted on Calhoun County's website, www.calhouncotx.org, under Public Notices, Bid Notices and Results, Results, 2025.

Once Bids are awarded by Calhoun County Commissioners Court, the County Auditor's Office will send the awarded vendor the following: (1) The contract; (2) A request for Form 1295, Certificate of Interested Parties; and (3) A request for the insurance requirements, Certificate of Insurance. All documents must be returned and accepted by Calhoun County Commissioners Court before the award will be complete, valid and in effect.

Calhoun County or the vendor may cancel this contract at any time for any reason, provided a written notice is given.

Should there be a change in ownership or management, the contract shall be cancelled unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and prices.

Vendor understands that Calhoun County is a government entity subject to Texas State and Federal public information statutes. Vendor hereby waives any obligation to the release to the public of any documents submitted in accordance with the Bid.

No person has the authority to verbally alter these specifications or any information within the Invitation to Bid packet. Any changes will be made in writing (Addendum approved by Calhoun County Commissioners Court) and mailed and or emailed to each vendor that received a Bid packet.

All disputes or protests will be held in Calhoun County, Texas.

INSURANCE REQUIREMENTS

Before commencing work under the contract, the vendor must furnish, at their own expense, certificates of insurance or other acceptable evidence from a reputable insurance company or companies acceptable to Calhoun County, licensed to write insurance in the State of Texas showing the contractor (vendor) is covered by insurance within the minimum limits of liability listed in the General Conditions that are included in this Invitation to Bid Packet and shall remain in force until all work under the contract is completed. If for any reason insurance coverage is not kept in force, all deliveries must be stopped until an acceptable Certificate of Insurance is provided to the County. The County Auditor's office and the County Commissioners' should be provided with 30 days advance notice of changes or termination of

coverage. The County shall be covered as an additional insured and the certificate of insurance must also include a waiver of subrogation in favor of the County. The vendor shall be responsible for any deductions stated in the policy.

The vendor shall include all subcontractors as insured under its policies or shall furnish separate certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements under this contract.

Nothing contained in the insurance requirements shall be construed as limiting the extent of the vendor's responsibility for payment of damages resulting from operations under this contract.

Any failure of the vendor to comply with the reporting provisions of the insurance policies shall not affect the coverage provided to the County. The insurance provided by the vendor shall be primary as respects to the County. Any insurance maintained by the County shall be excess of the vendor's insurance and shall not contribute to it.

REQUIRED FORMS TO BE RETURNED WHEN SUBMITTING A BID

If any Required Form is "Not Applicable", mark "NA" and include when submitting a Bid.

- Invitation to Bid Form (Page 30-33)
- Vendor and Order Information Form (Page 34)
- Affidavit (Page 35)
- Conflict of Interest Questionnaire, Form CIQ (Page 37)
- Certificate Regarding Debarment & Suspension and Other Responsibility Matters (Page 40)
- Certification Regarding Lobbying (Page 41)
- Disclosure of Lobbying (Page 43)
- House Bill 89 Verification (Page 44)
- Residence Certification (Page 45)
- W-9 (Page 46)

CONTACT, BILLING AND LOCATION INFORMATION FOR CALHOUN COUNTY PRECINCTS

Calhoun County Precinct 1

Commissioner David Hall
305 Henry Barber Way (by the County Fairgrounds)
Port Lavaca, TX 77979
Office Manager: Angela Torres
Office: 361-552-9242
Fax: 361-553-8734
Location Stockpile: 305 Henry Barber Way, Port Lavaca, TX
Laydown Yard: 1890 FM 2760, Port Lavaca, TX

Calhoun County Precinct 2

Commissioner Vern Lyssy
5812 FM 1090 (Six Mile)
Port Lavaca, TX 77979
Office Manager: Lesa Jurek
Office: 361-552-9656
Fax: 361-553-6664
Location of Stockpile: 5812 FM 1090, Port Lavaca, TX

Calhoun County Precinct 3

Commissioner Joel Behrens
24627 State Hwy 172 (Olivia)
Port Lavaca, TX 77979
Office Manager: Lynette Adame
Office: 361-893-5346
Fax: 361-893-5309
Location of Stockpile: 24627 State Highway 172, Olivia TX

Calhoun County Precinct 4

Precinct 4-P (Port O'Connor)
Commissioner Gary Reese
Trevor St off of Hwy 185
Port O'Connor, TX 77982
Office Manager: April Townsend
Use same numbers as Seadrift (4-S)
Location of Stockpile – Pct 4-P Barn #3: 93 Trevor Street off of Highway 185, Port O'Connor, TX

Calhoun County Precinct 4

Precinct 4-S (Seadrift)
Commissioner Gary Reese
104 E Dallas St
PO Box 177
Seadrift, TX 77983
Office Manager: April Townsend
Office: 361-785-3141
Fax: 361-785-5602
Location of Stockpile – Pct 4-S Barn #2: 448 Harbor Road, Seadrift TX

REQUIRED FORMS

FORMS REQUIRED TO BE RETURNED WHEN SUBMITTING A BID

Vendor must return the following forms:

If any Required Form is "Not Applicable", mark "NA" and include when submitting a Bid

- Invitation to Bid Form (Page 30-33)
- Vendor and Order Information Form (Page 34)
- Affidavit (Page 35)
- Conflict of Interest Questionnaire Form CIQ (Page 37)
- Certification Regarding Debarment & Suspension and Other Responsibility Matters (Page 40)
- Certification Regarding Lobbying (Page 41)
- Disclosure of Lobbying Activities (Page 43)
- House Bill 89 Verification (Page 44)
- Residence Certification (Page 45)
- W-9 (Page 46)

Submitted Bid consists only of the above required forms

INVITATION TO BID FORM

ANNUAL SUPPLY CONTRACT FOR ASPHALTS, OILS AND EMULSIONS

Bid Number: 2025.03

January 1, 2025 through December 31, 2025

Vendor's Name & Address

- Please Type. If handwritten, must be in ink and legible. White out is not acceptable.
- SEE SPECIFICATIONS AND GENERAL CONDITIONS FOR COMPLETE REQUIREMENTS
- PRODUCTS/MATERIALS BID MUST BE BROKEN DOWN INTO PRICE PER UNIT AND DELIVERY PRICE PER UNIT

ASPHALTS, OILS AND EMULSIONS

Item 300, Asphalts, Oils and Emulsions

(Bid Item Listed or Equivalent)

Bid Item #1: Primer Oil or Equivalent

Price per gallon / delivery price to County Stockpile and/or Jobsite

LOCATION	Unit	PRODUCT/ MATERIAL	DELIVERY	TOTAL	DEMURRAGE, IF ANY
Precinct 1	Gallon				\$_____ Per Hour After _____ Free Hours
Precinct 2	Gallon				\$_____ Per Hour After _____ Free Hours
Precinct 3	Gallon				\$_____ Per Hour After _____ Free Hours
Precinct 4-P	Gallon				\$_____ Per Hour After _____ Free Hours
Precinct 4-S	Gallon				\$_____ Per Hour After _____ Free Hours

Remarks: _____

Bid Item #2: P2 Prime Concentrate or Equivalent

Price per gallon / delivery price to County Stockpile and/or Jobsite

LOCATION	Unit	PRODUCT/ MATERIAL	DELIVERY	TOTAL	DEMURRAGE, IF ANY
Precinct 1	Gallon				\$_____ Per Hour After _____ Free Hours
Precinct 2	Gallon				\$_____ Per Hour After _____ Free Hours
Precinct 3	Gallon				\$_____ Per Hour After _____ Free Hours
Precinct 4-P	Gallon				\$_____ Per Hour After _____ Free Hours
Precinct 4-S	Gallon				\$_____ Per Hour After _____ Free Hours

Remarks: _____

Bid Item #3: RC-250 or Equivalent

Temperature must be no lower than 140°

Price per gallon / delivery price to County Stockpile and/or Jobsite

LOCATION	Unit	PRODUCT/ MATERIAL	DELIVERY	TOTAL	DEMURRAGE, IF ANY
Precinct 1	Gallon				\$_____ Per Hour After _____ Free Hours
Precinct 2	Gallon				\$_____ Per Hour After _____ Free Hours
Precinct 3	Gallon				\$_____ Per Hour After _____ Free Hours
Precinct 4-P	Gallon				\$_____ Per Hour After _____ Free Hours
Precinct 4-S	Gallon				\$_____ Per Hour After _____ Free Hours

Remarks: _____

Bid Item #4: CRS-2 or Equivalent**Temperature must be no lower than 150° and no higher than 180°**

Price per gallon / delivery price to County Stockpile and/or Jobsite

LOCATION	Unit	PRODUCT/ MATERIAL	DELIVERY	TOTAL	DEMURRAGE, IF ANY
Precinct 1	Gallon				\$_____ Per Hour After _____ Free Hours
Precinct 2	Gallon				\$_____ Per Hour After _____ Free Hours
Precinct 3	Gallon				\$_____ Per Hour After _____ Free Hours
Precinct 4-P	Gallon				\$_____ Per Hour After _____ Free Hours
Precinct 4-S	Gallon				\$_____ Per Hour After _____ Free Hours

Remarks: _____

Bid Item #5: P2 CWE-2 or Equivalent

Price per gallon / delivery price to County Stockpile and/or Jobsite

LOCATION	Unit	PRODUCT/ MATERIAL	DELIVERY	TOTAL	DEMURRAGE, IF ANY
Precinct 1	Gallon				\$_____ Per Hour After _____ Free Hours
Precinct 2	Gallon				\$_____ Per Hour After _____ Free Hours
Precinct 3	Gallon				\$_____ Per Hour After _____ Free Hours
Precinct 4-P	Gallon				\$_____ Per Hour After _____ Free Hours
Precinct 4-S	Gallon				\$_____ Per Hour After _____ Free Hours

Remarks: _____

Be sure to read, complete, sign and date the next page

The undersigned affirms that they are duly authorized to execute this Bid and that this company, corporation, firm, partnership or individual has not prepared this Bid in collusion with any other vendor, that the contents of this Bid as to prices, terms or conditions of said Bid have not been communicated by the undersigned nor by their employees or agents to any official, employee or agent of Calhoun County or any other person engaged in this type of business prior to the official opening of this Bid.

The undersigned affirms that they have not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any official, employee or agent of Calhoun County in connection with this Bid.

The undersigned affirms that they have read the entire Invitation to Bid Packet and fully understands and has followed all requirements.

FAILURE TO SIGN BELOW SHALL DISQUALIFY THE BID

Date: _____

Authorized Signature & Title: _____

Type Name & Title of Authorized Signature: _____

Phone Number: _____ Email: _____

Exceptions and or Variations from Specifications and/or additional Notes: _____

VENDOR AND ORDER INFORMATION FORM

Please Type.

If handwritten, must be in ink and legible

Vendor's Name: _____

Address: _____

Remittance Address: _____

Telephone: _____

Fax: _____

Email: _____

Signature of Authorized Representative: _____

Printed name of Authorized Rep: _____

ORDER – CONTACT INFORMATION

Order Contact Name & Title: _____

Order Contact Telephone: _____

Order Contact Fax: _____

Order Contact Email: _____

INVOICES – CONTACT INFORMATION

For Invoice Inquiries:

Contact Name & Title: _____

Contact Telephone: _____

Contact Fax: _____

Contact Email: _____

STATE OF TEXAS {}

AFFIDAVIT

COUNTY OF _____ {}

_____ being first duly sworn, deposes and says: that he or she is
(Type or Print Name)
the _____ of _____, having its
(Type or Print Title) (Type or Print Name of Company/Firm)
principal address at _____
(Type or Print Physical and Mailing Address)

who submits herewith to Calhoun County the attached bid/proposal; that he or she is the person whose name is signed to the attached bid/proposal; that said bid/proposal is genuine; that the same is not sham or collusive; that all statements of fact herein are true; and that such bid/proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not herein named or disclosed.

Affiant further deposes and says: that the bidder/proposer has not directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interests of Calhoun County, or of any other bidder/proposer, or anyone else interested in the bid/proposal contract; and that the bidder/proposer has not in any manner sought by collusion to secure for himself/herself/itself/themselves an advantage over any other bidder/proposer.

Affiant further deposes and says: that prior to the public opening and reading of bids/proposals, said bidder/proposer:

- a) did not, directly or indirectly, induce or solicit anyone else to submit a false or sham bid/proposal;
- b) did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder/proposer or anyone else would submit a false or sham bid/proposal, or that anyone should refrain from submitting a bid/proposal or withdraw their bid/proposal;
- c) did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the bid price/proposal of said bidder/proposer or of anyone else, or to raise or fix any overhead, profit or cost element of their price/fee or of that of anyone else;
- d) did not give, offer to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any official, employee or agent of Calhoun County in connection with the submitted bid/proposal; and
- e) did not, directly or indirectly, submit their bid/proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative hereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent, thereof, to any individual or group of individuals, or to any official, employee or agent of Calhoun County prior to the official opening of this bid/proposal.

Affiant further deposes and says: that the bid price(s) or proposed fees contained in this bid/proposal have been carefully checked and is submitted as true and correct, agrees to furnish any and/or all items/services upon which bid prices or proposed fees are awarded and upon the conditions and requirements contained in the bid/proposal.

Signature of Affiant

Printed Name and Title of Affiant

SWORN TO AND SUBSCRIBED BEFORE ME by the above Affiant, who, on oath, states that the facts contained in the above are true and correct, this _____ day of _____, 20_____.

Signature of Notary Public

Notary Stamp/Seal

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

DEBARMENT & SUSPENSION

Executive Order 12549--Debarment and Suspension

Source: The provisions of Executive Order 12549 of Feb. 18, 1986, appear at 51 FR 6370, 3 CFR, 1986 Comp., p. 189, unless otherwise noted.

By the authority vested in me as President by the Constitution and laws of the United States of America, and in order to curb fraud, waste, and abuse in Federal programs, increase agency accountability, and ensure consistency among agency regulations concerning debarment and suspension of participants in Federal programs, it is hereby ordered that:

Section 1. (a) To the extent permitted by law and subject to the limitations in Section 1(c), Executive departments and agencies shall participate in a system for debarment and suspension from programs and activities involving Federal financial and nonfinancial assistance and benefits. Debarment or suspension of a participant in a program by one agency shall have government-wide effect.

(b) Activities covered by this Order include but are not limited to: grants, cooperative agreements, contracts of assistance, loans, and loan guarantees.

(c) This Order does not cover procurement programs and activities, direct Federal statutory entitlements or mandatory awards, direct awards to foreign governments or public international organizations, benefits to an individual as a personal entitlement, or Federal employment.

Sec. 2. To the extent permitted by law, Executive departments and agencies shall:

(a) Follow government-wide criteria and government-wide minimum due process procedures when they act to debar or suspend participants in affected programs.

(b) Send to the agency designated pursuant to Section 5 identifying information concerning debarred and suspended participants in affected programs, participants who have agreed to exclusion from participation, and participants declared ineligible under applicable law, including Executive Orders. This information shall be included in the list to be maintained pursuant to Section 5.

(c) Not allow a party to participate in any affected program if any Executive department or agency has debarred, suspended, or otherwise excluded (to the extent specified in the exclusion agreement) that party from participation in an affected program. An agency may grant an exception permitting a debarred, suspended, or excluded party to participate in a particular transaction upon a written determination by the agency head or authorized designee stating the reason(s) for deviating from this Presidential policy.

However, I intend that exceptions to this policy should be granted only infrequently.

Sec. 3. Executive departments and agencies shall issue regulations governing their implementation of this Order that shall be consistent with the guidelines issued under Section 6. Proposed regulations shall be submitted to the Office of Management and Budget for review within four months of the date of the guidelines issued under Section 6. The Director of the Office of Management and Budget may return for reconsideration proposed regulations that the Director believes are inconsistent with the guidelines. Final regulations shall be published within twelve months of the date of the guidelines.

Sec. 4. There is hereby constituted the Interagency Committee on Debarment and Suspension, which shall monitor implementation of this Order. The Committee shall consist of representatives of agencies designated by the Director of the Office of Management and Budget.

Sec. 5. The Director of the Office of Management and Budget shall designate a Federal agency to perform the following functions: maintain a current list of all individuals and organizations excluded from program participation under this Order, periodically distribute the list to Federal agencies, and study the feasibility of automating the list; coordinate with the lead agency responsible for government-wide debarment and suspension of contractors; chair the Interagency Committee established by Section 4; and report periodically to the Director on implementation of this Order, with the first report due within two years of the date of the Order.

Sec. 6. The Director of the Office of Management and Budget is authorized to issue guidelines to Executive departments and agencies that govern which programs and activities are covered by this Order, prescribe government-wide criteria and government-wide minimum due process procedures, and set forth other related details for the effective administration of the guidelines.

Sec. 7. The Director of the Office of Management and Budget shall report to the President within three years of the date of this Order on Federal agency compliance with the Order, including the number of exceptions made under Section 2(c), and shall make recommendations as are appropriate further to curb fraud, waste, and abuse.

Implementation in the SRF Programs

A company or individual who is debarred or suspended cannot participate in primary and lower-tiered covered transactions. These transactions include SRF loans and contracts and subcontracts awarded with SRF loan funds.

Under 40 C.F.R. 32.510, the SRF agency must submit a certification stating that it shall not knowingly enter into any transaction with a person who is proposed for debarment, suspended, declared ineligible, or voluntarily excluded from participation in the SRF program. This certification is reviewed by the EPA regional office before the capitalization grant is awarded.

A recipient of SRF assistance directly made available by capitalization grants must provide a certification that it will not knowingly enter into a contract with anyone who is ineligible under the regulations to participate in the project. Contractors on the project have to provide a similar certification prior to the award of a contract and subcontractors on the project have to provide the general contractor with the certification prior to the award of any subcontract.

In addition to actions taken under 40 C.F.R. Part 32, there are a wide range of other sanctions that can render a party ineligible to participate in the SRF program. Lists of debarred, suspended and otherwise ineligible parties are maintained by the General Services Administration and should be checked by the SRF agency and all recipients of funds directly made available by capitalization grants to ensure the accuracy of certifications.

Additional References

C 40 C.F.R. Part 32: EPA Regulations on Debarment and Suspension.

CERTIFICATION REGARDING DEBARMENT & SUSPENSION AND OTHER RESPONSIBILITY MATTERS

In accordance with the Executive Order 12549, the prospective primary participant certifies to the best of his / her knowledge and belief, that its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification.
- d. Have not within a three-year period preceding this application / proposal had one or more public transactions (federal, state, or local) terminated for cause of default.
- e. Acknowledge that all sub-contractors selected for this project must be in compliance with paragraphs (1) (a – d) of this certification.

Name and Title of Authorized Agent

Date

Signature of Authorized Agent

_____ I am unable to certify to the above statements. My explanation is attached.

Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Printed Name and Title of Contractor's Authorized Official

Date

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

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

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

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

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503 Approved by OMB 0348-0046

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

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

HOUSE BILL 89 VERIFICATION FORM

Certification Required by Texas Government Code Section 2270.001

The 85th Texas Legislature approved new legislation, effective September 1, 2017, which amends Texas Local Government Code Section 1, Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a government entity may not enter into a contract (which includes contracts formed through purchase orders) with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) Does not boycott Israel; and
- 2) Will not boycott Israel during the term of the contract

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, (authorized official) _____, do hereby verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

- 1) Does not boycott Israel currently;
- 2) Will not boycott Israel during the term of the contract; and
- 3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Company Name

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

RESIDENCE CERTIFICATION

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Calhoun County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contract; pertinent provisions of §2252.001 are stated below:

Sec. 2252.001 (3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that _____ is a "Nonresident Bidder" of Texas
(Company Name)
as defined in Government Code §2252.001 and our principal place of business is
_____.
(City and State)

☐ I certify that _____ is a "Resident Bidder" of Texas as
(Company Name)
defined in Government Code §2252.001.

Signature of Authorized Agent

Printed Name and Title of Authorized Agent

Date

**Request for Taxpayer
Identification Number and Certification**

► Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give Form to the
requester. Do not
send to the IRS.**

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional) CALHOUN COUNTY 202 S ANN ST, PORT LAVACA TX 77979 361-553-4610 FAX: 361-553-4614
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign
Here**

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

COPY OF
CURRENT AWARDED BID TABULATION
FOR THE
CURRENT BID PERIOD
January 1, 2024 through December 31, 2024

AWARDED Bids are Highlighted in Yellow
BID TABULATION

ASPHALT, OILS AND EMULSIONS

ANNUAL SUPPLY CONTRACT, BID NUMBER: 2024.03

For the Period Beginning January 1, 2024 and Ending December 31, 2024

\$3.793 BASELINE PRICE ON NOVEMBER 27, 2023 FOR DIESEL FUEL ADJUSTMENT ON DELIVERY PRICE
 (www.eia.gov/petroleum/gasdiesel) (Gulf Coast Area)

Tie Bids: In the event of Tie Bids, the winning bid is determined per Texas Local Government Code 262.027(b).

ASPHALT, OILS AND EMULSIONS

Item 300, Asphalts, Oils and Emulsions

Bid Item #1: Primer Oil or Equivalent							
Price per gallon / delivery price to County Stockpile and/or Jobsite							
LOCATION	Unit	PRODUCT/ MATERIAL	DELIVERY	TOTAL	DEMURRAGE	AWARD	BIDDER AND REMARKS, IF ANY
Precinct 1	Gallon	\$2.60	\$0.20	\$2.80	\$80 per hour after 2 free hours.	X	CLEVELAND ASPHALT PRODUCTS, INC. REMARKS: PRICES BASED ON MINIMUM 5000 GALLON LOAD, FOR SMALLER QUANTITIES PLEASE CALL 800-334-0177. DILUTED MATERIAL CANNOT BE RETURNED FOR CREDIT.
Precinct 2	Gallon	\$2.60	\$0.20	\$2.80	\$80 per hour after 2 free hours.	X	
Precinct 3	Gallon	\$2.60	\$0.20	\$2.80	\$80 per hour after 2 free hours.	X	
Precinct 4-P	Gallon	\$2.60	\$0.20	\$2.80	\$80 per hour after 2 free hours.	X	
Precinct 4-S	Gallon	\$2.60	\$0.20	\$2.80	\$80 per hour after 2 free hours.	X	
Precinct 1	Gallon	\$3.85	\$0.31	\$4.16	\$95 per hour after 2 free hours		MARTIN ASPHALT COMPANY REMARKS: 5000 GALLON MINIMUM *** Next to Primer Oil or Equivalent, MC 30 Cutback is written ***
Precinct 2	Gallon	\$3.85	\$0.31	\$4.16	\$95 per hour after 2 free hours		
Precinct 3	Gallon	\$3.85	\$0.31	\$4.16	\$95 per hour after 2 free hours		
Precinct 4-P	Gallon	\$3.85	\$0.31	\$4.16	\$95 per hour after 2 free hours		
Precinct 4-S	Gallon	\$3.85	\$0.31	\$4.16	\$95 per hour after 2 free hours		

Bid Item #2: P2 Prime Concentrate or Equivalent

Price per gallon / delivery price to County Stockpile and/or Jobsite

LOCATION	Unit	PRODUCT/ MATERIAL	DELIVERY	TOTAL	DEMURRAGE		BIDDER AND REMARKS, IF ANY
Precinct 1	Gallon	\$2.24	Included See Remarks	\$2.24	\$80 per hour after 2 free hours	X	P SQUARED EMULSION PLANTS, LLC REMARKS: 1. MINIMUM TANKER DELIVERY: 5000 GAL. 2. DELIVERY OVER 250 MILES SUBJECT TO ADDITIONAL CHARGES. 3. PUMP CHARGE (TRUCKING CHARGE)\$80 4. PUSH CHARGE (TRUCKING CHARGE)\$80/HR 5. RETURN LOADS (TRUCKING CHARGE): SUBJECT TO CHARGE FROM DELIVERING FREIGHT LINE. 6. SMALLER QUANTITIES AVAILABLE, SUBJECT TO FREIGHT DIFFERENTIAL OF \$0.25/GAL LESS THAN 5000 GAL. ***SEE ATTACHED LETTERS***
Precinct 2	Gallon	\$2.24	Included See Remarks	\$2.24	\$80 per hour after 2 free hours	X	
Precinct 3	Gallon	\$2.24	Included See Remarks	\$2.24	\$80 per hour after 2 free hours	X	
Precinct 4-P	Gallon	\$2.24	Included See Remarks	\$2.24	\$80 per hour after 2 free hours	X	
Precinct 4-S	Gallon	\$2.24	Included See Remarks	\$2.24	\$80 per hour after 2 free hours	X	

Bid Item #3: RC-250 or Equivalent

Price per gallon / delivery price to County Stockpile and/or Jobsite

LOCATION	Unit	PRODUCT/ MATERIAL	DELIVERY	TOTAL	DEMURRAGE		BIDDER AND REMARKS, IF ANY
Precinct 1	Gallon	\$3.75	\$0.31	\$4.06	\$95 per hour after 2 free hours	X	MARTIN ASPHALT COMPANY REMARKS: 5000 GALLON MINIMUM
Precinct 2	Gallon	\$3.75	\$0.31	\$4.06	\$95 per hour after 2 free hours	X	
Precinct 3	Gallon	\$3.75	\$0.31	\$4.06	\$95 per hour after 2 free hours	X	
Precinct 4-P	Gallon	\$3.75	\$0.31	\$4.06	\$95 per hour after 2 free hours	X	
Precinct 4-S	Gallon	\$3.75	\$0.31	\$4.06	\$95 per hour after 2 free hours	X	
Precinct 1	Gallon	\$4.00	\$0.20	\$4.20	\$80 per hour after 2 free hours		CLEVELAND ASPHALT PRODUCTS, INC. REMARKS: PRICES BASED ON MINIMUM 5000 GALLON LOAD, FOR SMALLER QUANTITIES PLEASE CALL 800-334-0177. DILUTED MATERIAL CANNOT BE RETURNED FOR CREDIT.
Precinct 2	Gallon	\$4.00	\$0.20	\$4.20	\$80 per hour after 2 free hours		
Precinct 3	Gallon	\$4.00	\$0.20	\$4.20	\$80 per hour after 2 free hours		
Precinct 4-P	Gallon	\$4.00	\$0.20	\$4.20	\$80 per hour after 2 free hours		
Precinct 4-S	Gallon	\$4.00	\$0.20	\$4.20	\$80 per hour after 2 free hours		

Bid Item #4: CRS-2 or Equivalent

Temperature must be no lower than 150° and no higher than 180°

Price per gallon / delivery price to County Stockpile and/or Jobsite

LOCATION	Unit	PRODUCT/ MATERIAL	DELIVERY	TOTAL	DEMURRAGE		BIDDER AND REMARKS, IF ANY
Precinct 1	Gallon	\$2.45	\$0.31	\$2.76	\$95 per hour after 2 free hours	X	MARTIN ASPHALT COMPANY REMARKS: 5000 GALLON MINIMUM
Precinct 2	Gallon	\$2.45	\$0.31	\$2.76	\$95 per hour after 2 free hours	X	
Precinct 3	Gallon	\$2.45	\$0.31	\$2.76	\$95 per hour after 2 free hours	X	
Precinct 4-P	Gallon	\$2.45	\$0.31	\$2.76	\$95 per hour after 2 free hours	X	
Precinct 4-S	Gallon	\$2.45	\$0.31	\$2.76	\$95 per hour after 2 free hours	X	
Precinct 1	Gallon	\$2.60	\$0.20	\$2.80	\$80 per hour after 2 free hours		CLEVELAND ASPHALT PRODUCTS, INC. REMARKS: PRICES BASED ON MINIMUM 5000 GALLON LOAD, FOR SMALLER QUANTITIES PLEASE CALL 800-334-0177. DILUTED MATERIAL CANNOT BE RETURNED FOR CREDIT.
Precinct 2	Gallon	\$2.60	\$0.20	\$2.80	\$80 per hour after 2 free hours		
Precinct 3	Gallon	\$2.60	\$0.20	\$2.80	\$80 per hour after 2 free hours		
Precinct 4-P	Gallon	\$2.60	\$0.20	\$2.80	\$80 per hour after 2 free hours		
Precinct 4-S	Gallon	\$2.60	\$0.20	\$2.80	\$80 per hour after 2 free hours		

Bid Item #5: P2 CWE-2 or Equivalent

Price per gallon / delivery price to County Stockpile and/or Jobsite

LOCATION	Unit	PRODUCT/ MATERIAL	DELIVERY	TOTAL	DEMURRAGE		BIDDER AND REMARKS, IF ANY
Precinct 1	Gallon	\$3.29	Included SEE REMARKS	\$3.29	\$80 per hour after 2 free hours	X	P SQUARED EMULSION PLANTS, LLC REMARKS: 1. MINIMUM TANKER DELIVERY: 5000 GAL. 2. DELIVERY OVER 250 MILES SUBJECT TO ADDITIONAL CHARGES. 3. PUMP CHARGE (TRUCKING CHARGE)\$80 4. PUSH CHARGE (TRUCKING CHARGE)\$80/HR 5. RETURN LOADS (TRUCKING CHARGE): SUBJECT TO CHARGE FROM DELIVERING FREIGHT LINE. 6. SMALLER QUANTITIES AVAILABLE, SUBJECT TO FREIGHT DIFFERENTIAL OF \$0.25/GAL LESS THAN 5000 GAL. **SEE ATTACHED LETTERS**
Precinct 2	Gallon	\$3.29	Included SEE REMARKS	\$3.29	\$80 per hour after 2 free hours	X	
Precinct 3	Gallon	\$3.29	Included SEE REMARKS	\$3.29	\$80 per hour after 2 free hours	X	
Precinct 4-P	Gallon	\$3.29	Included SEE REMARKS	\$3.29	\$80 per hour after 2 free hours	X	
Precinct 4-S	Gallon	\$3.29	Included SEE REMARKS	\$3.29	\$80 per hour after 2 free hours	X	

CONTRACT

THIS CONTRACT, made and entered into this ____ day of _____, 20____ by,
and between the County of Calhoun (hereinafter called "County") and
_____ (hereinafter called "Contractor/Hauler").

WITNESSETH:

WHEREAS, the Contractor/Hauler did on Wednesday, October 30, 2024, submit a BID for **ASPHALTS, OILS AND EMULSIONS, Bid Number 2025.03** to be used by County Precincts in Calhoun County, Texas.

NOW, THEREFORE, in consideration of the following mutual agreement and covenant, it is understood and agreed by and between the parties hereto as follows:

- a) The Contractor/Hauler is hereby granted the sole and exclusive right and privilege within the territorial jurisdiction of the County and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to perform all of the work and to deliver the Asphalts, Oils and Emulsions as described in the Contract Documents.
- b) The Contract Documents shall include the following documents, and this Contract does hereby expressly incorporate same herein as if fully set forth verbatim in this Contract:
 - i. Invitation to Bid, Instructions and Term of Contract;
 - ii. General Conditions;
 - iii. Bid Specifications and Conditions;
 - iv. Bid Form;
 - v. This instrument; and
 - vi. Any addenda or changes to the foregoing documents agreed to by the parties hereto.
- c) All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor/Hauler, and no amendment to this Contract shall be made except upon the written consent of the parties and approved by Calhoun County Commissioners Court. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.

INITIALS OF AWARDED CONTRACTOR/HAULER (IN INK): _____ DATE: _____
INITIALS OF COUNTY (IN INK): _____ DATE: _____

d) This contract is entered into subject to the following conditions:

- 1) The Contractor/Hauler shall procure and keep in full force and effect throughout the term of this Contract all of the insurance policies specified in, and required by, the Contract Documents.
- 2) The Contractor/Hauler shall not be liable for the failure to wholly perform his duties if such failure is caused by force majeure. "Force Majeure" means a delay encountered by the Contractor/Hauler in the performance of its obligations under this Contract which is caused by an event beyond the reasonable control of the Contractor/Hauler. Without limiting the generality of the foregoing, "Force Majeure" shall include, but not restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors. Any event constituting a Force Majeure must be reported by the Contractor/Hauler to the County in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.
- 3) The Contractor/Hauler, when required, must deliver all products/materials ordered by the County within twenty-four (24) hours from the time of the order or the date and time specified by the County. In the event the Contractor/Hauler is unable to deliver the products/materials ordered within twenty-four (24) hours from the time of the order or the date and time specified by the County, the County reserves the right to cancel the order and re-order the said products/materials from the vendor which submitted the next lowest bid and can deliver within twenty-four (24) hours or the date and time specified by the County.
- 4) In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of the Contract Documents.

INITIALS OF AWARDED CONTRACTOR/HAULER (IN INK): _____ DATE: _____

INITIALS OF COUNTY (IN INK): _____ DATE: _____

IN WITNESS WHEREOF, THE COUNTY AND CONTRACTOR/HAULER, have caused this Contract to be executed by their authorized agents in one original. Additional copies of the original executed Contract will be distributed to all appropriate parties.

The effective date of this Contract will begin on January 1, 2025 and end on December 31, 2025.

COUNTY:

CALHOUN COUNTY

ATTEST:

CALHOUN COUNTY CLERK
ANNA GOODMAN

By: _____

Honorable Richard H. Meyer
Calhoun County Judge
Calhoun County Courthouse
211 S Ann St
3rd Floor, Ste 301
Port Lavaca TX 77979

By: _____

Print Name: _____

Title: _____

CONTRACTOR/HAULER:

By: _____

Print Name: _____

Title: _____

Address: _____

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19. Consider and take necessary action to approve the Specifications and the Invitation to Bid Packet for the Annual Supply Contract for Road Materials, Bid Number 2025.02 for the period January 1, 2025 through December 31, 2025 and authorize the County Auditor to advertise for the bids. Bids will be due before 2:00:00 PM, Wednesday, October 30, 2024. (RHM)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

Debbie Vickery

From: demi.cabrera@calhouncotx.org (demi.cabrera) <demi.cabrera@calhouncotx.org>
Sent: Wednesday, September 18, 2024 4:53 PM
To: Debbie.Vickery@calhouncotx.org
Subject: Agenda Item - Commissioners Court Sept 25, 2024
Attachments: Bid Number 2025.02 - Road Materials for 2025.pdf

Please place the following item on the Commissioners Court Agenda for September 25, 2024:

Consider and take necessary action to approve the Specifications and the Invitation to Bid Packet for the Annual Supply Contract for Road Materials, Bid Number 2025.02 for the period January 1, 2025 through December 31, 2025 and authorize the County Auditor to advertise for the bids. Bids will be due before 2:00:00 PM, Wednesday, October 30, 2024.

Thank you,

Demi Cabrera
Calhoun County
Assistant Auditor
361-553-4613
361-553-4614 (fax)

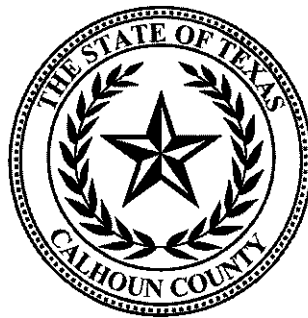
Calhoun County Texas

INVITATION TO BID

ANNUAL SUPPLY CONTRACT FOR ROAD MATERIALS

BID NUMBER: 2025.02

BID TERM: JANUARY 1, 2025 THROUGH DECEMBER 31, 2025



SEALED BIDS ARE DUE BEFORE:

2:00:00 PM, WEDNESDAY, OCTOBER 30, 2024

AT THE OFFICE OF:

**Honorable Richard H. Meyer
Calhoun County Judge
Calhoun County Courthouse
211 South Ann Street
3rd Floor, Suite 301
Port Lavaca, Texas 77979**

Public Opening of the Bids will be conducted immediately after the closing of the 2:00:00 PM deadline, Wednesday, October 30, 2024 in the County Judge's office, Calhoun County Courthouse, 211 South Ann Street, 3rd Floor, Suite 301, Port Lavaca, Texas 77979.

Bids will be considered for award at a future meeting of the Calhoun County Commissioners Court. Award information will be sent to all vendors that submitted a Bid and, as time permits, will be posted on the County's website (www.calhouncotx.org) under Public Notices, Bid Notices and Results, Results, 2025.

CONTENTS

- Invitation to Bid (Page 3-4)
- Return Instructions (Page 5)
- General Conditions (Page 6-19)
- Specifications (Page 20-28)
- Contact, Billing and Location Information for Calhoun County Precincts (Page 29)
- Required Forms to be returned when submitting a Bid (Page 30-50)
If any Required Form is "Not Applicable", mark "NA" and include when submitting a Bid
 - Invitation to Bid Form (Page 31-37)
 - Vendor and Order Information Form (Page 38)
 - Affidavit (Page 39)
 - Conflict of Interest Questionnaire Form CIQ (Page 41)
 - Certification Regarding Debarment & Suspension and Other Responsibility Matters (Page 44)
 - Certification Regarding Lobbying (Page 45)
 - Disclosure of Lobbying Activities (Page 47)
 - House Bill 89 Verification (Page 48)
 - Residence Certification (Page 49)
 - W-9 (Page 50)

OTHER INFORMATION INCLUDED WITH THE INVITATION TO BID PACKET

- Current (2024) Awarded Bid Tabulation for the Annual Supply Contract for Road Materials for the period January 1, 2024 through December 31, 2024 (Page 51-60)
- Copy of Contract (to be completed AFTER the Bid is awarded) (Page 61-63)

INVITATION TO BID

Notice is hereby given that the Commissioners Court of Calhoun County, Texas, will receive SEALED BIDS for Road Materials for the County's Road and Bridge Precincts.

BID NUMBER: 2025.02, ANNUAL SUPPLY CONTRACT FOR ROAD MATERIALS

Bids are for a one (1) year period: January 1, 2025 through December 31, 2025.

The complete Invitation to Bid Packet can be downloaded from the County's website, www.calhouncotx.org (under Public Notices, Bid Notices and Results, Bid Notices, 2025) or by contacting Demi Cabrera, Assistant Auditor, at demj.cabrera@calhouncotx.org or 361-553-4613.

SEALED BIDS ARE DUE BEFORE 2:00:00 PM, WEDNESDAY, OCTOBER 30, 2024. Immediately after the closing of the 2:00:00 PM deadline, all Bids will be publicly opened in the County Judge's office in the Calhoun County Courthouse at 211 South Ann Street, 3rd Floor, Suite 301, Port Lavaca, Texas. Bids will be considered for award at a future meeting of the Calhoun County Commissioners Court.

It is the responsibility of the submitting vendor to ensure that the sealed Bid is received in a timely manner. Calhoun County does not accept faxed or emailed Bids. Calhoun County accepts no financial responsibility for any cost incurred by any entity in the course of responding to the Bid. Bids received after the deadline will not be opened and will not be considered for award, regardless of whether or not the delay was outside of the control of the submitting vendor.

All bids (one original) must be delivered to the office of the Calhoun County Judge before 2:00:00 PM, Wednesday, October 30, 2024 in a SEALED 9 x 12 or larger envelope and CLEARLY MARKED on the outside of the envelope: SEALED BID NUMBER 2025.02 ANNUAL SUPPLY CONTRACT FOR ROAD MATERIALS

The cell phone in the County Judge's office or the cell phone of the County Auditor's Representative will be the official clock that shall be used in determining the time the Bid is received and the 2:00:00 PM deadline.

Bids shall include all requirements of the Invitation to Bid Packet for Bid Number 2025.02, Annual Supply Contract for Road Materials.

SEALED BIDS MAY BE HAND DELIVERED OR MAILED TO:

Honorable Richard H. Meyer
Calhoun County Judge
Calhoun County Courthouse
211 South Ann Street
3rd Floor, Suite 301
Port Lavaca, TX 77979

Calhoun County Commissioners Court reserves the right to waive any formality, technicality or irregularity, accept or reject any and or all Bids. Calhoun County reserves the right to award the bid to the responsible vendor who submitted the lowest and best bid, as well as one or more responsible vendors with the next lowest and best bids as alternate vendors for cases when the awarded bidder cannot meet delivery schedules. The awarded vendors will be contacted first for each job and, in the event that an awarded vendor cannot deliver, alternate vendors will be contacted in ranked order until the order is filled.

Calhoun County, Texas is an Affirmative Action/Equal Opportunity Employer. The County does not discriminate on the basis of race, color, national origin, sex, sexual orientation, gender identity, religion, age or handicapped status in employment or the provision of services. Section 3 Residents, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and Labor Surplus Area Firms are encouraged to submit Bids.

Candice Villarreal
County Auditor
Calhoun County, Texas

RETURN INSTRUCTIONS

For
Submitting a Bid for
ANNUAL SUPPLY CONTRACT FOR
ROAD MATERIALS
Bid Number: 2025.02
Bid Period: January 1, 2025 through December 31, 2025

Return the following BEFORE 2:00:00 PM, WEDNESDAY, OCTOBER 30, 2024

Check List for submitting your Bid:

Return One (1) Original of only the following forms

Be sure all of the below forms are completed, signed, dated and returned. If "Not Applicable", mark "NA" and include when submitting a Bid.

The submitted Bid consists only of the following forms (only the below forms need to be returned)

- ☐ Invitation to Bid Form (Page 31-37)
- ☐ Vendor and Order Information Form (Page 38)
- ☐ Affidavit (Page 39)
- ☐ Conflict of Interest Questionnaire, Form CIQ (Page 41)
- ☐ Certification Regarding Debarment & Suspension and Other Responsibility Matters (Page 44)
- ☐ Certification Regarding Lobbying (Page 45)
- ☐ Disclosure of Lobbying Activities (Page 47)
- ☐ House Bill 89 Verification (Page 48)
- ☐ Residence Certification (Page 49)
- ☐ W-9 (Page 50)

Do Not Fold any of the above information.

Bid must be returned in a SEALED 9 x 12 or larger envelope clearly marked:

SEALED BID NUMBER 2025.02 – ANNUAL SUPPLY CONTRACT FOR ROAD MATERIALS

If you send your bid by UPS, FedEx or other delivery service, the outside of this envelope must be clearly marked:

SEALED BID NUMBER 2025.02 – ANNUAL SUPPLY CONTRACT FOR ROAD MATERIALS

Sealed Bid may be hand delivered or mailed to:

Honorable Richard H. Meyer
Calhoun County Judge
Calhoun County Courthouse
211 South Ann Street
3rd Floor, Suite 301
Port Lavaca, TX 77979

Bid must be sealed (with the glue on the envelope or tape)

CALHOUN COUNTY, TEXAS GENERAL CONDITIONS

General Conditions apply to all advertised Invitations to Bid (hereinafter called Bid), Request for Proposals (hereinafter called RFP), Request for Qualifications (hereinafter called RFQ), Contracts/Agreements/Leases (hereinafter called Contract); however these may be superseded in whole or in part by the scope, special requirements, specifications or special sections of Texas Government Code and/or Texas Local Government Code.

Governing Law:

Bidder/Vendor is advised that the Bid, RFP, RFQ, and/or Contract shall be fully governed by the laws of the State of Texas and that Calhoun County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of the Bid, RFP, RFQ, and/or Contract.

All parties agree that the venue for any litigation arising from this Bid, RFP, RFQ, and/or Contract shall be held in Port Lavaca, Calhoun County, Texas.

Completion of Bid, RFP, RFQ, and/or Contract Forms:

Once the Bid, RFP, RFQ, and/or Contract is released for bidding, Calhoun County will not answer any questions except through an addendum that has been approved by Calhoun County Commissioners Court or at a mandatory pre-bid meeting.

Complete, sign, and return to the Calhoun County Judge's Office the required number of Bid forms, RFP forms, RFQ forms, and/or Contracts, and any other required information by the day and time the Bid, RFP, RFQ, and/or Contract is due.

The Bid, RFP, RFQ, and/or Contract must be signed and dated by an officer, employee or agent who is duly authorized to execute this Bid, RFP, RFQ, and/or Contract, and affirms that this company, corporation, firm, partnership or individual has not prepared this Bid, RFP, RFQ, and/or Contract in collusion with any other bidder/vendor or any official or employee of Calhoun County, and that the contents of this Bid, RFP, RFQ, and/or Contract as to prices, terms or conditions of said Bid, RFP, RFQ, and/or Contract have not been communicated by the individual signing nor by any employee or agent to any other person engaged in this type of business or to any official or employee of Calhoun County prior to the official opening of this Bid, RFP, RFQ, and/or Contract.

The use of liquid paper or white out is not acceptable and may result in the disqualification of the bidders/vendor's Bid, RFP, RFQ, and/or Contract. If an error is made, the bidder/vendor must draw a line through the error and initial each change. All responses typed or handwritten in ink must be clear and legible.

Submission of Sealed Bid, RFP, RFQ, and/or Contract:

All Bids, RFPs, RFQs, and/or Contracts must be delivered to the County Judge's Office in a SEALED envelope. When submitting a SEALED Bid, RFP, RFQ, and/or Contract the envelope must be taped and/or glued closed in order for it to be accepted as a SEALED Bid, RFP, RFQ, and/or Contract.

The bidder/vendor must submit the original and required number of copies of their completed Bid, RFP, RFQ, and/or Contract and any additional required information/forms in a SEALED envelope to the Calhoun County Judge's Office, Calhoun County Courthouse, 211 South Ann Street, 3rd Floor, Suite 301, Port Lavaca, Texas. The Bid, RFP, RFQ, and/or Contract will specify the date and time due.

The cell phone in the County Judge's office or the cell phone of the County Auditor's Representative is the official clock that will be used in determining the time the Bid, RFP, RFQ, and/or Contract is received and the time deadline that the Bid, RFP, RFQ, and/or Contract will be opened. A late delivery with an early postmark or delivery of the Bid, RFP, RFQ, and/or Contract to the wrong office will not suffice. Bids, RFPs, RFQs, and/or Contracts received after the deadline will not be considered for award, regardless of whether or not the delay was outside of the control of the submitting bidder/vendor. The door to the County Judge's office will be closed once the due date and time has been reached and no other bids will be accepted.

Calhoun County will not be responsible for the delivery of your Bid, RFP, RFQ, and/or Contract to the office of the Calhoun County Judge. Calhoun County is not responsible for late deliveries due to postal mail or other mail delivery services delays. Calhoun County is not responsible for the delivery of the Bid, RFP, RFQ, and/or Contract to the wrong office. Calhoun County does not accept faxed or emailed Bids, RFPs, RFQs, and/or Contracts. If the bidder/vendor would like to confirm the delivery of their Bid, RFP, RFQ, and/or Contract, the bidder/vendor may call the Calhoun County Judge's office at 361-553-4600. Late Bids, RFPs, RFQs, and/or Contracts will not be accepted. Bids, RFPs, RFQs, and/or Contracts received after the deadline will not be opened and shall be considered void and unacceptable.

Bids, RFPs, RFQs, and/or Contracts must be submitted in a SEALED 9 x 12 or larger envelope, addressed as follows: Richard H. Meyer, County Judge, Calhoun County Courthouse, 211 S. Ann St., Suite 301, Port Lavaca, TX 77979.

The outside of the SEALED envelope must be clearly marked: SEALED BID (RFP, RFQ, or Contract) and the name of the Bid, RFP, RFQ, or Contract.

If the Bid, RFP, RFQ, and/or Contract is sent by UPS, FedEx or other delivery service, the outside of this envelope must be clearly marked: SEALED Bid (RFP, RFQ, or Contract) and the name of the Bid, RFP, RFQ, or Contract.

Withdrawal of Bid, RFP, RFQ, and/or Contract:

A bidder/vendor may withdraw their Bid, RFP, RFQ, and/or Contract before Calhoun County's acceptance of the Bid, RFP, RFQ, and/or Contract without prejudice to the bidder/vendor, by submitting a written request for its withdrawal to the Calhoun County Judge and mail or hand deliver to the address the Bid, RFP, RFQ, and/or Contract was submitted to.

A Bid, RFP, RFQ, and/or Contract that was opened are not subject to amendment, alteration, or change for the purpose of correcting an error in the Bid, RFP, RFQ, and/or Contract price. Bids, RFPs, RFQs, and/or Contracts containing an error may be offered "as is" or withdrawn by the bidder/vendor in accordance with applicable State Laws.

Opening and Award of Bid, RFP, RFQ, and/or Contract:

Bidders/vendors are invited to be present at the opening and awarding of the Bid, RFP, RFQ, and/or Contract.

Governing Forms:

In the event of any conflict between the terms and provisions of these conditions, the Bid, RFP or RFQ specifications or contract, if applicable, shall govern. In the event of any conflict of interpretation of any part of this overall document, Calhoun County's interpretation shall govern.

Addendums:

When specifications are revised, the Calhoun County Auditor's Office will send each bidder/vendor that received a Bid, RFP, RFQ, and/or Contract packet the addendum once it has been approved by Calhoun County Commissioners Court. No addendum can be sent out until Calhoun County Commissioners Court has approved the addendum or approved the addendum to be sent out by the Engineer with the approval from the County Commissioner or County Department in charge of the project.

Indemnification/Hold Harmless:

The successful bidder/vendor shall defend, indemnify and hold Calhoun County and its officials, agents, and employees harmless from all suits, actions, or for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from bidder's/vendor's performance. Bidder/vendor shall procure and maintain, with respect to the subject matter of this Bid, RFP, RFQ, and/or Contract, appropriate insurance coverage including, as a minimum, general liability and property damage, workers' compensation, employer's liability and auto insurance with adequate limits to cover bidder's/vendor's liability as may arise directly or indirectly from work performed under terms of this Bid, RFP, RFQ, and/or Contract. Certification of such coverage shall name, by policy endorsement, Calhoun County as an additional insured and be provided to Calhoun County upon request.

Waiver of Subrogation:

Bidder/vendor and bidder's/vendor's insurance carrier shall waive any and all rights whatsoever with regard to subrogation against Calhoun County and its respective officials, employees, and insurers as an indirect party to any suit arising out of personal or property damages resulting from bidder's/vendor's performance under this Bid, RFP, RFQ, and/or Contract. Insurers and all policies of insurance provided shall contain a provision and/or endorsement stating that the insurance carriers and underwriters waive all rights of subrogation in favor of Calhoun County and its respective officials, employees, and insurers.

Bonds:

If the Bid, or RFP, requires submission of bid or proposal guarantee and performance bond, there will be a separate page explaining those requirements. Bids or RFPs submitted without the required bid bond or cashier's checks are not acceptable.

Taxes:

Calhoun County is exempt from all sales tax (state, city and county sales tax) and federal excise taxes under Section 151.309 of the Texas Tax Code. Tax exempt forms will be furnished upon request to the bidder/vendor. Tax exempt forms can be obtained from the Calhoun County Auditor's Office. Bidder/vendor is to issue its Texas Resale Certificate to vendors and subcontractors for such items qualifying for this exemption, and further, bidder/vendor should state these items at cost.

Pricing:

Prices for all products/goods, services, and/or contracts shall be firm for the duration of the Bid, RFP, and/or Contract and shall be stated on the Bid, RFP, and/or Contract form. Prices shall be all inclusive. All prices must be written in ink or typewritten and must be legible.

Pricing on all transportation, freight, and other charges are to be prepaid by the bidder/vendor and included in the Bid, RFP, and/or Contract prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder/vendor must indicate the items required and their costs or forfeit the right to payment for such items. Additional charges added to the Bid, RFP, and/or Contract prices may void the Bid, RFP, and/or Contract.

Where unit pricing and extended pricing differ, unit pricing prevails.

Inspections:

Calhoun County reserves the right to inspect any products/goods or service location for compliance with specifications and requirements and needs of the using department before accepting them.

When applicable, Calhoun County reserves the right to enter upon any County leased premises at any time to inspect said premises.

Testing:

Calhoun County reserves the right to test equipment, supplies, materials, and products/goods bid, proposed, and/or agreed upon for quality, compliance with specifications and ability to meet the needs of the user. Should the equipment, supplies, materials, products/goods and/or services fail to meet requirements and/or be unavailable for evaluation, the Bid, RFP, and/or Contract is subject to rejection.

Material Safety Data Sheets:

Under the "Hazardous Communications Act", commonly known as the "Texas Right To Know Act", a bidder/vendor must provide to Calhoun County with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the bidder/vendor to furnish this documentation will be cause to reject any Bid, RFP, and/or Contract applying thereto.

Awards:

Calhoun County reserves the right to award this Bid, RFP, RFQ, and/or Contract on the basis of lowest and/or best Bid, RFP, RFQ, and/or Contract that met specifications in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder/vendor, to reject any or all Bids, RFPs, RFQs, and/or Contracts and to be the sole judge in determining which Bid, RFP, RFQ, and/or Contract will be most advantageous to Calhoun County.

Calhoun County will evaluate and may award a Bid, RFP, RFQ, and/or Contract based on lowest and/or best Bid, RFP, RFQ, and/or Contract meeting specifications. "Lowest and/or best Bid, RFP, RFQ, and/or Contract" means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, the county's past experience with the bidder/vendor and customer service after a sale.

Calhoun County reserves the right to accept and/or reject any/all of the options Bid, any/all of the RFPs, any/all of the RFQs, and/or any/all of the Contracts as it deems to be in the best interest of the County. An award is final only upon formal execution by Calhoun County Commissioners Court.

Per Local Government Code, Sec. 262.027, Calhoun County reserves the right to reject all Bids, RFPs, RFQs, and/or Contracts and to go out for new Bids, RFPs, RFQs, and/or Contracts.

In the event of tie Bids, RFPs, RFQs, and/or Contracts, the winning Bid, RFP, RFQ, and/or Contract is determined per the Texas Local Governmental Code 262.027(b).

Calhoun County, Texas is an Affirmative Action/Equal Opportunity Employer. The County does not discriminate on the basis of race, color, national origin, sex, sexual orientation, gender identity, religion, age or handicapped status in employment or the provision of services. Section 3 Residents, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and labor surplus area firms are encouraged to submit Bids, RFPs, RFQs, and/or Contracts.

Assignment:

The successful bidder/vendor may not assign, sell, sublease or otherwise transfer the Bid, RFP, RFQ, and/or Contract without first obtaining the written approval of Calhoun County Commissioners Court.

A change in ownership or management shall cancel the Bid, RFP, RFQ, and/or Contract unless a mutual agreement is reached with the new owner or manager to continue the Bid, RFP, RFQ, and/or Contract under the awarded provisions and approved by Calhoun County Commissioners Court.

Term of the Bid, RFP, RFQ, and/or Contract:

If the Bid, RFP, RFQ, and/or Contract is intended to cover a specific time period, said time will be given in the specifications, instructions, and/or contracts.

Obligation of the Bid, RFP, RFQ, and/or Contract:

Bids, RFPs, RFQs, and/or Contracts are awarded only upon formal execution by Calhoun County Commissioners Court. If a contract is required, the Calhoun County Judge or other person authorized by Calhoun County Commissioners Court must sign the contract before it becomes binding on Calhoun County. No person is authorized to sign contracts until authorized by Calhoun County Commissioners Court. Calhoun County is not responsible for any contract signed without Commissioners Court approval.

Delivery:

All items shall be shipped F.O.B. inside (or site location) delivery unless otherwise stated in the specifications. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes Calhoun County to purchase supplies from the next lowest bidder/vendor that met specifications.

Rejections:

Articles not in accordance with samples and specifications must be removed by the bidder/vendor at the bidder's/vendor's expense.

All disputes concerning quality of equipment, supplies, materials, products/goods, and/or services delivered under this Bid, RFP, RFQ, and/or contract will be determined by Calhoun County Commissioners Court or their designated representative.

Termination:

Calhoun County reserves the right to terminate the Bid, RFP, RFQ, and/or Contract for default if the bidder/vendor breaches any of the terms therein, including warranties of bidder/vendor or if the bidder/vendor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Calhoun County may have in law or equity.

Default may be construed as, but not limited to, failure to deliver the proper products/goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Calhoun County's satisfaction and/or to meet all other obligations and requirements.

Bids, RFPs, RFQs, and/or Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified. The bidder/vendor or Calhoun County must state therein the reasons for such cancellation. Calhoun County reserves the right to award cancelled Bid, RFP, RFQ, and/or Contract to the next lowest and best bidder/vendor that met specifications and is deemed to be in the best interest of Calhoun County.

Delinquent Property Taxes:

Calhoun County reserves the right to reject any Bid, RFP, RFQ, and/or Contract submitted by a bidder/vendor owing delinquent property taxes to Calhoun County, Texas.

If the bidder/vendor subsequently becomes delinquent in the payment of Calhoun County taxes this may be grounds for cancellation of the Bid, RFP, RFQ, and/or Contract. Despite anything to the contrary, if the bidder/vendor is delinquent in payment of Calhoun County taxes at the time of invoicing, bidder/vendor assigns any payments to be made under this Bid, RFP, RFQ, and/or Contract to the Calhoun County Tax Assessor Collector for the payment of delinquent taxes.

Certificate of Interested Parties – Form 1295

Section 2252.908 was added to the Government Code by the 84th Texas Legislature through adoption of House Bill 1295.

Senate Bill 255 adopted by the 85th Legislature Regular Session amended the law effective for contracts entered into or amended on or after January 1, 2018.

Additional exemptions from Form 1295 requirement were added for 1) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity, 2) a contract with an electric utility as defined by Section 31.002 of the Utilities Code, or 3) a contract with a gas utility as defined by Section 121.001 of the Utilities Code.

Notarization of Form 1295 has been replaced by an unsworn statement under penalty of perjury by an authorized representative of the business entity.

The Texas Ethics Commission promulgated rules to implement the law and established an online portal: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

The law states that a County may not enter into a contract with a business entity unless a Certificate of Interested Parties (Form 1295) has been completed and provided to the County at the time the contract is considered for action by Commissioners Court.

The term "business entity" includes a sole proprietorship, partnership or corporation (whether for-profit or non-profit). The term "contract" includes amendment, extension or renewal of an existing contract (Bids, RFPs, and/or RFQs also require Form 1295).

The law does not apply to a Bid, RFP, RFQ, and/or Contract between the County and another governmental entity or state agency.

The county is required to file Form 1295 with the state within thirty (30) days of approving a contract, and/or awarding a Bid, RFP, RFQ, and/or Contract with a business entity. Governmental transparency is the objective of the law.

A business entity must generate Form 1295 online. A business entity must use the application at the Texas Ethics Commission website to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number and date filed in the box marked "Office Use Only" located at the top right hand corner of the form.

An authorized agent of the business entity must sign and complete the bottom portion of the printed copy of the form affirming under the penalty of perjury that the completed form is true and correct.

Calhoun County Commissioners Court will not consider for action any Contract with a business entity unless it is accompanied by a completed and signed Form 1295 or a signed statement declaring the provision of the law under which the business entity is exempt. A business entity will generate Form 1295 online after notification of award and submit with their signed contract. (See Attachment A to General Conditions)

No later than thirty (30) days after Calhoun County Commissioners Court approves a contract with a business entity, the Calhoun County Clerk will file acknowledgement of receipt of the Form 1295 with the Texas Ethics Commission. The Texas Ethics Commission will post the completed Form 1295 to its website within seven (7) business days after Calhoun County acknowledges receipt of the form.

Debarment:

Bidder/vendor certifies that at the time of submission of its (their) Bid, RFP, RFQ, and/or Contract, the bidder/vendor, as well as the bidder's/vendor's principals, are not on the federal government's list of suspended, ineligible or debarred bidders/vendors and that the bidder/vendor and its (their) principals have not been placed on this list between the time of the Bid, RFP, RFQ, and/or Contract submission and the time of execution of the Bid, RFP, RFQ, and/or Contract.

A print out of the search results that includes the record date showing that the Company, and its Principals, if any, have an active registration with the System for Award Management (www.SAM.gov) AND are not

debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM) must be included with the bidder's/vendor's Bid, RFP, RFQ, and/or Contract.

If bidder/vendor or its (their) principals are placed on this list during the term of the Bid, RFP, RFQ, and/or Contract, the bidder/vendor shall notify the Calhoun County Auditor. False certification or failure to notify may result in termination of the Bid, RFP, RFQ, and/or Contract for default.

Invoices and Payments:

All invoices are subject to approval by the Calhoun County Auditor's Office.

Invoices shall be billed to Calhoun County to the attention of the County Department that the invoice pertains to and, if applicable, have all necessary backup information needed.

Invoices shall be itemized (detailed) and free of sales tax (state, city and county sales tax) and federal excise taxes, if applicable.

Invoices that are not billed to Calhoun County to the attention of the County Department that the invoice pertains to, not itemized (detailed) and/or free of sales tax (state, city and county sales tax) and federal excise taxes, if applicable, may be returned to the bidder/vendor for corrections. Calhoun County will not incur any fees and/or charges for this request and/or delay in payment of the invoice(s) that was originally submitted incorrectly.

Approval of payment of all invoices will be made once the purchase order and invoice(s) are properly and timely submitted to the Calhoun County Treasurer's Office by the appropriate County department. Each County department is responsible for submitting their purchase orders for payment to the Calhoun County Treasurer's Office by the deadline time and date set forth by the Treasurer's office. No payment can be made or mailed out until approved by Calhoun County Commissioners Court. Purchase order due dates/times and Commissioners Court dates/times are subject to change.

Calhoun County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to the seller by the county.

Gratuities:

Calhoun County may, by written notice to the bidder/vendor, cancel any order and/or service without liability, if it is determined by Calhoun County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the bidder/vendor, or any agent or representative of the bidder/vendor to any official, employee, or agent of Calhoun County with a view toward securing a Bid, RFP, RFQ, Contract, order, and/or service.

In the event a Bid, RFP, RFQ, Contract, order, and/or service is canceled by Calhoun County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by bidder/vendor in providing such gratuities.

Warranty Product:

Bidder/vendor warrants that products/goods sold to and/or services provided to Calhoun County shall conform to the highest commercial and/or professional standards in the industry and laws established by the U.S. Department of Labor, U.S. Department of Homeland Security, Occupational Safety and Health Administration and OSHA Act of 1970.

In the event products/goods sold and/or services provided do not conform to OSHA Standards, where applicable, Calhoun County shall return the product/item for correction or replacement at the bidder's/vendor's expense. In the event that services do not conform to OSHA Standards, Calhoun County

may immediately stop the services and seek reimbursement for said services at the bidder's/vendor's expense.

In the event the bidder/vendor fails to make the appropriate correction within a reasonable time, correction made by Calhoun County shall be at the bidder's/vendor's expense.

Bidder/vendor shall not limit or exclude any implied warranties and any attempt to do so shall render this Bid, RFP, RFQ, and/or Contract voidable at the option of Calhoun County.

Bidder/vendor warrants that the products/goods and/or services furnished and/or performed will conform to the specifications, scope of work, general conditions, drawings, and/or descriptions listed in the Bid, RFP, RFQ, and/or Contract and to the sample(s) furnished by bidder/vendor, if any.

In the event of a conflict between the specifications, scope of work, general conditions, drawings, and/or descriptions, the specifications shall govern.

All products/goods must be new, in first class condition, unless otherwise specified. The design, strength and quality of materials must conform to the highest standards of manufacturing practice.

Products/goods, and/or services supplied and/or performed under this Bid, RFP, RFQ, and/or Contract shall be subject to Calhoun County's approval.

Successful bidder/vendor shall warrant that all products/goods and/or services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. Any products/goods and are services found defective or not meeting specifications shall be picked up and promptly replaced or corrected to Calhoun County's satisfaction by the successful bidder/vendor at no expense to Calhoun County.

Cancellation:

Calhoun County shall have the right to cancel for default all or any part of the undelivered portion of an order and/or services if bidder/vendor breaches any of the terms hereof including warranties of bidder/vendor, or if the bidder/vendor becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Calhoun County may have in law or equity. Calhoun County shall not incur any fees and/or charges related to the cancellation. The bidder/vendor shall be responsible for any fees and/or charges that are related to the cancellation.

Force Majeure:

Force Majeure means a delay encountered by a party in the performance of its obligations under this Bid, RFP, RFQ, and/or Contract, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors.

In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Bid, RFP, RFQ, and/or Contract, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Bid, RFP, RFQ, and/or Contract from terminating in accordance with the termination provisions.

If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

Waiver:

No claim or right arising out of a breach of any Bid, RFP, RFQ, and/or Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

Applicable Law:

To the extent it is applicable, this Bid, RFP, RFQ, and/or Contract shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the "Uniform Commercial Code" as adopted in the State of Texas as effective and in force on the date of this Bid, RFP, RFQ, and/or Contract. Otherwise, Texas state and federal law shall apply.

Prohibition against Personal Interest in Bids, RFPs, RFQs, and/or Contracts:

No official, employee, or agent of Calhoun County shall have financial interest, direct or indirect, in any Bid, RFP, RFQ, and/or Contract with Calhoun County, or shall be financially interested, directly or indirectly, in the sale/lease to Calhoun County of any land, materials, supplies, or service, except on behalf of Calhoun County as an official, employee, or agent. Any willful violation of this section shall constitute malfeasance in office, and any official, employee, or agent guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the company, corporation, firm, partnership, or individual contracting with Calhoun County shall render the Bid, RFP, RFQ, and/or Contract involved voidable by the Calhoun County Commissioners Court.

Insurance:

Proof (copy of bidder's/vendor's current insurance) of the below listed insurance may be required to be returned with the Bid, RFP, RFQ, and/or Contract.

As additional security for Calhoun County and as separate obligations of bidder/vendor not in conjunction with any other provisions of the Bid, RFP, RFQ, and/or Contract, bidder/vendor agrees to carry and maintain during the term of the Bid, RFP, RFQ, and/or Contract the minimum insurance coverages stated below.

Before commencing work, the successful bidder/vendor shall be required, at his own expense, to furnish the Calhoun County Auditor within ten (10) days of notification of award with a certificate(s) of liability insurance (Form ACORD 25 or equivalent) showing, at least, the following minimum insurance coverage to be in force throughout the term of the Bid, RFP, RFQ, and/or Contract. Higher rates and/or additional coverage may apply depending upon type of Bid, RFP, RFQ, and/or Contract.

- General Liability (\$100,000/\$300,000 or greater)
- Workers' Compensation (at Statutory Limits)
- Employer's Liability (\$1,000,000 or greater)
- Auto Insurance (\$100,000 BIPP/\$300,000 BIPO/\$100,000 PD or greater)
- Professional Liability Insurance (if applicable)
- Farm Liability Insurance (if applicable)

Coverages shall apply on an occurrence basis.

The certificate(s) must reflect, by policy endorsement, that Calhoun County, Texas is an additional insured on all required policies.

Each certificate of liability insurance (Form ACORD 25 or equivalent) to be furnished by successful bidder's/vendor's insurance agent shall include, by endorsement to the policy, a statement that a notice shall

be given to the Calhoun County Auditor by certified mail thirty (30) days prior to cancellation, material change, or non-renewal in coverage.

Calhoun County's receipt of or failure to object to any insurance certificates or policies submitted by the bidder/vendor does not release or diminish in any manner the liability or obligations of the bidder/vendor or constitute a waiver of any of the insurance requirements for the Bid, RFP, RFQ, and/or Contract.

Replacement certificate(s) of liability insurance (Form ACORD 25 or equivalent) evidencing continuation of such coverage and naming, by policy endorsement, Calhoun County as an additional insured, shall be furnished to the Calhoun County Auditor's office prior to the expiration of the current policies.

Should bidder/vendor at any time neglect, refuse to provide, or cancel the insurance required, Calhoun County shall have the right to terminate the Bid, RFP, RFQ, and/or Contract or pursue any remedy available by law.

The insurance coverage requirements in the Bid, RFP, RFQ, and/or contract will in no way be construed as limiting the scope of indemnification.

OSHA Requirements:

Bidder/vendor must meet all Federal and State OSHA requirements.

The bidder/vendor hereby guarantees to Calhoun County that all materials, supplies, equipment and/or services listed on the Bid, RFP, RFQ, Contract, Purchase Order or Invoice shall conform to the requirements, specifications and standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970, as amended and in force at the date hereof.

Protest Procedures:

All protests and disputes will be held in Port Lavaca, Calhoun County, Texas.

Any actual or prospective bidder/vendor who believes they are aggrieved in connection with or pertaining to a Bid, RFP, RFQ, and/or Contract may file a protest. The protest must be delivered in writing to the Calhoun County Auditor's Office, in person or by certified mail return receipt requested prior to award. The written protest must include:

- Name, mailing address and business phone number of the protesting party;
- Appropriate identification of the Bid, RFP, RFQ, and/or Contract being protested;
- A precise statement of the reasons for the protest; and
- Any documentation or other evidence supporting the protest and any alleged claims.

The Calhoun County Auditor's Office will attempt to resolve the protest, including at the County Auditor's option, meeting with the protesting party. If the protest is successfully resolved by mutual agreement, written verification of the resolution, with specifics on each point addressed in the protest, will be forwarded to Calhoun County Commissioners Court.

If the Calhoun County Auditor's Office is not successful in resolving the protest, the protesting party may request in writing that the protest be considered by Calhoun County Commissioners Court. Applicable documentation and other information applying to the protest will be forwarded to Calhoun County Commissioners Court, who will promptly review such documentation and information.

If additional information is required, Calhoun County Commissioners Court will notify the protesting party to provide such information. The decision of Calhoun County Commissioners Court will be final.

Public Information Act:

All governmental information is presumed to be available to the public. Certain exceptions may apply to the disclosure of the information. Bidder/Vendor waives any obligation to the release to the public of any documents submitted in accordance with the Bid, RFP, RFQ, and/or Contract. Governmental bodies shall promptly release requested information that is not confidential by law, either constitutional, statutory, or by judicial decision, or information for which an exception to disclosure has not been sought.

CALHOUN COUNTY AUDITOR

To request information from Calhoun County, please contact:

Calhoun County Auditor
Calhoun County Courthouse Annex II
202 S Ann St, Suite B
Port Lavaca, TX 77979
Phone: 361-553-4610
Fax: 361-553-4614

The Packet, Invitation for Bids, Request for Proposals and/or Request for Qualifications are posted on Calhoun County's website, www.calhouncotx.org, under Public Notices, Bid Notices and Results.

ATTACHMENT A

CALHOUN COUNTY, TEXAS GENERAL CONDITIONS

CERTIFICATE OF INTERESTED PARTIES FORM 1295

A business entity will generate Form 1295 online after notification of award and submit with their signed contract. Form 1295 must be filled out and submitted online, printed, complete #6, signed and returned with the Agreement, Contract, or Lease. *See Calhoun County, Texas – Policy of Compliance*

TO FILL OUT FORM 1295:

Go to: <https://www.ethics.state.tx.us/File>

1. If you have an account, log in and proceed with the process or if you do not have an account, follow the instructions to set up an account and then proceed with the process.
2. Submit and print a copy of the form which will contain a unique certification number and date submitted in the upper right hand box that is marked "Office Use Only".
3. The Respondent or an authorized agent of the Respondent must sign and date the printed copy of the form (making sure all of #6 is completed).
4. The completed Form 1295 must be included with your Agreement, Contract or Lease, when it is submitted to Calhoun County.

For help in filling out the form:

- #1 Name of Business Entity filing the form, and the City, State and Country of the Entity's place of business
- #2 Calhoun County, Texas
(Also, if applicable, insert name of County Department)
- #3
 - Contract number, if not given, can be the year or dates associated with the Agreement, Contract, Lease or if for a Bid, RFP, or RFQ, the Bid, RFP, RFQ number and dates the Bid, RFP, RFQ pertains to
 - Description is description of Agreement, Contract, Lease or name of Bid, RFP, RFQ

On #4 and #5, complete only the one that applies to you

#4 Fill in the correct information if this applies

OR

#5 Mark an X in the Box if this applies

#6 Fill in the correct information, submit and print

After printing, the respondent or an authorized agent of the respondent must sign and date (making sure all of #6 is completed)

When you print you should see a Certificate Number and Date in the upper right hand box that is marked "Office Use Only".

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Calhoun County, Texas

POLICY OF COMPLIANCE

SECTION 2252.908 TEXAS GOVERNMENT CODE

Approved by Commissioners Court January 28, 2016

Amended by Commissioners Court January 31, 2018 and September 14, 2022

BACKGROUND

Section 2252.908 was added to the Government Code by the 84th Texas Legislature through the adoption of House Bill 1295. The law states that the County may not enter into a contract with a business entity unless a Certificate of Interested Parties (Form 1295) is provided to the county at the time the contract is considered for action by Commissioner's Court. The term "business entity" includes a sole proprietorship, partnership or corporation (whether for-profit or non-profit). The term "contract" includes amendment, extension or renewal of an existing contract. The law does not apply to a contract between the County and another governmental entity or state agency. The county is required to file Form 1295 with the state within 30 days of approving a contract with a business entity. Governmental transparency is the objective of the law.

Senate Bill 255 adopted by the 85th Legislature Regular Session amended the law effective for contracts entered into or amended on or after January 1, 2018. Additional exemptions from Form 1295 requirement were added for 1) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity, 2) a contract with an electric utility as defined by Section 31.002 of the Utilities Code, or 3) a contract with a gas utility as defined by Section 121.001 of the Utilities Code. Notarization of Form 1295 has been replaced by an unsworn statement under penalty of perjury by an authorized representative of the business entity.

The Texas Ethics Commission promulgated rules to implement the law and established an online portal https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. A business entity will generate Form 1295 online. Calhoun County will acknowledge online the receipt of Form 1295 after a contract is executed. Within seven business days, Form 1295 will be available for public viewing on the Commission's website.

COMPLAINT

Calhoun County Commissioners Court will not consider for action any contract with a business entity unless it is accompanied by a completed, signed Form 1295 or a signed statement declaring the provision of the law under which the business entity is exempt.

No later than 30 days after Commissioner's Court approves a contract with a non-exempt business entity, the **County Clerk** will file acknowledgement of receipt of the Form 1295 with the Texas Ethics Commission.

SPECIFICATIONS FOR
ANNUAL SUPPLY CONTRACT FOR
ROAD MATERIALS
BID NUMBER: 2025.02

BY ORDER of the Commissioners Court of Calhoun County, Texas, sealed Bids will be received for Road Materials for the County's Road and Bridge Precincts.

Contact, billing and location for each Calhoun County Road and Bridge Precinct can be found on the Form: Contact, Billing and Location Information for Calhoun County Precincts

INVITATION TO BID PACKET

The complete Invitation to Bid Packet may be downloaded from the County's website, www.calhouncotx.org (under Public Notices, Bid Notices and Results, Bid Notices, 2025) or by contacting Demi Cabrera, Assistant Auditor, at demi.cabrera@calhouncotx.org or 361-553-4613.

The complete Invitation to Bid Packet must be used in preparing the Bid. Calhoun County does not assume any responsibility for errors or misinterpretations resulting from the use of an incomplete Invitation to Bid Packet.

SUBMISSION OF SEALED BIDS

SEALED BIDS ARE DUE BEFORE 2:00:00 PM, WEDNESDAY, OCTOBER 30, 2024 in the County Judge's Office, Calhoun County Courthouse, 211 South Ann Street, 3rd Floor, Suite 301, Port Lavaca, Texas.

ALL BIDS (one original) shall be delivered to the office of the Calhoun County Judge in a SEALED 9 x 12 or larger envelope and CLEARLY MARKED on the outside of the envelope:

SEALED BID NUMBER 2025.02 ANNUAL SUPPLY CONTRACT FOR ROAD MATERIALS

If the SEALED BID is sent by UPS, FedEx, or other delivery service, the outside of this envelope must be clearly marked:

SEALED BID NUMBER 2025.02 ANNUAL SUPPLY CONTRACT FOR ROAD MATERIALS

SEALED BIDS may be hand delivered or mailed to:

Honorable Richard H. Meyer
Calhoun County Judge
Calhoun County Courthouse
211 South Ann Street
3rd Floor, Suite 301
Port Lavaca, Texas 77979

A late delivery with an early postmark will not suffice.

Calhoun County is not responsible for the delivery of your Bid to the office of the County Judge or delivery to the wrong office. If you choose to send your Bid by postal delivery, it is recommended that you call the County Judge's office at 361-553-4600 to verify receipt of your Bid prior to the Bid due date and time.

It is the responsibility of the submitting vendor to ensure that the sealed Bid is received in a timely manner. Calhoun County does not accept faxed or emailed Bids. Calhoun County accepts no financial responsibility for any cost incurred by any vendor in the course of responding to the Bid. Bids received after the deadline will not be opened and will not be considered for award, regardless of whether or not the delay was outside of the control of the submitting vendor.

The cell phone in the County Judge's office or the cell phone of the County Auditor's Representative is the official clock that shall be used in determining the time the Bid is received and the 2:00:00 PM deadline. No Bids will be accepted after the due date and 2:00:00 PM deadline has been reached.

BID TERM

The Bid shall be in effect for a period of one (1) year: January 1, 2025 through December 31, 2025

BID INFORMATION/REQUIREMENTS

To submit a valid Bid, read the entire Invitation to Bid Packet for all requirements and required forms that must be included and returned with the submitted Bid.

Calhoun County is always very conscious and extremely appreciative of the time and effort you have expended to submit a Bid. If you will not be submitting a Bid, we would appreciate you indicating on your "NO BID" response any requirements of this Bid request which may have influenced your decision to "NO BID".

Calhoun County is not responsible for errors if the Bid forms are handwritten. It is recommended that all information submitted by the vendor on the Bid forms be typed. If handwritten, must be in ink and legible. White out is not acceptable.

Intentionally Left Blank

Materials shall meet or exceed "Texas Department of Transportation Current Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges" and/or Calhoun County requirements.

ROAD MATERIALS (Bid Item Listed or Equivalent)

- Bid Item #1: Limestone – 1/2 Inch to Dust or Equivalent
- Bid Item #2: Limestone – 3/4 Inch to Dust or Equivalent
- Bid Item #3: Item 247, Type A Limestone, Grade 2 [1 ¾ Inch] or Equivalent
- Bid Item #4: Item 247, Type A Limestone, Grade 3 [1 ¾ Inch] or Equivalent
- Bid Item #5: Item 265-2.2 Fly Ash or Equivalent
Fly Ash that meets the requirements of DMS 4615 "Fly Ash for Soil Treatment" Class CS or FS, Delivered in pneumatic tankers with spreader bar
- Bid Item #6: Item 275, Cement or Equivalent
275-2.1, Hydraulic Cement Type 1 or Equivalent, Bulk
(Pneumatic Tankers, Spreader Bar Needed)
275-2.1, Hydraulic Cement Type 1 or Equivalent, 47 lb. Bag (on Pallets)
- Bid Item #7: Item 302, Type PB, Grade 3 (Pre-Coated Rock) or Equivalent
- Bid Item #8: Item 302, Type PB, Grade 4 (Pre-Coated Rock) or Equivalent
- Bid Item #9: Item 302, Type PE, Grade 3 (Pre-Coated Rock), *Material Source out of _____ * or Equivalent
- Bid Item #10: Item 302, Type PE, Grade 4 (Pre-Coated Rock), *Material Source out of _____ * or Equivalent
- Bid Item #11: Item 302, Type E, Grade 5, Ice Rock (Non Coated Limestone Only) or Equivalent
- Bid Item #12: Item 330, Type D (Pre-Mix Limestone) or Equivalent
- Bid Item #13: Item 330 D, Pothole Repair, Limestone Rock Asphalt (LRA) or Equivalent
The material will be used to construct a base course, a surface course, a level-up course, pothole repair, or any combination of these courses of the types and grade using a cold-mixed material consisting of native limestone rock asphalt (LRA) aggregate, fluxing material, water. LRA Mixture-Furnish LRA according to DMS-9210, "Limestone Rock Asphalt (LRA)", Item 330 D per the Surface Aggregate Classification plans as set forth by TXDOT Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges 2014. No material will be accepted that has been blended and stored on the producer's pad for more than 24 hours prior to loading and shipment.
- Bid Item #14: Item 334, Type D, Hot Mix Cold Laid Asphalt Concrete Pavement or Equivalent
Material must meet or exceed Item 334, 4.1.2 JMF Table #5 Laboratory Mixture Design Properties found in the Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges.
- Bid Item #15: ASPPM 9202 Grade IV High Performance Cold Mix or Equivalent
- Bid Item #16: Item 432 Riprap, Section 2.3 Stone Riprap, 12" Limestone or Equivalent

Vendor may submit a Bid for any or all material(s) for any location.

Vendor must be able to furnish Bid items under terms of these specifications and general conditions if vendor is awarded a Bid.

Calhoun County is EXEMPT from all Sales Tax (county, city and state sales tax) and all Federal Excise Taxes, if applicable under Section 151.309 of the Texas Tax Code. Upon request, tax exempt forms will be furnished to the vendor by the County Auditor's Office. Vendor is to issue its Texas Resale Certificate to vendors or subcontractors for such items qualifying for this exemption.

Pump and hoses, if applicable, are to be furnished by the vendor at no extra charge or the charge for the pump and hoses, if applicable, must be included in the Bid.

Demurrage charges, if applicable, stated separately from the Bid price of the material will increase the amount of the Bid price for the material.

Materials Bid must be broken down into price per unit and delivery price per unit.

A fuel adjustment will be allowed, with a cap of 15% plus or minus, on the delivery price only as fluctuations in diesel prices occur as listed on <http://www.eia.gov/petroleum/gasdiesel>, using the Gulf Coast Region. The baseline price will be the price on this site on Monday, October 28, 2024 rounded to the nearest one-hundredth and thereafter the index will be adjusted and documented on Monday of each week after Bids are accepted.

The allowable fuel adjustment will be calculated by subtracting the baseline price from the posted price for the Monday immediately prior to the delivery date of the material (if delivered on a Monday, the posted price on the Monday prior to delivery must be used), and if the difference is less than 5 cents no adjustment will be allowed; 5 cents to 9 cents a 1% plus or minus adjustment to the delivery price per unit; 10 cents to 14 cents a 2% plus or minus adjustment to the delivery price per unit; 15 to 19 cents a 3% plus or minus adjustment to the delivery price per unit; 20 to 24 cents a 4% plus or minus adjustment to the delivery price per unit and so on. **A 1% adjustment will be made on the delivery price for every 5 cent increase or decrease from the baseline price, not to exceed 15% plus or minus.**

Vendor must include a copy of the document from the EIA.GOV website that was used to determine delivery price when invoicing Calhoun County and the calculations on the increase or decrease in the delivery price.

Vendor will be required to deliver to all jobsites in Calhoun County as directed by the Commissioner of applicable Calhoun County Precinct.

Jobsite can be road, field location or stockpile at designated Calhoun County locations.

Miles from pit to stockpile and/or jobsite will be shortest legal route.

Total Bid price, stated on the Invitation to Bid Form, shall include all fees, transportation costs and/or delivery fees to the designated Calhoun County Precinct stockpile or jobsites.

Materials shall be ordered in quantities as determined by each Calhoun County Commissioner.

Calhoun County Precincts will put out needed signs and barricades for traffic control.

Calhoun County Precincts will accept the number of trucks necessary to do a job on a most cost efficient basis, which could require various numbers of trucks.

Any Vendor traveling on Calhoun County roads will not exceed its legal gross weight.

Each load shall be weighed on a certified public scale. Truck and trailer shall be weighed empty at least once on each job run, or when a change is made due to changing truck, trailer, or other. Cost of weighing shall be paid by the hauler. Driver shall get a material company ticket from pit or location when loading. A copy of the scale weight ticket, material company ticket and company delivery ticket shall be given to the Calhoun County employee at the jobsite when load is inspected and dumped.

Calhoun County Precincts will supervise the dumping of loads and a Calhoun County employee will sign the delivery ticket. The Calhoun County Precinct must receive a copy of the signed delivery ticket.

Calhoun County shall have the right to pull sample loaded truck(s) to a certified scale of Calhoun County's choice for loaded weight, unload truck(s) and take empty weight on same scale to verify weights. Calhoun County shall pay for the weighing.

Calhoun County legally accepts the materials after it is unloaded and approved by the Calhoun County Commissioner of said precinct.

Any exceptions and or variations from the specifications in this Bid document must be indicated on the Bid form or on a separate attachment to the Bid and labeled as such. Exceptions taken and/or variations made to the specifications and listed on the vendor's Bid or separate attachment may void the Bid.

The request for a Bid on a material does not guarantee that Calhoun County will purchase this material during the Bid period. Calhoun County does not guarantee to purchase any minimum or maximum quantities. The materials will only be ordered as needed.

When required, all materials ordered will be delivered to the Calhoun County Precinct within 24 hours from time of order. In the event the vendor is unable to deliver the materials(s) ordered within 24 hours from time of order, Calhoun County reserves the right to cancel the order and re-order the said material(s) from the vendor which submitted the next lowest Bid that met specifications and can deliver within 24 hours from time of order. Calhoun County shall not incur any penalties, fees and/or other charges when cancelling an order.

Vendor shall be required to notify Calhoun County in the event of unforeseen delay arising in the delivery of an order. In the event an order will not arrive at the Calhoun County Precinct at the designated time, Calhoun County shall have the right to cancel the order or refuse acceptance of the order. Calhoun County shall not be assessed any penalties, fees and/or other costs due to this cancellation or refusal.

In the event the vendor is unable to furnish any item within a reasonable time after an order is placed due to strikes, war or any reason beyond the vendor's and or supplier's control, the County reserves the right to purchase these items from any source, without causing this contract to be cancelled.

Calhoun County or the vendor have the right to cancel the delivery of a material(s) at any time due to weather, road conditions and/or machinery breakdown. No penalties, fees and/or other charges will be billed to Calhoun County if the delivery of a material(s) is cancelled by Calhoun County or the vendor due to weather, road conditions and/or machinery breakdown.

The County reserves the right to refuse any order delivered for not being in compliance with the specifications, general conditions and/or the "Hazardous Communications Act", commonly known as the "Texas Right to Know Act".

The vendor, at the vendor's cost, shall immediately remove the material(s) from the Calhoun County Precinct that are deemed unsatisfactory, and are not in compliance with the specifications, general conditions and/or do not meet State and/or Federal Regulations. No penalties, fees, and/or other charges will be billed to Calhoun County for the removal of the material(s) from the Calhoun County Precinct.

Safety Data Sheets and Placards, if applicable, must be furnished at the time of delivery as specified by State and/or Federal Regulations.

Calhoun County reserves the right to conduct random sampling of pre-qualified materials for testing and to perform random audits of test reports. Calhoun County representatives may sample materials from the manufacturing plant, terminal, shipping container and any other source they deem necessary to insure reliability of the materials. If testing will be performed through a third party, the vendor will be required to allow the third party access to the facilities in order to acquire samples for testing. Regardless of results of any material(s) test required by Calhoun County, all costs incurred for such tests shall be paid for by the vendor.

Specifications are not being met if materials are not delivered at the required temperatures or the time and date requested by Calhoun County's Commissioner are not met.

The award of a Bid will be voided if specifications, general conditions and instructions within this Invitation to Bid Packet are not followed. The Bid would then be awarded to the vendor which submitted the next lowest Bid that met specifications and all requirements of the Invitation to Bid Packet.

All Calhoun County Precincts handle their own orders; therefore, invoices shall be billed to each Calhoun County Precinct separately.

All invoices must be billed to Calhoun County to the attention of the Calhoun County Commissioner and Precinct ordering the material(s).

Bid item number and material description, as stated on the Invitation to Bid form, awarded material Bid price per unit and delivery price per unit must appear on all invoices in order to be considered for payment. Listing the Bid item number and exact material description as on the Invitation to Bid Form will avoid any confusion when the invoice is processed for payment.

No other charges, including, but not limited to, pump, hoses, special fees or after hour delivery fees, may be added to the awarded Bid price per unit and delivery price when invoiced unless these charges were noted on the Bid form or separate attachment and awarded as such.

Invoices shall be free from sales tax (county, city or state sales tax) and federal excise taxes, if applicable.

Invoices shall include a copy of the document from the EIA.GOV website that was used to calculate the increase or decrease in the delivery charge.

Invoices shall show the calculation on how the increase or decrease in delivery price was reached.

Invoices shall include a copy of the delivery ticket that shows confirmation of delivery.

Calhoun County Commissioners Court reserves the right to waive any formality, technicality or irregularity, accept or reject any and or all Bids. Calhoun County reserves the right to award the bid to the responsible vendor who submitted the lowest and best bid, as well as one or more responsible vendors with the next lowest and best bids as alternate vendors for cases when the awarded bidder cannot meet delivery schedules. The awarded vendors will be contacted first for each job and, in the event that an awarded vendor cannot deliver, alternate vendors will be contacted in ranked order until the order is filled.

Calhoun County Commissioners have the right to reject at any time any material that is undesirable for either road or jobsite location. If any material is rejected, the County will not incur in fees or charges on the rejected material.

Calhoun County will evaluate and award the Bid based on lowest and best Bid meeting specifications and all requirements of the Invitation to Bid Packet. "Lowest and best" means a Bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties and customer service after a sale. Calhoun County reserves the right to accept and/or reject any/all of the options Bid as it deems to be in the best interest of Calhoun County.

Although the cost of materials(s) to be provided is an essential part of the Bid, Calhoun County is not obligated to award a Bid (contract) on the sole basis of cost but will award to the vendor considered to be the best value to the Calhoun County.

The Bid award shall be based on, but not necessarily limited to, the following factors:

- Unit price
- Extended price (and other charges, if any)
- Special needs and requirements of Calhoun County
- Delivery
- Compliance in returning (including) all required forms
- Results of testing samples (if required by Calhoun County)
- Calhoun County's experience with materials Bid
- Vendor's past performance record with Calhoun County

If Bids are awarded, award information will be emailed to all vendors that submitted a Bid regardless if the vendor was awarded a Bid or not. Calhoun County Commissioners Court and the County Auditor's office work diligently to get this information to the vendors as soon as possible. To obtain results, or if you have any questions, please contact Demi Cabrera, Calhoun County Assistant Auditor, 202 S. Ann St., Suite B, Port Lavaca, Texas 77979, or by phone or email, (361) 553-4613, demi.cabrera@calhouncotx.org. As time permits, Bid awards will be posted on Calhoun County's website, www.calhouncotx.org, under Public Notices, Bid Notices and Results, Results, 2025.

Once Bids are awarded by Calhoun County Commissioners Court, the County Auditor's Office will send the awarded vendor the following: (1) The contract; (2) A request for Form 1295, Certificate of Interested Parties; and (3) A request for the insurance requirements, Certificate of Insurance. All documents must be returned and accepted by Calhoun County Commissioners Court before the award will be complete, valid and in effect.

Calhoun County or the vendor may cancel this contract at any time for any reason, provided a written notice is given.

Should there be a change in ownership or management, the contract shall be cancelled unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and prices.

Vendor understands that Calhoun County is a government entity subject to Texas State and Federal public information statutes. Vendor hereby waives any obligation to the release to the public of any documents submitted in accordance with the Bid.

No person has the authority to verbally alter these specifications or any information within the Invitation to Bid packet. Any changes will be made in writing (Addendum approved by Calhoun County Commissioners Court) and mailed and or emailed to each vendor that received a Bid packet.

All disputes or protests will be held in Calhoun County, Texas.

INSURANCE REQUIREMENTS

Before commencing work under the contract, the vendor must furnish, at their own expense, certificates of insurance or other acceptable evidence from a reputable insurance company or companies acceptable to Calhoun County, licensed to write insurance in the State of Texas showing the contractor (vendor) is covered by insurance within the minimum limits of liability listed in the General Conditions that are included in this Invitation to Bid Packet and shall remain in force until all work under the contract is completed. If for any reason insurance coverage is not kept in force, all deliveries must be stopped until an acceptable Certificate of Insurance is provided to the County. The County Auditor's office and the County Commissioners' should be provided with 30 days advance notice of changes or termination of coverage. The County shall be covered as an additional insured and the certificate of insurance must also include a waiver of subrogation in favor of the County. The vendor shall be responsible for any deductions stated in the policy.

The vendor shall include all subcontractors as insured under its policies or shall furnish separate certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements under this contract.

Nothing contained in the insurance requirements shall be construed as limiting the extent of the vendor's responsibility for payment of damages resulting from operations under this contract.

Any failure of the vendor to comply with the reporting provisions of the insurance policies shall not affect the coverage provided to the County. The insurance provided by the vendor shall be primary as respects to the County. Any insurance maintained by the County shall be excess of the vendor's insurance and shall not contribute to it.

REQUIRED FORMS TO BE RETURNED WHEN SUBMITTING A BID

If any Required Form is "Not Applicable", mark "NA" and include when submitting a Bid.

- Invitation to Bid Form (Page 31-37)
- Vendor and Order Information Form (Page 38)
- Affidavit (Page 39)
- Conflict of Interest Questionnaire, Form CIQ (Page 41)
- Certificate Regarding Debarment & Suspension and Other Responsibility Matters (Page 44)
- Certification Regarding Lobbying (Page 45)
- Disclosure of Lobbying (Page 47)
- House Bill 89 Verification (Page 48)
- Residence Certification (Page 49)
- W-9 (Page 50)

CONTACT, BILLING AND LOCATION INFORMATION FOR CALHOUN COUNTY PRECINCTS

Calhoun County Precinct 1

Commissioner David Hall
305 Henry Barber Way (by the County Fairgrounds)
Port Lavaca, TX 77979
Office Manager: Angela Torres
Office: 361-552-9242
Fax: 361-553-8734
Location Stockpile: 305 Henry Barber Way, Port Lavaca, TX
Laydown yard: 1890 FM 2760, Port Lavaca, TX

Calhoun County Precinct 2

Commissioner Vern Lyssy
5812 FM 1090 (Six Mile)
Port Lavaca, TX 77979
Office Manager: Lesa Jurek
Office: 361-552-9656
Fax: 361-553-6664
Location of Stockpile: 5812 FM 1090, Port Lavaca, TX

Calhoun County Precinct 3

Commissioner Joel Behrens
24627 State Hwy 172 (Olivia)
Port Lavaca, TX 77979
Office Manager: Lynette Adame
Office: 361-893-5346
Fax: 361-893-5309
Location of Stockpile: 24627 State Highway 172, Olivia TX

Calhoun County Precinct 4

Precinct 4-P (Port O'Connor)
Commissioner Gary Reese
Trevor St off of Hwy 185
Port O'Connor, TX 77982
Office Manager: April Townsend
Use same numbers as Seadrift (4-S)
Location of Stockpile – Pct 4-P Barn #3: 93 Trevor Street off of Highway 185, Port O'Connor, TX

Calhoun County Precinct 4

Precinct 4-S (Seadrift)
Commissioner Gary Reese
104 E Dallas St
PO Box 177
Seadrift, TX 77983
Office Manager: April Townsend
Office: 361-785-3141
Fax: 361-785-5602
Location of Stockpile – Pct 4-S Barn #2: 448 Harbor Road, Seadrift TX

REQUIRED FORMS

FORMS REQUIRED TO BE RETURNED WHEN SUBMITTING A BID

Vendor must return the following forms:

If any Required Form is "Not Applicable", mark "NA" and include when submitting a Bid

- Invitation to Bid Form (Page 31-37)
- Vendor and Order Information Form (Page 38)
- Affidavit (Page 39)
- Conflict of Interest Questionnaire Form CIQ (Page 41)
- Certification Regarding Debarment & Suspension and Other Responsibility Matters (Page 44)
- Certification Regarding Lobbying (Page 45)
- Disclosure of Lobbying Activities (Page 47)
- House Bill 89 Verification (Page 48)
- Residence Certification (Page 49)
- W-9 (Page 50)

Submitted Bid consists only of the above required forms

INVITATION TO BID FORM

ANNUAL SUPPLY CONTRACT FOR ROAD MATERIALS

Bid Number: 2025.02

January 1, 2025 through December 31, 2025

Vendor's Name & Address

- Please Type. If handwritten, must be in ink and legible. White out is not acceptable.
- SEE SPECIFICATIONS AND GENERAL CONDITIONS FOR COMPLETE REQUIREMENTS
- MATERIALS BID MUST BE BROKEN DOWN INTO PRICE PER UNIT AND DELIVERY PRICE PER UNIT

ROAD MATERIALS (Bid Item Listed or Equivalent)

Bid Item #1: Limestone - 1/2 Inch To Dust or Equivalent

Price per ton / delivery price to County Stockpile and/or Jobsite

LOCATION	UNIT	MATERIAL	DELIVERY	TOTAL	MINIMUM LOAD/ORDER
Precinct 1	Ton				
Precinct 2	Ton				
Precinct 3	Ton				
Precinct 4-P	Ton				
Precinct 4-S	Ton				

Remarks: _____

Bid Item #2: Limestone - 3/4 Inch To Dust or Equivalent

Price per ton / delivery price to County Stockpile and/or Jobsite

LOCATION	Unit	MATERIAL	DELIVERY	TOTAL	MINIMUM LOAD/ORDER
Precinct 1	Ton				
Precinct 2	Ton				
Precinct 3	Ton				
Precinct 4-P	Ton				
Precinct 4-S	Ton				

Remarks: _____

Bid Item #3: Item 247, Type A Limestone, Grade 2 [1 3/4 Inch] or Equivalent

Price per ton / delivery price to County Stockpile and/or Jobsite

LOCATION	Unit	MATERIAL	DELIVERY	TOTAL	MINIMUM LOAD/ORDER
Precinct 1	Ton				
Precinct 2	Ton				
Precinct 3	Ton				
Precinct 4-P	Ton				
Precinct 4-S	Ton				

Remarks: _____

Bid Item #4: Item 247, Type A Limestone, Grade 3 [1 3/4 Inch] or Equivalent

Price per ton / delivery price to County Stockpile and/or Jobsite

LOCATION	Unit	MATERIAL	DELIVERY	TOTAL	MINIMUM LOAD/ORDER
Precinct 1	Ton				
Precinct 2	Ton				
Precinct 3	Ton				
Precinct 4-P	Ton				
Precinct 4-S	Ton				

Remarks: _____

Bid Item #5: Item 265-2.2 Fly Ash or Equivalent

See Specifications, Bid Item #5 for more information on this material

Price per ton / delivery price to County Stockpile and/or Jobsite

LOCATION	Unit	MATERIAL	DELIVERY	TOTAL	MINIMUM LOAD/ORDER
Precinct 1	Ton				
Precinct 2	Ton				
Precinct 3	Ton				
Precinct 4-P	Ton				
Precinct 4-S	Ton				

Remarks: _____

Bid Item #6: Item 275, Cement or Equivalent**275-2.1, Hydraulic Cement Type 1, Bulk** (Pneumatic Tankers, Spreader Bar Needed)**275-2.1, Hydraulic Cement Type 1, 47 lb Bag**(Cost per Pallet List # of 47 lb Bags on a Pallet

Price per unit / delivery price to County Stockpile and/or Jobsite

LOCATION	Unit	MATERIAL	DELIVERY	TOTAL	MINIMUM LOAD/ORDER
Precinct 1	Ton				
	____ of 47 lb Bags on Pallet				
Precinct 2	Ton				
	____ of 47 lb Bags on Pallet				
Precinct 3	Ton				
	____ of 47 lb Bags on Pallet				
Precinct 4-P	Ton				
	____ of 47 lb Bags on Pallet				
Precinct 4-S	Ton				
	____ of 47 lb Bags on Pallet				

Remarks: _____

Bid Item #7: Item 302, Type PB, Grade 3 (Pre-Coated Rock) or Equivalent

Price per ton / delivery price to County Stockpile and/or Jobsite

LOCATION	Unit	MATERIAL	DELIVERY	TOTAL	MINIMUM LOAD/ORDER
Precinct 1	Ton				
Precinct 2	Ton				
Precinct 3	Ton				
Precinct 4-P	Ton				
Precinct 4-S	Ton				

Remarks: _____

Bid Item #8: Item 302, Type PB, Grade 4 (Pre-Coated Rock) or Equivalent

Price per ton / delivery price to County Stockpile and/or Jobsite

LOCATION	Unit	MATERIAL	DELIVERY	TOTAL	MINIMUM LOAD/ORDER
Precinct 1	Ton				
Precinct 2	Ton				
Precinct 3	Ton				
Precinct 4-P	Ton				
Precinct 4-S	Ton				

Remarks: _____

Bid Item #9: Item 302, Type PE, Grade 3 (Pre-Coated Rock)***Material Source out of _____ * or Equivalent**

Price per ton / delivery price to County Stockpile and/or Jobsite

LOCATION	Unit	MATERIAL	DELIVERY	TOTAL	MINIMUM LOAD/ORDER
Precinct 1	Ton				
Precinct 2	Ton				
Precinct 3	Ton				
Precinct 4-P	Ton				
Precinct 4-S	Ton				

Remarks: _____

Bid Item #10: Item 302, Type PE, Grade 4 (Pre-Coated Rock)***Material Source out of _____ * or Equivalent**

Price per ton / delivery price to County Stockpile and/or Jobsite

LOCATION	Unit	MATERIAL	DELIVERY	TOTAL	MINIMUM LOAD/ORDER
Precinct 1	Ton				
Precinct 2	Ton				
Precinct 3	Ton				
Precinct 4-P	Ton				
Precinct 4-S	Ton				

Remarks: _____

Bid Item #11: Item 302, Type E, Grade 5, Ice Rock (Non-Coated Limestone Only) or Equivalent

Price per ton / delivery price to County Stockpile and/or Jobsite

LOCATION	Unit	MATERIAL	DELIVERY	TOTAL	MINIMUM LOAD/ORDER
Precinct 1	Ton				
Precinct 2	Ton				
Precinct 3	Ton				
Precinct 4-P	Ton				
Precinct 4-S	Ton				

Remarks: _____

Bid Item #12: Item 330, Type D (Pre-Mix Limestone) or Equivalent

Price per ton / delivery price to County Stockpile and/or Jobsite

LOCATION	Unit	MATERIAL	DELIVERY	TOTAL	MINIMUM LOAD/ORDER
Precinct 1	Ton				
Precinct 2	Ton				
Precinct 3	Ton				
Precinct 4-P	Ton				
Precinct 4-S	Ton				

Remarks: _____

Intentionally Left Blank

Bid Item #13: Item 330 D, Pothole Repair, Limestone Rock Asphalt (LRA) or Equivalent

See Specifications, Bid Item #13 for more information on this material

Price per unit / delivery price to County Stockpile and/or Jobsite (Ton and/or 50 lb Bag)

LOCATION	Unit	MATERIAL	DELIVERY	TOTAL	MINIMUM LOAD/ORDER
Precinct 1	Ton				
	50 lb Bag				
Precinct 2	Ton				
	50 lb Bag				
Precinct 3	Ton				
	50 lb Bag				
Precinct 4-P	Ton				
	50 lb Bag				
Precinct 4-S	Ton				
	50 lb Bag				

Remarks: _____

Bid Item #14: Item 334, Type D Hot Mix Cold Laid Asphalt Concrete Pavement or Equivalent

See Specifications, Bid Item #14 for more information on this material.

Price per ton / delivery price to County Stockpile and/or Jobsite

LOCATION	Unit	MATERIAL	DELIVERY	TOTAL	MINIMUM LOAD/ORDER
Precinct 1	Ton				
Precinct 2	Ton				
Precinct 3	Ton				
Precinct 4-P	Ton				
Precinct 4-S	Ton				

Remarks: _____

Bid Item #15: ASPPM 9202 Grade IV High Performance Cold Mix or Equivalent

Price per ton / delivery price to County Stockpile and/or Jobsite

LOCATION	Unit	MATERIAL	DELIVERY	TOTAL	MINIMUM LOAD/ORDER
Precinct 1	Ton				
Precinct 2	Ton				
Precinct 3	Ton				
Precinct 4-P	Ton				
Precinct 4-S	Ton				

Remarks: _____

Bid Item #16: Item 432, Riprap, Section 2.3 Stone Riprap, 12" Limestone or Equivalent

Price per ton / delivery price to County Stockpile and/or Jobsite

LOCATION	Unit	MATERIAL	DELIVERY	TOTAL	MINIMUM LOAD/ORDER
Precinct 1	Ton				
Precinct 2	Ton				
Precinct 3	Ton				
Precinct 4-P	Ton				
Precinct 4-S	Ton				

Remarks: _____

The undersigned affirms that they are duly authorized to execute this Bid and that this company, corporation, firm, partnership or individual has not prepared this Bid in collusion with any other vendor, that the contents of this Bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by their employees or agents to any official, employee or agent of Calhoun County or any other person engaged in this type of business prior to the official opening of this Bid.

The undersigned affirms that they have not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any official, employee or agent of Calhoun County in connection with this Bid. The undersigned affirms that they have read the entire Invitation to Bid Packet and fully understands all requirements.

FAILURE TO SIGN BELOW SHALL DISQUALIFY THE BID

Date: _____

Authorized Signature & Title: _____

Type Name & Title of Authorized Signature: _____

Phone Number: _____ Email: _____

Exceptions and or Variations from Specifications and/or additional Notes: _____

VENDOR AND ORDER INFORMATION FORM

Please Type.

If handwritten, must be in ink and legible

Vendor's Name: _____

Address: _____

Remittance Address: _____

Telephone: _____

Fax: _____

Email: _____

Signature of Authorized Representative: _____

Printed name of Authorized Rep: _____

ORDER – CONTACT INFORMATION

Order Contact Name & Title: _____

Order Contact Telephone: _____

Order Contact Fax: _____

Order Contact Email: _____

INVOICES – CONTACT INFORMATION

For Invoice Inquiries:

Contact Name & Title: _____

Contact Telephone: _____

Contact Fax: _____

Contact Email: _____

STATE OF TEXAS {}

AFFIDAVIT

COUNTY OF _____ {}

_____ being first duly sworn, deposes and says: that he or she is
(Type or Print Name)
the _____ of _____, having its
(Type or Print Title) (Type or Print Name of Company/Firm)
principal address at _____
(Type or Print Physical and Mailing Address)

who submits herewith to Calhoun County the attached bid/proposal; that he or she is the person whose name is signed to the attached bid/proposal; that said bid/proposal is genuine; that the same is not sham or collusive; that all statements of fact herein are true; and that such bid/proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not herein named or disclosed.

Affiant further deposes and says: that the bidder/proposer has not directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interests of Calhoun County, or of any other bidder/proposer, or anyone else interested in the bid/proposal contract; and that the bidder/proposer has not in any manner sought by collusion to secure for himself/herself/itself/themselves an advantage over any other bidder/proposer.

Affiant further deposes and says: that prior to the public opening and reading of bids/proposals, said bidder/proposer:

- a) did not, directly or indirectly, induce or solicit anyone else to submit a false or sham bid/proposal;
- b) did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder/proposer or anyone else would submit a false or sham bid/proposal, or that anyone should refrain from submitting a bid/proposal or withdraw their bid/proposal;
- c) did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the bid price/proposal of said bidder/proposer or of anyone else, or to raise or fix any overhead, profit or cost element of their price/fee or of that of anyone else;
- d) did not give, offer to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any official, employee or agent of Calhoun County in connection with the submitted bid/proposal; and
- e) did not, directly or indirectly, submit their bid/proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative hereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent, thereof, to any individual or group of individuals, or to any official, employee or agent of Calhoun County prior to the official opening of this bid/proposal.

Affiant further deposes and says: that the bid price(s) or proposed fees contained in this bid/proposal have been carefully checked and is submitted as true and correct, agrees to furnish any and/or all items/services upon which bid prices or proposed fees are awarded and upon the conditions and requirements contained in the bid/proposal.

Signature of Affiant

Printed Name and Title of Affiant

SWORN TO AND SUBSCRIBED BEFORE ME by the above Affiant, who, on oath, states that the facts contained in the above are true and correct, this _____ day of _____, 20_____.

Signature of Notary Public

Notary Stamp/Seal

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

DEBARMENT & SUSPENSION

Executive Order 12549--Debarment and Suspension

Source: The provisions of Executive Order 12549 of Feb. 18, 1986, appear at 51 FR 6370, 3 CFR, 1986 Comp., p. 189, unless otherwise noted.

By the authority vested in me as President by the Constitution and laws of the United States of America, and in order to curb fraud, waste, and abuse in Federal programs, increase agency accountability, and ensure consistency among agency regulations concerning debarment and suspension of participants in Federal programs, it is hereby ordered that:

Section 1. (a) To the extent permitted by law and subject to the limitations in Section 1(c), Executive departments and agencies shall participate in a system for debarment and suspension from programs and activities involving Federal financial and nonfinancial assistance and benefits. Debarment or suspension of a participant in a program by one agency shall have government-wide effect.

(b) Activities covered by this Order include but are not limited to: grants, cooperative agreements, contracts of assistance, loans, and loan guarantees.

(c) This Order does not cover procurement programs and activities, direct Federal statutory entitlements or mandatory awards, direct awards to foreign governments or public international organizations, benefits to an individual as a personal entitlement, or Federal employment.

Sec. 2. To the extent permitted by law, Executive departments and agencies shall:

(a) Follow government-wide criteria and government-wide minimum due process procedures when they act to debar or suspend participants in affected programs.

(b) Send to the agency designated pursuant to Section 5 identifying information concerning debarred and suspended participants in affected programs, participants who have agreed to exclusion from participation, and participants declared ineligible under applicable law, including Executive Orders. This information shall be included in the list to be maintained pursuant to Section 5.

(c) Not allow a party to participate in any affected program if any Executive department or agency has debarred, suspended, or otherwise excluded (to the extent specified in the exclusion agreement) that party from participation in an affected program. An agency may grant an exception permitting a debarred, suspended, or excluded party to participate in a particular transaction upon a written determination by the agency head or authorized designee stating the reason(s) for deviating from this Presidential policy.

However, I intend that exceptions to this policy should be granted only infrequently.

Sec. 3. Executive departments and agencies shall issue regulations governing their implementation of this Order that shall be consistent with the guidelines issued under Section 6. Proposed regulations shall be submitted to the Office of Management and Budget for review within four months of the date of the guidelines issued under Section 6. The Director of the Office of Management and Budget may return for reconsideration proposed regulations that the Director believes are inconsistent with the guidelines. Final regulations shall be published within twelve months of the date of the guidelines.

Sec. 4. There is hereby constituted the Interagency Committee on Debarment and Suspension, which shall monitor implementation of this Order. The Committee shall consist of representatives of agencies designated by the Director of the Office of Management and Budget.

Sec. 5. The Director of the Office of Management and Budget shall designate a Federal agency to perform the following functions: maintain a current list of all individuals and organizations excluded from program participation under this Order, periodically distribute the list to Federal agencies, and study the feasibility of automating the list; coordinate with the lead agency responsible for government-wide debarment and suspension of contractors; chair the Interagency Committee established by Section 4; and report periodically to the Director on implementation of this Order, with the first report due within two years of the date of the Order.

Sec. 6. The Director of the Office of Management and Budget is authorized to issue guidelines to Executive departments and agencies that govern which programs and activities are covered by this Order, prescribe government-wide criteria and government-wide minimum due process procedures, and set forth other related details for the effective administration of the guidelines.

Sec. 7. The Director of the Office of Management and Budget shall report to the President within three years of the date of this Order on Federal agency compliance with the Order, including the number of exceptions made under Section 2(c), and shall make recommendations as are appropriate further to curb fraud, waste, and abuse.

Implementation in the SRF Programs

A company or individual who is debarred or suspended cannot participate in primary and lower-tiered covered transactions. These transactions include SRF loans and contracts and subcontracts awarded with SRF loan funds.

Under 40 C.F.R. 32.510, the SRF agency must submit a certification stating that it shall not knowingly enter into any transaction with a person who is proposed for debarment, suspended, declared ineligible, or voluntarily excluded from participation in the SRF program. This certification is reviewed by the EPA regional office before the capitalization grant is awarded.

A recipient of SRF assistance directly made available by capitalization grants must provide a certification that it will not knowingly enter into a contract with anyone who is ineligible under the regulations to participate in the project. Contractors on the project have to provide a similar certification prior to the award of a contract and subcontractors on the project have to provide the general contractor with the certification prior to the award of any subcontract.

In addition to actions taken under 40 C.F.R. Part 32, there are a wide range of other sanctions that can render a party ineligible to participate in the SRF program. Lists of debarred, suspended and otherwise ineligible parties are maintained by the General Services Administration and should be checked by the SRF agency and all recipients of funds directly made available by capitalization grants to ensure the accuracy of certifications.

Additional References

C 40 C.F.R. Part 32: EPA Regulations on Debarment and Suspension.

CERTIFICATION REGARDING DEBARMENT & SUSPENSION AND OTHER RESPONSIBILITY MATTERS

In accordance with the Executive Order 12549, the prospective primary participant certifies to the best of his / her knowledge and belief, that its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification.
- d. Have not within a three-year period preceding this application / proposal had one or more public transactions (federal, state, or local) terminated for cause of default.
- e. Acknowledge that all sub-contractors selected for this project must be in compliance with paragraphs (1) (a – d) of this certification.

Name and Title of Authorized Agent

Date

Signature of Authorized Agent

_____ I am unable to certify to the above statements. My explanation is attached.

Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Printed Name and Title of Contractor's Authorized Official

Date

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

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

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

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503 Approved by OMB 0348-0046

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

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

HOUSE BILL 89 VERIFICATION FORM

Certification Required by Texas Government Code Section 2270.001

The 85th Texas Legislature approved new legislation, effective September 1, 2017, which amends Texas Local Government Code Section 1, Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a government entity may not enter into a contract (which includes contracts formed through purchase orders) with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) Does not boycott Israel; and
- 2) Will not boycott Israel during the term of the contract

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, (authorized official) _____, do hereby verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

- 1) Does not boycott Israel currently;
- 2) Will not boycott Israel during the term of the contract; and
- 3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Company Name

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

RESIDENCE CERTIFICATION

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Calhoun County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contract; pertinent provisions of §2252.001 are stated below:

Sec. 2252.001 (3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that _____ is a "Nonresident Bidder" of Texas
(Company Name)
as defined in Government Code §2252.001 and our principal place of business is

(City and State)

☐ I certify that _____ is a "Resident Bidder" of Texas as
(Company Name)
defined in Government Code §2252.001.

Signature of Authorized Agent

Printed Name and Title of Authorized Agent

Date

**Request for Taxpayer
Identification Number and Certification**

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional) CALHOUN COUNTY 202 S ANN ST, PORT LAVACA TX 77979 361-553-4610 FAX: 361-553-4614
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

COPY OF
CURRENT AWARDED BID TABULATION
FOR THE
CURRENT BID PERIOD
January 1, 2024 through December 31, 2024

AWARDED Bids are Highlighted in Yellow
BID TABULATION - Award
ROAD MATERIALS

ANNUAL SUPPLY CONTRACT, BID NUMBER: 2024.02

For the Period Beginning January 1, 2024 and Ending December 31, 2024

\$3.793 BASELINE PRICE ON NOVEMBER 27, 2023 FOR DIESEL FUEL ADJUSTMENT ON DELIVERY PRICE
 (www.eia.gov/petroleum/gasdiesel) (Gulf Coast Area)

Tie Bids: In the event of Tie Bids, the winning bid is determined per Texas Local Government Code 262.027(b).

ROAD MATERIALS

Bid Item #1: Limestone - 1/2 Inch to Dust or Equivalent						
LOCATION	Unit	MATERIAL	DELIVERY	TOTAL	MINIMUM LOAD/ORDER	BIDDER AND REMARKS, IF ANY
Precinct 1	Ton	\$13.00	\$23.00	\$36.00	24 TONS	QUALITY HOT MIX, INC. REMARKS: ALL DELIVERIES ARE IN EMD DUMP TRAILERS. BELLY DUMP TRAILERS CAN BE REQUESTED & PROVIDED IF AVAILABLE
Precinct 2	Ton	\$13.00	\$23.00	\$36.00	24 TONS	
Precinct 3	Ton	\$13.00	\$24.00	\$37.00	24 TONS	
Precinct 4-P	Ton	\$13.00	\$25.25	\$38.25	24 TONS	
Precinct 4-S	Ton	\$13.00	\$21.25	\$34.25	24 TONS	
Precinct 1	Ton	\$7.00	\$29.10	\$36.10	25 TONS	K-C LEASE SERVICE, INC. dba MATAGORDA CONSTRUCTION & MATERIALS
Precinct 2	Ton	\$7.00	\$29.10	\$36.10	25 TONS	
Precinct 3	Ton	\$7.00	\$30.10	\$37.10	25 TONS	
Precinct 4-P	Ton	\$7.00	\$32.60	\$39.60	25 TONS	
Precinct 4-S	Ton	\$7.00	\$29.60	\$36.60	25 TONS	
Precinct 1	Ton	\$6.75	\$39.78	\$46.53	25 TONS	MIDTEX MATERIALS, LLC REMARKS: PLUS FUEL SURHARCE
Precinct 2	Ton	\$6.75	\$39.78	\$46.53	25 TONS	
Precinct 3	Ton	\$6.75	\$39.78	\$46.53	25 TONS	
Precinct 4-P	Ton	\$6.75	\$42.12	\$48.87	25 TONS	
Precinct 4-S	Ton	\$6.75	\$39.78	\$46.53	25 TONS	

Bid Item #2: Limestone - 3/4 Inch to Dust or Equivalent						
LOCATION	Unit	MATERIAL	DELIVERY	TOTAL	MINIMUM LOAD/ORDER	BIDDER AND REMARKS, IF ANY
Precinct 1	Ton	\$6.75	\$31.10	\$37.85	25 TONS	MAREK & MAREK TRUCK WASH, INC. DBA FRANK MAREK TRUCKING
Precinct 2	Ton	\$6.75	\$31.10	\$37.85	25 TONS	
Precinct 3	Ton	\$6.75	\$32.10	\$38.85	25 TONS	
Precinct 4-P	Ton	\$6.75	\$31.10	\$37.85	25 TONS	
Precinct 4-S	Ton	\$6.75	\$31.10	\$37.85	25 TONS	
Precinct 1	Ton	\$13.00	\$23.00	\$36.00	24 TONS	QUALITY HOT MIX, INC. REMARKS: ALL DELIVERIES ARE IN END DUMP TRAILERS. BELLY DUMP TRAILERS CAN BE REQUESTED & PROVIDED IF AVAILABLE
Precinct 2	Ton	\$13.00	\$23.00	\$36.00	24 TONS	
Precinct 3	Ton	\$13.00	\$24.00	\$37.00	24 TONS	
Precinct 4-P	Ton	\$13.00	\$25.25	\$38.25	24 TONS	
Precinct 4-S	Ton	\$13.00	\$21.25	\$34.25	24 TONS	
Precinct 1	Ton	\$7.30	\$29.10	\$36.40	25 TONS	K-C LEASE SERVICE, INC. dba MATAGORDA CONSTRUCTION & MATERIALS
Precinct 2	Ton	\$7.30	\$29.10	\$36.40	25 TONS	
Precinct 3	Ton	\$7.30	\$30.10	\$37.40	25 TONS	
Precinct 4-P	Ton	\$7.30	\$32.60	\$39.90	25 TONS	
Precinct 4-S	Ton	\$7.30	\$29.60	\$36.90	25 TONS	
Precinct 1	Ton	\$7.00	\$30.00	\$37.00	24 TONS	COLORADO MATERIALS, LTD REMARKS: PICKUP LOCATION: HUNTER, TX
Precinct 2	Ton	\$7.00	\$30.00	\$37.00	24 TONS	
Precinct 3	Ton	\$7.00	\$32.00	\$39.00	24 TONS	
Precinct 4-P	Ton	\$7.00	\$34.00	\$41.00	24 TONS	
Precinct 4-S	Ton	\$7.00	\$32.00	\$39.00	24 TONS	
Precinct 1	Ton	\$6.75	\$39.78	\$46.53	25 TONS	MIDTEX MATERIALS, LLC REMARKS: PLUS FUEL SURCHARGE
Precinct 2	Ton	\$6.75	\$39.78	\$46.53	25 TONS	
Precinct 3	Ton	\$6.75	\$39.78	\$46.53	25 TONS	
Precinct 4-P	Ton	\$6.75	\$42.12	\$48.87	25 TONS	
Precinct 4-S	Ton	\$6.75	\$39.78	\$46.53	25 TONS	

Bid Item #3: Item 247, Type A Limestone, Grade 2 [1 3/4 Inch] or Equivalent

LOCATION	Unit	MATERIAL	DELIVERY	TOTAL	MINIMUM LOAD/ORDER	BIDDER AND REMARKS, IF ANY
Precinct 1	Ton	\$6.25	\$31.10	\$37.35	25 TONS	MAREK & MAREK TRUCK WASH, INC. DBA FRANK MAREK TRUCKING
Precinct 2	Ton	\$6.25	\$31.10	\$37.35	25 TONS	
Precinct 3	Ton	\$6.25	\$32.10	\$38.35	25 TONS	
Precinct 4-P	Ton	\$6.25	\$31.10	\$37.35	25 TONS	
Precinct 4-S	Ton	\$6.25	\$31.10	\$37.35	25 TONS	
Precinct 1	Ton	\$13.00	\$22.00	\$35.00	24 TONS	QUALITY HOT MIX, INC. REMARKS: ALL DELIVERIES ARE IN END DUMP TRAILERS. BELLY DUMP TRAILERS CAN BE REQUESTED & PROVIDED IF AVAILABLE
Precinct 2	Ton	\$13.00	\$22.00	\$35.00	24 TONS	
Precinct 3	Ton	\$13.00	\$23.00	\$36.00	24 TONS	
Precinct 4-P	Ton	\$13.00	\$24.50	\$37.50	24 TONS	
Precinct 4-S	Ton	\$13.00	\$21.00	\$34.00	24 TONS	
Precinct 1	Ton	\$6.75	\$29.10	\$35.85	25 TONS	K-C LEASE SERVICE, INC. dba MATAGORDA CONSTRUCTION & MATERIALS
Precinct 2	Ton	\$6.75	\$29.10	\$35.85	25 TONS	
Precinct 3	Ton	\$6.75	\$30.10	\$36.85	25 TONS	
Precinct 4-P	Ton	\$6.75	\$32.60	\$39.35	25 TONS	
Precinct 4-S	Ton	\$6.75	\$29.60	\$36.35	25 TONS	
Precinct 1	Ton	\$25.00	\$12.00	\$37.00	24 TONS	COLORADO MATERIALS, LTD REMARKS: PICKUP LOCATION: NURSERY, TX
Precinct 2	Ton	\$25.00	\$11.00	\$36.00	24 TONS	
Precinct 3	Ton	\$25.00	\$13.00	\$38.00	24 TONS	
Precinct 4-P	Ton	\$25.00	\$14.00	\$39.00	24 TONS	
Precinct 4-S	Ton	\$25.00	\$13.00	\$38.00	24 TONS	
Precinct 1	Ton	\$6.75	\$39.78	\$46.53	25 TONS	MIDTEX MATERIALS, LLC
Precinct 2	Ton	\$6.75	\$39.78	\$46.53	25 TONS	
Precinct 3	Ton	\$6.75	\$39.78	\$46.53	25 TONS	
Precinct 4-P	Ton	\$6.75	\$42.12	\$48.87	25 TONS	
Precinct 4-S	Ton	\$6.75	\$39.78	\$46.53	25 TONS	

Bid Item #4: Item 247, Type A Limestone, Grade 3 [1 3/4 Inch] or Equivalent

LOCATION	Unit	MATERIAL	DELIVERY	TOTAL	MINIMUM LOAD/ORDER	BIDDER AND REMARKS, IF ANY
Precinct 1	Ton	\$13.00	\$23.90	\$36.90	24 TONS	QUALITY HOT MIX, INC. REMARKS: ALL DELIVERIES ARE IN END DUMP TRAILERS. BELLY DUMP TRAILERS CAN BE REQUESTED & PROVIDED IF AVAILABLE
Precinct 2	Ton	\$13.00	\$22.90	\$35.90	24 TONS	
Precinct 3	Ton	\$13.00	\$24.90	\$37.90	24 TONS	
Precinct 4-P	Ton	\$13.00	\$25.90	\$38.90	24 TONS	
Precinct 4-S	Ton	\$13.00	\$23.90	\$36.90	24 TONS	
Precinct 1	Ton	\$25.00	\$12.00	\$37.00	24 TONS	COLORADO MATERIALS, LTD REMARKS: PICKUP LOCATION: NURSERY, TX
Precinct 2	Ton	\$25.00	\$11.00	\$36.00	24 TONS	
Precinct 3	Ton	\$25.00	\$13.00	\$38.00	24 TONS	
Precinct 4-P	Ton	\$25.00	\$14.00	\$39.00	24 TONS	
Precinct 4-S	Ton	\$25.00	\$13.00	\$38.00	24 TONS	

Bid Item #5: Item 265-2.2 Fly Ash or Equivalent

Fly Ash that meets the requirements of DMS 4615 "Fly Ash for Soil Treatment" Class CS or FS
Delivered in pneumatic tankers with spreader bar

LOCATION	Unit	MATERIAL	DELIVERY	TOTAL	MINIMUM LOAD/ORDER	BIDDER AND REMARKS, IF ANY
Precinct 1	Ton	\$56.00	\$118.39	\$174.39	25 TONS	MIDTEX MATERIALS, LLC
Precinct 2	Ton	\$56.00	\$118.39	\$174.39	25 TONS	
Precinct 3	Ton	\$56.00	\$118.39	\$174.39	25 TONS	
Precinct 4-P	Ton	\$56.00	\$118.39	\$174.39	25 TONS	
Precinct 4-S	Ton	\$56.00	\$118.39	\$174.39	25 TONS	

Bid Item #6: Item 275, Cement or Equivalent

275-2.1, Hydraulic Cement Type 1, Bulk (Pneumatic Tankers, Spreader Bar Needed)

275.2-1, Hydraulic Cement Type 1, 47 lb Bag (Cost per Pallet) List # of 47 lb Bags on a Pallet

LOCATION	Unit	MATERIAL	DELIVERY	TOTAL	MINIMUM LOAD/ORDER	BIDDER AND REMARKS, IF ANY
Precinct 1, 2, 3, 4-P & 4-S	Ton ____ of 47 Lb Bags on Pallet	NO BIDS RECEIVED				

Bid Item #7: Item 302, Type PB, Grade 3 (Pre-Coated Rock) or Equivalent

LOCATION	Unit	MATERIAL	DELIVERY	TOTAL	MINIMUM LOAD/ORDER	BIDDER AND REMARKS, IF ANY
Precinct 1	Ton	\$67.00	\$15.00	\$82.00	25 TONS	QUALITY HOT MIX, INC. REMARKS: ALL DELIVERIES ARE IN END DUMP TRAILERS. BELLY DUMP TRAILERS CAN BE REQUESTED & PROVIDED IF AVAILABLE
Precinct 2	Ton	\$67.00	\$15.00	\$82.00	25 TONS	
Precinct 3	Ton	\$67.00	\$17.00	\$84.00	25 TONS	
Precinct 4-P	Ton	\$67.00	\$20.00	\$87.00	25 TONS	
Precinct 4-S	Ton	\$67.00	\$17.00	\$84.00	25 TONS	
Precinct 1	Ton	\$55.00	\$30.00	\$85.00	24 TONS	COLORADO MATERIALS, LTD REMARKS: PICKUP LOCATION: HUNTER, TX
Precinct 2	Ton	\$55.00	\$30.00	\$85.00	24 TONS	
Precinct 3	Ton	\$55.00	\$32.00	\$87.00	24 TONS	
Precinct 4-P	Ton	\$55.00	\$34.00	\$89.00	24 TONS	
Precinct 4-S	Ton	\$55.00	\$32.00	\$87.00	24 TONS	
Precinct 1	Ton	\$40.00	\$53.90	\$93.90	24 TONS	VULCAN CONSTRUCTION MATERIALS, LLC
Precinct 2	Ton	\$40.00	\$55.00	\$95.00	24 TONS	
Precinct 3	Ton	\$40.00	\$57.20	\$97.20	24 TONS	
Precinct 4-P	Ton	\$40.00	\$55.00	\$95.00	24 TONS	
Precinct 4-S	Ton	\$40.00	\$55.00	\$95.00	24 TONS	

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Bid Item #8: Item 302, Type PB, Grade 4 (Pre-Coated Rock) or Equivalent

LOCATION	Unit	MATERIAL	DELIVERY	TOTAL	MINIMUM LOAD/ORDER	BIDDER AND REMARKS, IF ANY
Precinct 1	Ton	\$67.00	\$15.00	\$82.00	25 TONS	QUALITY HOT MIX, INC. REMARKS: ALL DELIVERIES ARE IN END DUMP TRAILERS. BELLY DUMP TRAILERS CAN BE REQUESTED & PROVIDED IF AVAILABLE
Precinct 2	Ton	\$67.00	\$15.00	\$82.00	25 TONS	
Precinct 3	Ton	\$67.00	\$17.00	\$84.00	25 TONS	
Precinct 4-P	Ton	\$67.00	\$20.00	\$87.00	25 TONS	
Precinct 4-S	Ton	\$67.00	\$17.00	\$84.00	25 TONS	
Precinct 1	Ton	\$55.00	\$30.00	\$85.00	24 TONS	COLORADO MATERIALS, LTD REMARKS: PICKUP LOCATION: HUNTER, TX
Precinct 2	Ton	\$55.00	\$30.00	\$85.00	24 TONS	
Precinct 3	Ton	\$55.00	\$32.00	\$87.00	24 TONS	
Precinct 4-P	Ton	\$55.00	\$34.00	\$89.00	24 TONS	
Precinct 4-S	Ton	\$55.00	\$32.00	\$87.00	24 TONS	
Precinct 1	Ton	\$39.00	\$53.90	\$92.90	24 TONS	VULCAN CONSTRUCTION MATERIALS, LLC
Precinct 2	Ton	\$39.00	\$55.00	\$94.00	24 TONS	
Precinct 3	Ton	\$39.00	\$57.20	\$96.20	24 TONS	
Precinct 4-P	Ton	\$39.00	\$55.00	\$94.00	24 TONS	
Precinct 4-S	Ton	\$39.00	\$55.00	\$94.00	24 TONS	

Bid Item #9: Item 302, Type PE, Grade 3 (Pre-Coated Rock)***Material Source out of _____ * or Equivalent**

LOCATION	Unit	MATERIAL	DELIVERY	TOTAL	MINIMUM LOAD/ORDER	BIDDER AND REMARKS, IF ANY
Precinct 1, 2, 3, 4-P & 4-S	Ton	NO BIDS RECEIVED				

Bid Item #10: Item 302, Type PE, Grade 4 (Pre-Coated Rock)***Material Source out of _____ * or Equivalent**

LOCATION	Unit	MATERIAL	DELIVERY	TOTAL	MINIMUM LOAD/ORDER	BIDDER AND REMARKS, IF ANY
Precinct 1, 2, 3, 4-P & 4-S	Ton	NO BIDS RECEIVED				

Bid Item #11: Item 302, Type E, Grade 5, Ice Rock (Non Coated Limestone Only) or Equivalent

LOCATION	Unit	MATERIAL	DELIVERY	TOTAL	MINIMUM LOAD/ORDER	BIDDER AND REMARKS, IF ANY
Precinct 1	Ton	\$19.60	\$29.10	\$48.70	25 TONS	K-C LEASE SERVICE, INC. dba MATAGORDA CONSTRUCTION & MATERIALS
Precinct 2	Ton	\$19.60	\$29.10	\$48.70	25 TONS	
Precinct 3	Ton	\$19.60	\$30.10	\$49.70	25 TONS	
Precinct 4-P	Ton	\$19.60	\$32.60	\$52.20	25 TONS	
Precinct 4-S	Ton	\$19.60	\$29.60	\$49.20	25 TONS	
Precinct 1	Ton	\$30.00	\$30.00	\$60.00	24 TONS	COLORADO MATERIALS, LTD REMARKS: PICKUP LOCATION: HUNTER, TX
Precinct 2	Ton	\$30.00	\$30.00	\$60.00	24 TONS	
Precinct 3	Ton	\$30.00	\$32.00	\$62.00	24 TONS	
Precinct 4-P	Ton	\$30.00	\$34.00	\$64.00	24 TONS	
Precinct 4-S	Ton	\$30.00	\$32.00	\$62.00	24 TONS	
Precinct 1	Ton	\$35.00	\$32.00	\$67.00	24 TONS	QUALITY HOT MIX, INC. REMARKS: ALL DELIVERIES ARE IN END DUMP TRAILERS. BELLY DUMP TRAILERS CAN BE REQUESTED & PROVIDED IF AVAILABLE
Precinct 2	Ton	\$35.00	\$32.00	\$67.00	24 TONS	
Precinct 3	Ton	\$35.00	\$32.00	\$67.00	24 TONS	
Precinct 4-P	Ton	\$35.00	\$32.00	\$67.00	24 TONS	
Precinct 4-S	Ton	\$35.00	\$32.00	\$67.00	24 TONS	

Bid Item #12: Item 330, Type D (Pre-Mix Limestone) or Equivalent

LOCATION	Unit	MATERIAL	DELIVERY	TOTAL	MINIMUM LOAD/ORDER	BIDDER AND REMARKS, IF ANY
Precinct 1	Ton	\$70.00	\$53.90	\$123.90	24 TONS	VULCAN CONSTRUCTION MATERIALS, LLC
Precinct 2	Ton	\$70.00	\$55.00	\$125.00	24 TONS	
Precinct 3	Ton	\$70.00	\$57.20	\$127.20	24 TONS	
Precinct 4-P	Ton	\$70.00	\$55.00	\$125.00	24 TONS	
Precinct 4-S	Ton	\$70.00	\$55.00	\$125.00	24 TONS	

Bid Item #13: Item 330, Type D, Pothole Repair, Limestone Rock Asphalt (LRA) or Equivalent

LOCATION	Unit	MATERIAL	DELIVERY	TOTAL	MINIMUM LOAD/ORDER	BIDDER AND REMARKS, IF ANY
Precinct 1, 2, 3, 4-P & 4-S	Ton	NO BIDS RECEIVED				
	50 lb Bag					

Bid Item #14: Item 334, Type D, Hot Mix Cold Laid Asphalt Concrete Pavement or Equivalent

LOCATION	Unit	MATERIAL	DELIVERY	TOTAL	MINIMUM LOAD/ORDER	BIDDER AND REMARKS, IF ANY
Precinct 1	Ton	\$102.00	\$15.00	\$117.00	25 TONS	QUALITY HOT MIX, INC. REMARKS: ALL DELIVERIES ARE IN END DUMP TRAILERS. BELLY DUMP TRAILERS CAN BE REQUESTED & PROVIDED IF AVAILABLE
Precinct 2	Ton	\$102.00	\$15.00	\$117.00	25 TONS	
Precinct 3	Ton	\$102.00	\$15.00	\$117.00	25 TONS	
Precinct 4-P	Ton	\$102.00	\$17.00	\$119.00	25 TONS	
Precinct 4-S	Ton	\$102.00	\$16.00	\$118.00	25 TONS	
Precinct 1	Ton	\$86.00	\$30.00	\$116.00	24 TONS	COLORADO MATERIALS, LTD REMARKS: PICKUP LOCATION: HUNTER, TX
Precinct 2	Ton	\$86.00	\$30.00	\$116.00	24 TONS	
Precinct 3	Ton	\$86.00	\$32.00	\$118.00	24 TONS	
Precinct 4-P	Ton	\$86.00	\$34.00	\$120.00	24 TONS	
Precinct 4-S	Ton	\$86.00	\$32.00	\$118.00	24 TONS	

Bid Item #15: ASPPM 9202 Grade IV High Performance Cold Mix or Equivalent

LOCATION	Unit	MATERIAL	DELIVERY	TOTAL	MINIMUM LOAD/ORDER	BIDDER AND REMARKS, IF ANY
Precinct 1	Ton	\$110.00	\$50.92	\$160.92	25 TONS	WALLER COUNTY ASHPALT, INC.
Precinct 1	Ton	\$110.00	\$50.92	\$160.92	25 TONS	
Precinct 3	Ton	\$110.00	\$49.40	\$159.40	25 TONS	
Precinct 4-P	Ton	\$110.00	\$60.80	\$170.80	25 TONS	
Precinct 4-S	Ton	\$110.00	\$60.80	\$170.80	25 TONS	

Bid Item #16: Item 432 Riprap, Section 2.3 Stone Riprap, 12" Limestone or Equivalent

LOCATION	Unit	MATERIAL	DELIVERY	TOTAL	MINIMUM LOAD/ORDER	BIDDER AND REMARKS, IF ANY
Precinct 1	Ton	\$28.50	\$82.60	\$111.10	25 TONS	MIDTEX MATERIALS, LLC REMARKS: PLUS FUEL SURCHARGE
Precinct 1	Ton	\$28.50	\$82.60	\$111.10	25 TONS	
Precinct 3	Ton	\$28.50	\$82.60	\$111.10	25 TONS	
Precinct 4-P	Ton	\$28.50	\$82.60	\$111.10	25 TONS	
Precinct 4-S	Ton	\$28.50	\$82.60	\$111.10	25 TONS	

CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, 20____ by,
and between the County of Calhoun (hereinafter called "County") and
_____ (hereinafter called "Contractor/Hauler").

WITNESSETH:

WHEREAS, the Contractor/Hauler did on October 30, 2024, submit a BID for **ROAD MATERIALS, Bid Number 2025.02** to be used by County Precincts in Calhoun County, Texas.

NOW, THEREFORE, in consideration of the following mutual agreement and covenant, it is understood and agreed by and between the parties hereto as follows:

- a) The Contractor/Hauler is hereby granted the sole and exclusive right and privilege within the territorial jurisdiction of the County and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to perform all of the work and to deliver the Road Materials as described in the Contract Documents.
- b) The Contract Documents shall include the following documents, and this Contract does hereby expressly incorporate same herein as if fully set forth verbatim in this Contract:
 - i. Invitation to Bid, Instructions and Term of Contract;
 - ii. General Conditions;
 - iii. Bid Specifications and Conditions;
 - iv. Bid Form;
 - v. This instrument; and
 - vi. Any addenda or changes to the foregoing documents agreed to by the parties hereto.
- c) All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor/Hauler, and no amendment to this Contract shall be made except upon the written consent of the parties and approved by Calhoun County Commissioners Court. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.

INITIALS OF AWARDED CONTRACTOR/HAULER (IN INK): _____ DATE: _____
INITIALS OF COUNTY (IN INK): _____ DATE: _____

d) This contract is entered into subject to the following conditions:

- 1) The Contractor/Hauler shall procure and keep in full force and effect throughout the term of this Contract all of the insurance policies specified in, and required by, the Contract Documents.
- 2) The Contractor/Hauler shall not be liable for the failure to wholly perform his duties if such failure is caused by force majeure. "Force Majeure" means a delay encountered by the Contractor/Hauler in the performance of its obligations under this Contract which is caused by an event beyond the reasonable control of the Contractor/Hauler. Without limiting the generality of the foregoing, "Force Majeure" shall include, but not restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors. Any event constituting a Force Majeure must be reported by the Contractor/Hauler to the County in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.
- 3) The Contractor/Hauler, when required, must deliver all materials ordered by the County within twenty-four (24) hours from the time of the order or the date and time specified by the County. In the event the Contractor/Hauler is unable to deliver the material(s) ordered within twenty-four (24) hours from the time of the order or the date and time specified by the County, the County reserves the right to cancel the order and re-order the said material(s) from the vendor(s) which submitted the next lowest bid and can deliver within twenty-four (24) hours or the date and time specified by the County.
- 4) In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of the Contract Documents.

INITIALS OF AWARDED CONTRACTOR/HAULER (IN INK): _____ DATE: _____

INITIALS OF COUNTY (IN INK): _____ DATE: _____

IN WITNESS WHEREOF, THE COUNTY AND CONTRACTOR/HAULER, have caused this Contract to be executed by their authorized agents in one original. Additional copies of the original executed Contract will be distributed to all appropriate parties.

The effective date of this Contract will begin on January 1, 2025 and end on December 31, 2025.

COUNTY:

CALHOUN COUNTY

ATTEST:

CALHOUN COUNTY CLERK
ANNA GOODMAN

By: _____

Honorable Richard H. Meyer
Calhoun County Judge
Calhoun County Courthouse
211 S Ann Street
3rd Floor, Suite 301
Port Lavaca TX 77979

By: _____

Print Name: _____

Title: _____

CONTRACTOR/HAULER:

By: _____

Print Name: _____

Title: _____

Address: _____

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20. Consider and take necessary action to approve the Specifications and the Invitation to Bid Packet for the Annual Supply Contract for Insecticides for Mosquito Control, Bid Number 2025.01 for the period January 1, 2025 through December 31, 2025 and authorize the County Auditor to advertise for the bids. Bids will be due before 2:00:00 PM, Wednesday, October 30, 2024. (RHM)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Vern Lyssy, Commissioner Pct 2
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

Debbie Vickery

From: demi.cabrera@calhouncotx.org (demi.cabrera) <demi.cabrera@calhouncotx.org>
Sent: Wednesday, September 18, 2024 4:34 PM
To: Debbie.Vickery@calhouncotx.org
Subject: Agenda Item - Commissioners Court Sept 25, 2024
Attachments: Bid Number 2025.01 - Insecticides for Mosquito Control.pdf

Please place the following item on the Commissioners Court Agenda for September 25, 2024:

Consider and take necessary action to approve the Specifications and the Invitation to Bid Packet for the Annual Supply Contract for Insecticides for Mosquito Control, Bid Number 2025.01 for the period January 1, 2025 through December 31, 2025 and authorize the County Auditor to advertise for the bids. Bids will be due before 2:00:00 PM, Wednesday, October 30, 2024.

Thank you,

Demi Cabrera
Calhoun County
Assistant Auditor
361-553-4613
361-553-4614 (fax)

Calhoun County Texas

INVITATION TO BID

**ANNUAL SUPPLY CONTRACT FOR
INSECTICIDES FOR MOSQUITO CONTROL**

BID NUMBER: 2025.01
BID TERM: JANUARY 1, 2025 THROUGH DECEMBER 31, 2025



SEALED BIDS ARE DUE BEFORE:
2:00:00 PM, WEDNESDAY, OCTOBER 30, 2024

AT THE OFFICE OF:
Honorable Richard H. Meyer
Calhoun County Judge
Calhoun County Courthouse
211 South Ann Street
3rd Floor, Suite 301
Port Lavaca, Texas 77979

Public Opening of the Bids will be conducted immediately after the closing of the 2:00:00 PM deadline, Wednesday, October 30, 2024 in the County Judge's office, Calhoun County Courthouse, 211 South Ann Street, 3rd Floor, Suite 301, Port Lavaca, Texas 77979.

Bids will be considered for award at a future meeting of the Calhoun County Commissioners Court. Award information will be sent to all vendors that submitted a Bid and, as time permits, will be posted on the County's website (www.calhouncotx.org) under Public Notices, Bid Notices and Results, Results, 2025.

CONTENTS

- Invitation to Bid (Page 3-4)
- Return Instructions (Page 5)
- General Conditions (Page 6-19)
- Specifications (Page 20-26)
- Contact, Billing and Location Information for Calhoun County Precincts (Page 27)
- Required Forms to be returned when submitting a Bid (Page 28-49)
If any Required Form is "Not Applicable", mark "NA" and include when submitting a Bid
 - Invitation to Bid Form (Page 29-35)
 - Vendor and Order Information Form (Page 36)
 - Affidavit (Page 37)
 - Conflict of Interest Questionnaire Form CIQ (Page 39)
 - Certification Regarding Debarment & Suspension and Other Responsibility Matters (Page 42)
 - Certification Regarding Lobbying (Page 43)
 - Disclosure of Lobbying Activities (Page 45)
 - House Bill 89 Verification (Page 46)
 - Residence Certification (Page 47)
 - W-9 (Page 48)
 - Material Information and Safety Data Sheet for each insecticide or product Bid on (Page 49)

OTHER INFORMATION INCLUDED WITH THE INVITATION TO BID PACKET

- Current (2024) Awarded Bid Tabulation for the Annual Supply Contract for Insecticides for Mosquito Control for the period January 1, 2024 through December 31, 2024 (Page 51-56)
- Copy of Contract (to be completed AFTER the Bid is awarded) (Page 57-59)

INVITATION TO BID

Notice is hereby given that the Commissioners Court of Calhoun County, Texas, will receive SEALED BIDS for Insecticides for Mosquito Control for the County's Road and Bridge Precincts.

BID NUMBER: 2025.01, ANNUAL SUPPLY CONTRACT FOR INSECTICIDES FOR MOSQUITO CONTROL

Bids are for a one (1) year period: January 1, 2025 through December 31, 2025

The complete Invitation to Bid Packet can be downloaded from the County's website, www.calhouncotx.org (under Public Notices, Bid Notices and Results, Bid Notices, 2025) or by contacting Demi Cabrera, Assistant Auditor, at demi.cabrera@calhouncotx.org or 361-553-4613.

SEALED BIDS ARE DUE BEFORE 2:00:00 PM, WEDNESDAY, OCTOBER 30, 2024. Immediately after the closing of the 2:00:00 PM deadline, all Bids will be publicly opened in the County Judge's office in the Calhoun County Courthouse at 211 South Ann Street, 3rd Floor, Suite 301, Port Lavaca, Texas. Bids will be considered for award at a future meeting of the Calhoun County Commissioners Court.

It is the responsibility of the submitting vendor to ensure that the sealed Bid is received in a timely manner. Calhoun County does not accept faxed or emailed Bids. Calhoun County accepts no financial responsibility for any cost incurred by any entity in the course of responding to the Bid. Bids received after the deadline will not be opened and will not be considered for award, regardless of whether or not the delay was outside of the control of the submitting vendor.

All bids (one original) must be delivered to the office of the Calhoun County Judge before 2:00:00 PM, Wednesday, October 30, 2024, in a SEALED 9 x 12 or larger envelope and CLEARLY MARKED on the outside of the envelope: SEALED BID NUMBER 2025.01 ANNUAL SUPPLY CONTRACT FOR INSECTICIDES FOR MOSQUITO CONTROL

The cell phone in the County Judge's office or the cell phone of the County Auditor's Representative will be the official clock that shall be used in determining the time the Bid is received and the 2:00:00 PM deadline.

Bids shall include all requirements of the Invitation to Bid Packet for Bid Number 2025.01, Annual Supply Contract for Insecticides for Mosquito Control.

SEALED BIDS MAY BE HAND DELIVERED OR MAILED TO:

Honorable Richard H. Meyer
Calhoun County Judge
Calhoun County Courthouse
211 South Ann Street
3rd Floor, Suite 301
Port Lavaca, TX 77979

Calhoun County Commissioners Court reserves the right to waive any formality, technicality or irregularity, accept or reject any and or all Bids and to accept the Bid deemed most advantageous to and in the best interest of Calhoun County. The award of a Bid shall be made to the responsible vendor whose Bid is determined to be the most beneficial to Calhoun County, taking into consideration the relative importance of price and other factors set forth in the Invitation to Bid Packet.

Calhoun County, Texas is an Affirmative Action/Equal Opportunity Employer. The County does not discriminate on the basis of race, color, national origin, sex, sexual orientation, gender identity, religion, age or handicapped status in employment or the provision of services. Section 3 Residents, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and Labor Surplus Area Firms are encouraged to submit Bids.

Candice Villarreal
County Auditor
Calhoun County, Texas

RETURN INSTRUCTIONS

For
Submitting a Bid for
ANNUAL SUPPLY CONTRACT FOR
INSECTICIDES FOR MOSQUITO CONTROL
Bid Number: 2025.01
Bid Period: January 1, 2025 through December 31, 2025

Return the following BEFORE 2:00:00 PM, WEDNESDAY, OCTOBER 30, 2024

Check List for submitting your Bid:

Return One (1) Original of only the following forms

Be sure all of the below forms are included and completed, signed, dated and returned. If "Not Applicable", mark "NA" and include when submitting a Bid.

The submitted Bid consists only of the following forms (only the below forms need to be returned)

- _____ Invitation to Bid Form (Page 29-35)
- _____ Vendor and Order Information Form (Page 36)
- _____ Affidavit (Page 37)
- _____ Conflict of Interest Questionnaire, Form CIQ (Page 39)
- _____ Certification Regarding Debarment & Suspension and Other Responsibility Matters (Page 42)
- _____ Certification Regarding Lobbying (Page 43)
- _____ Disclosure of Lobbying Activities (Page 45)
- _____ House Bill 89 Verification (Page 46)
- _____ Residence Certification (Page 47)
- _____ W-9 (Page 48)
- _____ Material Information and Safety Data Sheet for each insecticide or product Bid on (Page 49)

Do Not Fold any of the above information.

Bid must be returned in a SEALED 9 x 12 or larger envelope clearly marked:

SEALED BID NUMBER 2025.01 – ANNUAL SUPPLY CONTRACT FOR INSECTICIDES FOR MOSQUITO CONTROL

If you send your bid by UPS, FedEx or other delivery service, the outside of this envelope must be clearly marked:

SEALED BID NUMBER 2025.01 – ANNUAL SUPPLY CONTRACT FOR INSECTICIDES FOR MOSQUITO CONTROL

Sealed Bid may be hand delivered or mailed to:

Honorable Richard H. Meyer
Calhoun County Judge
Calhoun County Courthouse
211 S. Ann Street
3rd Floor, Suite 301
Port Lavaca, TX 77979

Bid must be sealed (with the glue on the envelope or tape)

CALHOUN COUNTY, TEXAS GENERAL CONDITIONS

General Conditions apply to all advertised Invitations to Bid (hereinafter called Bid), Request for Proposals (hereinafter called RFP), Request for Qualifications (hereinafter called RFQ), Contracts/Agreements/Leases (hereinafter called Contract); however these may be superseded in whole or in part by the scope, special requirements, specifications or special sections of Texas Government Code and/or Texas Local Government Code.

Governing Law:

Bidder/Vendor is advised that the Bid, RFP, RFQ, and/or Contract shall be fully governed by the laws of the State of Texas and that Calhoun County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of the Bid, RFP, RFQ, and/or Contract.

All parties agree that the venue for any litigation arising from this Bid, RFP, RFQ, and/or Contract shall be held in Port Lavaca, Calhoun County, Texas.

Completion of Bid, RFP, RFQ, and/or Contract Forms:

Once the Bid, RFP, RFQ, and/or Contract is released for bidding, Calhoun County will not answer any questions except through an addendum that has been approved by Calhoun County Commissioners Court or at a mandatory pre-bid meeting.

Complete, sign, and return to the Calhoun County Judge's Office the required number of Bid forms, RFP forms, RFQ forms, and/or Contracts, and any other required information by the day and time the Bid, RFP, RFQ, and/or Contract is due.

The Bid, RFP, RFQ, and/or Contract must be signed and dated by an officer, employee or agent who is duly authorized to execute this Bid, RFP, RFQ, and/or Contract, and affirms that this company, corporation, firm, partnership or individual has not prepared this Bid, RFP, RFQ, and/or Contract in collusion with any other bidder/vendor or any official or employee of Calhoun County, and that the contents of this Bid, RFP, RFQ, and/or Contract as to prices, terms or conditions of said Bid, RFP, RFQ, and/or Contract have not been communicated by the individual signing nor by any employee or agent to any other person engaged in this type of business or to any official or employee of Calhoun County prior to the official opening of this Bid, RFP, RFQ, and/or Contract.

The use of liquid paper or white out is not acceptable and may result in the disqualification of the bidders/vendor's Bid, RFP, RFQ, and/or Contract. If an error is made, the bidder/vendor must draw a line through the error and initial each change. All responses typed or handwritten in ink must be clear and legible.

Submission of Sealed Bid, RFP, RFQ, and/or Contract:

All Bids, RFPs, RFQs, and/or Contracts must be delivered to the County Judge's Office in a SEALED envelope. When submitting a SEALED Bid, RFP, RFQ, and/or Contract the envelope must be taped and/or glued closed in order for it to be accepted as a SEALED Bid, RFP, RFQ, and/or Contract.

The bidder/vendor must submit the original and required number of copies of their completed Bid, RFP, RFQ, and/or Contract and any additional required information/forms in a SEALED envelope to the Calhoun County Judge's Office, Calhoun County Courthouse, 211 South Ann Street, 3rd Floor, Suite 301, Port Lavaca, Texas. The Bid, RFP, RFQ, and/or Contract will specify the date and time due.

The cell phone in the County Judge's office or the cell phone of the County Auditor's Representative is the official clock that will be used in determining the time the Bid, RFP, RFQ, and/or Contract is received and the time deadline that the Bid, RFP, RFQ, and/or Contract will be opened. A late delivery with an early postmark or delivery of the Bid, RFP, RFQ, and/or Contract to the wrong office will not suffice. Bids, RFPs, RFQs, and/or Contracts received after the deadline will not be considered for award, regardless of whether or not the delay was outside of the control of the submitting bidder/vendor. The door to the County Judge's office will be closed once the due date and time has been reached and no other bids will be accepted.

Calhoun County will not be responsible for the delivery of your Bid, RFP, RFQ, and/or Contract to the office of the Calhoun County Judge. Calhoun County is not responsible for late deliveries due to postal mail or other mail delivery services delays. Calhoun County is not responsible for the delivery of the Bid, RFP, RFQ, and/or Contract to the wrong office. Calhoun County does not accept faxed or emailed Bids, RFPs, RFQs, and/or Contracts. If the bidder/vendor would like to confirm the delivery of their Bid, RFP, RFQ, and/or Contract, the bidder/vendor may call the Calhoun County Judge's office at 361-553-4600. Late Bids, RFPs, RFQs, and/or Contracts will not be accepted. Bids, RFPs, RFQs, and/or Contracts received after the deadline will not be opened and shall be considered void and unacceptable.

Bids, RFPs, RFQs, and/or Contracts must be submitted in a SEALED 9 x 12 or larger envelope, addressed as follows: Richard H. Meyer, County Judge, Calhoun County Courthouse, 211 S. Ann St., Suite 301, Port Lavaca, TX 77979.

The outside of the SEALED envelope must be clearly marked: SEALED BID (RFP, RFQ, or Contract) and the name of the Bid, RFP, RFQ, or Contract.

If the Bid, RFP, RFQ, and/or Contract is sent by UPS, FedEx or other delivery service, the outside of this envelope must be clearly marked: SEALED Bid (RFP, RFQ, or Contract) and the name of the Bid, RFP, RFQ, or Contract.

Withdrawal of Bid, RFP, RFQ, and/or Contract:

A bidder/vendor may withdraw their Bid, RFP, RFQ, and/or Contract before Calhoun County's acceptance of the Bid, RFP, RFQ, and/or Contract without prejudice to the bidder/vendor, by submitting a written request for its withdrawal to the Calhoun County Judge and mail or hand deliver to the address the Bid, RFP, RFQ, and/or Contract was submitted to.

A Bid, RFP, RFQ, and/or Contract that was opened are not subject to amendment, alteration, or change for the purpose of correcting an error in the Bid, RFP, RFQ, and/or Contract price. Bids, RFPs, RFQs, and/or Contracts containing an error may be offered "as is" or withdrawn by the bidder/vendor in accordance with applicable State Laws.

Opening and Award of Bid, RFP, RFQ, and/or Contract:

Bidders/vendors are invited to be present at the opening and awarding of the Bid, RFP, RFQ, and/or Contract.

Governing Forms:

In the event of any conflict between the terms and provisions of these conditions, the Bid, RFP or RFQ specifications or contract, if applicable, shall govern. In the event of any conflict of interpretation of any part of this overall document, Calhoun County's interpretation shall govern.

Addendums:

When specifications are revised, the Calhoun County Auditor's Office will send each bidder/vendor that received a Bid, RFP, RFQ, and/or Contract packet the addendum once it has been approved by Calhoun County Commissioners Court. No addendum can be sent out until Calhoun County Commissioners Court has approved the addendum or approved the addendum to be sent out by the Engineer with the approval from the County Commissioner or County Department in charge of the project.

Indemnification/Hold Harmless:

The successful bidder/vendor shall defend, indemnify and hold Calhoun County and its officials, agents, and employees harmless from all suits, actions, or for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from bidder's/vendor's performance. Bidder/vendor shall procure and maintain, with respect to the subject matter of this Bid, RFP, RFQ, and/or Contract, appropriate insurance coverage including, as a minimum, general liability and property damage, workers' compensation, employer's liability and auto insurance with adequate limits to cover bidder's/vendor's liability as may arise directly or indirectly from work performed under terms of this Bid, RFP, RFQ, and/or Contract. Certification of such coverage shall name, by policy endorsement, Calhoun County as an additional insured and be provided to Calhoun County upon request.

Waiver of Subrogation:

Bidder/vendor and bidder's/vendor's insurance carrier shall waive any and all rights whatsoever with regard to subrogation against Calhoun County and its respective officials, employees, and insurers as an indirect party to any suit arising out of personal or property damages resulting from bidder's/vendor's performance under this Bid, RFP, RFQ, and/or Contract. Insurers and all policies of insurance provided shall contain a provision and/or endorsement stating that the insurance carriers and underwriters waive all rights of subrogation in favor of Calhoun County and its respective officials, employees, and insurers.

Bonds:

If the Bid, or RFP, requires submission of bid or proposal guarantee and performance bond, there will be a separate page explaining those requirements. Bids or RFPs submitted without the required bid bond or cashier's checks are not acceptable.

Taxes:

Calhoun County is exempt from all sales tax (state, city and county sales tax) and federal excise taxes under Section 151.309 of the Texas Tax Code. Tax exempt forms will be furnished upon request to the bidder/vendor. Tax exempt forms can be obtained from the Calhoun County Auditor's Office. Bidder/vendor is to issue its Texas Resale Certificate to vendors and subcontractors for such items qualifying for this exemption, and further, bidder/vendor should state these items at cost.

Pricing:

Prices for all products/goods, services, and/or contracts shall be firm for the duration of the Bid, RFP, and/or Contract and shall be stated on the Bid, RFP, and/or Contract form. Prices shall be all inclusive. All prices must be written in ink or typewritten and must be legible.

Pricing on all transportation, freight, and other charges are to be prepaid by the bidder/vendor and included in the Bid, RFP, and/or Contract prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder/vendor must indicate the items required and their costs or forfeit the right to payment for such items. Additional charges added to the Bid, RFP, and/or Contract prices may void the Bid, RFP, and/or Contract.

Where unit pricing and extended pricing differ, unit pricing prevails.

Inspections:

Calhoun County reserves the right to inspect any products/goods or service location for compliance with specifications and requirements and needs of the using department before accepting them.

When applicable, Calhoun County reserves the right to enter upon any County leased premises at any time to inspect said premises.

Testing:

Calhoun County reserves the right to test equipment, supplies, materials, and products/goods bid, proposed, and/or agreed upon for quality, compliance with specifications and ability to meet the needs of the user. Should the equipment, supplies, materials, products/goods and/or services fail to meet requirements and/or be unavailable for evaluation, the Bid, RFP, and/or Contract is subject to rejection.

Material Safety Data Sheets:

Under the "Hazardous Communications Act", commonly known as the "Texas Right To Know Act", a bidder/vendor must provide to Calhoun County with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the bidder/vendor to furnish this documentation will be cause to reject any Bid, RFP, and/or Contract applying thereto.

Awards:

Calhoun County reserves the right to award this Bid, RFP, RFQ, and/or Contract on the basis of lowest and/or best Bid, RFP, RFQ, and/or Contract that met specifications in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder/vendor, to reject any or all Bids, RFPs, RFQs, and/or Contracts and to be the sole judge in determining which Bid, RFP, RFQ, and/or Contract will be most advantageous to Calhoun County.

Calhoun County will evaluate and may award a Bid, RFP, RFQ, and/or Contract based on lowest and/or best Bid, RFP, RFQ, and/or Contract meeting specifications. "Lowest and/or best Bid, RFP, RFQ, and/or Contract" means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, the county's past experience with the bidder/vendor and customer service after a sale.

Calhoun County reserves the right to accept and/or reject any/all of the options Bid, any/all of the RFPs, any/all of the RFQs, and/or any/all of the Contracts as it deems to be in the best interest of the County. An award is final only upon formal execution by Calhoun County Commissioners Court.

Per Local Government Code, Sec. 262.027, Calhoun County reserves the right to reject all Bids, RFPs, RFQs, and/or Contracts and to go out for new Bids, RFPs, RFQs, and/or Contracts.

In the event of tie Bids, RFPs, RFQs, and/or Contracts, the winning Bid, RFP, RFQ, and/or Contract is determined per the Texas Local Governmental Code 262.027(b).

Calhoun County, Texas is an Affirmative Action/Equal Opportunity Employer. The County does not discriminate on the basis of race, color, national origin, sex, sexual orientation, gender identity, religion, age or handicapped status in employment or the provision of services. Section 3 Residents, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and labor surplus area firms are encouraged to submit Bids, RFPs, RFQs, and/or Contracts.

Assignment:

The successful bidder/vendor may not assign, sell, sublease or otherwise transfer the Bid, RFP, RFQ, and/or Contract without first obtaining the written approval of Calhoun County Commissioners Court.

A change in ownership or management shall cancel the Bid, RFP, RFQ, and/or Contract unless a mutual agreement is reached with the new owner or manager to continue the Bid, RFP, RFQ, and/or Contract under the awarded provisions and approved by Calhoun County Commissioners Court.

Term of the Bid, RFP, RFQ, and/or Contract:

If the Bid, RFP, RFQ, and/or Contract is intended to cover a specific time period, said time will be given in the specifications, instructions, and/or contracts.

Obligation of the Bid, RFP, RFQ, and/or Contract:

Bids, RFPs, RFQs, and/or Contracts are awarded only upon formal execution by Calhoun County Commissioners Court. If a contract is required, the Calhoun County Judge or other person authorized by Calhoun County Commissioners Court must sign the contract before it becomes binding on Calhoun County. No person is authorized to sign contracts until authorized by Calhoun County Commissioners Court. Calhoun County is not responsible for any contract signed without Commissioners Court approval.

Delivery:

All items shall be shipped F.O.B. inside (or site location) delivery unless otherwise stated in the specifications. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes Calhoun County to purchase supplies from the next lowest bidder/vendor that met specifications.

Rejections:

Articles not in accordance with samples and specifications must be removed by the bidder/vendor at the bidder's/vendor's expense.

All disputes concerning quality of equipment, supplies, materials, products/goods, and/or services delivered under this Bid, RFP, RFQ, and/or contract will be determined by Calhoun County Commissioners Court or their designated representative.

Termination:

Calhoun County reserves the right to terminate the Bid, RFP, RFQ, and/or Contract for default if the bidder/vendor breaches any of the terms therein, including warranties of bidder/vendor or if the bidder/vendor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Calhoun County may have in law or equity.

Default may be construed as, but not limited to, failure to deliver the proper products/goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Calhoun County's satisfaction and/or to meet all other obligations and requirements.

Bids, RFPs, RFQs, and/or Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified. The bidder/vendor or Calhoun County must state therein the reasons for such cancellation. Calhoun County reserves the right to award cancelled Bid, RFP, RFQ, and/or Contract to the next lowest and best bidder/vendor that met specifications and is deemed to be in the best interest of Calhoun County.

Delinquent Property Taxes:

Calhoun County reserves the right to reject any Bid, RFP, RFQ, and/or Contract submitted by a bidder/vendor owing delinquent property taxes to Calhoun County, Texas.

If the bidder/vendor subsequently becomes delinquent in the payment of Calhoun County taxes this may be grounds for cancellation of the Bid, RFP, RFQ, and/or Contract. Despite anything to the contrary, if the bidder/vendor is delinquent in payment of Calhoun County taxes at the time of invoicing, bidder/vendor assigns any payments to be made under this Bid, RFP, RFQ, and/or Contract to the Calhoun County Tax Assessor Collector for the payment of delinquent taxes.

Certificate of Interested Parties – Form 1295

Section 2252.908 was added to the Government Code by the 84th Texas Legislature through adoption of House Bill 1295.

Senate Bill 255 adopted by the 85th Legislature Regular Session amended the law effective for contracts entered into or amended on or after January 1, 2018.

Additional exemptions from Form 1295 requirement were added for 1) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity, 2) a contract with an electric utility as defined by Section 31.002 of the Utilities Code, or 3) a contract with a gas utility as defined by Section 121.001 of the Utilities Code.

Notarization of Form 1295 has been replaced by an unsworn statement under penalty of perjury by an authorized representative of the business entity.

The Texas Ethics Commission promulgated rules to implement the law and established an online portal: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

The law states that a County may not enter into a contract with a business entity unless a Certificate of Interested Parties (Form 1295) has been completed and provided to the County at the time the contract is considered for action by Commissioners Court.

The term "business entity" includes a sole proprietorship, partnership or corporation (whether for-profit or non-profit). The term "contract" includes amendment, extension or renewal of an existing contract (Bids, RFPs, and/or RFQs also require Form 1295).

The law does not apply to a Bid, RFP, RFQ, and/or Contract between the County and another governmental entity or state agency.

The county is required to file Form 1295 with the state within thirty (30) days of approving a contract, and/or awarding a Bid, RFP, RFQ, and/or Contract with a business entity. Governmental transparency is the objective of the law.

A business entity must generate Form 1295 online. A business entity must use the application at the Texas Ethics Commission website to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number and date filed in the box marked "Office Use Only" located at the top right hand corner of the form.

An authorized agent of the business entity must sign and complete the bottom portion of the printed copy of the form affirming under the penalty of perjury that the completed form is true and correct.

Calhoun County Commissioners Court will not consider for action any Contract with a business entity unless it is accompanied by a completed and signed Form 1295 or a signed statement declaring the provision of the law under which the business entity is exempt. A business entity will generate Form 1295 online after notification of award and submit with their signed contract. (See Attachment A to General Conditions)

No later than thirty (30) days after Calhoun County Commissioners Court approves a contract with a business entity, the Calhoun County Clerk will file acknowledgement of receipt of the Form 1295 with the Texas Ethics Commission. The Texas Ethics Commission will post the completed Form 1295 to its website within seven (7) business days after Calhoun County acknowledges receipt of the form.

Debarment:

Bidder/vendor certifies that at the time of submission of its (their) Bid, RFP, RFQ, and/or Contract, the bidder/vendor, as well as the bidder's/vendor's principals, are not on the federal government's list of suspended, ineligible or debarred bidders/vendors and that the bidder/vendor and its (their) principals have not been placed on this list between the time of the Bid, RFP, RFQ, and/or Contract submission and the time of execution of the Bid, RFP, RFQ, and/or Contract.

A print out of the search results that includes the record date showing that the Company, and its Principals, if any, have an active registration with the System for Award Management (www.SAM.gov) AND are not

debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM) must be included with the bidder's/vendor's Bid, RFP, RFQ, and/or Contract.

If bidder/vendor or its (their) principals are placed on this list during the term of the Bid, RFP, RFQ, and/or Contract, the bidder/vendor shall notify the Calhoun County Auditor. False certification or failure to notify may result in termination of the Bid, RFP, RFQ, and/or Contract for default.

Invoices and Payments:

All invoices are subject to approval by the Calhoun County Auditor's Office.

Invoices shall be billed to Calhoun County to the attention of the County Department that the invoice pertains to and, if applicable, have all necessary backup information needed.

Invoices shall be itemized (detailed) and free of sales tax (state, city and county sales tax) and federal excise taxes, if applicable.

Invoices that are not billed to Calhoun County to the attention of the County Department that the invoice pertains to, not itemized (detailed) and/or free of sales tax (state, city and county sales tax) and federal excise taxes, if applicable, may be returned to the bidder/vendor for corrections. Calhoun County will not incur any fees and/or charges for this request and/or delay in payment of the invoice(s) that was originally submitted incorrectly.

Approval of payment of all invoices will be made once the purchase order and invoice(s) are properly and timely submitted to the Calhoun County Treasurer's Office by the appropriate County department. Each County department is responsible for submitting their purchase orders for payment to the Calhoun County Treasurer's Office by the deadline time and date set forth by the Treasurer's office. No payment can be made or mailed out until approved by Calhoun County Commissioners Court. Purchase order due dates/times and Commissioners Court dates/times are subject to change.

Calhoun County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to the seller by the county.

Gratuities:

Calhoun County may, by written notice to the bidder/vendor, cancel any order and/or service without liability, if it is determined by Calhoun County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the bidder/vendor, or any agent or representative of the bidder/vendor to any official, employee, or agent of Calhoun County with a view toward securing a Bid, RFP, RFQ, Contract, order, and/or service.

In the event a Bid, RFP, RFQ, Contract, order, and/or service is canceled by Calhoun County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by bidder/vendor in providing such gratuities.

Warranty Product:

Bidder/vendor warrants that products/goods sold to and/or services provided to Calhoun County shall conform to the highest commercial and/or professional standards in the industry and laws established by the U.S. Department of Labor, U.S. Department of Homeland Security, Occupational Safety and Health Administration and OSHA Act of 1970.

In the event products/goods sold and/or services provided do not conform to OSHA Standards, where applicable, Calhoun County shall return the product/item for correction or replacement at the bidder's/vendor's expense. In the event that services do not conform to OSHA Standards, Calhoun County

may immediately stop the services and seek reimbursement for said services at the bidder's/vendor's expense.

In the event the bidder/vendor fails to make the appropriate correction within a reasonable time, correction made by Calhoun County shall be at the bidder's/vendor's expense.

Bidder/vendor shall not limit or exclude any implied warranties and any attempt to do so shall render this Bid, RFP, RFQ, and/or Contract voidable at the option of Calhoun County.

Bidder/vendor warrants that the products/goods and/or services furnished and/or performed will conform to the specifications, scope of work, general conditions, drawings, and/or descriptions listed in the Bid, RFP, RFQ, and/or Contract and to the sample(s) furnished by bidder/vendor, if any.

In the event of a conflict between the specifications, scope of work, general conditions, drawings, and/or descriptions, the specifications shall govern.

All products/goods must be new, in first class condition, unless otherwise specified. The design, strength and quality of materials must conform to the highest standards of manufacturing practice.

Products/goods, and/or services supplied and/or performed under this Bid, RFP, RFQ, and/or Contract shall be subject to Calhoun County's approval.

Successful bidder/vendor shall warrant that all products/goods and/or services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. Any products/goods and are services found defective or not meeting specifications shall be picked up and promptly replaced or corrected to Calhoun County's satisfaction by the successful bidder/vendor at no expense to Calhoun County.

Cancellation:

Calhoun County shall have the right to cancel for default all or any part of the undelivered portion of an order and/or services if bidder/vendor breaches any of the terms hereof including warranties of bidder/vendor, or if the bidder/vendor becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Calhoun County may have in law or equity. Calhoun County shall not incur any fees and/or charges related to the cancellation. The bidder/vendor shall be responsible for any fees and/or charges that are related to the cancellation.

Force Majeure:

Force Majeure means a delay encountered by a party in the performance of its obligations under this Bid, RFP, RFQ, and/or Contract, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors.

In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Bid, RFP, RFQ, and/or Contract, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Bid, RFP, RFQ, and/or Contract from terminating in accordance with the termination provisions.

If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

Waiver:

No claim or right arising out of a breach of any Bid, RFP, RFQ, and/or Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

Applicable Law:

To the extent it is applicable, this Bid, RFP, RFQ, and/or Contract shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the "Uniform Commercial Code" as adopted in the State of Texas as effective and in force on the date of this Bid, RFP, RFQ, and/or Contract. Otherwise, Texas state and federal law shall apply.

Prohibition against Personal Interest in Bids, RFPs, RFQs, and/or Contracts:

No official, employee, or agent of Calhoun County shall have financial interest, direct or indirect, in any Bid, RFP, RFQ, and/or Contract with Calhoun County, or shall be financially interested, directly or indirectly, in the sale/lease to Calhoun County of any land, materials, supplies, or service, except on behalf of Calhoun County as an official, employee, or agent. Any willful violation of this section shall constitute malfeasance in office, and any official, employee, or agent guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the company, corporation, firm, partnership, or individual contracting with Calhoun County shall render the Bid, RFP, RFQ, and/or Contract involved voidable by the Calhoun County Commissioners Court.

Insurance:

Proof (copy of bidder's/vendor's current insurance) of the below listed insurance may be required to be returned with the Bid, RFP, RFQ, and/or Contract.

As additional security for Calhoun County and as separate obligations of bidder/vendor not in conjunction with any other provisions of the Bid, RFP, RFQ, and/or Contract, bidder/vendor agrees to carry and maintain during the term of the Bid, RFP, RFQ, and/or Contract the minimum insurance coverages stated below.

Before commencing work, the successful bidder/vendor shall be required, at his own expense, to furnish the Calhoun County Auditor within ten (10) days of notification of award with a certificate(s) of liability insurance (Form ACORD 25 or equivalent) showing, at least, the following minimum insurance coverage to be in force throughout the term of the Bid, RFP, RFQ, and/or Contract. Higher rates and/or additional coverage may apply depending upon type of Bid, RFP, RFQ, and/or Contract.

- General Liability (\$100,000/\$300,000 or greater)
- Workers' Compensation (at Statutory Limits)
- Employer's Liability (\$1,000,000 or greater)
- Auto Insurance (\$100,000 BIPP/\$300,000 BIPO/\$100,000 PD or greater)
- Professional Liability Insurance (if applicable)
- Farm Liability Insurance (if applicable)

Coverages shall apply on an occurrence basis.

The certificate(s) must reflect, by policy endorsement, that Calhoun County, Texas is an additional insured on all required policies.

Each certificate of liability insurance (Form ACORD 25 or equivalent) to be furnished by successful bidder's/vendor's insurance agent shall include, by endorsement to the policy, a statement that a notice shall

be given to the Calhoun County Auditor by certified mail thirty (30) days prior to cancellation, material change, or non-renewal in coverage.

Calhoun County's receipt of or failure to object to any insurance certificates or policies submitted by the bidder/vendor does not release or diminish in any manner the liability or obligations of the bidder/vendor or constitute a waiver of any of the insurance requirements for the Bid, RFP, RFQ, and/or Contract.

Replacement certificate(s) of liability insurance (Form ACORD 25 or equivalent) evidencing continuation of such coverage and naming, by policy endorsement, Calhoun County as an additional insured, shall be furnished to the Calhoun County Auditor's office prior to the expiration of the current policies.

Should bidder/vendor at any time neglect, refuse to provide, or cancel the insurance required, Calhoun County shall have the right to terminate the Bid, RFP, RFQ, and/or Contract or pursue any remedy available by law.

The insurance coverage requirements in the Bid, RFP, RFQ, and/or contract will in no way be construed as limiting the scope of indemnification.

OSHA Requirements:

Bidder/vendor must meet all Federal and State OSHA requirements.

The bidder/vendor hereby guarantees to Calhoun County that all materials, supplies, equipment and/or services listed on the Bid, RFP, RFQ, Contract, Purchase Order or Invoice shall conform to the requirements, specifications and standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970, as amended and in force at the date hereof.

Protest Procedures:

All protests and disputes will be held in Port Lavaca, Calhoun County, Texas.

Any actual or prospective bidder/vendor who believes they are aggrieved in connection with or pertaining to a Bid, RFP, RFQ, and/or Contract may file a protest. The protest must be delivered in writing to the Calhoun County Auditor's Office, in person or by certified mail return receipt requested prior to award. The written protest must include:

- Name, mailing address and business phone number of the protesting party;
- Appropriate identification of the Bid, RFP, RFQ, and/or Contract being protested;
- A precise statement of the reasons for the protest; and
- Any documentation or other evidence supporting the protest and any alleged claims.

The Calhoun County Auditor's Office will attempt to resolve the protest, including at the County Auditor's option, meeting with the protesting party. If the protest is successfully resolved by mutual agreement, written verification of the resolution, with specifics on each point addressed in the protest, will be forwarded to Calhoun County Commissioners Court.

If the Calhoun County Auditor's Office is not successful in resolving the protest, the protesting party may request in writing that the protest be considered by Calhoun County Commissioners Court. Applicable documentation and other information applying to the protest will be forwarded to Calhoun County Commissioners Court, who will promptly review such documentation and information.

If additional information is required, Calhoun County Commissioners Court will notify the protesting party to provide such information. The decision of Calhoun County Commissioners Court will be final.

Public Information Act:

All governmental information is presumed to be available to the public. Certain exceptions may apply to the disclosure of the information. Bidder/Vendor waives any obligation to the release to the public of any documents submitted in accordance with the Bid, RFP, RFQ, and/or Contract. Governmental bodies shall promptly release requested information that is not confidential by law, either constitutional, statutory, or by judicial decision, or information for which an exception to disclosure has not been sought.

CALHOUN COUNTY AUDITOR

To request information from Calhoun County, please contact:

Calhoun County Auditor
Calhoun County Courthouse Annex II
202 S Ann St, Suite B
Port Lavaca, TX 77979
Phone: 361-553-4610
Fax: 361-553-4614

The Packet, Invitation for Bids, Request for Proposals and/or Request for Qualifications are posted on Calhoun County's website, www.calhouncotx.org, under Public Notices, Bid Notices and Results.

ATTACHMENT A

CALHOUN COUNTY, TEXAS GENERAL CONDITIONS

CERTIFICATE OF INTERESTED PARTIES FORM 1295

A business entity will generate Form 1295 online after notification of award and submit with their signed contract. Form 1295 must be filled out and submitted online, printed, complete #6, signed and returned with the Agreement, Contract, or Lease. *See Calhoun County, Texas – Policy of Compliance*

TO FILL OUT FORM 1295:

Go to: <https://www.ethics.state.tx.us/File>

1. If you have an account, log in and proceed with the process or if you do not have an account, follow the instructions to set up an account and then proceed with the process.
2. Submit and print a copy of the form which will contain a unique certification number and date submitted in the upper right hand box that is marked "Office Use Only".
3. The Respondent or an authorized agent of the Respondent must sign and date the printed copy of the form (making sure all of #6 is completed).
4. The completed Form 1295 must be included with your Agreement, Contract or Lease, when it is submitted to Calhoun County.

For help in filling out the form:

- #1 Name of Business Entity filing the form, and the City, State and Country of the Entity's place of business
- #2 Calhoun County, Texas
(Also, if applicable, insert name of County Department)
- #3
 - Contract number, if not given, can be the year or dates associated with the Agreement, Contract, Lease *or* if for a Bid, RFP, or RFQ, the Bid, RFP, RFQ number and dates the Bid, RFP, RFQ pertains to
 - Description is description of Agreement, Contract, Lease *or* name of Bid, RFP, RFQ

On #4 and #5, complete only the one that applies to you

- #4 Fill in the correct information if this applies

OR

- #5 Mark an X in the Box if this applies

- #6 Fill in the correct information, submit and print
After printing, the respondent or an authorized agent of the respondent must sign and date (making sure all of #6 is completed)

When you print you should see a Certificate Number and Date in the upper right hand box that is marked "Office Use Only".

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is no Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Calhoun County, Texas

POLICY OF COMPLIANCE

SECTION 2252.908 TEXAS GOVERNMENT CODE

Approved by Commissioners Court January 28, 2016

Amended by Commissioners Court January 31, 2018 and September 14, 2022

BACKGROUND

Section 2252.908 was added to the Government Code by the 84th Texas Legislature through the adoption of House Bill 1295. The law states that the County may not enter into a contract with a business entity unless a Certificate of Interested Parties (Form 1295) is provided to the county at the time the contract is considered for action by Commissioner's Court. The term "business entity" includes a sole proprietorship, partnership or corporation (whether for-profit or non-profit). The term "contract" includes amendment, extension or renewal of an existing contract. The law does not apply to a contract between the County and another governmental entity or state agency. The county is required to file Form 1295 with the state within 30 days of approving a contract with a business entity. Governmental transparency is the objective of the law.

Senate Bill 255 adopted by the 85th Legislature Regular Session amended the law effective for contracts entered into or amended on or after January 1, 2018. Additional exemptions from Form 1295 requirement were added for 1) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity, 2) a contract with an electric utility as defined by Section 31.002 of the Utilities Code, or 3) a contract with a gas utility as defined by Section 121.001 of the Utilities Code. Notarization of Form 1295 has been replaced by an unsworn statement under penalty of perjury by an authorized representative of the business entity.

The Texas Ethics Commission promulgated rules to implement the law and established an online portal https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. A business entity will generate Form 1295 online. Calhoun County will acknowledge online the receipt of Form 1295 after a contract is executed. Within seven business days, Form 1295 will be available for public viewing on the Commission's website.

COMPLAINT

Calhoun County Commissioners Court will not consider for action any contract with a business entity unless it is accompanied by a completed, signed Form 1295 or a signed statement declaring the provision of the law under which the business entity is exempt.

No later than 30 days after Commissioner's Court approves a contract with a non-exempt business entity, the **County Clerk** will file acknowledgement of receipt of the Form 1295 with the Texas Ethics Commission.

SPECIFICATIONS FOR
ANNUAL SUPPLY CONTRACT FOR
INSECTICIDES FOR MOSQUITO CONTROL
BID NUMBER: 2025.01

BY ORDER of the Commissioners Court of Calhoun County, Texas, sealed Bids will be received for Insecticides for Mosquito Control for the County's Road and Bridge Precincts.

Contact, billing and location for each Calhoun County Road and Bridge Precinct can be found on the Form: Contact, Billing and Location Information for Calhoun County Precincts

INVITATION TO BID PACKET

The complete Invitation to Bid Packet may be downloaded from the County's website, www.calhouncotx.org (under Public Notices, Bid Notices and Results, Bid Notices, 2025) or by contacting Demi Cabrera, Assistant Auditor, at demi.cabrera@calhouncotx.org or 361-553-4613.

The complete Invitation to Bid Packet must be used in preparing the Bid. Calhoun County does not assume any responsibility for errors or misinterpretations resulting from the use of an incomplete Invitation to Bid Packet.

SUBMISSION OF SEALED BIDS

SEALED BIDS ARE DUE BEFORE 2:00:00 PM, Wednesday, October 30, 2024, in the County Judge's Office, Calhoun County Courthouse, 211 South Ann Street, 3rd Floor, Suite 301, Port Lavaca, Texas.

ALL BIDS (one original) shall be delivered to the office of the Calhoun County Judge in a SEALED 9 x 12 or larger envelope and CLEARLY MARKED on the outside of the envelope:

SEALED BID NUMBER 2025.01

ANNUAL SUPPLY CONTRACT FOR INSECTICIDES FOR MOSQUITO CONTROL

If the SEALED BID is sent by UPS, FedEx, or other delivery service, the outside of this envelope must be clearly marked:

SEALED BID NUMBER 2025.01

ANNUAL SUPPLY CONTRACT FOR INSECTICIDES FOR MOSQUITO CONTROL

SEALED BIDS may be hand delivered or mailed to:

Honorable Richard H. Meyer
Calhoun County Judge
Calhoun County Courthouse
211 South Ann Street
3rd Floor, Suite 301
Port Lavaca, Texas 77979

A late delivery with an early postmark will not suffice.

Calhoun County is not responsible for the delivery of your Bid to the office of the County Judge or delivery to the wrong office. If you choose to send your Bid by postal delivery, it is recommended that you call the County Judge's office at 361-553-4600 to verify receipt of your Bid prior to the Bid due date and time.

It is the responsibility of the submitting vendor to ensure that the sealed Bid is received in a timely manner. Calhoun County does not accept faxed or emailed Bids. Calhoun County accepts no financial responsibility for any cost incurred by any vendor in the course of responding to the Bid. Bids received after the deadline will not be opened and will not be considered for award, regardless of whether or not the delay was outside of the control of the submitting vendor.

The cell phone in the County Judge's office or the cell phone of the County Auditor's Representative is the official clock that shall be used in determining the time the Bid is received and the 2:00:00 PM deadline. No Bids will be accepted after the due date and 2:00:00 PM deadline has been reached.

BID TERM

The Bid shall be in effect for a period of one (1) year: January 1, 2025 through December 31, 2025.

BID INFORMATION/REQUIREMENTS

To submit a valid Bid, read the entire Invitation to Bid Packet for all requirements and required forms that must be included and returned with the submitted Bid.

Calhoun County is always very conscious and extremely appreciative of the time and effort you have expended to submit a Bid. If you will not be submitting a Bid, we would appreciate you indicating on your "NO BID" response any requirements of this Bid request which may have influenced your decision to "NO BID".

Calhoun County is not responsible for errors if the Bid forms are handwritten. It is recommended that all information submitted by the vendor on the Bid forms be typed. If handwritten, must be in ink and legible. White out is not acceptable.

INSECTICIDES FOR MOSQUITO CONTROL (Bid Item Listed or Equivalent)

- Bid Item #1: Mineral Oil
BVA Mosquito Larvicide Oil – MC30 or Equivalent
- Bid Item #2: Malathion or Equivalent
- Bid Item #3: Malathion EW or Equivalent
- Bid Item #4: 30-30 ULV or Equivalent
- Bid Item #5: 31-66 ULV or Equivalent
- Bid Item #6: 31-67 ULV or Equivalent
- Bid Item #7: 4-4 ULV or Equivalent

- Bid Item #8: 4-8 ULV or Equivalent
- Bid Item #9: Altosid 30 Day Briquets or Equivalent
- Bid Item #10: Altosid XR Extended Residual Briquets or Equivalent
- Bid Item #11: DeltaGard or Equivalent
- Bid Item #12: FourStar Sustained Release 45/90/180 Day Microbial Briquets or Equivalent

Vendor may submit a Bid for any or all Insecticides for Mosquito Control or Equivalent.

Vendor must be able to furnish Bid items under terms of these specifications and general conditions if vendor is awarded a Bid.

Calhoun County is EXEMPT from all Sales Tax (county, city and state sales tax) and all Federal Excise Taxes, if applicable under Section 151.309 of the Texas Tax Code. Upon request, tax exempt forms will be furnished to the vendor by the County Auditor's Office. Vendor is to issue its Texas Resale Certificate to vendors or subcontractors for such items qualifying for this exemption.

One (1) copy of the Material Information and Safety Data Sheet(s) listing the active ingredients and safety instructions for each insecticide or product the vendor is submitting a Bid on must be returned with the vendor's Bid. Bid Item Number (as on the Invitation to Bid Form) must be on each one.

Safety Data Sheets and Placards, if applicable, must be furnished at the time of delivery as specified by State and/or Federal Regulations.

All charges, including, but not limited to, freight, handling charges, fuel surcharges and special delivery fees must be included in Bid price or clearly stated on Bid form. Additional charge listed separately, if any, will increase the amount of the Bid.

Only other fees or charges listed on the Invitation to Bid form or separate page that is signed and dated by an authorized representative and returned by the vendor with their Bid and awarded as such to the successful vendor will be allowed to be included on the invoice when the awarded vendor submits the invoice for payment.

Any exceptions and or variations from the specifications in this Bid document must be indicated on the Bid form or on a separate attachment to the Bid and labeled as such. Exceptions taken and/or variations made to the specifications and listed on the vendor's Bid or separate attachment may void the Bid.

Insecticides for Mosquito Control shall be ordered in quantities as determined by each Calhoun County Commissioner.

The request for a Bid on an insecticide or product does not guarantee that Calhoun County will purchase this insecticide or product during the Bid period. Calhoun County does not guarantee to purchase any minimum or maximum quantities. The insecticides or products will only be ordered as needed.

When required, all insecticides or products ordered will be delivered to the Calhoun County Precinct within 24 hours from time of order. In the event the awarded vendor is unable to deliver the insecticide(s) or product(s) ordered within 24 hours from time of order, Calhoun County reserves the right to cancel the order and re-order the said insecticide(s) or product(s) from the vendor which submitted the next lowest Bid that met specifications and can deliver within 24 hours from time of order. Calhoun County shall not incur any penalties, fees and/or other charges when cancelling an order.

Vendor shall be required to notify Calhoun County in the event of unforeseen delay arising in the delivery of an order. In the event an order will not arrive at the Calhoun County Precinct at the designated time, Calhoun County shall have the right to refuse acceptance of the order and Calhoun County shall not be assessed any penalties, fees and/or other costs due to this refusal.

In the event the vendor is unable to furnish any item within a reasonable time after an order is placed due to strikes, war or any reason beyond the vendor's and/or supplier's control, the County reserves the right to purchase these items from any source, without causing this contract to be cancelled.

Calhoun County or the vendor have the right to cancel the delivery of an insecticide(s) or product(s) at any time due to weather, road conditions and/or machinery breakdown. No penalties, fees and/or other charges will be billed to Calhoun County if the delivery of an insecticide(s) or product(s) is cancelled by Calhoun County or the vendor due to weather, road conditions and/or machinery breakdown.

The County reserves the right to refuse any order delivered for not being in compliance with the specifications, general conditions and/or the "Hazardous Communications Act", commonly known as the "Texas Right to Know Act".

The vendor, at the vendor's cost, shall immediately remove the insecticide(s) or product(s) from the Calhoun County Precinct that are deemed unsatisfactory, and are not in compliance with the specifications, general conditions and/or do not meet State and/or Federal Regulations. No penalties, fees, and/or other charges will be billed to Calhoun County for the removal of the insecticide(s) or product(s) from the Calhoun County Precinct.

Calhoun County reserves the right to conduct random sampling of pre-qualified insecticides or products for testing and to perform random audits of test reports. Calhoun County representatives may sample insecticides or products from the manufacturing plant, terminal, shipping container and any other source they deem necessary to insure reliability of the insecticides or products. If testing will be performed through a third party, the vendor will be required to allow the third party access to the facilities in order to acquire samples for testing. Regardless of results of any insecticide(s) or product(s) test required by Calhoun County, all costs incurred for such tests shall be paid for by the vendor.

The award of a Bid will be voided if specifications, general conditions and instructions within this Invitation to Bid Packet are not followed. The Bid would then be awarded to the vendor which submitted the next lowest bid that met specifications and all requirements of the Invitation to Bid Packet.

All Calhoun County Precincts handle their own orders and order at different times; therefore, invoices shall be billed to each Calhoun County Precinct separately.

Invoices shall not include other charges, including, but not limited to, freight, handling charges, fuel surcharges or special delivery charges, when invoiced unless these charges were noted on the Bid form or separate attachment and awarded as such.

All invoices must be billed to Calhoun County to the attention of the Calhoun County Commissioner and Precinct ordering the insecticides or products. (See Contact and Billing and Location Information for Calhoun County Precincts)

Bid item number and insecticide or product description per Bid specifications, awarded Bid price per unit, or other charge, if any other charge was included in the award, must appear on all invoices in order to be considered for payment. Listing the Bid item number and exact insecticide or product description as on the Invitation to Bid Form will avoid any confusion when the invoice is processed for payment.

Invoices shall be free from sales tax (county, city or state sales tax) and federal excise taxes, if applicable.

Invoices shall include a copy of the delivery ticket and/or packing slip that shows confirmation of delivery.

It is understood that Calhoun County Commissioners Court reserves the right to accept or reject any and/or all Bids for any/or all insecticides, products and/or services covered in this Bid request and to waive informalities or defects in Bids, or to accept such Bids as it shall deem to be most advantageous and in the best interest of Calhoun County.

Calhoun County Commissioners have the right to reject at any time any insecticide or product that is undesirable for Calhoun County. The County will not incur any fees, charges or penalties on the rejected insecticide or product.

Calhoun County will evaluate and award the Bid based on lowest and best Bid meeting specifications and all requirements of the Invitation to Bid Packet. "Lowest and best" means a Bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties and customer service after a sale. Calhoun County reserves the right to accept and/or reject any/all of the options Bid as it deems to be in the best interest of Calhoun County.

Although the cost of insecticides or products to be provided is an essential part of the Bid, Calhoun County is not obligated to award a Bid (contract) on the sole basis of cost but will award to the vendor considered to be the best value to the Calhoun County.

The Bid award shall be based on, but not necessarily limited to, the following factors:

- Unit price
- Extended price (that includes other charges, if any)
- Special needs and requirements of Calhoun County

- Delivery
- Compliance in returning and/or including all required forms
- Results of testing samples (if required by Calhoun County)
- Calhoun County's experience with insecticides or products Bid
- Vendor's past performance record with Calhoun County

If Bids are awarded, award information will be emailed to all vendors that submitted a Bid regardless if the vendor was awarded a Bid or not. Calhoun County Commissioners Court and the County Auditor's office work diligently to get this information to the vendors as soon as possible. To obtain results, or if you have any questions, please contact Demi Cabrera, Calhoun County Assistant Auditor, 202 S. Ann St., Suite B, Port Lavaca, Texas 77979, or by phone or email, (361) 553-4613, demi.cabrera@calhouncotx.org. As time permits, Bid awards will be posted on Calhoun County's website, www.calhouncotx.org, under Public Notices, Bid Notices and Results, Results, 2025.

Once Bids are awarded by Calhoun County Commissioners Court, the County Auditor's Office will send the awarded vendor the following: (1) The contract; (2) A request for Form 1295, Certificate of Interested Parties; and (3) A request for the insurance requirements, Certificate of Insurance. All documents must be returned and accepted by Calhoun County Commissioners Court before the award will be complete, valid and in effect.

Calhoun County or the vendor may cancel this contract at any time for any reason, provided a written notice is given.

Should there be a change in ownership or management, the contract shall be cancelled unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and prices.

Vendor understands that Calhoun County is a government entity subject to Texas State and Federal public information statutes. Vendor hereby waives any obligation to the release to the public of any documents submitted in accordance with the Bid.

No person has the authority to verbally alter these specifications or any information within the Invitation to Bid Packet. Any changes will be made in writing (Addendum approved by Calhoun County Commissioners Court) and mailed and or emailed to each vendor that received a Bid packet.

All disputes or protests will be held in Calhoun County, Texas.

INSURANCE REQUIREMENTS

Before commencing work under the contract, the vendor must furnish, at their own expense, certificates of insurance or other acceptable evidence from a reputable insurance company or companies acceptable to Calhoun County, licensed to write insurance in the State of Texas showing the contractor (vendor) is covered by insurance within the minimum limits of liability listed in the General Conditions that are included in this Invitation to Bid Packet and shall remain in force until all work under the contract is completed. If for any reason insurance coverage is not kept in force, all deliveries must be stopped until an acceptable Certificate of

Insurance is provided to the County. The County Auditor's office and the County Commissioners' should be provided with 30 days advance notice of changes or termination of coverage. The County shall be covered as an additional insured and the certificate of insurance must also include a waiver of subrogation in favor of the County. The vendor shall be responsible for any deductions stated in the policy.

The vendor shall include all subcontractors as insured under its policies or shall furnish separate certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements under this contract.

Nothing contained in the insurance requirements shall be construed as limiting the extent of the vendor's responsibility for payment of damages resulting from operations under this contract.

Any failure of the vendor to comply with the reporting provisions of the insurance policies shall not affect the coverage provided to the County. The insurance provided by the vendor shall be primary as respects to the County. Any insurance maintained by the County shall be excess of the vendor's insurance and shall not contribute to it.

REQUIRED FORMS TO BE RETURNED WHEN SUBMITTING A BID

If any Required Form is "Not Applicable", mark "NA" and include when submitting a Bid.

- Invitation to Bid Form (Page 29-35)
- Vendor and Order Information Form (Page 36)
- Affidavit (Page 37)
- Conflict of Interest Questionnaire, Form CIQ (Page 39)
- Certificate Regarding Debarment & Suspension and Other Responsibility Matters (Page 42)
- Certification Regarding Lobbying (Page 43)
- Disclosure of Lobbying (Page 45)
- House Bill 89 Verification (Page 46)
- Residence Certification (Page 47)
- W-9 (Page 48)
- Material Information and Safety Data Sheet for each insecticide or product Bid on (Page 49)

CONTACT, BILLING AND LOCATION INFORMATION FOR CALHOUN COUNTY PRECINCTS

Calhoun County Precinct 1

Commissioner David Hall
305 Henry Barber Way (by the County Fairgrounds)
Port Lavaca, TX 77979
Office Manager: Angela Torres
Office: 361-552-9242
Fax: 361-553-8734
Location Stockpile: 305 Henry Barber Way, Port Lavaca, TX
Laydown yard: 1890 FM 2760, Port Lavaca, TX

Calhoun County Precinct 2

Commissioner Vern Lyssy
5812 FM 1090 (Six Mile)
Port Lavaca, TX 77979
Office Manager: Lesa Jurek
Office: 361-552-9656
Fax: 361-553-6664
Location of Stockpile: 5812 FM 1090, Port Lavaca, TX

Calhoun County Precinct 3

Commissioner Joel Behrens
24627 State Hwy 172 (Olivia)
Port Lavaca, TX 77979
Office Manager: Lynette Adame
Office: 361-893-5346
Fax: 361-893-5309
Location of Stockpile: 24627 State Highway 172, Olivia TX

Calhoun County Precinct 4

Precinct 4-P (Port O'Connor)
Commissioner Gary Reese
Trevor St off of Hwy 185
Port O'Connor, TX 77982
Office Manager: April Townsend
Use same numbers as Seadrift (4-S)
Location of Stockpile – Pct 4-P Barn #3: 93 Trevor Street off of Highway 185, Port O'Connor, TX

Calhoun County Precinct 4

Precinct 4-S (Seadrift)
Commissioner Gary Reese
104 E Dallas St
PO Box 177
Seadrift, TX 77983
Office Manager: April Townsend
Office: 361-785-3141
Fax: 361-785-5602
Location of Stockpile – Pct 4-S Barn #2: 448 Harbor Road, Seadrift TX

REQUIRED FORMS

FORMS REQUIRED TO BE RETURNED WHEN SUBMITTING A BID

Vendor must return the following forms:

If any Required Form is "Not Applicable", mark "NA" and include when submitting a Bid

- Invitation to Bid Form (Page 29-35)
- Vendor and Order Information Form (Page 36)
- Affidavit (Page 37)
- Conflict of Interest Questionnaire Form CIQ (Page 39)
- Certification Regarding Debarment & Suspension and Other Responsibility Matters (Page 42)
- Certification Regarding Lobbying (Page 43)
- Disclosure of Lobbying Activities (Page 45)
- House Bill 89 Verification (Page 46)
- Residence Certification (Page 47)
- W-9 (Page 48)
- Material Information and Safety Data Sheet for each insecticide or product bid on (Page 49)
Must be included with your bid
Bid Item Number (as on the Invitation to Bid Form) must be on each one

Submitted Bid consists only of the above required forms

INVITATION TO BID FORM

ANNUAL SUPPLY CONTRACT FOR INSECTICIDES FOR MOSQUITO CONTROL

Bid Number: 2025.01

January 1, 2025 through December 31, 2025

Vendor's Name & Address

- Please Type or Print. If handwritten, must be in ink and legible. White out is not acceptable.
- SEE SPECIFICATIONS AND GENERAL CONDITIONS FOR COMPLETE REQUIREMENTS

INSECTICIDES FOR MOSQUITO CONTROL (Bid Item Listed or Equivalent)

Bid Item #1: Mineral Oil

BVA Mosquito Larvicide Oil - MC30 - or Equivalent

← List Name of Mineral Oil

5 Gallon Pail	\$	/per 5 Gallon Pail
50 Gallon Drum	\$	/per 50 Gallon Drum
55 Gallon Drum	\$	/per 55 Gallon Drum
275 Gallon Tote	\$	/per 275 Gallon Tote
	\$	/per
	\$	/per

Bid Item #2: Malathion - or Equivalent

← List Insecticide Name

Active Ingredients: Malathion 96.5%; Other 3.5%

2 x 2.5 Gallon	\$	/per Case (Case = 2x2.5 Gal Jugs)
5 Gallon Pail	\$	/per 5 Gallon Pail
55 Gallon Drum	\$	/per 55 Gallon Drum
260 Gallon Tote	\$	/per 260 Gallon Tote
	\$	/per
	\$	/per
	\$	/per

Bid Item #3: Malathion EW - or Equivalent

← List Insecticide Name

Active Ingredients: Malathion

2 x 2.5 Gallon	\$	/per Case (Case = 2x2.5 Gal Jugs)
30 Gallon Drum	\$	/per 30 Gallon Drum
	\$	/per
	\$	/per
	\$	/per
	\$	/per
	\$	/per

Bid Item #4: 30-30 ULV - or Equivalent

← List Insecticide Name

Active Ingredients: Permethrin 30%; Piperonyl Butoxide 30%

2 x 2.5 Gallon	\$	/per Case (Case = 2x2.5 Gal Jugs)
5 Gallon Pail	\$	/per 5 Gallon Pail
30 Gallon Drum	\$	/per 30 Gallon Drum
55 Gallon Drum	\$	/per 55 Gallon Drum
275 Gallon Tote	\$	/per 275 Gallon Tote
	\$	/per
	\$	/per

Bid Item #5: 31-66 ULV - or Equivalent

← List Insecticide Name

Active Ingredients: Permethrin 31.28%; Piperonyl Butoxide 66%;

4 x 1 Gallon	\$	/per Case (Case = 4x1 Gal Jugs)
2 x 2.5 Gallon	\$	/per Case (Case = 2x2.5 Gal Jugs)
30 Gallon Drum	\$	/per 30 Gallon Drum
275 Gallon Tote	\$	/per 275 Gallon Tote
	\$	/per
	\$	/per
	\$	/per

Bid Item #6: 31-67 ULV - or Equivalent

← List Insecticide Name

Active Ingredients: Permethrin 31.15%; Piperonyl Butoxide 66.85%

4 x 1 Gallon	\$	/per Case (Case = 4x1 Gal Jugs)
2 x 2.5 Gallon	\$	/per Case (Case = 2x2.5 Gal Jugs)
30 Gallon Drum	\$	/per 30 Gallon Drum
275 Gallon Tote	\$	/per 275 Gallon Tote
	\$	/per
	\$	/per
	\$	/per

Bid Item #7: 4-4 ULV - or Equivalent

← List Insecticide Name

Active Ingredients: Permethrin 4.0%; Piperonyl Butoxide 4.0%

2 x 2.5 Gallon	\$	/per Case (Case = 2x2.5 Gal Jugs)
30 Gallon Tote	\$	/per 30 Gallon Tote
55 Gallon Drum	\$	/per 55 Gallon Drum
275 Gallon Tote	\$	/per 275 Gallon Tote
	\$	/per
	\$	/per
	\$	/per

Bid Item #8: 4-8 ULV - or Equivalent

← List Insecticide Name

Active Ingredients: Permethrin 3.98%; Piperonyl Butoxide 8.48%

_____ 2 x 2.5 Gallon \$ _____ /per Case (Case = 2x2.5 Gal Jugs)

_____ 30 Gallon Tote \$ _____ /per 30 Gallon Tote

_____ 55 Gallon Drum \$ _____ /per 55 Gallon Drum

_____ 275 Gallon Tote \$ _____ /per 275 Gallon Tote

_____ \$ _____ /per _____

_____ \$ _____ /per _____

Bid Item #9 Altosid 30 Day Briquets - or Equivalent

← List Insecticide Name

Active Ingredients: (S) Methoprene 8.62%

_____ 400 Per Case \$ _____ /per case

_____ \$ _____ /per _____

_____ \$ _____ /per _____

Bid Item #10: Altosid XR Extended Residual Briquets - or Equivalent

← List Insecticide Name

Active Ingredients: (S) Methoprene 2.1%

_____ 220 Per Case \$ _____ /per case

_____ \$ _____ /per _____

_____ \$ _____ /per _____

Bid Item #11: DeltaGard - or Equivalent

← List Insecticide Name

Active Ingredients: Deltamethrin 2%

2 x 2.5 Gallon	\$	/per Case (Case = 2x2.5 Gal Jugs)
30 Gallon Drum	\$	/per 30 Gallon Drum
250 Gallon Tote	\$	/per 250 Gallon Tote
	\$	/per
	\$	/per

Bid Item #12: FourStar Sustained Release 45/90/180 Day Microbial Briquets or Equivalent

← List Insecticide Name

Active Ingredients: Bacillus sphaericus 6%; Bacillus thuringiensis subspecies israelensis 1%

45 Day ----- 200 Per Case	\$	/per case
90 Day ----- 200 Per Case	\$	/per case
180 Day -----200 Per Case	\$	/per case
	\$	/per
	\$	/per

Additional Bid Item:

← List Insecticide Name

Active Ingredients:

	\$	/per
	\$	/per
	\$	/per
	\$	/per

Additional Bid Item:

← List Insecticide Name

Active Ingredients:

_____	\$ _____	/per _____
_____	\$ _____	/per _____
_____	\$ _____	/per _____
_____	\$ _____	/per _____

The undersigned affirms that they are duly authorized to execute this Bid and that this company, corporation firm, partnership or individual has not prepared this Bid in collusion with any other vendor, that the contents of this Bid as to prices, terms or conditions of said Bid have not been communicated by the undersigned nor by their employees or agents to any official, employee or agent of Calhoun County or any other person engaged in this type of business prior to the official opening of this Bid.

The undersigned affirms that they have not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any official, employee or agent of Calhoun County in connection with this Bid.

The undersigned affirms that they have read the entire Invitation to Bid Packet and fully understands and has followed all requirements.

FAILURE TO SIGN BELOW SHALL DISQUALIFY THE BID

Date: _____

Authorized Signature & Title: _____

Printed Name & Title of Authorized Signature: _____

Phone Number: _____ Email: _____

Exceptions and/or Variations from Specifications and/or additional Notes: _____

VENDOR AND ORDER INFORMATION FORM

Please Type.

If handwritten, must be in ink and legible

Vendor's Name: _____

Address: _____

Remittance Address: _____

Telephone: _____

Fax: _____

Email: _____

Signature of Authorized Representative: _____

Printed name of Authorized Rep: _____

ORDER – CONTACT INFORMATION

Order Contact Name & Title: _____

Order Contact Telephone: _____

Order Contact Fax: _____

Order Contact Email: _____

INVOICES – CONTACT INFORMATION

For Invoice Inquiries:

Contact Name & Title: _____

Contact Telephone: _____

Contact Fax: _____

Contact Email: _____

STATE OF TEXAS

}

AFFIDAVIT

COUNTY OF _____ }

_____ being first duly sworn, deposes and says: that he or she is
(Type or Print Name)
the _____ of _____, having its
(Type or Print Title) (Type or Print Name of Company/Firm)
principal address at _____
(Type or Print Physical and Mailing Address)

who submits herewith to Calhoun County the attached bid/proposal; that he or she is the person whose name is signed to the attached bid/proposal; that said bid/proposal is genuine; that the same is not sham or collusive; that all statements of fact herein are true; and that such bid/proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not herein named or disclosed.

Affiant further deposes and says: that the bidder/proposer has not directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interests of Calhoun County, or of any other bidder/proposer, or anyone else interested in the bid/proposal contract; and that the bidder/proposer has not in any manner sought by collusion to secure for himself/herself/itself/themselves an advantage over any other bidder/proposer.

Affiant further deposes and says: that prior to the public opening and reading of bids/proposals, said bidder/proposer:

- a) did not, directly or indirectly, induce or solicit anyone else to submit a false or sham bid/proposal;
- b) did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder/proposer or anyone else would submit a false or sham bid/proposal, or that anyone should refrain from submitting a bid/proposal or withdraw their bid/proposal;
- c) did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the bid price/proposal of said bidder/proposer or of anyone else, or to raise or fix any overhead, profit or cost element of their price/fee or of that of anyone else;
- d) did not give, offer to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any official, employee or agent of Calhoun County in connection with the submitted bid/proposal; and
- e) did not, directly or indirectly, submit their bid/proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative hereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent, thereof, to any individual or group of individuals, or to any official, employee or agent of Calhoun County prior to the official opening of this bid/proposal.

Affiant further deposes and says: that the bid price(s) or proposed fees contained in this bid/proposal have been carefully checked and is submitted as true and correct, agrees to furnish any and/or all items/services upon which bid prices or proposed fees are awarded and upon the conditions and requirements contained in the bid/proposal.

Signature of Affiant

Printed Name and Title of Affiant

SWORN TO AND SUBSCRIBED BEFORE ME by the above Affiant, who, on oath, states that the facts contained in the above are true and correct, this _____ day of _____, 20_____.

Signature of Notary Public

Notary Stamp/Seal

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

DEBARMENT & SUSPENSION

Executive Order 12549--Debarment and Suspension

Source: The provisions of Executive Order 12549 of Feb. 18, 1986, appear at 51 FR 6370, 3 CFR, 1986 Comp., p. 189, unless otherwise noted.

By the authority vested in me as President by the Constitution and laws of the United States of America, and in order to curb fraud, waste, and abuse in Federal programs, increase agency accountability, and ensure consistency among agency regulations concerning debarment and suspension of participants in Federal programs, it is hereby ordered that:

Section 1. (a) To the extent permitted by law and subject to the limitations in Section 1(c), Executive departments and agencies shall participate in a system for debarment and suspension from programs and activities involving Federal financial and nonfinancial assistance and benefits. Debarment or suspension of a participant in a program by one agency shall have government-wide effect.

(b) Activities covered by this Order include but are not limited to: grants, cooperative agreements, contracts of assistance, loans, and loan guarantees.

(c) This Order does not cover procurement programs and activities, direct Federal statutory entitlements or mandatory awards, direct awards to foreign governments or public international organizations, benefits to an individual as a personal entitlement, or Federal employment.

Sec. 2. To the extent permitted by law, Executive departments and agencies shall:

(a) Follow government-wide criteria and government-wide minimum due process procedures when they act to debar or suspend participants in affected programs.

(b) Send to the agency designated pursuant to Section 5 identifying information concerning debarred and suspended participants in affected programs, participants who have agreed to exclusion from participation, and participants declared ineligible under applicable law, including Executive Orders. This information shall be included in the list to be maintained pursuant to Section 5.

(c) Not allow a party to participate in any affected program if any Executive department or agency has debarred, suspended, or otherwise excluded (to the extent specified in the exclusion agreement) that party from participation in an affected program. An agency may grant an exception permitting a debarred, suspended, or excluded party to participate in a particular transaction upon a written determination by the agency head or authorized designee stating the reason(s) for deviating from this Presidential policy. However, I intend that exceptions to this policy should be granted only infrequently.

Sec. 3. Executive departments and agencies shall issue regulations governing their implementation of this Order that shall be consistent with the guidelines issued under Section 6. Proposed regulations shall be submitted to the Office of Management and Budget for review within four months of the date of the guidelines issued under Section 6. The Director of the Office of Management and Budget may return for reconsideration proposed regulations that the Director believes are inconsistent with the guidelines. Final regulations shall be published within twelve months of the date of the guidelines.

Sec. 4. There is hereby constituted the Interagency Committee on Debarment and Suspension, which shall monitor implementation of this Order. The Committee shall consist of representatives of agencies designated by the Director of the Office of Management and Budget.

Sec. 5. The Director of the Office of Management and Budget shall designate a Federal agency to perform the following functions: maintain a current list of all individuals and organizations excluded from program participation under this Order, periodically distribute the list to Federal agencies, and study the feasibility of automating the list; coordinate with the lead agency responsible for government-wide debarment and suspension of contractors; chair the Interagency Committee established by Section 4; and report periodically to the Director on implementation of this Order, with the first report due within two years of the date of the Order.

Sec. 6. The Director of the Office of Management and Budget is authorized to issue guidelines to Executive departments and agencies that govern which programs and activities are covered by this Order, prescribe government-wide criteria and government-wide minimum due process procedures, and set forth other related details for the effective administration of the guidelines.

Sec. 7. The Director of the Office of Management and Budget shall report to the President within three years of the date of this Order on Federal agency compliance with the Order, including the number of exceptions made under Section 2(c), and shall make recommendations as are appropriate further to curb fraud, waste, and abuse.

Implementation in the SRF Programs

A company or individual who is debarred or suspended cannot participate in primary and lower-tiered covered transactions. These transactions include SRF loans and contracts and subcontracts awarded with SRF loan funds.

Under 40 C.F.R. 32.510, the SRF agency must submit a certification stating that it shall not knowingly enter into any transaction with a person who is proposed for debarment, suspended, declared ineligible, or voluntarily excluded from participation in the SRF program. This certification is reviewed by the EPA regional office before the capitalization grant is awarded.

A recipient of SRF assistance directly made available by capitalization grants must provide a certification that it will not knowingly enter into a contract with anyone who is ineligible under the regulations to participate in the project. Contractors on the project have to provide a similar certification prior to the award of a contract and subcontractors on the project have to provide the general contractor with the certification prior to the award of any subcontract.

In addition to actions taken under 40 C.F.R. Part 32, there are a wide range of other sanctions that can render a party ineligible to participate in the SRF program. Lists of debarred, suspended and otherwise ineligible parties are maintained by the General Services Administration and should be checked by the SRF agency and all recipients of funds directly made available by capitalization grants to ensure the accuracy of certifications.

Additional References

C 40 C.F.R. Part 32: EPA Regulations on Debarment and Suspension.

CERTIFICATION REGARDING DEBARMENT & SUSPENSION AND OTHER RESPONSIBILITY MATTERS

In accordance with the Executive Order 12549, the prospective primary participant certifies to the best of his / her knowledge and belief, that its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification.
- d. Have not within a three-year period preceding this application / proposal had one or more public transactions (federal, state, or local) terminated for cause of default.
- e. Acknowledge that all sub-contractors selected for this project must be in compliance with paragraphs (1) (a – d) of this certification.

Name and Title of Authorized Agent

Date

Signature of Authorized Agent

_____ I am unable to certify to the above statements. My explanation is attached.

Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Printed Name and Title of Contractor's Authorized Official

Date

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

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

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

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

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503 Approved by OMB 0348-0046

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

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

HOUSE BILL 89 VERIFICATION FORM

Certification Required by Texas Government Code Section 2270.001

The 85th Texas Legislature approved new legislation, effective September 1, 2017, which amends Texas Local Government Code Section 1, Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a government entity may not enter into a contract (which includes contracts formed through purchase orders) with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) Does not boycott Israel; and
- 2) Will not boycott Israel during the term of the contract

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, (authorized official) _____, do hereby verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

- 1) Does not boycott Israel currently;
- 2) Will not boycott Israel during the term of the contract; and
- 3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Company Name

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

RESIDENCE CERTIFICATION

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Calhoun County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contract; pertinent provisions of §2252.001 are stated below:

Sec. 2252.001 (3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that _____ is a "Nonresident Bidder" of Texas
(Company Name)
as defined in Government Code §2252.001 and our principal place of business is
_____.
(City and State)

☐ I certify that _____ is a "Resident Bidder" of Texas as
(Company Name)
defined in Government Code §2252.001.

Signature of Authorized Agent

Printed Name and Title of Authorized Agent

Date

**Request for Taxpayer
Identification Number and Certification**

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ ☐ Other (see instructions) ► _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional) CALHOUN COUNTY 202 S ANN ST, PORT LAVACA TX 77979 361-553-4610 FAX: 361-553-4614
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign
Here**

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

INSERT

MATERIAL INFORMATION AND SAFETY DATA SHEETS

Insert one (1) copy of the Material Information and Safety Data Sheet for each insecticide or product Bid on

Bid Item Number (as on the Invitation to Bid Form) must be on each one

COPY OF
CURRENT AWARDED BID TABULATION
FOR THE
CURRENT BID PERIOD
January 1, 2024 through December 31, 2024

AWARD*Awarded Bids are Highlighted in Yellow***BID TABULATION - ANNUAL SUPPLY CONTRACT FOR INSECTICIDES FOR MOSQUITO CONTROL, BID NUMBER: 2024.01 - ALL PRECINCTS****For Period Beginning JANUARY 1, 2024 and Ending DECEMBER 31, 2024**

BID ITEM	UNIT	ADAPCO LLC	CLARKE MOSQUITO CONTROL PRODUCTS INC	RENTOKIL NORTH AMERICA, INC. dba TARGET SPECIALTY PRODUCTS	ES OPCO USA LLC dba VESERIS	HERITAGE LANDSCAPE SUPPLY GROUP *** BIDDER DISQUALIFIED - MISSING SIGNATURE ON INVITATION TO BID FORM ***
BID ITEM #1: MINERAL OIL BVA Mosquito Larvicide Oil - MC30 or Equivalent		BVA 13 or Calpar 80 ULV Mineral Oil	COCOBEAR	BVA 13 ULV	MAXPAR MINERAL OIL	PURESPRAY OIL 10E 55G
	2.5 Gallon Jug	NO BID	NO BID	NO BID	NO BID	NO BID
	5 Gallon Pail	\$98.70	\$216.32	\$87.50	NO BID	NO BID
	50 Gallon Drum	\$974.50	NO BID	\$750.00	\$600.00	NO BID
	55 Gallon Drum	\$1,071.95	\$2,016.32	\$797.50	\$658.00	\$511.14
	275 Gallon Tote	\$5,395.75	\$10,186.00	\$3,080.00	\$3,198.25	NO BID
	1,000 Plus Gallons				\$10.50 Per Gallon (Bulk Delivery)	
BID ITEM #2: MALATHION or Equivalent		Fyfanon ULV Mosquito Active Ingredients: Malathion 96.5%; other 3.5%			Fyfanon ULV Mosquito Active Ingredients: Malathion 96.5%	MALATHION SEC 2.5G
	2 x 2.5 Gallon Case	\$460.60	NO BID	NO BID	\$447.23	\$293.47
	5 Gallon Pail	NO BID	NO BID	NO BID	NO BID	NO BID
	55 Gallon Drum	\$4,823.50	NO BID	NO BID	NO BID	NO BID
	260 Gallon Tote	\$22,094.80	NO BID	NO BID	NO BID	NO BID
BID ITEM #3: MALATHION EW or Equivalent	1,000 Gallons Minimum				\$63.23 Per Gallon Bulk Delivery 1000 plus gallons	
		Fyfanon EW Mosquito Active Ingredients: Malathion				MALATHION SSEC 2.5G
	2.5 Gallon Jug	\$185.80	NO BID	NO BID	NO BID	NO BID
	2 x 2.5 Gallon Case	NO BID	NO BID	NO BID	NO BID	\$293.47
	30 Gallon Drum	NO BID	NO BID	NO BID	NO BID	NO BID
	50 Gallon Drum	\$3,516.00 **50 gallons shipped in a 55 gallon drum	NO BID	NO BID	NO BID	NO BID

BID ITEM	UNIT	ADAPCO LLC	CLARKE MOSQUITO CONTROL PRODUCTS INC	RENTOKIL NORTH AMERICA, INC. dba TARGET SPECIALTY PRODUCTS	ES OPKO USA LLC dba VESERIS	HERITAGE LANDSCAPE SUPPLY GROUP ***** BIDDER DISQUALIFIED - MISSING SIGNATURE ON INVITATION TO BID FORM *****
BID ITEM #4: 30-30 ULV or Equivalent		PermaSease 30-30 Active Ingredients: Permethrin 30.0%; Piperonyl Butoxide 30.0%	Perm-X 30-30 Active Ingredients: Permethrin 30.0%; Piperonyl Butoxide 30.0%	Permanone 30-30 Active Ingredients: Permethrin 30.0%; Piperonyl Butoxide 30.0%	Master Line Kontrol 30-30 Perm-X UL 30-30 Active Ingredients: Permethrin 30.0%; Piperonyl Butoxide 30.0%	PRETORX Perm-X UL 30-30 Active Ingredients: Permethrin 30.0%; Piperonyl Butoxide 30.0%
	2 x 2.5 Gallon Case	\$446.65	\$544.32	\$425.00	\$480.45	\$365.21
	5 Gallon Pail	NO BID	NO BID	NO BID	NO BID	NO BID
	30 Gallon Drum	\$2,647.50	\$9,118.50	\$2,550.00	\$2,750.24	NO BID
	55 Gallon Drum	NO BID	NO BID	NO BID	\$5,041.85	NO BID
BID ITEM #5: 31-66 ULV or Equivalent	275 Gallon Tote	\$24,015.75	\$28,586.25	\$23,375.00	\$25,209.25	NO BID
			Perm-X 31-66 Active Ingredients: Permethrin 31.28%; Piperonyl Butoxide 66%	Permanone 31-66 & Perm-X UL 31-66 Active Ingredients: Permethrin 31.28%; Piperonyl Butoxide 66%	Perm-X UL 31-67 Active Ingredients: Permethrin 31.28%; Piperonyl Butoxide 66%	Active Ingredients: Permethrin 31.28%; Piperonyl Butoxide 66%
	4 x 1 Gallon Case	NO BID	NO BID	\$560.00 (Permanone 31-66)	NO BID	NO BID
	2 x 2.5 Gallon Case	NO BID	NO BID	NO BID	NO BID	NO BID
	30 Gallon Drum	NO BID	\$4,860.00	\$4,200.00 (Permanone 31-66) and (Perm-X UL 31-66)	\$4,285.84	NO BID
BID ITEM #6: 31-67 ULV or Equivalent	275 Gallon Tote	NO BID	\$44,550.00	\$38,500 (Permanone 31-66) and (Perm-X UL 31-66)	\$39,286.56	NO BID
		PermaSease 31-67 Active Ingredients: Permethrin 31.15%; Piperonyl Butoxide 66.85%			Master Line Kontrol 31-67 Active Ingredients: Permethrin 31.15%; Piperonyl Butoxide 66.85%	Active Ingredients: Permethrin 31.15%; Piperonyl Butoxide 66.85%
	4 x 1 Gallon Case	NO BID	NO BID	NO BID	NO BID	NO BID
	2 x 2.5 Gallon Case	\$866.75	NO BID	NO BID	\$720.43	NO BID
	30 Gallon Drum	\$5,200.50	NO BID	NO BID	\$4,300.65	NO BID
	275 Gallon Tote	\$47,671.25	NO BID	NO BID	NO BID	NO BID

BID ITEM	UNIT	ADAPCO LLC	CLARKE MOSQUITO CONTROL PRODUCTS INC	RENTOKIL NORTH AMERICA, INC. dba TARGET SPECIALTY PRODUCTS	ES OFCO USA LLC dba VESERIS	HERITAGE LANDSCAPE SUPPLY GROUP ***** BIDDER DISQUALIFIED - MISSING SIGNATURE ON INVITATION TO BID FORM *****
BID ITEM #7: 4-4 ULV or Equivalent		PermaSease 4-4 (4.5% Permethrin) Active Ingredients: Permethrin 4.0%; Piperonyl Butoxide 4.0%	Perm-X UL 4-4 Active Ingredients: Permethrin 4%; Piperonyl Butoxide 4%	Perm-X UL 4-4 Active Ingredients: Permethrin 4%; Piperonyl Butoxide 4%	MasterLine Control 4-4 Perm-X 4-4 Active Ingredients: Permethrin 4.0%; Piperonyl Butoxide 4.0%	PRENTOX Perm-X UL 4-4 Active Ingredients: Permethrin 4.0%; Piperonyl Butoxide 4.0%
	2 x 2.5 Gallon Case	\$149.70	\$212.22	\$196.00	\$187.15	\$142.39
	30 Gallon Drum	NO BID	NO BID	NO BID	\$857.13	NO BID
	55 Gallon Drum	\$1,682.45	\$1,885.00	\$1,553.75	\$1,571.35	\$1,314.02
	275 Gallon Tote	\$7,944.75	\$9,428.00	\$7,480.00	\$7,856.75	\$5,305.70
BID ITEM #8: 4-8 ULV or Equivalent				Permanone Ready To Use Active Ingredients: Permethrin 3.98%; Piperonyl Butoxide 8.48%		
	2 x 2.5 Gallon Case	NO BID	NO BID	\$276.50	NO BID	NO BID
	30 Gallon Tote	NO BID	NO BID	\$1,581.00	NO BID	NO BID
	55 Gallon Drum	NO BID	NO BID	NO BID	NO BID	NO BID
	275 Gallon Tote	NO BID	NO BID	\$12,718.75	NO BID	NO BID
BID ITEM #9: ALTOSID 30 DAY BRIQUETS or Equivalent			Active Ingredients: (S)-Methoprene 8.62%	Altosid 30 Day Briquets Active Ingredients: (S)-Methoprene 8.62%	Active Ingredients: (S)-Methoprene 8.62%	Active Ingredients: (S)-Methoprene 8.62%
	400 Per Case	NO BID	\$536 - Awarded 2nd	\$536 - Awarded 3rd	\$536.00	\$592.00
	100 Per Case	NO BID	NO BID	NO BID	NO BID	NO BID
	100 Per Case	NO BID	NO BID	NO BID	NO BID	NO BID
	Buy 10 or more cases	NO BID	NO BID	NO BID	NO BID	NO BID

BID ITEM	UNIT	ADAPCO LLC	CLARKE MOSQUITO CONTROL PRODUCTS INC	RENTOKIL NORTH AMERICA, INC. dba TARGET SPECIALTY PRODUCTS	ES OPOC USA LLC dba VESERIS	HERITAGE LANDSCAPE SUPPLY GROUP *** BIDDER DISQUALIFIED - MISSING SIGNATURE ON INVITATION TO BID FORM ***
BID ITEM #10 ALTOSID XR EXTENDED RESIDUAL BRIQUETS - Altosid XR Briquets or Equivalent			Active Ingredients: (S)-Methoprene 2.1%	Altosid XR Extended Residual Briquets Active Ingredients: (S)-Methoprene 2.1%	Active Ingredients: (S)-Methoprene 2.1%	Active Ingredients: (S)-Methoprene 2.1%
	220 Per Case	NO BID	\$842.60	\$842.6 - Awarded 3rd	\$842.6 - Awarded 2nd	NO BID
BID ITEM #11: DELTAGARD or Equivalent				DeltaGard / Imperium Active Ingredients: Deltamethrin 2.0%	Active Ingredients: Deltamethrin 2%	Active Ingredients: Deltamethrin 2%
	2 x 2.5 Gallon Case	NO BID	NO BID	\$1,387.50	NO BID	NO BID
	55 Gallons	NO BID	NO BID	NO BID	NO BID	NO BID
	30 Gallon Drum	NO BID	NO BID	\$8,115.00	NO BID	NO BID
BID ITEM #12 (45 Day): FOURSTAR SUSTAINED RELEASE 45 DAY MICROBIAL BRIQUETS or Equivalent	250 Gallon Drum(Tote)	NO BID	NO BID	\$67,125.00	NO BID	NO BID
			Active Ingredients: Bacillus Sphaericus 6%; Bacillus Thuringiensis Subspedes Iracaelensis 1%			Active Ingredients: Bacillus Sphaericus 6%; Bacillus Thuringiensis Subspedes Iracaelensis 1%
	45 Day --- 200 Per Case	NO BID	\$320.00	NO BID	NO BID	NO BID
BID ITEM #12 (90 Day): FOURSTAR SUSTAINED RELEASE 90 DAY MICROBIAL BRIQUETS or Equivalent						
	90 Day --- 200 Per Case	NO BID	\$532.00	NO BID	NO BID	NO BID
BID ITEM #12 (180 Day): FOURSTAR SUSTAINED RELEASE 180 DAY MICROBIAL BRIQUETS or Equivalent	180 Day --- 200 Per Case	NO BID	\$828.00	NO BID	NO BID	NO BID

ADDITIONAL BID ITEMS

BID ITEM	UNIT	ADAPCO LLC	CLARKE MOSQUITO CONTROL PRODUCTS INC	RENTOKIL NORTH AMERICA, INC. dba TARGET SPECIALTY PRODUCTS	ES OPCO USA LLC dba VESERIS	HERITAGE LANDSCAPE SUPPLY GROUP **** BIDDER DISQUALIFIED - MISSING SIGNATURE ON INVITATION TO BID FORM ***
BID ITEM #13: REMOA TRI		Active Ingredients: 4.0% Fenpropathrin, 1.5% Abamectin; 1.0% C-8910				
	30 Gallon Drum	\$9,000.00				
BID ITEM #14: VECTOBAC 12AS STRAIN AM 65-52		Active Ingredients: 11.61% Bt				
	2 x 2.5 Gallon Case	\$208.45				
BID ITEM #15: AQUA-RESLIN (20-20)	30 Gallon Drum	\$1,250.70				
	2 x 2.5 Gallon			\$750.00 Per Case (Case = 2 x 2.5 Gallon Jugs)		
	30 Gallon Drum			\$4,500.00		
BID ITEM #16: SUMILARV 0.5G AND SUMILARV WSP						
	10 X 1 kg Case			\$488.60 Per Case (Case = 10x1 kg Bags) (Sumilary 0.5G)		
	2 x 5 kg Case			\$466.40 Per Case (Case = 2x5 kg Bags) (Sumilary 0.5G)		
	20 kg Drum			\$932.80 per 20 kg Drum (Sumilary 0.5G)		
	Case of 400 Pouches			\$646.10 Per Case (Case = 400 pouches) (Sumilary WSP)		
BID ITEM #17: NATULAR LARVICIDE: NATULAR G30 WSP			Active Ingredient: Spinosad 2.5%			
	500 Per Case		\$445.60			
BID ITEM #18: NATULAR LARVICIDE XRT			Active Ingredient: Spinosad 6.25%			
	220 Per Case		\$968.00			
BID ITEM #19: NATULAR LARVICIDE T30 - 30 DAY TABLET			Active Ingredient: Spinosad 8.35%			
	400 Per Case		\$681.60			

BID ITEM	UNIT	ADAPCO LLC	CLARKE MOSQUITO CONTROL PRODUCTS INC	RENTOKIL NORTH AMERICA, INC. dba TARGET SPECIALTY PRODUCTS	ES OPCO USA LLC dba VESERIS	HERITAGE LANDSCAPE SUPPLY GROUP **** BIDDER DISQUALIFIED - MISSING SIGNATURE ON INVITATION TO BID FORM ***
BID ITEM #20: MOSQUITO MASTER 412			Active Ingredients: Chlorpyrifos 12.0% Permethrin 4.0%			
	55 Gallon Drum		\$4,076.60			
	30 Gallon Drum		\$2,252.40			
BID ITEM #21: ALTOSID WSP PELLETS (800 TREATMENTS PER CASE)					Active Ingredient: Methoprene 4.25%	
	800 Per Case				\$792.00	
		REMARKS BY BIDDER	REMARKS BY BIDDER	REMARKS BY BIDDER	REMARKS BY BIDDER	REMARKS BY BIDDER
		None	None	None	None	None

CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, 20____ by,
and between the County of Calhoun (hereinafter called "County") and
_____ (hereinafter called "Contractor/Hauler").

WITNESSETH:

WHEREAS, the Contractor/Hauler did on October, 30, 2024, submit a BID for **INSECTICIDES FOR MOSQUITO CONTROL, Bid Number 2025.01** to be used by County Precincts in Calhoun County, Texas.

NOW, THEREFORE, in consideration of the following mutual agreement and covenant, it is understood and agreed by and between the parties hereto as follows:

- a) The Contractor/Hauler is hereby granted the sole and exclusive right and privilege within the territorial jurisdiction of the County and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to perform all of the work and to deliver the Insecticides for Mosquito Control as described in the Contract Documents.
- b) The Contract Documents shall include the following documents, and this Contract does hereby expressly incorporate same herein as if fully set forth verbatim in this Contract:
 - i. Invitation to Bid, Instructions and Term of Contract;
 - ii. General Conditions;
 - iii. Bid Specifications and Conditions;
 - iv. Bid Form;
 - v. This instrument; and
 - vi. Any addenda or changes to the foregoing documents agreed to by the parties hereto.
- c) All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor/Hauler, and no amendment to this Contract shall be made except upon the written consent of the parties and approved by Calhoun County Commissioners Court. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.

INITIALS OF AWARDED CONTRACTOR/HAULER (IN INK): _____ DATE: _____
INITIALS OF COUNTY (IN INK): _____ DATE: _____

d) This contract is entered into subject to the following conditions:

- 1) The Contractor/Hauler shall procure and keep in full force and effect throughout the term of this Contract all of the insurance policies specified in, and required by, the Contract Documents.
- 2) The Contractor/Hauler shall not be liable for the failure to wholly perform his duties if such failure is caused by force majeure. "Force Majeure" means a delay encountered by the Contractor/Hauler in the performance of its obligations under this Contract which is caused by an event beyond the reasonable control of the Contractor/Hauler. Without limiting the generality of the foregoing, "Force Majeure" shall include, but not restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors. Any event constituting a Force Majeure must be reported by the Contractor/Hauler to the County in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.
- 3) The Contractor/Hauler, when required, must deliver all insecticides/products ordered by the County within twenty-four (24) hours from the time of the order or the date and time specified by the County. In the event the Contractor/Hauler is unable to deliver the insecticides/products ordered within twenty-four (24) hours from the time of the order or the date and time specified by the County, the County reserves the right to cancel the order and re-order the said insecticides/products from the vendor which submitted the next lowest bid and can deliver within twenty-four (24) hours or the date and time specified by the County.
- 4) In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of the Contract Documents.

INITIALS OF AWARDED CONTRACTOR/HAULER (IN INK): _____ DATE: _____

INITIALS OF COUNTY (IN INK): _____ DATE: _____

IN WITNESS WHEREOF, THE COUNTY AND CONTRACTOR/HAULER, have caused this Contract to be executed by their authorized agents in one original. Additional copies of the original executed Contract will be distributed to all appropriate parties.

The effective date of this Contract will begin on January 1, 2025 and end on December 31, 2025.

COUNTY:

CALHOUN COUNTY

ATTEST:

CALHOUN COUNTY CLERK
ANNA GOODMAN

By: _____

Honorable Richard H. Meyer
Calhoun County Judge
Calhoun County Courthouse
211 S Ann Street
3rd Floor, Suite 301
Port Lavaca TX 77979

By: _____

Print Name: _____

Title: _____

CONTRACTOR/HAULER:

By: _____

Print Name: _____

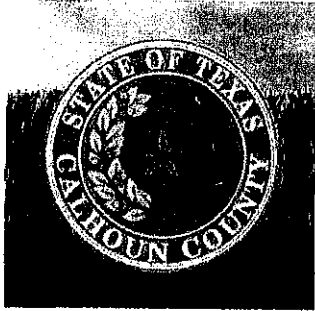
Title: _____

Address: _____

21

21. Public Hearing concerning Petition to Vacate a 7.41 acre portion of Farm Tract 19, 28 Units of Tenant Purchase Subdivision as recorded in Volume Z, Page 78 of the Plat Records of Calhoun County, Texas. (GDR)

Regular Session closed at 10:32
Terry Ruddick explained the Petition to Vacate.
Regular Session opened at 10:35



Richard H. Meyer
County Judge

David Hall, Commissioner, Precinct 1
Vern Lyssy, Commissioner, Precinct 2
Joel Behrens, Commissioner, Precinct 3
Gary Reese, Commissioner, Precinct 4

NOTICE OF PUBLIC HEARING

The Commissioners' Court of Calhoun County, Texas will meet on Wednesday, September 25, 2024 at 10:00 a.m. in the Commissioners' Courtroom in the County Courthouse, 211 S. Ann Street, Suite 104, Port Lavaca, Calhoun County, Texas.

NOTICE IS HEREBY GIVEN that the Calhoun County Commissioners' Court will hold a Public Hearing in the Commissioners' Courtroom, 211 S. Ann Street, Suite 104, in Port Lavaca, Texas, on September 25, 2024 at 10:00 a.m.

Public Hearing concerning a Petition to Vacate a 7.41-acre portion of Farm Tract 19, 28 Units of Tenant Purchase Subdivision as recorded in Volume Z, Page 78 of the Plat Records of Calhoun County, Texas.

This notice is in accordance with Section 111.007 and Section 111.0075 of the Texas Local Government code.

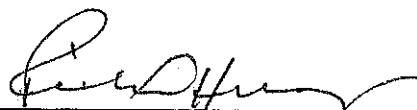
AT 9:20 FILED a M
O'CLOCK

SEP 20 2024

ANNA GOODMAN
COUNTY CLERK, CALHOUN COUNTY, TEXAS

DEPUTY

Kadale Smith


Richard H. Meyer, County Judge
Calhoun County, Texas

A copy of this Notice has been placed on the inside bulletin board of the Calhoun County Courthouse, 211 South Ann Street, Port Lavaca, Texas, which is readily accessible to the general public during regular business hours. This Notice shall remain posted continuously for at least 72 hours preceding the scheduled meeting time. For your convenience, you may visit the county's website at www.calhouncotx.org under "Commissioners' Court Agenda" for any official court postings.



Gary D. Reese
County Commissioner
County of Calhoun
Precinct 4



September 16, 2024

Honorable Richard Meyer
Calhoun County Judge
211 S. Ann
Port Lavaca, TX 77979

RE: AGENDA ITEM

Dear Judge Meyer:

Please place the following item on the Commissioners' Court Agenda for September 25, 2024.

- Public Hearing concerning Petition to Vacate a 7.41 acre portion of Farm Tract 19, 28 Units of Tenant Purchase Subdivision as recorded in Volume Z, Page 78 of the Plat Records of Calhoun County, Texas.

Sincerely,

A handwritten signature in black ink, appearing to read "GDR", written over a horizontal line.

Gary D. Reese

GDR/at



PETITION TO VACATE

7.41 Acres

Farm Tract No. 19, 28 Units of Tenant Purchase Subdivision

THE STATE OF TEXAS}

THE COUNTY OF CALHOUN}

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned being the designated agent of the owners of the property described as a 7.41 acre tract of land situated in the Manuel Lopez Survey, Abstract 25, Calhoun County, Texas and being portion of Farm Tract 19, 28 Units of Tenant Purchase Subdivision as recorded in Volume Z, Page 78 of the Plat Records of Calhoun County, Texas do hereby petition the Calhoun County Commissioner's Court to Vacate said tracts of land, in accordance with Sections 206 and 207 of the Subdivision Regulations and Recreational Vehicle Park Regulations Adopted by Calhoun County Commissioner's Court on November 29, 2004 and amended on December 13, 2007.

The property is proposed to be re-platted in accordance with a plat submitted to the Calhoun County Commissioner's Court.

The petition will be considered by the Calhoun County Commissioner's Court on September 25, 2024 at 10:00 am.

Terry T. Ruddick, R.P.L.S.
Urban Surveying, Inc.
2004 N. Commerce
Victoria, TX 77901
361-578-9837

8/13/24



Victoria
2004 N. Commerce
Victoria, TX 77901
361-578-9837
Firm #: 10021100

San Antonio
12661 Silicon Drive
San Antonio, TX 78249
210-267-8854
Firm #: 10193843

Cuero
104 E. French Street
Cuero, TX 77954
361-277-9061
Firm #: 10021101

urbansurveying.com



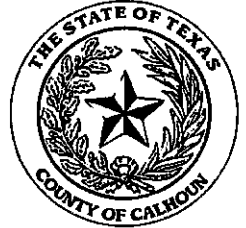
22

22. Consider and take necessary action to Vacate a 7.41-acre portion of Farm Tract 19, 28 Units of Tenant Purchase Subdivision as recorded in Volume Z, Page 78 of the Plat Records of Calhoun County, Texas. (GDR)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese



Gary D. Reese
County Commissioner
County of Calhoun
Precinct 4



September 16, 2024

Honorable Richard Meyer
Calhoun County Judge
211 S. Ann
Port Lavaca, TX 77979

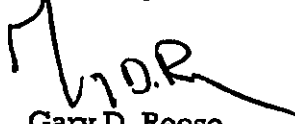
RE: AGENDA ITEM

Dear Judge Meyer:

Please place the following item on the Commissioners' Court Agenda for September 25, 2024.

- Consider and take necessary action to Vacate a 7.41 acre portion of Farm Tract 19, 28 Units of Tenant Purchase Subdivision as recorded in Volume Z, Page 78 of the Plat Records of Calhoun County, Texas.

Sincerely,


Gary D. Reese

GDR/at

23

23. Consider and take necessary action on declaring the following Items Salvage/Waste and removing them for the County Judge's Inventory: (RHM)

- a) Binding Machine – Inventory No: 401-0047
- b) Computer – Inventory No: 402-0042
- c) Computer – Inventory No: 401-0064
- d) iPhone XSM 25 – Inventory No: 401-0065
- e) Typewriter – Inventory No: 403-0076

RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Vern Lyssy, Commissioner Pct 2
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

Calhoun County, Texas WASTE DECLARATION REQUEST FORM

Department Name: 260-County Judge

Requested By: Debbie Vickery

[illegible]

24

24. Consider and take necessary action on transferring the following items from the Commissioners Court Inventory and transfer to the following:

To the County Judge's Inventory:

- a) Chairs (2) – Inventory No: 402-0020 to the County Judge's
- b) File Cabinets (5) – Inventory No: 402-0006 Serial No: 16, 17, 18, 26, 278

To Justice of the Peace Pct.5

- c) Computer – Inventory No: 401-0066

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Vern Lyssy, Commissioner Pct 2
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

Calhoun County, Texas
DEPARTMENTAL INVENTORY TRANSFER REQUEST FORM

Department Name: 230 – COMMISSIONERS COURT
Requested By: Debbie Vickery

[illegible]

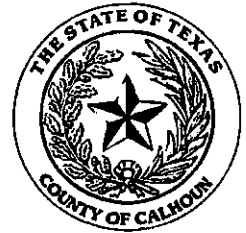
25

25. Consider and take necessary action to accept Maintenance Agreement with Victoria Air Conditioning, Ltd for (2) Mini Splits Heat Pump and (1) DX Split System Electric Heat at an annual cost of \$1,816.00 to be billed quarterly at \$454.00 and authorize Commissioner Gary Reese to sign agreement. (GDR)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joel Behrens, Commissioner Pct 3
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese



Gary D. Reese
County Commissioner
County of Calhoun
Precinct 4



September 17, 2024

Honorable Richard Meyer
Calhoun County Judge
211 S. Ann
Port Lavaca, TX 77979

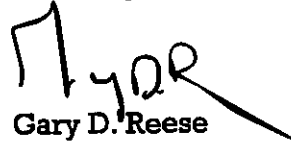
RE: AGENDA ITEM

Dear Judge Meyer:

Please place the following item on the Commissioners' Court Agenda for September 25, 2024.

- Consider and take necessary action to accept Maintenance Agreement with Victoria Air Conditioning, Ltd for (2) Mini Splits Heat Pump and (1) DX Split System Electric Heat at an annual cost of \$1,816.00 to be billed quarterly at \$454.00 and authorize Commissioner Gary Reese to sign agreement.

Sincerely,


Gary D. Reese

GDR/at



200 S. Ben Jordan
Victoria, Texas 77901
(361) 578-5241
Fax 576-0811

Proposal Date: 9/12/2024

Peak Performance HVAC Maintenance Agreement

4 Maintenance & Filter Change with Task List

Designed Especially For

CALHOUN CTY PRECINCT 4 – OFFICE

PO BOX 177, SEADRIFT TX 77983

APRIL.TOWNSEND@CALHOUNCOTX.ORG

ATTENTION: GARY REESE/APRIL TOWNSEND

EQUIPMENT LOCATED AT:

104 E DALLAS, SEADRIFT TX 77983

PHONE NUMBER

361-785-3141

VAC is pleased to offer you this maintenance agreement for your Air Conditioning and Heating Systems listed in this agreement. VAC will check your equipment based on our task lists as it applies to your specific HVAC equipment. Equipment maintenance and inspections will be done on a quarterly basis with complete task list being performed. Pleated air filters will be replaced quarterly. Service records with task lists will be kept on file at our office. These lists can be emailed to you upon request.

An initial system inspection will be performed during our first maintenance at your facility. A list of all required repairs will be given to the owner for review and approval.

1. Commercial maintenance agreement customers receive priority, emergency demand service at all times.
2. This agreement is in effect from the date it is signed by VAC and is automatically renewed at the end of each year at the current contract amount unless it is canceled in writing, by either party. Intent to cancel shall be given at least (30) thirty days in advance. If VAC needs to increase the renewal price of the contract, we will submit a revised contract to the customer for their consideration.
3. If another contractor works on the equipment covered under this agreement, VAC retains the right to terminate this agreement.

4. If our inspection should uncover problems which require additional service or repair, you will be advised in writing. Your approval is required before any additional work can be performed.

5. Any repair and/or emergency labor costs will be billed at the current commercial demand service rate and current commercial demand service overtime rate (one-man rate). A two-man rate is used only when the work requires additional help and will be billed at our current two-man rate. Overtime is any work not performed between the hours of 8:00 A.M to 4:30 P.M. Monday through Friday excluding holidays.

6. VAC reserves the right to cease services under this agreement at any time, should the contract billing not be paid.

7. Effective date begins upon Victoria Air Conditioning, LTD execution of this contract.

Annual Cost of this agreement shall be \$ 1816.00 plus sales tax (if applicable)

Billing will occur in increments of 454.00 plus sales tax (if applicable) to be

billed upon completion of each maintenance trip.

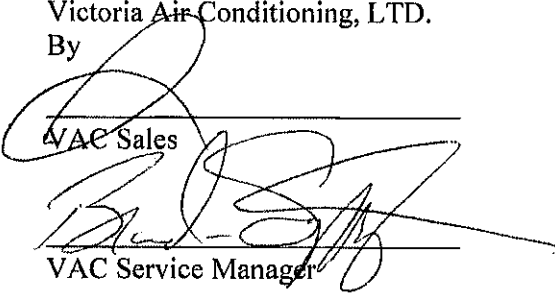
This price will remain in effect for 30 days from the date of this proposal.

Equipment and locations to be covered under this agreement is listed below or attached.

2-MINI SPLITS HEAT PUMP

1-DX SPLIT SYSTEMS ELECTRIC HEAT

Victoria Air Conditioning, LTD.
By


VAC Sales

VAC Service Manager

Date:

9/16/2024

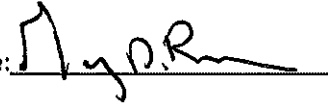
Customer:

Address:

Name: Gary D. Reese

Title: Calhoun County Commissioner, Precinct 4

Signature:



Date: 09/25/2024

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Victoria Air Conditioning Ltd
Victoria, TX United States

Certificate Number:
2024-1215180

Date Filed:
09/16/2024

Date Acknowledged: 9/25/24 *BAV*

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Calhoun County Precinct 4 Commissioners Court

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

CMC Precinct 4 Office
HVAC Maintenance Contract

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Heilker, Gay	Victoria, TX United States	X	
	Heilker, Warren	Victoria, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Brandon Sappington, and my date of birth is [REDACTED].

My address is [REDACTED], USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Victoria County, State of Texas, on the 16 day of September, 2024.
(month) (year)

Brandon Sappington
Signature of authorized agent of contracting business entity
(Declarant)

26

26. Consider and take necessary action to renew the Motorola Solutions Service Agreement Contract Number USC000247810 for Maintenance and Support for a two-year term in the amount of \$191,909.85 and authorize the County Judge to sign. (RHM)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2548369
Contract Number: USC000247810
Contract Modifier: R03-MAR-24 11:16:45

Date:03/03/2024

Company Name: CALHOUN COUNTY

Attn:

Billing Address: 202 S ANN

City, State, Zip: PORT LAVACA , TX, 77979

Customer Contact:

Phone:

Required P.O. :

PO # :

Customer # :1011955294

Bill to Tag # :

Contract Start Date :01-Jul-2024

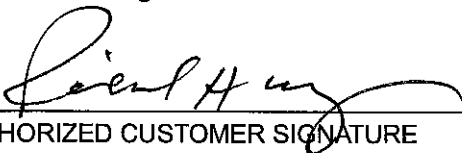
Contract End Date :30-Jun-2026

Payment Cycle :ANNUALLY

Qty	Service Name	Service Description	Extended Amt
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	\$0.00
	LSV01S01107A	ASTRO SYSTEM ESSENTIAL PLUS PACKAGE	\$128,297.03
	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II	\$46,159.47
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC	\$17,453.35
		Subtotal - Recurring Services	\$7,996.24
			\$191,909.85
		Subtotal - One-Time Event Services	\$0.00
			\$0.00
		Total	\$191,909.85
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA			

SPECIAL INSTRUCTIONS:

I have received Applicable Statements of Work which describe the Services and cybersecurity services provided on this Agreement. Motorola's Terms and Conditions, including the Cybersecurity Online Terms Acknowledgement, are attached hereto and incorporate the Cyber Addendum (available at https://www.motorolasolutions.com/en_us/managed-support-services/cybersecurity.html) by reference. By signing below Customer acknowledges these terms and conditions govern all Services under this Service Agreement.


AUTHORIZED CUSTOMER SIGNATURE

County Judge
TITLE

9-25-2024
DATE

Richard H. Meyer
CUSTOMER (PRINT NAME)



MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2548369
Contract Number: USC000247810
Contract Modifier: R03-MAR-24 11:16:45

Reid Russek

CSM

9/19/2024

MOTOROLA REPRESENTATIVE(SIGNATURE)

TITLE

DATE

Reid Russek

832-361-1002

MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE

Company Name : CALHOUN COUNTY
Contract Number : USC000247810
Contract Modifier : R03-MAR-24 11:16:45
Contract Start Date : 01-Jul-2024
Contract End Date : 30-Jun-2026



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL 60661
(888) 325-9336

Quote Number : QUOTE-2548369
Contract Number: USC000247810
Contract Modifier: R03-MAR-24 11:16:45

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2548369
Contract Number: USC000247810
Contract Modifier: R03-MAR-24 11:16:45

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2548369
Contract Number: USC000247810
Contract Modifier: R03-MAR-24 11:16:45

ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties; whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL 60661
(888) 325-9336

Quote Number : QUOTE-2548369
Contract Number: USC000247810
Contract Modifier: R03-MAR-24 11:16:45

17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Sept 03, 2022



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2548369
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Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. Applicability and Self Deletion. This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.

NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.

2. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at <http://www.motorolasolutions.com/cyber-renewals-integrations> are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

3. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The Parties hereby enter into this Acknowledgement as of the last signature date below.

Revised Sept 03, 2022

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27. Consider and take necessary action on to accept G&W's recommendations for the first payment of \$257,375.61 to Con-Metal Contractors, Inc. for the Recycle Waste Transfer Station Project. (VLL)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Vern Lyssy, Commissioner Pct 2
SECONDER:	David Hall, Commissioner Pct 1
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

Vern Lyssy

Calhoun County Commissioner, Precinct #2

5812 FM 1090
Port Lavaca, TX 77979



(361) 552-9656
Fax (361) 553-6664

September 19, 2024

Honorable Richard Meyer
Calhoun County Judge
211 S. Ann
Port Lavaca, TX 77979

RE: AGENDA ITEM

Dear Judge Meyer:

Please place the following item on the next Commissioners' Court Agenda

- Consider and take necessary action on to accept G&W's recommendations for the first payment of \$257,375.61 to Con-Metal Contractors, Inc. for the Recycle Waste Transfer Station Project.

Sincerely,

Vern Lyssy

VL/lj

RECOMMENDATION OF PAYMENT

No. 1

OWNER's Project No. _____

ENGINEER's Project No. 5310.023

Project BID NUMBER 2024.04 – RECYCLE WASTE TRANSFER STATION PROJECT

CONTRACTOR CON-METAL CONTRACTORS, INC.

Contract for Recycle Waste Transfer Station Project Contract Date March 27, 2024

Application Date September 5, 2024 Application Amount \$257,375.61

Period Start Date May 13, 2024 Period Ending Date September 5, 2024

To COUNTY OF CALHOUN
Owner

Attached hereto is the CONTRACTOR's Application for Payment for Work accomplished under the Contract through the date indicated above. To the extent that we have been present on the project site as outlined in our Engineering Agreement, we believe that the Application meets the requirements of the Contract Documents and includes the CONTRACTOR's Certificate stating that all previous payments to him under the Contract have been applied by him to discharge in full all of his obligations in connection with the Work covered by all prior Applications for Payments.

In accordance with the Contract, the undersigned, subject to the limitation in the preceding paragraph, recommends payment to the CONTRACTOR of the amount due as shown below.

G & W Engineers, Inc.

Dated September 19, 2024

By: Scott P. Mason, P.E.
Scott P. Mason, P.E.

STATEMENT OF WORK

Original Contract Price	\$ <u>650,452.75</u>	Work to Date	\$ <u>285,972.90</u>
Net Change Orders ()	\$ <u>-</u>	Amount Retained	\$ <u>(28,597.29)</u>
Current Contract Price	\$ <u>650,452.75</u>	Subtotal	\$ <u>257,375.61</u>
Work to be Done	\$ <u>364,479.85</u>	Previous Payments Recommended	\$ _____
		Amount Due This Payment	\$ <u>257,375.61</u>

G & W ENGINEERS, INC.
205 W. Live Oak St.
Port Lavaca, Texas 77979
(361) 552-4509



INVOICE

INVOICE #26624-01
DATE: 09/05/2024

BILL TO: Calhoun County
211 South Ann Street, Third Floor, Ste 301
Port Lavaca, TX 77979

ATTN: Accounting Dept.

SHIPPED VIA	PROJECT NO.	CONTRACT NO.	TERMS
Cor-Metal Contractors	2024.04 - Recycle Waste Transfer Station Project		NET 10

Item	Description of Work	Quote Qty	Unit	Unit Price	Value Total	QTY	Total Qty to Date	From Previous	Requesting This Period	Total Completed To Date	Percent Complete	Balance to Finish	Retention This Period
1	Furnish all necessary equipment materials, and labor for mobilization, demobilizations, barricades, and insurance.	1	LS	\$26,000.00	\$26,000.00	80%	80%	\$ -	\$20,800.00	\$ 20,800.00	80%	\$5,200.00	\$ 2,080.00
2	Furnish all necessary equipment materials, and labor for the installation of the building foundation complete in place, including select fill as designed and includes incorporated concrete push walls and in accordance with the drawings and specifications.	1	LS	\$263,000.00	\$263,000.00	70%	70%	\$ -	\$184,100.00	\$ 184,100.00	70%	\$78,900.00	\$ 18,410.00
3	Furnish all necessary equipment, materials, and labor for the installation of the pre-engineered metal building, siding, gutter system, and roof in accordance with the drawing and specifications. The item includes any engineering cost/fees to receive stamped FEMB drawings from manufacturer	1	LS	\$188,000.00	\$188,000.00	40%	40%	\$ -	\$75,200.00	\$ 75,200.00	40%	\$112,800.00	\$ 7,520.00

INVOICE

Option 1	Furnish all necessary equipment, materials, and labor for the installation of the 8" thick reinforced concrete pavement in accordance with the drawings and specifications	3,470	SF	\$9.94	\$34,491.80	0	0	\$ -	\$0.00	\$ -	0%	\$34,491.80	\$ -
Option 2	Furnish all necessary equipment, materials, and labor for the installation of the 8" thick limestone pavement (complete in place and in final position) in accordance with the drawings and specifications	17,160	SF	\$6.57	\$112,741.20	0	0	\$ -	\$0.00	\$ -	0%	\$112,741.20	\$ -
Option 3	Furnish all necessary equipment, material, and labor for the installation of the 24" HDPE storm pipe in accordance with the drawings and specifications	77	LF	\$102.60	\$7,900.20	38	38	\$ -	\$3,898.80	\$3,898.80	50%	\$4,001.40	\$389.88
Option 4	Furnish all necessary equipment, materials, and labor for the installation of the 15" HDPE storm pipe in accordance with the drawings and specifications	77	LF	\$51.95	\$4,000.15	38	38	\$ -	\$1,974.10	\$1,974.10	50%	\$2,026.05	\$197.41
Option 5	Furnish all necessary equipment, materials, and labor for the installation of the pre-cast concrete safety end treatment for 15" storm pipes in accordance with the drawings and specifications	2	EA	\$2,687.50	\$5,375.00	0	0	\$ -	\$0.00	\$ -	0%	\$5,375.00	\$ -
Option 6	Furnish all necessary equipment, materials, and labor for the installation of the pre-cast safety end treatments for 24" storm pipes in accordance with the drawings and specifications	2	EA	\$2,322.50	\$4,645.00	0	0	\$ -	\$0.00	\$ -	0%	\$4,645.00	\$ -

INVOICE

Option 7	Furnish all necessary equipment, materials, and labor for the installation of the drainage swales in accordance with the drawings and specifications	370	LF	\$11.62	\$4,299.40	0	0	\$ -	\$0.00	\$ -	0%	\$4,299.40	\$ -
Option 8	Furnish all necessary equipment, materials, and labor for the installation of the general fill material and site grading in accordance with the drawings and specifications. Use/reuse of excavated onsite materials from foundation excavation acceptable.	1	LS	\$ -	\$ -	-	-	\$ -	\$ -	\$ -	-	\$ -	\$ -
Subtotal										\$285,972.90			
Less Retainage										\$ 28,597.29			
Total										\$257,375.61			

CONTRACTOR'S CONDITIONAL WAIVER AND RELEASE
ON PROGRESS PAYMENT

THE STATE OF TEXAS §
COUNTY OF CALHOUN §

Project: **BID NUMBER 2024.04 - RECYCLE WASTE TRANSFER STATION FOR
CALHOUN COUNTY, TEXAS**

Job No. **5310.023**

On receipt by the signer of this document of a check from **CALHOUN COUNTY** (*maker of check*) in the sum of \$ 257,375.61 payable to **CON-METAL CONTRACTORS, INC.** (*payee or payees of check*) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property or easements of **CALHOUN COUNTY** (*owner*) located at 900 Landfill Road, Port Lavaca, Texas to the following extent: **BID NUMBER 2024.04 - RECYCLE WASTE TRANSFER STATION FOR CALHOUN COUNTY, TEXAS** (*job description*).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to **CALHOUN COUNTY** (*person with whom signer contracted*) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

CON-METAL CONTRACTORS, INC.

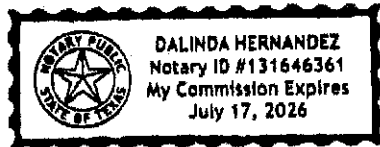
(CONTRACTOR'S NAME)

Signed By: Jessica Perez

Print Name: Jessica Perez

Title: Office Admin

SUBSCRIBED AND SWORN TO BEFORE ME by Jessica Perez,
on September 18, 2024, to certify which witness my hand and seal of office.



Dalinda H. Hernandez
Notary Public, State of Texas

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28. Accept Monthly Reports from the following County Offices:

- i. Justice of the Peace, Pct 3 – August 2024
- ii. Texas Agrilife Extension Service – August 2024
 - a. 4-H and Youth Development
 - b. Agriculture and Nature Resources
 - c. Family and Community Health
 - d. Coastal and Marine

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Vern Lyssy, Commissioner Pct 2
SECONDER:	David Hall, Commissioner Pct 1
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

Debbie Vickery

From: Lesa.Jurek@calhouncotx.org (Lesa Jurek) <Lesa.Jurek@calhouncotx.org>
Sent: Thursday, September 19, 2024 4:50 PM
To: Debbie.Vickery@calhouncotx.org
Subject: Agenda Item
Attachments: 9-25 RC.pdf

Please put on next agenda

Thank you and have a blessed day.

Lesa Jurek

Office Manager
Calhoun County, Pct. 2
5812 FM 1090 N
Port Lavaca, TX 77979
361-552-9656
361-553-6664 fax

Calhoun County Texas

ENTER COURT NAME:
ENTER MONTH OF REPORT
ENTER YEAR OF REPORT 2022

JUSTICE OF PEACE NO. 3
AUGUST
2024

CODE AMOUNT

REVISED 02/02/2021

CASH BONDS	
ADMINISTRATION FEE - ADMF	20.00
BREATH ALCOHOL TESTING - BAT	
CONSOLIDATED COURT COSTS - CCC	120.04
STATE CONSOLIDATED COURT COST- 2020	539.88
LOCAL CONSOLIDATED COURT COST- 2020	124.86
COURTHOUSE SECURITY - CHS	12.00
CJP	
CIVIL JUSTICE DATA REPOSITORY FEE - CJDR	
CORRECTIONAL MANAGEMENT INSTITUTE - CMI	
CR	
CHILD SAFETY - CS	
CHILD SEATBELT FEE - CSBF	
CRIME VICTIMS COMPENSATION - CVC	
DPSC/FAILURE TO APPEAR - OMNI - DPSC	60.00
ADMINISTRATION FEE FTA/FTP (aka OMNI)- 2020	21.89
ELECTRONIC FILING FEE - EEF	
FUGITIVE APPREHENSION - FA	
GENERAL REVENUE - GR	
CRIM - IND LEGAL SVCS SUPPORT - IDF	6.00
JUVENILE CRIME & DELINQUENCY - JCD	
JUVENILE CASE MANAGER FUND - JCMF	10.68
JUSTICE COURT PERSONNEL TRAINING - JCPT	
JUROR SERVICE FEE - JSF	12.02
LOCAL ARREST FEES - LAF	22.60
LEMI	
LEOA	
LEOC	
OCL	
PARKS & WILDLIFE ARREST FEES - PWAF	
STATE ARREST FEES - SAF	35.94
SCHOOL CROSSING/CHILD SAFETY FEE - SCF	
SUBTITLE C - SUBC	0.03
STATE TRAFFIC FINES-EST 9.1.19- STF	338.15
TABC ARREST FEES - TAF	
TECHNOLOGY FUND - TF	12.00
TRAFFIC - TFC	
LOCAL TRAFFIC FINE- 2020	20.29
TIME PAYMENT - TIME	25.00
TIME PAYMENT REIMBURSEMENT FEE- 2020	2.83
TRUANCY PREVENTION/DIVERSION FUND - TPDF	4.00
LOCAL & STATE WARRANT FEES - WRNT	200.00
COLLECTION SERVICE FEE-MVBA - CSRV	397.83
DEFENSIVE DRIVING COURSE - DDC	10.00
DEFERRED FEE - DFF	196.00
DRIVING EXAM FEE- PROV DL	
FILING FEE - FFEE	
STATE CONSOLIDATED CIVIL FEE - 2022	42.00
LOCAL CONSOLIDATED CIVIL FEE - 2022	66.00
FILING FEE SMALL CLAIMS - FFSC	
JURY FEE - JF	
COPIES/CERTIFIED COPIES - CC	
INDIGENT FEE - CIFF or INDF	
JUDGE PAY RAISE FEE - JPAY	18.01
SERVICE FEE - SFEE	
OUT-OF-COUNTY SERVICE FEE	
ELECTRONIC FILING FEE - EEF CV	
EXPUNGEMENT FEE - EXPG	
EXPIRED RENEWAL - EXPR	
ABSTRACT OF JUDGEMENT - AOJ	
ALL WRITS - WOP / WOE	
DPS FTA FINE - DPSF	290.00
LOCAL FINES - FINE	1,383.45
LICENSE & WEIGHT FEES - LWF	
PARKS & WILDLIFE FINES - PWF	
SEATBELT/UNRESTRAINED CHILD FINE - SEAT	
JUDICIAL & COURT PERSONNEL TRAINING-JCPT	
* OVERPAYMENT (OVER \$10) - OVER	
* OVERPAYMENT (\$10 AND LESS) - OVER	
RESTITUTION - REST	
PARKS & WILDLIFE-WATER SAFETY FINES-WSF	
MARINE SAFETY PARKS & WILDLIFE - MSO	
TOTAL ACTUAL MONEY RECEIVED	\$3,971.50

TYPE: AMOUNT

TOTAL WARRANT FEES 200.00

ENTER LOCAL WARRANT FEES 200.00

STATE WARRANT FEES \$0.00

RECORD ON TOTAL PAGE OF HILL COUNTRY SOFTWARE MO. REPORT

RECORD ON TOTAL PAGE OF HILL COUNTRY SOFTWARE MO. REPORT

DUE TO OTHERS: AMOUNT

DUE TO CCISD - 50% of Fine on JV cases 0.00

DUE TO DA RESTITUTION FUND 0.00

REFUND OF OVERPAYMENTS 0.00

OUT-OF-COUNTY SERVICE FEE 0.00

CASH BONDS 0.00

PLEASE INCLUDE D.R. REQUESTING DISBURSEMENT

PLEASE INCLUDE D.R. REQUESTING DISBURSEMENT

PLEASE INCLUDE D.R. REQUESTING DISBURSEMENT

PLEASE INCLUDE D.R. REQUESTING DISBURSEMENT

PLEASE INCLUDE D.R. REQUESTING DISBURSEMENT (IF REQUIRED)

TOTAL DUE TO OTHERS \$0.00

TREASURERS RECEIPTS FOR MONTH: AMOUNT

CASH, CHECKS, M.O.s & CREDIT CARDS \$3,971.50

TOTAL TREAS. RECEIPTS \$3,971.50

Calculate from ACTUAL Treasurer's Receipts

Handwritten signature
9-25-24

MONTHLY REPORT OF COLLECTIONS AND DISTRIBUTIONS

9/4/2024

COURT NAME: JUSTICE OF PEACE NO. 3
MONTH OF REPORT: AUGUST
YEAR OF REPORT: 2024

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
CR 1000-001-45013	FINES	1,653.45
CR 1000-001-44190	SHERIFF'S FEES	251.35
ADMINISTRATIVE FEES:		
	DEFENSIVE DRIVING	10.00
	CHILD SAFETY	0.00
	TRAFFIC	20.29
	ADMINISTRATIVE FEES	237.89
	EXPUNGEMENT FEES	0.00
	MISCELLANEOUS	0.00
	TOTAL ADMINISTRATIVE FEES	268.18
CR 1000-001-44363	CONSTABLE FEES-SERVICE	0.00
CR 1000-001-44010	JP FILING FEES	0.00
CR 1000-001-44063	COPIES / CERTIFIED COPIES	0.00
CR 1000-001-44090	OVERPAYMENTS (LESS THAN \$10)	0.00
CR 1000-001-49110	TIME PAYMENT REIMBURSEMENT FEE	2.83
CR 1000-001-44322	SCHOOL CROSSING/CHILD SAFETY FEE	0.00
CR 1000-001-44145	DUE TO STATE-DRIVING EXAM FEE	0.00
CR 1000-999-20741	DUE TO STATE-SEATBELT FINES	0.00
CR 1000-999-20744	DUE TO STATE-CHILD SEATBELT FEE	0.00
CR 1000-999-20745	DUE TO STATE-OVERWEIGHT FINES	0.00
CR 1000-999-20746	DUE TO JP COLLECTIONS ATTORNEY	397.83
CR 1000-999-20770	TOTAL FINES, ADMIN. FEES & DUE TO STATE	\$2,573.64
CR 2670-001-44063	COURTHOUSE SECURITY FUND	\$52.70
CR 2720-001-44063	JUSTICE COURT SECURITY FUND	\$3.00
CR 2719-001-44063	JUSTICE COURT TECHNOLOGY FUND	\$47.67
CR 2699-001-44063	JUVENILE CASE MANAGER FUND	\$10.68
CR 2730-001-44063	LOCAL TRUANCY PREVENTION & DIVERSION FUND	\$44.59
CR 2669-001-44063	COUNTY JURY FUND	\$0.89
CR 2728-001-44063	JUSTICE COURT SUPPORT FUND	\$50.00
CR 2677-001-44063	COUNTY DISPUTE RESOLUTION FUND	\$10.00
CR 2725-001-44063	LANGUAGE ACCESS FUND	\$6.00
STATE ARREST FEES		
	DPS FEES	7.19
	P&W FEES	0.00
	TABC FEES	0.00
	TOTAL STATE ARREST FEES	7.19
CR 7020-999-20740	CCC-GENERAL FUND	12.00
CR 7070-999-20610	CCC-STATE	108.04
DR 7070-999-10010		120.04
CR 7072-999-20610	STATE CCC- GENERAL FUND	53.99
CR 7072-999-20740	STATE CCC- STATE	485.89
DR 7072-999-10010		539.88
CR 7860-999-20610	STF/SUBC-GENERAL FUND	0.00
CR 7860-999-20740	STF/SUBC-STATE	0.03
DR 7860-999-10010		0.03
CR 7860-999-20610	STF- EST 9/1/2019- GENERAL FUND	13.53
CR 7860-999-20740	STF- EST 9/1/2019- STATE	324.62
DR 7860-999-10010		338.15

MONTHLY REPORT OF COLLECTIONS AND DISTRIBUTIONS

9/4/2024

COURT NAME: JUSTICE OF PEACE NO. 3
MONTH OF REPORT: AUGUST
YEAR OF REPORT: 2024

CR 7950-999-20610	TP-GENERAL FUND	12.50
CR 7950-999-20740	TP-STATE	12.50
DR 7950-999-10010		<u>25.00</u>
CR 7480-999-20610	CIVIL INDIGENT LEGAL-GEN. FUND	0.00
CR 7480-999-20740	CIVIL INDIGENT LEGAL-STATE	0.00
DR 7480-999-10010		<u>0.00</u>
CR 7865-999-20610	CRIM-SUPP OF IND LEG SVCS-GEN FUND	0.60
CR 7865-999-20740	CRIM-SUPP OF IND LEG SVCS-STATE	5.40
DR 7865-999-10010		<u>6.00</u>
CR 7970-999-20610	TL/FTA-GENERAL FUND	20.00
CR 7970-999-20740	TL/FTA-STATE	40.00
DR 7970-999-10010		<u>60.00</u>
CR 7505-999-20610	JPAY - GENERAL FUND	1.80
CR 7505-999-20740	JPAY - STATE	16.21
DR 7505-999-10010		<u>18.01</u>
CR 7857-999-20610	JURY REIMB. FUND- GEN. FUND	1.20
CR 7857-999-20740	JURY REIMB. FUND- STATE	10.82
DR 7857-999-10010		<u>12.02</u>
CR 7856-999-20610	CIVIL JUSTICE DATA REPOS.- GEN FUND	0.00
CR 7856-999-20740	CIVIL JUSTICE DATA REPOS.- STATE	0.00
DR 7856-999-10010		<u>0.00</u>
CR 7502-999-20740	JUD/CRT PERSONNEL TRAINING FUND- STATE	0.00
DR 7502-999-10010		<u>0.00</u>
7998-999-20740	TRUANCY PREVENT/DIV FUND - STATE	2.00
7998-999-20701	JUVENILE CASE MANAGER FUND	2.00
DR 7998-999-10010		<u>4.00</u>
7403-999-22889	ELECTRONIC FILING FEE - CV STATE	0.00
DR 7403-999-22889		<u>0.00</u>
7858-999-20740	STATE CONSOLIDATED CIVIL FEE	42.00
		<u>42.00</u>

TOTAL (Distrib Req to Oper Acct) \$3,971.50

DUE TO OTHERS (Distrib Req Attchd)

CALHOUN COUNTY ISD	0.00
DA - RESTITUTION	0.00
REFUND OF OVERPAYMENTS	0.00
OUT-OF-COUNTY SERVICE FI	0.00
CASH BONDS	0.00
PARKS & WILDLIFE FINES	0.00
WATER SAFETY FINES	0.00

TOTAL DUE TO OTHERS \$0.00

TOTAL COLLECTED-ALL FUNDS \$3,971.50

LESS: TOTAL TREASUER'S RECEIPTS \$3,971.50

OVER/(SHORT) \$0.00

REVISED 02/02/2021

Agriculture and Natural Resources
EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT
August 2024

Miles traveled: County Vehicle: 75 Personal Vehicle: 0

Selected major activities since last report

1st- Calhoun County Cattle (clinic) Progress show
2nd – Precinct 2 Livestock Visit Check
4th – Calhoun 4H Achievement Banquet
7th – Calhoun County Jr. Livestock Meeting
12th – Bee 101 Meeting
13th – Ferrel Hog Grant Application
14th – Precinct 2 Oak Tree Check
20th – AgriLife FCH Lunch and Learn
20th – Submit Grant
21st – Cattlemen's Meeting
21st- DAR Meeting
26th- Soybean Harvest
27th- 4-H Shotgun Coaches and Volunteer Meeting
29th & 30th - Cotton Harvest

Direct Contacts by:

Office: 7	E-mail: 75	Facebook Posts/Followers: 15 posts/629 followers
Site: 10	Newsletters: 1	Instagram Posts/Followers: 0 Post/ 0 followers
Phone/Texts: 25		

Major events for next month – September 2024

5th – 8th – Texas Farm Bureau Fall Farm Tour (Alpine Texas)
10th - Calhoun County Fair Rabbit Clinic 2
12th – Beekeeping 101
14th – Fair Workday
17th – Calhoun County Texas Farm Bureau Annual Meeting
23rd & 24th – Well Water Education Program

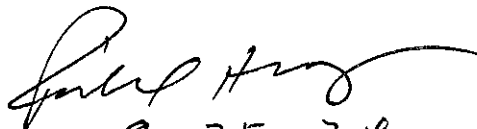
Hailey Hayes

Calhoun

CEA – Agriculture and Natural Resources

September 4, 2024

Texas A&M AgriLife Extension · The Texas A&M University System · College Station, Texas


9-25-24

4-H and Youth Development
EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT
August 2024

Miles traveled: County Vehicle 366; Personal Vehicle 0

Selected major activities since last report

August 1 – CCF Steer/Heifer Progress Show
August 4 – 4-H Achievement Banquet
August 5-8 – TAE4-HYDP State Conference (Granbury)
August 10 – CCF Poultry Clinic
August 12 – Meeting with 4-H Shotgun Coaches
Program Planning Meeting with RPLs
Planning Meeting with POC Teacher
August 18 – CCF Rabbit Clinic
August 20 – CCF Sheep/Goat Progress Show
August 21 – Poultry Project Visit
August 23 – CCF Roaster Pick Up (College Station)
August 26 – County 4-H Council Meeting
August 27 – 4-H Shotgun Meeting

Direct Contacts by:

Office: 5	E-mail: 122	Facebook Posts/Followers: 6 posts/682 followers
Site: 7	Newsletters: 1	Instagram Posts/Followers: 5 posts/262 followers
Phone/Texts: 29	4-H Enrollment: 176 youth; 29 adult volunteers	

Major events for next month – September 2024

September 3 – Marine Expo Planning Meeting
TSU Mock Interview
CCF Rabbit Tag In
September 4 – TSU Mock Interview
CCF Livestock Meeting
September 5 – Dollars & Sense Program – Seadrift 6th Grade
September 6 – CCF Broiler Pick Up
September 10 – Seadrift Open House
September 11 – It's Your Money Program – Seadrift 7th Grade
September 12 – Dollars & Sense Program – Seadrift 6th Grade
September 14 – CCF Fair Set Up
CCF Cattle Clinic II
CCF Sheep/Goat Clinic II
September 18 – It's Your Money Program – Seadrift 7th Grade
September 19 – Dollars & Sense Program – Seadrift 6th Grade
4-H Information Night
September 23 – 4-H PLC Planning Meeting
September 25 – It's Your Money Program – Seadrift 7th Grade
September 26 – Dollars & Sense Program – Seadrift 6th Grade
September 27 – Dollars & Sense Program – Port O'Connor 4th & 5th Grade
September 30 – County 4-H Council Meeting

Emilee S. DeForest

Calhoun

CEA – 4-H and Youth Development

August 2024

Texas A&M AgriLife Extension · The Texas A&M University System · College Station, Texas

Paul H. [Signature]
9-25-24

**Coastal and Marine
EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT
August 2024**

Miles traveled: County Vehicle 592
Personal Vehicle 136

Selected major activities since last report.

8/1 – YMCA Camp – Moody Gardens Field Trip
8/6 – PMAR Oyster Hatchery Visit – Palacios
8/8 – TPWD Powderhorn WMA / State Park Visit
8/9 – CCA Port Lavaca Meeting
8/13 – Hog Bayou Kayak Tour
8/14 – Reagan Teehan and YMCA Staff Commissioners Court Interpretation
8/15 – Matagorda Wildlife Program
8/19-8/22 – Annual Leave
8/26 – 8/30 – ASBPA National Meeting in Galveston as Calhoun Co. Board Member

Direct Contacts by:

Office: 8	E-mail/Letters: 432	Instagram Posts/Followers: 4/1019
Site: 2	Newsletters: 0	
Phone/Texts: 246	Volunteers: 0	

Major events for next month – September 2024

MBMT Grant Proposals

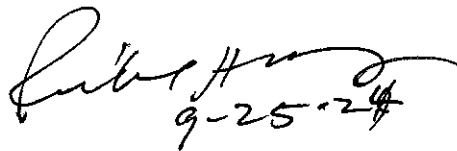
RJ Shelly
Name

Calhoun
County

Coastal and Marine Agent
Title

August 2024
Date (Month-Year)

Texas A&M AgriLife Extension · The Texas A&M University System · College Station, Texas


9-25-24

Family and Community Health
EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT
August 2024

Miles traveled: Small trips around Port Lavaca

Selected major activities since last report:

- August Meetings 15, 16, 19, 20, 21, & 22 Senior Citizen's Board Meeting, Memorial Medical Center Foundation, Volunteer Steering Committee, OLG SAC, United Way Board, MMC Lunch and Learn, Meeting with Hailey and DAR agent for Emergency Management (Animals/ Bauer Exhibit) & Mercury meeting (virtual since I was ill)
- July 30-Aug 1 Texas AgriLife Extension Conference in College Station
- Aug - 2, 5, 7, 9, 12, 14, 16, 19, 21, 23, 26, 28, & 30 Strong People Strong Bodies Mornings (extension office auditorium and First United Methodist Church) - 3 classes a week.
- Aug 1, 3, 6, 8, 13, 15, 20, 22, 27, & 29 Pickleball - Led by Volunteers
- Aug 1, 6, 8, 13, & 15 Water Aerobics Class
- Aug 3 Hardhead Derby
- Aug 4 Achievement Banquet for 4-H - helped Emilee
- Aug 5, 7, 12, & 14 Walk Across Texas in the Pool
- Aug 7 Mental Health First Aid Class put on by Texas A&M School of Nursing
- Aug 20 County Lunch and Learn Cooking Well with Diabetes
- Aug 22 Hosted District 11 Texas Extension Agent Family and Consumer Sciences Meeting
- Aug 27 Early Childhood Educators Training

Direct Contacts by:

Office: 4 Volunteers: 6 Facebook Page Post 59 Followers 709 Instagram Posts 35
Site: 1 Newsletters: 0 Facebook profile 1025+ Friends 2 posts
Phone/Texts: 106 In Person Educational Participant Contacts - 324

Major events for next month - September 2024

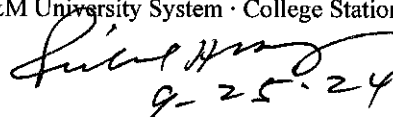
- Sept Meetings- 1, 2, 9, 11, 12, 16, 18, & 30 Bay to Plate Planning, District 11, DSHS Steering Committee, Library Board, Memorial Medical Foundation Board, United Way Board, and Senior Citizen's Board, Our Lady of the Gulf School Advisory Council
- July 30-Aug 1 Texas AgriLife Extension Conference in College Station
- Sept 4, 6, 9, 11, 13, 16, 18, 20, 23, 25, 27 & 30 Morning Strong People Strong Bodies (extension office auditorium and First United Methodist Church) - 3 classes a week.
- Sept 5, 10, 12, 17, 19, 24, & 26 Pickleball - Led by Volunteers
- Sept 6 Strategic Planning with Texas Department of State Health Services
- Sept 10 Open House at Seadrift
- Sept 21 United Way Family Fun Day
- Sept 24 Early Childhood Educator Training
- Sept 25/26 Easily Homemade Italian Pasta Aransas/Calhoun Counties
- Sept 27 Senior Citizen's Fish Fry

Karen P. Lyssy
Name

Calhoun
County

CEA - Family and Community Health
Title

August 2024
Date (Month-Year)


9-25-24

CALHOUN COUNTY EXTENSION OFFICE
TRAVEL REPORT TO COMMISSIONER'S COURT

August 2024

Date	Travel Description*	Miles	Meals	Lodging	Other (Listed)	Other (Cost)
08/01/2024	Moody Gardens YMCA Camp Trip - Galveston - CMR - CP	236				
08/06/2024	PMAR Oyster Hatchery - Palacios - CMR - CT	48.0				
08/08/2024	Powderhorn State Park - CMR - CP	40.0				
08/13/2024	Hog Bayou Boat Ramp - CMR - CP	28.0				
08/15/2024	Matagorda Co Wildlife Program - Rusty Hook Ranch - CMR - PV	136.0				
08/23/2024	Calhoun Co. Fair Roaster Pick up - College Station - 4-H - CT	366.0				
08/26-29/2024	ASBPA Meeting - Galveston - CMR - CT	240.0				
		1094.0		\$ -		

* CT - denotes use of county truck; PV - denotes use of personal vehicle; CP - denotes agent carpooled to event; CV - denotes use of county van

CEA-AGNR denotes Hailey Hayes; CEA-4-H denotes Emilee DeForest ; CEA-FCH denotes Karen Lyssy; CEA-CMR denotes RJ Shelly

I hereby certify that this is a true and correct report of travel (mileage) and other expenses incurred by me in performance of my official duties for the month shown.

<i>Emilee DeForest</i> Emilee DeForest County Extension Agent 4-H & Youth Development	<i>Hailey Hayes</i> Hailey Hayes County Extension Agent Ag & Natural Resources	<i>Karen Lyssy</i> Karen Lyssy County Extension Agent Family & Community Health	<i>R. J. Shelly</i> R. J. Shelly County Extension Agent Coastal Marine Resource

Karen Lyssy
9-25-24

29

29. Consider and take necessary action on any necessary budget adjustments. (RHM)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, September 25, 2024 HEARING TYPE: REGULAR BUDGET YEAR: 2024

FUND NAME GENERAL FUND

FUND NO: 1000

DEPARTMENT NAME: BUILDING MAINTENANCE

DEPARTMENT NO: 170

AMENDMENT NO: 6805 REQUESTOR: COUNTY AUDITOR/OVERDRAWN

AMENDMENT REASON: OVERDRAWN ACCOUNTS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE	REVENUE	EXPENDITURE	EXPENDITURE	FUND BAL
				INCREASE	DECREASE	INCREASE	DECREASE	INCREASE (DECREASE)
62668	GARBAGE COLL-CRTHSE, ANNEX, M	999	NO GRANT	\$0	\$0	\$0	\$2,799	\$2,799
62670	GARBAGE COLL-FAIRGROUNDS	999	NO GRANT	\$0	\$0	\$0	\$2,199	\$2,199
65450	REPAIRS-AG BLDG, FAIRGROUNDS	999	NO GRANT	\$0	\$0	\$5,345	\$0	(\$5,345)
66602	UTILITIES-AG BLDG/FAIRGROUNDS	999	NO GRANT	\$0	\$0	\$0	\$347	\$347
AMENDMENT NO 6805 TOTAL				\$0	\$0	\$5,345	\$5,345	\$0

BUILDING MAINTENANCE TOTAL \$0 \$0 \$5,345 \$5,345 \$0

DEPARTMENT NAME: COMMISSIONERS COURT

DEPARTMENT NO: 230

AMENDMENT NO: 6805 REQUESTOR: COUNTY AUDITOR/OVERDRAWN

AMENDMENT REASON: OVERDRAWN ACCOUNTS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE	REVENUE	EXPENDITURE	EXPENDITURE	FUND BAL
				INCREASE	DECREASE	INCREASE	DECREASE	INCREASE (DECREASE)
63290	LEGAL NOTICES	999	NO GRANT	\$0	\$0	\$436	\$0	(\$436)
63503	MAINTENANCE-COMMUNICATION N	999	NO GRANT	\$0	\$0	\$0	\$436	\$436
AMENDMENT NO 6805 TOTAL				\$0	\$0	\$436	\$436	\$0

COMMISSIONERS COURT TOTAL \$0 \$0 \$436 \$436 \$0

DEPARTMENT NAME: COUNTY COURT-AT-LAW

DEPARTMENT NO: 410

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, September 25, 2024 HEARING TYPE: REGULAR BUDGET YEAR: 2024

FUND NAME GENERAL FUND

FUND NO: 1000

DEPARTMENT NAME: COUNTY COURT-AT-LAW

DEPARTMENT NO: 410

AMENDMENT NO: 6805

REQUESTOR: COUNTY AUDITOR/OVERDRAWN

AMENDMENT REASON: OVERDRAWN ACCOUNTS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE	REVENUE	EXPENDITURE	EXPENDITURE	FUND BAL
				INCREASE	DECREASE	INCREASE	DECREASE	
53020	OFFICE SUPPLIES	999	NO GRANT	\$0	\$0	\$600	\$0	(\$600)
60053	ADULT ASSIGNED-OTHER LITIGATIO	999	NO GRANT	\$0	\$0	\$2,200	\$0	(\$2,200)
63380	LEGAL SERVICES-COURT APPOINT	999	NO GRANT	\$0	\$0	\$0	\$2,200	\$2,200
66192	TELEPHONE SERVICES	999	NO GRANT	\$0	\$0	\$0	\$600	\$600
AMENDMENT NO 6805 TOTAL				\$0	\$0	\$2,800	\$2,800	\$0

COUNTY COURT-AT-LAW TOTAL \$0 \$0 \$2,800 \$2,800 \$0

DEPARTMENT NAME: COUNTY TAX COLLECTOR

DEPARTMENT NO: 200

AMENDMENT NO: 6805

REQUESTOR: COUNTY AUDITOR/OVERDRAWN

AMENDMENT REASON: OVERDRAWN ACCOUNTS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE	REVENUE	EXPENDITURE	EXPENDITURE	FUND BAL
				INCREASE	DECREASE	INCREASE	DECREASE	
61700	DELINQUENT TAX ATTORNEY FEES	999	NO GRANT	\$0	\$0	\$20,000	\$0	(\$20,000)
AMENDMENT NO 6805 TOTAL				\$0	\$0	\$20,000	\$0	(\$20,000)

COUNTY TAX COLLECTOR TOTAL \$0 \$0 \$20,000 \$0 (\$20,000)

DEPARTMENT NAME: EMERGENCY COMMUNICATION DIVISION DEPARTMENT NO: 635

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, September 25, 2024 HEARING TYPE: REGULAR BUDGET YEAR: 2024

FUND NAME GENERAL FUND

FUND NO: 1000

DEPARTMENT NAME: EMERGENCY COMMUNICATION DIVISION DEPARTMENT NO: 635

AMENDMENT NO: 6805 REQUESTOR: COUNTY AUDITOR OVERDRAWN

AMENDMENT REASON: OVERDRAWN ACCOUNTS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE	REVENUE	EXPENDITURE	EXPENDITURE	FUND BAL
				INCREASE	DECREASE	INCREASE	DECREASE	
53030	PHOTO COPIES/SUPPLIES	999	NO GRANT	\$0	\$0	\$0	\$1,500	\$1,500
63920	MISCELLANEOUS	999	NO GRANT	\$0	\$0	\$1,500	\$0	(\$1,500)
AMENDMENT NO 6805 TOTAL				\$0	\$0	\$1,500	\$1,500	\$0
EMERGENCY COMMUNICATION DIVISION TOTAL				\$0	\$0	\$1,500	\$1,500	\$0

DEPARTMENT NAME: JUSTICE OF PEACE-PRECINCT #3 DEPARTMENT NO: 470

AMENDMENT NO: 6805 REQUESTOR: COUNTY AUDITOR OVERDRAWN

AMENDMENT REASON: OVERDRAWN ACCOUNTS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE	REVENUE	EXPENDITURE	EXPENDITURE	FUND BAL
				INCREASE	DECREASE	INCREASE	DECREASE	
53020	OFFICE SUPPLIES	999	NO GRANT	\$0	\$0	\$300	\$0	(\$300)
63500	MACHINE MAINTENANCE	999	NO GRANT	\$0	\$0	\$0	\$300	\$300
AMENDMENT NO 6805 TOTAL				\$0	\$0	\$300	\$300	\$0
JUSTICE OF PEACE-PRECINCT #3 TOTAL				\$0	\$0	\$300	\$300	\$0

DEPARTMENT NAME: LIBRARY DEPARTMENT NO: 140

AMENDMENT NO: 6800 REQUESTOR: LIBRARY

AMENDMENT REASON: REPLENISH BOOK FUNDS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE	REVENUE	EXPENDITURE	EXPENDITURE	FUND BAL
				INCREASE	DECREASE	INCREASE	DECREASE	

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, September 25, 2024 HEARING TYPE: REGULAR BUDGET YEAR: 2024

FUND NAME GENERAL FUND

FUND NO: 1000

DEPARTMENT NAME: LIBRARY

DEPARTMENT NO: 140

AMENDMENT NO: 6800 REQUESTOR: LIBRARY

AMENDMENT REASON: REPLENISH BOOK FUNDS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE	FUND BAL DECREASE
66620	UTILITIES-PORT O'CONNOR LIBRAR	999	NO GRANT	\$0	\$0	\$0	\$4,000	\$4,000	
70550	BOOKS-LIBRARY	999	NO GRANT	\$0	\$0	\$4,000	\$0		(\$4,000)
AMENDMENT NO 6800 TOTAL				\$0	\$0	\$4,000	\$4,000	\$0	\$0
LIBRARY TOTAL				\$0	\$0	\$4,000	\$4,000	\$0	\$0

DEPARTMENT NAME: REVENUE

DEPARTMENT NO: 1

AMENDMENT NO: 6805 REQUESTOR: COUNTY AUDITOR/OVERDRAWN

AMENDMENT REASON: OVERDRAWN ACCOUNTS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE	FUND BAL DECREASE
41150	TAX ATTORNEY COMMISSIONS	999	NO GRANT	\$20,000	\$0	\$0	\$0	\$20,000	
AMENDMENT NO 6805 TOTAL				\$20,000	\$0	\$0	\$0	\$20,000	
REVENUE TOTAL				\$20,000	\$0	\$0	\$0	\$20,000	

DEPARTMENT NAME: ROAD AND BRIDGE-PRECINCT #1

DEPARTMENT NO: 540

AMENDMENT NO: 6801 REQUESTOR: COMMISSIONER PRECINCT #1

AMENDMENT REASON: LINE ITEM ADJUSTMENT TO PAY BILLS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE	FUND BAL DECREASE
53510	ROAD & BRIDGE SUPPLIES	999	NO GRANT	\$0	\$0	\$0	\$1,000		\$1,000

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, September 25, 2024 HEARING TYPE: REGULAR BUDGET YEAR: 2024

FUND NAME GENERAL FUND

FUND NO: 1000

DEPARTMENT NAME: ROAD AND BRIDGE-PRECINCT #1

DEPARTMENT NO: 540

AMENDMENT NO: 6801 REQUESTOR: COMMISSIONER PRECINCT #1

AMENDMENT REASON: LINE ITEM ADJUSTMENT TO PAY BILLS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
70750	CAPITAL OUTLAY	999	NO GRANT	\$0	\$0	\$1,000	\$0	(\$1,000)
AMENDMENT NO 6801 TOTAL				\$0	\$0	\$1,000	\$1,000	\$0

ROAD AND BRIDGE-PRECINCT #1 TOTAL \$0 \$0 \$1,000 \$1,000 \$0

DEPARTMENT NAME: ROAD AND BRIDGE-PRECINCT #2

DEPARTMENT NO: 550

AMENDMENT NO: 6802 REQUESTOR: COMMISSIONER PRECINCT #2

AMENDMENT REASON: LINE ITEM ADJUSTMENT

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
53510	ROAD & BRIDGE SUPPLIES	999	NO GRANT	\$0	\$0	\$22,000	\$0	(\$22,000)
53520	TIRES AND TUBES	999	NO GRANT	\$0	\$0	\$0	\$11,000	\$11,000
53550	LUMBER	999	NO GRANT	\$0	\$0	\$0	\$1,400	\$1,400
53580	PIPE	999	NO GRANT	\$0	\$0	\$3,482	\$0	(\$3,482)
53590	SIGNS	999	NO GRANT	\$0	\$0	\$0	\$6,000	\$6,000
53595	TOOLS	999	NO GRANT	\$0	\$0	\$130	\$0	(\$130)
53630	INSECTICIDES/PESTICIDES	999	NO GRANT	\$0	\$0	\$0	\$10,000	\$10,000
62510	EQUIPMENT RENTAL	999	NO GRANT	\$0	\$0	\$7,004	\$0	(\$7,004)
63530	MACHINERY/EQUIPMENT REPAIRS	999	NO GRANT	\$0	\$0	\$2,132	\$0	(\$2,132)
63920	MISCELLANEOUS	999	NO GRANT	\$0	\$0	\$405	\$0	(\$405)
64370	OUTSIDE MAINTENANCE	999	NO GRANT	\$0	\$0	\$0	\$5,000	\$5,000
66614	UTILITIES-PARKS	999	NO GRANT	\$0	\$0	\$0	\$1,753	\$1,753
AMENDMENT NO 6802 TOTAL				\$0	\$0	\$35,153	\$35,153	\$0

ROAD AND BRIDGE-PRECINCT #2 TOTAL \$0 \$0 \$35,153 \$35,153 \$0

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, September 25, 2024 HEARING TYPE: REGULAR BUDGET YEAR: 2024

FUND NAME GENERAL FUND

FUND NO: 1000

DEPARTMENT NAME: ROAD AND BRIDGE-PRECINCT #4 DEPARTMENT NO: 570

AMENDMENT NO: 6803 REQUESTOR: COMMISSIONER PRECINCT #4

AMENDMENT REASON: LINE ITEM ADJUSTMENT

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
53540	GASOLINE/OIL/DIESEL/GREASE	999	NO GRANT	\$0	\$0	\$10,000	\$0	(\$10,000)
53580	PIPE	999	NO GRANT	\$0	\$0	\$0	\$3,000	\$3,000
53590	SIGNS	999	NO GRANT	\$0	\$0	\$0	\$4,000	\$4,000
60520	BUILDING REPAIRS	999	NO GRANT	\$0	\$0	\$0	\$2,895	\$2,895
64370	OUTSIDE MAINTENANCE	999	NO GRANT	\$0	\$0	\$0	\$2,499	\$2,499
66192	TELEPHONE SERVICES	999	NO GRANT	\$0	\$0	\$3,394	\$0	(\$3,394)
66614	UTILITIES-PARKS	999	NO GRANT	\$0	\$0	\$0	\$1,000	\$1,000
AMENDMENT NO 6803 TOTAL				\$0	\$0	\$13,394	\$13,394	\$0

ROAD AND BRIDGE-PRECINCT #4 TOTAL \$0 \$0 \$13,394 \$13,394 \$0

DEPARTMENT NAME: SHERIFF DEPARTMENT NO: 760

AMENDMENT NO: 6805 REQUESTOR: COUNTY AUDITOR OVERDRAWN

AMENDMENT REASON: OVERDRAWN ACCOUNTS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
50365	DEPUTY SHERIFF	999	NO GRANT	\$0	\$0	\$0	\$4,176	\$4,176
51740	VACATION PAY ON TERMINATION	999	NO GRANT	\$0	\$0	\$4,176	\$0	(\$4,176)
AMENDMENT NO 6805 TOTAL				\$0	\$0	\$4,176	\$4,176	\$0

SHERIFF TOTAL \$0 \$0 \$4,176 \$4,176 \$0

GENERAL FUND TOTAL \$20,000 \$0 \$88,104 \$68,104 \$0

FUND NAME AIRPORT FUND

FUND NO: 2610

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, September 25, 2024 HEARING TYPE: REGULAR BUDGET YEAR: 2024

FUND NAME AIRPORT FUND

FUND NO: 2610

DEPARTMENT NAME: NO DEPARTMENT

DEPARTMENT NO: 999

AMENDMENT NO: 6805 REQUESTOR: COUNTY AUDITOR/OVERDRAWN

AMENDMENT REASON: OVERDRAWN ACCOUNTS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE	REVENUE	EXPENDITURE	EXPENDITURE	FUND BAL
				INCREASE	DECREASE	INCREASE	DECREASE	
63530	MACHINERY/EQUIPMENT REPAIRS	999	NO GRANT	\$0	\$0	\$220	\$0	(\$220)
64320	OTHER SERVICES/PROGRAMS	999	NO GRANT	\$0	\$0	\$0	\$220	\$220
AMENDMENT NO 6805 TOTAL				\$0	\$0	\$220	\$220	\$0

NO DEPARTMENT TOTAL	\$0	\$0	\$220	\$220	\$0
AIRPORT FUND TOTAL	\$0	\$0	\$220	\$220	\$0

FUND NAME JUVENILE PROBATION FUND

FUND NO: 9200

DEPARTMENT NAME: NO DEPARTMENT

DEPARTMENT NO: 999

AMENDMENT NO: 6804 REQUESTOR: JUVENILE PROBATION

AMENDMENT REASON: LINE ITEM ADJUSTMENT TO MATCH ADJUSTED BUDGET

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE	REVENUE	EXPENDITURE	EXPENDITURE	FUND BAL
				INCREASE	DECREASE	INCREASE	DECREASE	
64839	PREVENTION AND INTERVENTION -	805	JUVENILE PROBATION-TJJD -	\$0	\$0	\$0	\$10,000	\$10,000
AMENDMENT NO 6804 TOTAL				\$0	\$0	\$0	\$10,000	\$10,000

NO DEPARTMENT TOTAL	\$0	\$0	\$0	\$10,000	\$10,000

DEPARTMENT NAME: REVENUE

DEPARTMENT NO: 1

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, September 25, 2024 HEARING TYPE: REGULAR BUDGET YEAR: 2024

FUND NAME JUVENILE PROBATION FUND

FUND NO: 9200

DEPARTMENT NAME: REVENUE

DEPARTMENT NO: 1

AMENDMENT NO: 6804

REQUESTOR: JUVENILE PROBATION

AMENDMENT REASON: LINE ITEM ADJUSTMENT TO MATCH ADJUSTED BUDGET

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE	REVENUE	EXPENDITURE	EXPENDITURE	FUND BAL
				INCREASE	DECREASE	INCREASE	DECREASE	INCREASE (DECREASE)
43099	TEXAS JUVENILE JUSTICE DEPT GR	805	JUVENILE PROBATION-TJJD -	\$0	\$10,000	\$0	\$0	(\$10,000)
AMENDMENT NO 6804 TOTAL				\$0	\$10,000	\$0	\$0	(\$10,000)
REVENUE TOTAL				\$0	\$10,000	\$0	\$0	(\$10,000)
JUVENILE PROBATION FUND TOTAL				\$0	\$10,000	\$0	\$10,000	\$0
Grand Total				\$20,000	\$10,000	\$88,324	\$78,324	\$0

30

30. Approval of bills and payroll. (RHM)

MMC

RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Vern Lyssy, Commissioner Pct 2
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

County Bills

RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Vern Lyssy, Commissioner Pct 2
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

Adjourned 10:44am

September 25, 2024

APPROVAL LIST - 2024 BUDGET
COMMISSIONERS COURT MEETING OF

09/25/24

BALANCE BROUGHT FORWARD FROM APPROVAL LIST REPORT PAGE 28

\$608,220.86

TOTAL VENDOR DISBURSEMENTS:

\$ 608,220.86

PAYROLL ON SEPTEMBER 27, 2024

P/R \$ 375,994.37

TOTAL PAYROLL AMOUNT:

\$ 375,994.37

TOTAL AMOUNT FOR APPROVAL:

\$ 984,215.23

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 09.25.24
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
BUILDING MAINTENANCE	170	BUILDING SUPPLIES/PARTS	53610	GULF COAST HARDWARE LLC	63196	192049	MAINT 9/9 WASHER SLIP JNT, CLOSET RING, BOLT SET, HARDWARE	21.36	
			53610	GULF COAST HARDWARE LLC	63196	192109	MAINT 9/11 CORDLESS BLOWER, POLYSEAL	184.98	
			53610	GULF COAST HARDWARE LLC	63196	192134	MAINT 9/11 BATTERIES, CAP	26.98	
			53610	GULF COAST HARDWARE LLC	63196	192196	MAINT 9/13 FOAM ROLLER & FRAME, BATTERIES, CUT KEYS	41.54	
			53610	GULF COAST HARDWARE LLC	63196	192214	MAINT 9/13 COMBO PADLOCK	18.99	
			53610	GULF COAST HARDWARE LLC	63196	192240	MAINT 9/16 BRUSH SET, PAINT THINNER	29.17	
			53610	SIMPLLOT GROWER SOLUTIONS	8197	9540030...	MAINT 8/2 1G REMEDY	75.00	
			53640	GULF COAST PAPER CO INC	2619	2570819	MAINT 9/10 MICROFIBER CLOTHS	104.68	
			53640	GULF COAST PAPER CO INC	2619	2570845	MAINT 9/10 DUST PAN, MOP BUCKET	87.53	
			65450	AQUIRRE SHAWN	92020	QB5594	MAINT 9/6 DUG UP RR WATER MAIN, REPAIR & REPLACE @ FG	5,344.25	
			65454	AQUIRRE SHAWN	92020	QB5572	MAINT 8/14 CLEAR SEWER LINES @ CH	365.00	
			66602	CENTERPOINT ENERGY	1805	2942974...	BAUER 9/17 ACT# 2942974-3 CCF 0 8/9- 9/11	50.96	
			66602	CENTERPOINT ENERGY	1805	2942980...	AG 9/17 ACT# 2942980-0 CCF 1 8/9- 9/11	52.02	
			66604	CENTERPOINT ENERGY	1805	6329420...	CH 9/17 ACT# 6329420-1 CCF 36 8/9- 9/11	620.69	
			66604	CITY OF PORT LAVACA	861	1218440...	CH 9/16 ACT# 12-1844-00 WATER 8/10- 9/10	477.19	
UTILITIES-JAIL			66605	CENTERPOINT ENERGY	1805	6455891...	JAIL 9/17 ACT# 6455891-9 MCF 193 8/9- 9/11	2,112.89	
			66605	CITY OF PORT LAVACA	861	1218420...	JAIL 9/16 ACT# 12-1842-01 WATER 8/10- 9/10	4,024.63	
			66605	CITY OF PORT LAVACA	861	1218430...	JAIL 9/16 ACT# 12-1843-00 WATER 8/10- 9/10	85.13	

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 09.25.24
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
BUILDING MAINTENANCE	Total 170							13,996.82	0.00
COMMISSIONERS COURT	230	UTILITIES-COURTHOUSE ANNEX	66606	CITY OF PORT LAVACA	861	1219100...	ANNEX I 9/16 ACT# 12-1910-00 WATER 8/10- 9/10	109.34	
		UTILITIES-COURTHOUSE ANNEX II	66621	CITY OF PORT LAVACA	861	1208950...	ANNEX II 9/16 ACT# 12-0895-01 WATER 8/10- 9/10	109.34	
		UTILITIES-DISPATCH BUILDING	66623	CENTERPOINT ENERGY	1805	6403494...	EMER COMM 9/17 ACT# 6403494238-9 CCF 0 8/9- 9/11	55.15	
		COUNTY HEALTH/WEELLNESS PROGRAM	61425	LYSSY KAREN	eml...	PO2300...	COM CRT 8/19 REIMB HEALTHY CNTY LUNCH & LEARN ITEMS	103.17	
		INTERNET SERVICES	62955	SPARKLIGHT	9988	1009388...	COM CRT 9/8 ACT# 100938828 CABLE 9/8- 10/7	19.47	
		LEGAL NOTICES	63290	PORT LAVACA WAVE	62340	3000715...	COM CRT 7/31 PUBLIC NOTICE AD	65.50	
COMMISSIONERS COURT	230		63290	PORT LAVACA WAVE	62340	3000715...	COM CRT 8/7 BID INVITATION- MMC HVAC & ROOF PROJ	338.00	
			63290	PORT LAVACA WAVE	62340	3000716...	COM CRT 8/14 BID INVITATION- MMC HVAC & ROOF PROJ	338.00	
		PATHOLOGIST FEES	64520	TRAVIS COUNTY MEDICAL EXAMINER	7710	3300007...	COM CRT/JP2 5/31 AUTOPSY FEE-D. GARCIA	3,778.00	
								4,642.14	0.00
		GENERAL OFFICE SUPPLIES	53020	PORT LAVACA WAVE	62340	PO1902...	AUDITOR 9/16 1-YR SUBSCRIPTION	45.00	
			53020	AQUA BEVERAGE CO	89	166355	AUDITOR 8/13 WATER	82.00	
COUNTY AUDITOR	Total 190							127.00	0.00
COUNTY CLERK	250	MISCELLANEOUS	63920	TEXAS DEPT OF STATE HEALTH	1512	2022965	CO CLK 9/1 AUG 2024 REMOTE BIRTH ACCESS	82.35	
COUNTY CLERK	Total 250							82.35	0.00

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 09.25.24
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
COUNTY COURT-AT-LAW	410	GENERAL OFFICE SUPPLIES	53020	QUILL LLC	6602	40168703	CRT@LAW1 8/21 HIGHLIGHTERS	3.99	
			53020	QUILL LLC	6602	40175750	CRT@LAW1 8/21 COFFEE, SOAP, KLEENEX, DUSTER, MISC OFF SUPP	343.29	
			53020	QUILL LLC	6602	40570548	CRT@LAW1 9/13 WATER, COMPUTER SPEAKER	81.39	
		ADULT ASSIGNED-ATTORNEY FEES	53020	AQUA BEVERAGE CO	89	166349	CRT@LAW1 8/13 WATER	22.50	
			60050	RIVERA JOE A	3449	2024135	CRT@LAW1 9/9 C# 2024-CR-0089-CC E. GUARJARDO	325.00	
			60050	CLARK JERRY	9858	2024132	CRT@LAW1 9/11 C# 2023-CR-0160-CC C. HOLLORAN	325.00	
			60050	CLARK JERRY	9858	2024133	CRT@LAW1 9/11 C# 2023-CV-0016-CC C. HOLLORAN	100.00	
		ADULT ASSIGNED-OTHER LITIGATION EXPENSES	60053	DELTA REPORTING & VIDEO	31960	201346	CRT@LAW1 7/12 DAY 1 VOL 1&2 C# 2023-CR-0076-CC	634.00	
			60053	DELTA REPORTING & VIDEO	31960	201348	CRT@LAW1 7/12 DAY 2 VOL 3 C# 2023-CR-0076-CC	1,588.00	
			60053	DELTA REPORTING & VIDEO	31960	201349	CRT@LAW1 7/12 DAY 3 VOL 4&5 C# 2023-CR-0076-CC	357.40	
		COURT REPORTER-SUBSTITUTE	61490	DELTA REPORTING & VIDEO	31960	201061	CRT@LAW1 5/29 CRT REPORTING- 5/9/24	580.00	
			61490	DELTA REPORTING & VIDEO	31960	201143	CRT@LAW1 6/5 CRT REPORTING- 6/5/24	580.00	
			61490	DELTA REPORTING & VIDEO	31960	201144	CRT@LAW1 6/11 CRT REPORTING- 6/7/24	580.00	
			61490	DELTA REPORTING & VIDEO	31960	201145	CRT@LAW1 6/11 CRT REPORTING- 5/24/24	580.00	
			61490	DELTA REPORTING & VIDEO	31960	201582	CRT@LAW1 7/19 CRT REPORTING- 7/19/24	580.00	
			61490	DELTA REPORTING & VIDEO	31960	201583	CRT@LAW1 8/8 CRT REPORTING- 8/2/24	580.00	
			61490	DELTA REPORTING & VIDEO	31960	201851	CRT@LAW1 8/27 CRT REPORTING- 8/27/24	730.00	
			61490	DELTA REPORTING & VIDEO	31960	201873	CRT@LAW1 8/7 CRT REPORTING- 8/7/24	730.00	

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 09.25.24
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
COUNTY COURT-AT-LAW	Total 410							8,948.22	0.00
COUNTY TAX COLLECTOR	200	GENERAL OFFICE SUPPLIES	53020	QUILL LLC	6602	40547107	TAX A/C 9/12 PAPER, BINDERS, INK, MISC OFF SUPP	188.32	
		DELINQUENT TAX ATTORNEY FEES	53020 61700	QUILL LLC MCCREARY VESELKA BRAGG	6602 5088	40564558 PODTA2...	TAX A/C 9/13 BLACK INK TAX A/C 9/10 AUGUST 2024 DTA FEES	154.63 12,204.91	
COUNTY TAX COLLECTOR	Total 200							12,547.86	0.00
DISTRICT ATTORNEY	510	RENOVATION-COURTHOUS. DEPT	73450	COASTAL OFFICE SOLUTIONS, INC	9063	OEQT27...	DA 9/6 TABLES, BOOKCASES, FILE CABINETS, MISC OFF FURNITURE	6,208.75	
DISTRICT ATTORNEY	Total 510							6,208.75	0.00
DISTRICT CLERK	420	PHOTO COPIES/SUPPLIES	53030	GREAT AMERICA FINANCIAL	2751	37423043	DIST CLK 9/10 COPIER LEASE	244.00	
DISTRICT CLERK	Total 420							244.00	0.00
DISTRICT COURT	430	ADULT ASSIGNED-ATTORNEY FEES	60050 60050	CARTWRIGHT RUEBEN CARTWRIGHT RUEBEN	3507 3507	2024195 2024196	DIST CRT 9/12 C# 2017-02-7765 C. WEBB DIST CRT 9/13 C# 2022-CR-8724-DC B. FERGUSON	350.00 450.00	

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 09.25.24
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
DISTRICT COURT	Total 430							1,250.00	0.00
ELECTIONS	270	ELECTION SUPPLIES	53361	ELECTION SYSTEMS & SOFTWARE	1810	CD2098...	ELEC 9/5 LAYOUT CHARGE- 1-500 PAGES	478.50	
			53361	ELECTION SYSTEMS & SOFTWARE	1810	CD2098...	ELEC 9/5 LANGUAGE, AUDIO, CONTESTS, CANDIDATES	3,569.50	
			53361	ELECTION SYSTEMS & SOFTWARE	1810	CD2098...	ELEC 9/6 CODING BALLOT	28.71	
			53361	SCOTT-MERRIMAN INC	7295	074330	ELEC 9/17 (500) VOTER APPLICATIONS	574.58	
		COPY MACHINE LEASE	61340	GREAT AMERICA FINANCIAL	2751	37431860	ELEC 9/11 COPIER LEASE	125.00	
ELECTIONS	Total 270							4,776.29	0.00
EMERGENCY COMMUNICATION DIVISION	635	MISCELLANEOUS	63920	TORRES DANIEL	51181	INV115	EMER COMM 9/10 MOUNTING OF TVs	1,480.00	
EMERGENCY COMMUNICATION DIVISION	Total 635							1,480.00	0.00
EMERGENCY MEDICAL SERVICES	345	BUILDING SUPPLIES/PARTS	53610	GULF COAST PAPER CO INC	2619	2563758	EMS 8/20 WYRALL REFILL	101.65	
			53610	GULF COAST HARDWARE LLC	63198	192092	EMS 9/10 CHAIN, LOCK, HARDWARE	34.63	
		SUPPLIES/OPERATING EXPENSES	53980	COMPTON SECURITY PRODUCTS INC	178	INV3007...	EMS 9/9 TECH SUPPORT- NARCOTICS LOCKS	375.00	
		MACHINERY/EQUIPMENT REPAIRS	63530	GULF COAST HARDWARE LLC	63198	192007	EMS 9/6 A/C REPAIRS- M9	7.99	
			63530	GULF COAST HARDWARE LLC	63198	192024	EMS 9/7 A/C REPAIRS- M9	3.59	
			63530	GULF COAST HARDWARE LLC	63198	192025	EMS 9/7 A/C REPAIRS- M9	14.99	

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 09.25.24
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
UTILITIES			66600	INFINIUM BROADBAND INTERNET	3378	86148	EMS STH 9/12 ACT# ACC0002127 INTERNET 9/12- 10/12	160.00	
			66600	SPARKLIGHT	9988	1009808...	EMS CNTL 9/8 ACT# 100980846 CABLE 9/8- 10/7	241.65	
VEHICLE FUEL/OIL/SERVICE			67120	DIAMOND INSPECTIONS #2	1422	15844	EMS 9/9 STATE INSPECTION	7.00	
			67120	DIAMOND INSPECTIONS #2	1422	15848	EMS 9/11 STATE INSPECTION	7.00	
			67120	DIAMOND INSPECTIONS #2	1422	15849	EMS 9/11 STATE INSPECTION	7.00	
CAPITAL OUTLAY			70750	AL'S AFFORDABLE BUILDINGS	78790	7171857...	EMS CNTL 5/31 STORAGE BLDG	5,778.00	
EMERGENCY MEDICAL SERVICES	Total 345							6,738.50	0.00
EXTENSION SERVICE	110	PROGRAM SUPPLIES	53310	GULF COAST HARDWARE LLC	63199	192046	EXT SVC 9/9 SOIL- YOUTH PROGRAM	95.92	
		COPY MACHINE LEASE	61340	XEROX CORPORATION	9001	0220044...	EXT SVC 9/1 COPIER LEASE 7/28- 8/21	146.24	
EXTENSION SERVICE	Total 110							242.16	0.00
FIRE PROTECTION-OLIVIA/ALTO	650	SUPPLIES/OPERATING EXPENSES	53980	OLIVIA PORT ALTO VOLUNTEER	5810	PO6509...	OPA VFD 9/12 REIMB- 50FT HOSE	840.50	
			53980	GULF COAST HARDWARE LLC	63193	192039	OPA VFD 9/9 TRANSPONDER, MISC SUPP	56.52	
FIRE PROTECTION-OLIVIA/ALTO	Total 650							897.02	0.00
HISTORICAL COMMISSION	130	MISCELLANEOUS	63920	BAUM DOUGLAS EDWARD	7997	202420	HIST COMM 9/14 7TH GRADE PRESENTATION 10/10/24	1,500.00	
HISTORICAL COMMISSION	Total 130							1,500.00	0.00

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 09.25.24
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
HUMAN RESOURCES	265	MISCELLANEOUS	63920	GREAT AMERICA FINANCIAL	2751	37334101	HR 8/30 COPIER LEASE 7/24- 8/23	95.03	
		PHYSICALS/DRUG TESTING	64671	MEMORIAL MEDICAL CLINIC	5971	293142	HR 9/12 PRE-EMPLOY PHYSICAL	32.50	
HUMAN RESOURCES	Total 265							127.53	0.00
INFORMATION TECHNOLOGY	275	UTILITIES-117 W. ASH ST. BUILDING	66609	CITY OF PORT LAVACA	861	1213400...	IT 9/16 ACT# 12-1340-00 WATER 8/10- 9/10	67.63	
INFORMATION TECHNOLOGY	Total 275							67.63	0.00
JAIL OPERATIONS	180	JAIL MAINTENANCE/SUPPLIES	53420	CHARM-TEX INC	1177	0375713...	JAIL 8/28 CONTAINERS, LIDS, TRAYS, MUGS, MISC KITCHEN SUPP	311.70	
			53420	CHARM-TEX INC	1177	0375990...	JAIL 8/28 CONTAINERS, LIDS, TRAYS, MUGS, MISC KITCHEN SUPP	292.20	
			53420	CHARM-TEX INC	1177	0376693...	JAIL 8/28 CONTAINERS, TRAYS, MUGS, MISC KITCHEN SUPP	578.70	
			53420	GULF COAST PAPER CO INC	2619	2568193	JAIL 9/3 FABRIC SOFTENER	277.26	
			53420	GULF COAST PAPER CO INC	2619	2568194	JAIL 9/3 LAUNDRY DETERGENT, FABRIC SOFTENER	148.11	
			53420	PERFORMANCE FOOD GROUP INC	63650	3046304	JAIL 9/12 SANITIZER, CUPS	140.53	
			53420	PERFORMANCE FOOD GROUP INC	63650	3049798	JAIL 9/19 SANITIZER	36.08	
GROCERIES			53955	PERFORMANCE FOOD GROUP INC	63650	3046304	JAIL 9/12 INMATE GROCERIES	2,412.80	
			53955	PERFORMANCE FOOD GROUP INC	63650	3047852	JAIL 9/16 INMATE GROCERIES	2,150.06	
			53955	PERFORMANCE FOOD GROUP INC	63650	3049798	JAIL 9/19 INMATE GROCERIES	2,623.65	
UNIFORMS			53995	GALLS PARENT HOLDINGS LLC	26140	0289538...	JAIL 8/31 UNIFORM PANTS	167.88	

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 09.25.24
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ver... ID	Document Number	Transaction Description	Debit	Credit
JAIL OPERATIONS	Total 180							24,254.69	0.00
JUSTICE OF PEACE-PRECINCT #3	470	GENERAL OFFICE SUPPLIES	53020	QUILL LLC	6602	40272122	JP3 8/27 TOILET PAPER, PAPER TOWELS, PENS	81.36	
JUSTICE OF PEACE-PRECINCT #3	Total 470							81.36	0.00
JUSTICE OF PEACE-PRECINCT #4	480	TELEPHONE SERVICES	66192	TISD INC.	7646	8381220...	JP4 9/8 ACT# 083812 OCT 2024 INTERNET	39.99	
JUSTICE OF PEACE-PRECINCT #4	Total 480							39.99	0.00
JUSTICE OF PEACE-PRECINCT #5	490	GENERAL OFFICE SUPPLIES	53020	ODP BUSINESS SOLUTIONS LLC	12340	3838207...	JP5 8/28 CALENDAR, HIGHLIGHTER, POSTITS, WHITEOUT	46.25	
JUSTICE OF PEACE-PRECINCT #5	Total 490							46.25	0.00
JUVENILE COURT	500	JUVENILE DETENTION SERVICES	63110	NUECES COUNTY	5473	3490014...	JUV CRT 9/11 AUG 2024 DETENTION FEES	2,500.00	
			63110	NUECES COUNTY	5473	3492147...	JUV CRT 9/11 AUG 2024 MEDICAL (1) JUV	22.00	

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 09.25.24
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
JUVENILE COURT	Total 500							2,522.00	0.00
LIBRARY	140	PHOTO COPIES/SUPPLIES	53030	XEROX CORPORATION	9001	6230316	LIBRARY 9/11 COPIER LEASE-BASE CHG AUG/SEPT 2024, DOC FEE	403.00	
		INTERNET SERVICES	62955	FRONTIER COMMUNICATIONS	2855	3611970...	LIBRARY 9/10 A# 361-197-0199- 070623-5 INTERNET 9/10- 10/9	178.00	
		REPAIRS-SEADRIFT LIBRARY	65478	COASTAL REFRIGERATION	812	8623384	SEA LIBRARY 9/12 REPAIR A/C ISSUES	516.55	
		TELEPHONE SERVICES	66192	FRONTIER COMMUNICATIONS	2855	3615524...	LIBRARY 9/13 A# 361-552-4926- 101592-5 PHONE 9/13- 10/12	115.46	
			66192	FRONTIER COMMUNICATIONS	2855	3615527...	LIBRARY 9/13 A# 361-552-7323- 042491-5 PHONE 9/13- 10/12	231.39	
		UTILITIES-MAIN LIBRARY	66610	CITY OF PORT LAVACA	861	1217300...	LIBRARY 9/16 ACT# 12-1730-00 WATER 8/10- 9/10-	141.32	
			66610	CITY OF PORT LAVACA	861	1217310...	LIBRARY 9/16 ACT# 12-1731-00 WATER 8/10- 9/10	40.61	
		UTILITIES-SEADRIFT LIBRARY	66622	CENTERPOINT ENERGY	1805	2981129...	SEA LIBRARY 9/17 ACT# 2981129-6 CCF 0 8/9- 9/11	49.40	
		BOOKS & PRINT MATL-LIBRARY	70550	CENGAGE LEARNING, INC.	26020	85336959	LIBRARY 9/5 (8) BOOKS	257.52	
			70550	CENGAGE LEARNING, INC.	26020	85364181	LIBRARY 9/6 (3) BOOKS	80.22	
			70550	BAKER & TAYLOR	403	5019083...	LIBRARY 8/27 (8) BOOKS	121.95	
			70550	BAKER & TAYLOR	403	5019083...	LIBRARY 8/27 (15) BOOKS	217.52	
			70550	BAKER & TAYLOR	403	5019097...	LIBRARY 9/4 BOOK	15.31	
			70550	BAKER & TAYLOR	403	5019097...	LIBRARY 9/4 (20) BOOKS	279.19	
			70550	BAKER & TAYLOR	403	5019098...	LIBRARY 9/5 (60) BOOKS	864.91	
			70550	MICROMARKETING, LLC	5097	963135	LIBRARY 9/11 BOOK	21.24	
			70550	CENTER POINT LARGE PRINT	776	2116232	LIBRARY 9/1 (2) BOOKS	50.34	
LIBRARY	Total 140							3,583.93	0.00

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MISCELLANEOUS	280	INSURANCE-LIABILITY AND PROPERTY	62872	WRIGHT NATIONAL FLOOD INS CO	2310	PO2800...	CALCO 9/2 P# 42115190120406 MAG BEACH VFD	5,072.00	
			62872	WRIGHT NATIONAL FLOOD INS CO	2310	PO2800...	CALCO 9/2 P# 42115171823706 MAG BEACH RR	14,206.00	
			62872	WRIGHT NATIONAL FLOOD INS CO	2310	PO2800...	CALCO 9/2 P# 42115171825306 MAG BEACH RBI VEH STORAGE	7,232.00	
			62872	WRIGHT NATIONAL FLOOD INS CO	2310	PO2800...	CALCO 9/2 P# 42115171829006 POC LIBRARY	8,797.00	
			62872	WRIGHT NATIONAL FLOOD INS CO	2310	PO2800...	CALCO 9/2 P# 42115171838606 POC	3,405.00	
			62872	WRIGHT NATIONAL FLOOD INS CO	2310	PO2800...	CALCO 9/2 P# 42115171840406 POC	3,095.00	
			62872	WRIGHT NATIONAL FLOOD INS CO	2310	PO2800...	CALCO 9/2 P# 42115171843606 POC RB4 SHOP	8,920.00	
		TELEPHONE SERVICES	66192	FRONTIER COMMUNICATIONS	2855	3611970...	CH 9/13 ACT# 361-197-0090- 041323-5 PHONE 9/13- 10/12	655.26	
			66192	FRONTIER COMMUNICATIONS	2855	3615521...	MODEM 9/16 ACT# 361-552-1476- 082207-5 9/16- 10/15	94.94	
			66192	FRONTIER COMMUNICATIONS	2855	3615534...	CH/ANNEX 9/13 ACT# 361-553-4465- 011607-5 PHONE 9/13- 10/12	1,951.27	
			66192	FRONTIER COMMUNICATIONS	2855	3615534...	ANNEX 9/13 ACT# 361-553-4645- 012307-5 PHONE 9/13- 10/12	278.21	
MISCELLANEOUS	Total 280							53,706.68	0.00
MUSEUM	150	UTILITIES-MUSEUM	66612	CENTERPOINT ENERGY	1805	2860820...	MUSEUM 9/17 ACT# 2860820-6 CCF 14 8/9- 9/11	65.83	
			66612	CITY OF PORT LAVACA	861	1208650...	MUSEUM 9/16 ACT# 12-0865-00 WATER 8/10- 9/10	67.63	

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Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
MUSEUM	Total 150							133.46	0.00
NO DEPARTMENT	999	DUE TO JP COLLECTIONS ATTORNEY	20770	MCCREARY VESELKA BRAGG ALLEN	5255	292376	JP5 9/12 COLLECTION FEES	196.18	
NO DEPARTMENT	Total 999							196.18	0.00
ROAD AND BRIDGE-PRECINCT #1	540	MACHINERY PARTS/SUPPLIES	53210	TRL-WHOLESALE COMPANY, INC.	7637	9301117...	RB1 9/11 SPARK PLUGS	6.28	
		GASOLINE/OIL/DIESEL/GRE...	53540	NEW DISTRIBUTING CO INC	3638	7493824...	RB1 9/18 800G DIESEL, 743G UNLEADED, 1G DIESEL TX	3,980.16	
		BUILDING SUPPLIES/PARTS	53610	WILSON WADE M	8767	WILCOP...	RB1 4/23 BREAKROOM WINDOW	876.53	
		UNIFORMS	53995	CINTAS CORPORATION LOC. 083	958	4204948...	RB1 9/12 UNIFORMS	150.64	
		EQUIPMENT RENTAL	62510	AIRGAS USA, LLC	136	5510646...	RB1 8/31 AUG 2024 CYLINDER RENTAL	97.81	
		MISCELLANEOUS	63920	GREAT AMERICA FINANCIAL	2751	37449685	RB1 9/16 COPIER LEASE 9/14-10/13	155.00	
		OUTSIDE MAINTENANCE	64370	MARVELOUS GARDENS INC	7017	14437	RB1 9/11 QTYLY HERBICIDE CNTRL-CHOC BAY PK	530.00	
		TELEPHONE SERVICES	66192	FRONTIER COMMUNICATIONS	2855	36155529...	RB1 9/13 ACT# 361-552-9242-021403-5 PHONE 9/13-10/12	246.79	
		TRAVEL IN COUNTY	66476	TORRES ANGELA P	EM...	POS409...	RB1 9/19 IN-CNTY TRAVEL REIMB-3/19/24-9/17/24	340.36	
		UTILITIES	66600	CENTERPOINT ENERGY	1805	5118678...	RB1 9/17 ACT# 5118678-1 CCF 0 8/9- 9/11	50.96	
ROAD AND BRIDGE-PRECINCT #1	Total 540							6,434.53	0.00
ROAD AND BRIDGE-PRECINCT #2	550	GENERAL OFFICE SUPPLIES	53020	QUILL LLC	6602	40222181	RB2 8/23 TRASH BAGS, PAPER, TAPE DISPENSER	65.21	
		MACHINERY PARTS/SUPPLIES	53210	DOGGETT HEAVY MACHINERY SERV	234	W30630	RB2 9/3 O-RING, FITTING, WASHER- BACKHOE	28.44	
			53210	SHOPPA'S FARM SUPPLY	7366	1809445	RB2 7/31 SENSOR-ID2	147.66	
			53210	TRL-WHOLESALE COMPANY, INC.	7637	9301116...	RB2 7/30 WIPER BLADES, (7) FUEL FILTERS	77.30	

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			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301116...	RB2 8/3 WIPER BLADES, GLASS CLNR, SHOP TOWELS	34.10	
			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301116...	RB2 8/3 GLOVES	20.51	
			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301117...	RB2 8/13 WIPER BLADES	9.99	
		ROAD & BRIDGE SUPPLIES	53510	KC LEASE SERVICE INC	2893	80058	RB2 8/28 782.5ST 3/4" TO DUST LIMESTONE	26,432.85	
			53510	QUALITY HOT MIX INC	6603	29008	RB2 8/20 508.25T PB#4 TOPPING ROCK	40,990.36	
		GASOLINE/OIL/DIESEL/GRE...	53540	TRI-WHOLESALE COMPANY, INC.	7637	9301117...	RB2 8/21 OIL	14.98	
		PIPE	53580	SOUTH TEXAS CORRUGATED PIPE	7624	2452	RB2 8/1 METAL PIPE	1,548.40	
			53580	SOUTH TEXAS CORRUGATED PIPE	7624	2497	RB2 8/7 METAL PIPE	1,933.50	
		TOOLS	53595	TRI-WHOLESALE COMPANY, INC.	7637	9301116...	RB2 7/31 8-PC SCREWDRIVER SET	18.20	
		JANITOR SUPPLIES	53640	GULF COAST PAPER CO INC	2619	2558985	RB2 8/6 TRASH BAGS, TOILET PAPER	172.64	
		UNIFORMS	53995	CINTAS CORPORATION LOC. 083	958	4204636...	RB2 9/10 UNIFORMS	85.55	
		EQUIPMENT RENTAL	62510	UNITED RENTALS (N AMERICA)INC	63370	2380954...	RB2 9/13 ROLLER RENTAL 8/28-9/25	5,057.14	
		MACHINERY/EQUIPMENT REPAIRS	63530	CROSSROADS TIRE SERVICE LLC	7059	4000335	RB2 9/9 FLAT REPAIR SVC CALL- BACKHOE	156.23	
			63530	STAR W EQUIPMENT REPAIR INC	741	6213	RB2 9/3 REPL PK BRAKE SOLENOID-CAT ROLLER	750.00	
			63530	STAR W EQUIPMENT REPAIR INC	741	6232	RB2 9/13 REPL HYD HOSE-BACKHOE	450.00	
		MISCELLANEOUS	63920	TEXAS DEPT. OF AGRICULTURE	7641	02076890	RB2 9/6 RENEW NONCOMM POLITICAL APP LICENSE-R. BEST	75.00	
		TELEPHONE SERVICES	66192	FRONTIER COMMUNICATIONS	2855	3615529...	RB2 9/13 ACT# 361-552-9656-010165-5 PHONE 9/13- 10/12	183.40	
			66192	INFINIUM BROADBAND INTERNET	3378	86992	RB2 9/22 ACT# ACC0002074 INTERNET 9/22- 10/22	150.00	

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ROAD AND BRIDGE-PRECINCT #2	Total 550		66192	AT&T MOBILITY	5209	9972862...	RB2 9/4 ACT# 997286221 IPAD WIFI 9/5- 10/4	94.98	
								78,496.44	0.00
ROAD AND BRIDGE-PRECINCT #3	560	ROAD & BRIDGE SUPPLIES	53510	QUALITY HOT MIX INC	6603	29009	RB3 8/30 505.3T GRADE 4 LIMESTONE	41,672.09	
		JANITOR SUPPLIES	53640	CINTAS CORPORATION LOC. 083	958	4204795...	RB3 9/11 FRESHENER	9.48	
		SUPPLIES-MISCELLANEOUS	53992	MOMENTUM RENTAL AND SALES	5523	1756921	RB3 9/9 (2) BOXES OF RAGS	69.98	
			53992	GULF COAST HARDWARE LLC	63193	192039	RB3 9/9 2G SPRAYER	19.99	
		UNIFORMS	53995	CINTAS CORPORATION LOC. 083	958	4204795...	RB3 9/11 UNIFORMS	144.30	
		EQUIPMENT RENTAL	62510	AIRGAS USA, LLC	136	5510653...	RB3 8/31 AUG 2024 CYLINDER RENTAL	125.90	
		GARBAGE COLL-OLIVIA	62672	WHITE TRASH SERVICES	1952	240030	RB3 9/19 OCT 2024 TRASH	187.35	
		TELEPHONE SERVICES	66192	AT&T MOBILITY	5209	3617461...	RB3 9/3 ACT# 287275183899 PHONE 9/4- 10/3	171.66	
ROAD AND BRIDGE-PRECINCT #3	Total 560							42,400.75	0.00
ROAD AND BRIDGE-PRECINCT #4	570	GENERAL OFFICE SUPPLIES	53020	QUILL LLC	6602	40493993	RB4 9/10 PAPER	41.49	
		MACHINERY PARTS/SUPPLIES	53210	TRI-WHOLESALE COMPANY, INC.	7637	9301117...	RB4 9/10 SPARK PLUG, FUEL FILTER	18.90	
			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301117...	RB4 9/10 FUEL FILTER	19.77	
			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301117...	RB4 9/10 PIGTAIL, RELAY, TERMINAL CONNECTORS	139.44	
			53210	VICTORIA FARM EQUIPMENT CO INC	8207	70831	RB4 9/11 MOWER BLADES- SIDE BOOM MOWER	1,515.43	
		ROAD & BRIDGE SUPPLIES	53510	COLORADO MATERIALS LTD	75900	399894	RB4 9/7 24.71T HOT MIX COLD LAID	2,836.71	

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		GASOLINE/OIL/DIESEL/GRE...	53540	NEW DISTRIBUTING CO INC	3638	7462924...	RB4 9/12 1129G UNLEADED	2,789.05	
			53540	NEW DISTRIBUTING CO INC	3638	7463024...	RB4 9/12 975G DIESEL	2,436.93	
			53540	THIRD COAST DISTRIBUTING, LLC	75930	033307	RB4 9/10 OIL	59.98	
		SIGNS	53590	CUSTOM PRODUCTS CORPORATION	98590	INV13913	RB4 9/3 (6) SIGNS	227.70	
		INSECTICIDES/PESTICIDES JANITOR SUPPLIES	53630	MELSTAN, INC.	5021	403372	RB4 9/12 HERBICIDE	129.80	
			53640	QUILL LLC	6602	40547795	RB4 9/12 TOILET BOWL & BRUSH CADDY	20.86	
		SUPPLIES-MISCELLANEOUS	53992	FASTENAL COMPANY	2274	TXP017...	RB4 9/5 SLING WEB	123.08	
			53992	NUCES POWER EQUIPMENT	5449	49080V	RB4 9/11 KEYS	14.33	
			53992	GULF COAST HARDWARE LLC	63194	192073	RB4 9/10 ADAPTER, COUPLER, PRIMER CEMENT	29.76	
			53992	QUILL LLC	6602	40547795	RB4 9/12 PAPER TOWELS	41.39	
			53992	CINTAS CORPORATION LOC. 083	958	4203802...	RB4 8/30 MISC SUPP	11.40	
			53992	CINTAS CORPORATION LOC. 083	958	4204344...	RB4 9/6 MISC SUPP	11.40	
		GARBAGE COLL-POC PARKS	62664	WHITE TRASH SERVICES	1952	235697	RB4 9/19 OCT 2024 TRASH	346.68	
		GARBAGE COLL-SEADRIFT	62676	WHITE TRASH SERVICES	1952	235696	RB4 9/19 OCT 2024 TRASH	624.02	
		OUTSIDE SERVICES	64400	DOUGLAS EVA LEE	3778	SER24	RB4 9/12 SEPT 2024 SEA OFFICE CLEANING	300.00	
		UNIFORMS	66590	CINTAS CORPORATION LOC. 083	958	4203803...	RB4 8/30 UNIFORMS	102.11	
			66590	CINTAS CORPORATION LOC. 083	958	4204344...	RB4 9/6 UNIFORMS	102.11	
ROAD AND BRIDGE-PRECINCT #4	Total 570							11,942.34	0.00
SHERIFF	760	TIRES AND TUBES	53320	FIRESTONE OF PORT LAVACA LLC	5584	0087056	SO 9/11 TIRE REPL- OSG13	51.99	
		AUTOMOTIVE REPAIRS	60360	KNEUPPER CARROLL	3678	46616	SO 9/11 OIL CHG- U21	100.94	
			60360	KNEUPPER CARROLL	3678	46618	SO 9/11 OIL CHG- OSG13	100.94	

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			60360	KNEUPPER CARROLL	3678	46655	SO 9/12 OIL CHG- U19	128.22	
			60360	KNEUPPER CARROLL	3678	46708	SO 9/13 OIL CHG- OSG8	128.22	
			60360	O REILLY AUTO PARTS	5803	0575381...	SO 8/2 AC GAUGE SET & (2)	315.17	
			60360	O REILLY AUTO PARTS	5803	0575385...	120Z FREON- U40		199.17
			60360	AUTO ZONE	6	3512759...	SO 8/22 CREDIT ON RETURN OF AC GAUGE SET- U40		
			60360	STAR W EQUIPMENT REPAIR INC	741	6205	SO 9/12 BOOSTER CABLE- U00	29.59	
		MACHINE MAINTENANCE	63500	DIAMOND INSPECTIONS #2	1422	15850	SO 8/28 AC REPAIRS- U40	250.00	
			63500	KERRI BOYD, TAX ASSESSOR	4041	1577030...	SO 9/13 STATE INSPECTION	7.00	
		TELEPHONE SERVICES	66192	FRONTIER COMMUNICATIONS	2855	2100064...	SO 9/9 REGISTRATION	7.50	
							SO 9/13 ACT# 210-006-4378-100174-5 PHONE 9/13- 10/12	5.00	
SHERIFF	Total 760							1,124.57	199.17
VETERANS SERVICES	790	GENERAL OFFICE SUPPLIES	53020	QUILL LLC	6602	40272310	VSO 8/27 INK, PAPER, FOLDERS, HIGHLIGHTERS, ENVELOPES	81.63	
VETERANS SERVICES	Total 790							81.63	0.00

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2610 - AIRPORT FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	MACHINERY/EQUIPMENT REPAIRS	63530	CSI	8885	130391	AIRPORT 9/12 REPROGRAM FRONT GATE CAMERA ANTENNAS	220.00	
		OTHER SERVICES	64320	AARC ENVIRONMENTAL INC	1139	001115417	AIRPORT 9/3 ANNUAL REVIEW & UPDATE	550.00	
			64320	COMDATA INC	628	AR453169	AIRPORT 9/9 SEPT 2024 WEB PRTL ACCESS	40.00	
		TELEPHONE SERVICES	66192	FRONTIER COMMUNICATIONS	2855	3615520...	AIRPORT 9/13 ACT# 361-552-0903-021369-5 PHONE 9/13- 10/12	109.32	
NO DEPARTMENT	Total 999							919.32	0.00

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 2660 - COASTAL PROTECTION FUND (GOMESA)

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	SERVICE-PARK SOLAR LIGHTS/SURVEIL EQUIPM	65745	ENGOPLANET ENERGY SOLUTIONS	18630	INV0002	GOMESA 8/2 LIGHTING PROJ @ BILL SANDERS PK	40,950.00	
			65745	ENGOPLANET ENERGY SOLUTIONS	18630	INV0003	GOMESA 8/30 LIGHTING PROJECT @ POC LIBRARY	1,800.00	
NO DEPARTMENT	Total 999							42,750.00	0.00

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2697 - DONATIONS FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	MISCELLANEOUS	63920	DUDLEY ALYSHA A	1491	6084	SO 9/11 PLAQUE- P. DENNIS	48.00	
NO DEPARTMENT	Total 999							48.00	0.00

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 2731 - LAW LIBRARY FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	BOOKS-LAW	70500	THOMSON REUTERS - WEST	8612	8506897...	LAW LIBRARY 9/1 AUG 2024 WEST SUBS CHGS	1,330.29	
NO DEPARTMENT	Total 999							1,330.29	0.00

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 2736 - POC COMMUNITY CENTER

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Van... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	RENTAL DEPOSITS	20820	WHIT'S INITIATIVE	1628	1000	POC CC 10/30 DEPOSIT REFUND	350.00	
			20820	KROLCZYK BLAKE	RF0...	1014	POC CC 6/10 DEPOSIT REFUND	200.00	
		CLEANING-P.O.C. COMMUNITY CENTER	60870	RHYNE SERVICES LLC	14930	SEP24	POC CC 9/12 SEPT 2024 CLEANING	600.00	
		UTILITIES-POC COMMUNITY CENTER	66616	WHITE TRASH SERVICES	1952	237871	POC CC 9/19 OCT 2024 TRASH	346.68	
			66616	WHITE TRASH SERVICES	1952	239589	POC CC 9/19 OCT 2024 ADDTL TRASH SVC	262.30	
			66616	FRONTIER COMMUNICATIONS	2855	3619834...	POC CC 9/13 ACT# 361-983-4485-102899-5 PHONE 9/13- 10/12	50.37	
			66616	INFINIUM BROADBAND INTERNET	3378	86597	POC CC 9/17 ACT# ACC0004004 INTERNET 9/17- 10/17	150.00	
NO DEPARTMENT	Total 999							1,959.35	0.00

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 2870 - 6MILE PIER/BOAT RAMP INSURMAINT (ALCOA)

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	MAINTENANCE	62635	POWER ELECTRIC LLC	2927	1843	6MILE PIER PK 9/9 REPL PHOO CELL & (2) JX BOXES	389.57	
NO DEPARTMENT	Total 999							389.57	0.00

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 5112 - CAP PROJ-CDBG-MIT INFRASTRUCTURE

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	GRANT SERVICES	62740	KSBR LLC	1978	CALHO...	CAP PROJ 8/7 CDBG MIT- HERON SLOUGH GRANT ADMIN	209,356.00	
NO DEPARTMENT	Total 999							209,356.00	0.00

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 5149 - CPRJ-OLIVIA HATERUS PARK IMPROVEMENTS

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	SUPPLIES	53974	GULF COAST HARDWARE LLC	63193	191525	CMP-OHP IMPR 8/21 LUMBER, DRILL BIT- PICNIC TABLES	67.98	
NO DEPARTMENT	Total 999							67.98	0.00

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5189 - CAPITAL PROJECT - EMS TRAINING BUILDING

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	CONSTRUCTION-EMS BUILDING	71040	GONZALEZ MARTIN	189	103289	1ST RESP TRAINING BLDG 9/6 25-LOADS FILL DIRT & SPREADING	5,200.00	
			71040	COASTAL NAIL & TOOL LLC	9070	2409157...	1ST RESP TRAINING BLDG 9/11 ANCHORS, EPOXY GUN, EPOXY	447.98	
NO DEPARTMENT	Total 999							5,647.98	0.00

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 09.25.24
 5225 - CAPITAL PROJECT-GREEN LAKE PARK

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	ENGINEERING SERVICES	62454	URBAN ENGINEERING	8044	17440	CAP PROJ 9/12 MBMT- GREEN LAKE PK IMPR PHASE 1- ENG SVCS	25,990.00	
NO DEPARTMENT	Total 999							25,990.00	0.00

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 09.25.24
 5266 - CPRJ-SWAN POINT BULKHEAD IMPROVEMENTS

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	ENGINEERING SERVICES	62454	URBAN ENGINEERING	8044	17442	CAP PROJ 9/12 MBMT-SWAN POINT PK BULKHEAD & PIER ENG SVCS	15,489.37	
NO DEPARTMENT	Total 999							15,489.37	0.00

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 09.25.24
 7750 - MISCELLANEOUS CLEARING FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	DUE TO OTHER GOVERNMENTS	20749	CALHOUN CO. NAVIGATION DIST.	1106	PO2024...	TAX A/C 9/20 SEPT 2024 TAX COLLECS	10.44	
		DUE TO OTHERS	20751	MCCREARY VESELKA BRAGG	5088	PODTA2...	TAX A/C 9/10 AUGUST 2024 DTA FEES	425.88	
			20751	CALHOUN CO ADULT DETENTION	8816	PO0924...	CALCO 9/24 RETURN-PC SENT TO TREAS IN ERROR- COMMS FUNDS	100.00	
NO DEPARTMENT	Total 999							536.32	0.00

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 09.25.24
 9200 - JUVENILE PROBATION FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	SUPPLIES/OPERATING EXPENSES	53980	MICRO DISTRIBUTING II LTD	52950	1349713	JUV PROB 9/11 (30) DRUG TESTS	225.00	
		FAMILY CONFLICT RESOLUTION&SKILLS TRAINI	62367	YOUTH ADVOCATE PROGRAMS INC	9212	0820242...	JUV PROB 9/11 AUG 2024 SVCS	7,839.00	
		PREVENTION & INTERVENTION - GRANT S	64839	YOUTH ADVOCATE PROGRAMS INC	9212	0820242...	JUV PROB 9/11 AUG 2024 SVCS	728.00	
		RESIDENTIAL SERVICE	65330	NUCES COUNTY	5473	3492014...	JUV PROB 9/10 AUG 2024 PLACEMENT (1) JUV	6,200.00	
NO DEPARTMENT	Total 999							14,992.00	0.00
Report Total								608,420.03	199.17

MEMORIAL MEDICAL CENTER

COMMISSIONERS COURT APPROVAL LIST FOR ---September 25, 2024

TOTALS TO BE APPROVED - TRANSFERRED FROM ATTACHED PAGES

TOTAL PAYABLES, PAYROLL AND ELECTRONIC BANK PAYMENTS	\$ 895,070.66 ✓
TOTAL TRANSFERS BETWEEN FUNDS	\$ 205,179.95 ✓
TOTAL NURSING HOME UPL EXPENSES	\$ 1,373,625.68 ✓
TOTAL INTER-GOVERNMENT TRANSFERS	\$ -
GRAND TOTAL DISBURSEMENTS APPROVED September 25, 2024	\$ 2,473,876.29 ✓

MEMORIAL MEDICAL CENTER
COMMISSIONERS COURT APPROVAL LIST FOR --September 25, 2024

PAYABLES AND PAYROLL

9/19/2024 Weekly Payables	335,354.58
9/23/2024 Citibank Credit Card-see attached (Erin)	2,862.48
9/23/2024 CitiBank Credit Card-See attached (Steve)	588.88
9/23/2024 McKesson-340B Prescription Expense	13,153.06
9/23/2024 Amerisource Bergen-340B Prescription Expense	1,987.96
9/23/2024 Payroll Liabilities-Payroll Taxes	122,245.18
9/23/2024 Payroll	386,754.58

Prosperity Electronic Bank Payments

9/23/2024 90 Degree Benefits - employee insurance claims	30,134.35
9/23/2024 Pay Plus-Patient Claims Processing Fee	330.94
9/23/2024 Credit Card Lease Fee	285.82
9/23/2024 Health Equity -HSA Contributions	1,372.83

TOTAL PAYABLES, PAYROLL AND ELECTRONIC BANK PAYMENTS \$ **895,070.66**

TRANSFER BETWEEN FUNDS FROM MMC TO NURSING HOMES

9/19/2024 MMC Operating to The Crescent-Correction of Insurance payment deposited into MMC Operating in error	16,750.00
9/19/2024 MMC Operating to Golden Creek Healthcare-Correction of Insurance payment deposited into MMC Operating in error	21,546.91
9/19/2024 MMC Operating to Tuscany Village-Correction of Insurance payment deposited into MMC operating in error	77,357.49
9/19/2024 MMC Operating to Bethany-Correction of insurance payment deposited into MMC Operating in error	89,525.55

TOTAL TRANSFERS BETWEEN FUNDS \$ **205,179.95**

NURSING HOME UPL EXPENSES

9/23/2024 Nursing Home UPL-Cantex Transfer	1,206,122.19
9/23/2024 Nursing Home UPL-Nexion Transfer	29,996.25
9/23/2024 Nursing Home UPL-Tuscany Transfer	54,763.96
9/23/2024 Nursing Home UPL-HSL Transfer	81,226.13

TRANSFER BETWEEN FUNDS FROM NURSING HOMES TO MMC

9/23/2024 Gulf Pointe to MMC- correction of MMC insurance payment deposited into Gulf Pointe in error	1,081.90

TRANSFER OF FUNDS BETWEEN NURSING HOMES

9/23/2024 Bethany to Crescent - Crescent Insurance payment deposited into Bethany in error	435.25

TOTAL NURSING HOME UPL EXPENSES \$ **1,373,625.68**

TOTAL INTER-GOVERNMENT TRANSFERS \$

GRAND TOTAL DISBURSEMENTS APPROVED September 25, 2024 \$ **2,473,876.29**

09/19/2024
12:15

SEP 19 2024

MEMORIAL MEDICAL CENTER

AP Open Invoice List

Due Dates Through: 10/11/2024

0
ap_open_invoice.template

Vendor# Vendor Name

A1680 AIRGAS USA, LLC - CENTRAL DIV

Class Pay Code

M

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 5510571312		09/18/202	08/31/202	09/25/202			585.23	0.00	0.00	585.23 ✓

Vendor Totals: Number Name

A1680 AIRGAS USA, LLC - CENTRAL DIV

Gross	Discount	No-Pay	Net
585.23	0.00	0.00	585.23

Vendor# Vendor Name

A1360 AMERISOURCEBERGEN DRUG CORP

Class Pay Code

W

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 3169183986B		08/26/202	07/05/202	10/11/202			1,138.70	0.00	0.00	1,138.70 ✓

✓ 804866981		09/18/202	08/30/202	09/05/202			18.00	0.00	0.00	18.00 ✓

✓ 804870443		09/18/202	08/31/202	09/06/202			6.55	0.00	0.00	6.55 ✓

✓ 3187649153		09/18/202	09/06/202	09/25/202			14.60	0.00	0.00	14.60 ✓

✓ 3188863609		09/18/202	09/17/202	09/23/202			55.44	0.00	0.00	55.44 ✓

Vendor Totals: Number Name

A1360 AMERISOURCEBERGEN DRUG CORP

Gross	Discount	No-Pay	Net
1,233.29	0.00	0.00	1,233.29

Vendor# Vendor Name

B1150 BAXTER HEALTHCARE

Class Pay Code

W

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 82824911		09/01/202	09/03/202	09/28/202			631.20	0.00	0.00	631.20 ✓

Vendor Totals: Number Name

B1150 BAXTER HEALTHCARE

Gross	Discount	No-Pay	Net
631.20	0.00	0.00	631.20

Vendor# Vendor Name

B1220 BECKMAN COULTER INC

Class Pay Code

M

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 111544261		08/01/202	09/05/202	09/30/202			683.25	0.00	0.00	683.25 ✓

✓ 111523115		08/21/202	08/23/202	09/17/202			249.15	0.00	0.00	249.15 ✓

SUPPLIES

5492627		08/27/202	08/25/202	10/11/202			1,337.05	0.00	0.00	1,337.05

✓ 111553499		09/11/202	09/09/202	10/04/202			10,172.90	0.00	0.00	10,172.90 ✓

✓ 111557714		09/11/202	09/11/202	10/06/202			93.24	0.00	0.00	93.24 ✓

SUPPLIES

Vendor Totals: Number Name

B1220 BECKMAN COULTER INC

Gross	Discount	No-Pay	Net
12,535.59	0.00	0.00	12,535.59

Vendor# Vendor Name

11072 BIO-RAD LABORATORIES, INC

Class Pay Code

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 907559485		09/11/202	08/27/202	09/11/202			358.86	0.00	0.00	358.86 ✓

✓ 907565937		09/18/202	08/29/202	09/18/202			1,801.00	0.00	0.00	1,801.00 ✓

SUPPLIES

✓ 907576149		09/18/202	09/03/202	09/18/202			2,668.97	0.00	0.00	2,668.97 ✓

no invoice

SUPPLIES

Vendor Totals: Number Name				Gross	Discount	No-Pay	Net		
11072 BIO-RAD LABORATORIES, INC				4,828.83	0.00	0.00	4,828.83		
Vendor#	Vendor Name			Class	Pay Code				
10926	CAITLIN CLEVINGER								
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
091624		09/18/202	09/16/202	09/16/202		242.54	0.00	0.00	242.54
Vendor Totals: Number Name				Gross	Discount	No-Pay	Net		
10926 CAITLIN CLEVINGER				242.54	0.00	0.00	242.54		
Vendor#	Vendor Name			Class	Pay Code				
11088	CANTEX HEALTH CARE CENTERS LLC								
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
091124		09/18/202	09/11/202	10/11/202		3,672.00	0.00	0.00	3,672.00
Vendor Totals: Number Name				Gross	Discount	No-Pay	Net		
11088 CANTEX HEALTH CARE CENTERS LLC				3,672.00	0.00	0.00	3,672.00		
Vendor#	Vendor Name			Class	Pay Code				
10541	CARESFIELD								
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
200027813		09/04/202	09/09/202	10/09/202		104.40	0.00	0.00	104.40
2000277722		09/11/202	09/05/202	10/05/202		189.19	0.00	0.00	189.19
2000277721		09/11/202	09/05/202	10/05/202		270.20	0.00	0.00	270.20
Vendor Totals: Number Name				Gross	Discount	No-Pay	Net		
10541 CARESFIELD				563.79	0.00	0.00	563.79		
Vendor#	Vendor Name			Class	Pay Code				
11202	CFI MECHANICAL INC								
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
SD24113		09/11/202	09/09/202	09/11/202		1,195.00	0.00	0.00	1,195.00
Vendor Totals: Number Name				Gross	Discount	No-Pay	Net		
11202 CFI MECHANICAL INC				1,195.00	0.00	0.00	1,195.00		
Vendor#	Vendor Name			Class	Pay Code				
12768	CHEMAQUA								
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
8838851		09/18/202	09/10/202	09/20/202		593.69	0.00	0.00	593.69
Vendor Totals: Number Name				Gross	Discount	No-Pay	Net		
12768 CHEMAQUA				593.69	0.00	0.00	593.69		
Vendor#	Vendor Name			Class	Pay Code				
C1166	COASTAL OFFICE SOLUTIONS			W					
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
OEQT252751		08/01/202	07/15/202	07/25/202		22,550.29	0.00	0.00	22,550.29
SIGNAGE- GRANT									
Vendor Totals: Number Name				Gross	Discount	No-Pay	Net		
C1166 COASTAL OFFICE SOLUTIONS				22,550.29	0.00	0.00	22,550.29		
Vendor#	Vendor Name			Class	Pay Code				
13336	COCA COLA SOUTHWEST BEVERAGES								
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
43245272015		09/18/202	09/11/202	10/11/202		436.88	0.00	0.00	436.88
43245272017		09/18/202	09/11/202	10/11/202		-36.99	0.00	0.00	-36.99

Vendor Totals: Number		Name	Gross		Discount	No-Pay	Net
13336		COCA COLA SOUTHWEST BEVERAGES	399.89		0.00	0.00	399.89
Vendor#	Vendor Name	Class	Pay Code				
13932	COVIDIEN SALES LLC						
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay
	5872815045		08/01/202	09/02/202	10/02/202		
			Gross		Discount	No-Pay	Net
			496.50		0.00	0.00	496.50
Vendor Totals: Number		Name	Gross		Discount	No-Pay	Net
13932		COVIDIEN SALES LLC	496.50		0.00	0.00	496.50
Vendor#	Vendor Name	Class	Pay Code				
10368	DEWITT POTH & SON						
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay
	7608292		08/31/202	08/02/202	10/11/202		
			Gross		Discount	No-Pay	Net
			5.46		0.00	0.00	5.46
	7646760		08/31/202	08/19/202	10/11/202		
			80.90		0.00	0.00	80.90
Vendor Totals: Number		Name	Gross		Discount	No-Pay	Net
10368		DEWITT POTH & SON	86.36		0.00	0.00	86.36
Vendor#	Vendor Name	Class	Pay Code				
14800	DIRECTV ENTERTAINMENT HOLDINGS						
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay
	240912		09/18/202	09/12/202	10/01/202		
			Gross		Discount	No-Pay	Net
			489.85		0.00	0.00	489.85
Vendor Totals: Number		Name	Gross		Discount	No-Pay	Net
14800		DIRECTV ENTERTAINMENT HOLDINGS	489.85		0.00	0.00	489.85
Vendor#	Vendor Name	Class	Pay Code				
10789	DISCOVERY MEDICAL NETWORK INC						
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay
	MMC091524		09/18/202	09/15/202	09/16/202		
			Gross		Discount	No-Pay	Net
			106,323.56		0.00	0.00	106,323.56
Vendor Totals: Number		Name	Gross		Discount	No-Pay	Net
10789		DISCOVERY MEDICAL NETWORK INC	106,323.56		0.00	0.00	106,323.56
Vendor#	Vendor Name	Class	Pay Code				
11091	ECOLAB						
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay
	6347899299		09/18/202	09/10/202	10/10/202		
			Gross		Discount	No-Pay	Net
			300.00		0.00	0.00	300.00
Vendor Totals: Number		Name	Gross		Discount	No-Pay	Net
11091		ECOLAB	300.00		0.00	0.00	300.00
Vendor#	Vendor Name	Class	Pay Code				
S0501	EVOQUA WATER TECHNOLOGIES LLC						
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay
	906649054		09/18/202	09/11/202	10/06/202		
			Gross		Discount	No-Pay	Net
			585.00		0.00	0.00	585.00
Vendor Totals: Number		Name	Gross		Discount	No-Pay	Net
S0501		EVOQUA WATER TECHNOLOGIES LLC	585.00		0.00	0.00	585.00
Vendor#	Vendor Name	Class	Pay Code				
10689	FASTHEALTH CORPORATION						
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay
	08A24MMC		08/13/202	08/01/202	09/30/202		
			Gross		Discount	No-Pay	Net
			-545.00		0.00	0.00	-545.00
	09A24MMC		09/10/202	09/01/202	09/16/202		
			545.00		0.00	0.00	545.00
Vendor Totals: Number		Name	Gross		Discount	No-Pay	Net
10689		FASTHEALTH CORPORATION	0.00		0.00	0.00	0.00
Vendor#	Vendor Name	Class	Pay Code				

F1100	✓	FEDERAL EXPRESS CORP.	W									
		Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
	✓	856327842		09/17/202	07/18/202	08/12/202			72.27	0.00	0.00	72.27 ✓
			SUPPLIES									
	✓	856970254		09/17/202	07/25/202	08/19/202			156.93	0.00	0.00	156.93 ✓
			SHIPPING									
	✓	857637158		09/17/202	08/01/202	08/26/202			79.96	0.00	0.00	79.96 ✓
			SUPPLIES									
	✓	859109730		09/17/202	08/15/202	09/09/202			115.16	0.00	0.00	115.16 ✓
			SHIPPING									
	✓	859843031		09/17/202	08/22/202	09/16/202			53.66	0.00	0.00	53.66 ✓
			SHIPPING									
Vendor Totals: Number Name									Gross	Discount	No-Pay	Net
F1100 FEDERAL EXPRESS CORP.									477.98	0.00	0.00	477.98
Vendor#	Vendor Name		Class		Pay Code							
13016	✓	FIRST INSURANCE FUNDING										
		Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
	✓	091324		09/17/202	09/13/202	10/01/202			3,812.95	0.00	0.00	3,812.95 ✓
			INSTALLMENT									
Vendor Totals: Number Name									Gross	Discount	No-Pay	Net
13016 FIRST INSURANCE FUNDING									3,812.95	0.00	0.00	3,812.95
Vendor#	Vendor Name		Class		Pay Code							
F1400	✓	FISHER HEALTHCARE	M									
		Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
	✓	4809168		09/04/202	08/22/202	09/16/202			14,359.72	0.00	0.00	14,359.72 ✓
	✓	5061292		09/17/202	09/03/202	09/28/202			73.80	0.00	0.00	73.80 ✓
			SUPPLIES									
	✓	5098710		09/17/202	09/04/202	09/29/202			704.15	0.00	0.00	704.15 ✓
			SUPPLIES									
Vendor Totals: Number Name									Gross	Discount	No-Pay	Net
F1400 FISHER HEALTHCARE									15,137.67	0.00	0.00	15,137.67
Vendor#	Vendor Name		Class		Pay Code							
10599	✓	FORVIS										
		Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
	✓	2197735		09/04/202	09/02/202	10/11/202			17,850.00	0.00	0.00	17,850.00 ✓
Vendor Totals: Number Name									Gross	Discount	No-Pay	Net
10599 FORVIS									17,850.00	0.00	0.00	17,850.00
Vendor#	Vendor Name		Class		Pay Code							
W1300	✓	GRAINGER	M									
		Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
	✓	9234385608		08/01/202	08/30/202	09/30/202			163.80	0.00	0.00	163.80 ✓
	✓	9242353549		09/17/202	09/09/202	10/04/202			507.12	0.00	0.00	507.12 ✓
			SUPPLIES									
	✓	9242200849		09/17/202	09/09/202	10/04/202			331.60	0.00	0.00	331.60 ✓
			SUPPLIES									
Vendor Totals: Number Name									Gross	Discount	No-Pay	Net
W1300 GRAINGER									1,002.52	0.00	0.00	1,002.52
Vendor#	Vendor Name		Class		Pay Code							
G1210	✓	GULF COAST PAPER COMPANY	M									
		Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
	✓	2566209		08/31/202	08/27/202	09/26/202			378.26	0.00	0.00	378.26 ✓
			SUPPLIES									
	✓	2566208		08/31/202	08/27/202	09/26/202			45.85	0.00	0.00	45.85 ✓

SUPPLIES										
✓	2561359		09/17/202	08/13/202	09/12/202		127.84	0.00	0.00	127.84 ✓
SUPPLIES										
✓	2563761		09/17/202	08/20/202	09/19/202		999.28	0.00	0.00	999.28 ✓
SUPPLIES										
✓	2568212		09/17/202	08/27/202	09/26/202		905.07	0.00	0.00	905.07 ✓
SUPPLIES										
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
	G1210	GULF COAST PAPER COMPANY					2,456.30	0.00	0.00	2,456.30
Vendor#	Vendor Name					Class	Pay Code			
H0031	HEB CREDIT RECEIVABLES DEPT308									
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
✓	082824		09/18/202	08/28/202	09/25/202		167.06	0.00	0.00	167.06 ✓
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
	H0031	HEB CREDIT RECEIVABLES DEPT308					167.06	0.00	0.00	167.06
Vendor#	Vendor Name					Class	Pay Code			
12504	HEB GROCERY COMPANY									
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
✓	9751		09/18/202	09/08/202	09/06/202		10.00	0.00	0.00	10.00 ✓
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
	12504	HEB GROCERY COMPANY					10.00	0.00	0.00	10.00
Vendor#	Vendor Name					Class	Pay Code			
14916	HEWLETT-PACKARD									
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
✓	100000473811		09/18/202	09/17/202	09/17/202		573.53	0.00	0.00	573.53 ✓
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
	14916	HEWLETT-PACKARD					573.53	0.00	0.00	573.53
Vendor#	Vendor Name					Class	Pay Code			
14872	HOLLAND & KNIGHT LLP									
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
✓	33469817		09/18/202	09/12/202	09/12/202		6,201.00	0.00	0.00	6,201.00 ✓
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
	14872	HOLLAND & KNIGHT LLP					6,201.00	0.00	0.00	6,201.00
Vendor#	Vendor Name					Class	Pay Code			
12196	ICU MEDICAL, INC									
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
✓	4289625		09/11/202	09/03/202	09/11/202		181.00	0.00	0.00	181.00 ✓
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
	12196	ICU MEDICAL, INC					181.00	0.00	0.00	181.00
Vendor#	Vendor Name					Class	Pay Code			
15512	IMAGING CENTER									
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
✓	418880		09/18/202	09/13/202	09/13/202		2,333.79	0.00	0.00	2,333.79 ✓
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
	15512	IMAGING CENTER					2,333.79	0.00	0.00	2,333.79
Vendor#	Vendor Name					Class	Pay Code			
11260	INTOXIMETERS INC					M				
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
✓	766939		08/21/202	08/12/202	09/06/202		77.00	0.00	0.00	77.00 ✓

Vendor Totals: Number		Name		Gross	Discount	No-Pay	Net			
11260		INTOXIMETERS INC		77.00	0.00	0.00	77.00			
Vendor#	Vendor Name	Class	Pay Code							
15200	MANAGED CARE PARTNERS INC.									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
8512		09/18/202	10/01/202	10/01/202			500.00	0.00	0.00	500.00
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Vendor Totals: Number		Name		Gross	Discount	No-Pay	Net			
15200		MANAGED CARE PARTNERS INC.		500.00	0.00	0.00	500.00			
Vendor#	Vendor Name	Class	Pay Code							
M2178	MCKESSON MEDICAL SURGICAL INC									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
22612104		09/11/202	09/11/202	09/26/202			285.08	0.00	0.00	285.08
SUPPLIES										
21737061		09/17/202	02/20/202	03/06/202			105.01	0.00	0.00	105.01
SUPPLIES										
Vendor Totals: Number		Name		Gross	Discount	No-Pay	Net			
M2178		MCKESSON MEDICAL SURGICAL INC		390.09	0.00	0.00	390.09			
Vendor#	Vendor Name	Class	Pay Code							
10613	MEDIMPACT HEALTHCARE SYS, INC.	A/P								
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
090924		09/18/202	09/09/202	09/09/202			18.45	0.00	0.00	18.45
091624		09/18/202	09/16/202	09/16/202			29.05	0.00	0.00	29.05
Vendor Totals: Number		Name		Gross	Discount	No-Pay	Net			
10613		MEDIMPACT HEALTHCARE SYS, INC.		47.50	0.00	0.00	47.50			
Vendor#	Vendor Name	Class	Pay Code							
M2470	MEDLINE INDUSTRIES INC	M								
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
2334728289		09/04/202	09/10/202	10/05/202			43.27	0.00	0.00	43.27
2333737951		09/04/202	09/11/202	10/06/202			7,199.83	0.00	0.00	7,199.83
2333870436		09/11/202	09/04/202	09/29/202			206.95	0.00	0.00	206.95
2334756646		09/11/202	09/10/202	10/05/202			240.28	0.00	0.00	240.28
SUPPLIES										
2334781576		09/11/202	09/11/202	10/06/202			22.51	0.00	0.00	22.51
SUPPLIES										
2334781585		09/11/202	09/11/202	10/06/202			42.99	0.00	0.00	42.99
SUPPLIES										
2334781574		09/11/202	09/11/202	10/06/202			12,224.04	0.00	0.00	12,224.04
SUPPLIES										
2334781581		09/11/202	09/11/202	10/06/202			7,875.73	0.00	0.00	7,875.73
SUPPLIES										
2334781573		09/11/202	09/11/202	10/06/202			1,145.84	0.00	0.00	1,145.84
SUPPLIES										
2333870428		09/11/202	09/11/202	10/06/202			70.02	0.00	0.00	70.02
2333870429		09/11/202	09/11/202	10/06/202			8.20	0.00	0.00	8.20
2334781575		09/11/202	09/11/202	10/06/202			66.73	0.00	0.00	66.73
SUPPLIES										
2334781578		09/11/202	09/11/202	10/06/202			1,579.64	0.00	0.00	1,579.64
SUPPLIES										

✓	2334781584		09/11/202	09/11/202	10/06/202		13.01	0.00	0.00	13.01	✓
		SUPPLIES									
✓	2333506032		09/18/202	08/30/202	09/24/202		-106.27	0.00	0.00	-106.27	✓
		CREDIT									
Vendor Totals: Number Name											
		M2470	MEDLINE INDUSTRIES INC				Gross	Discount	No-Pay	Net	
							30,632.77	0.00	0.00	30,632.77	
Vendor#	Vendor Name		Class	Pay Code							
10536	MORRIS & DICKSON CO, LLC										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓	SC5866		09/10/202	08/26/202	10/11/202			214.67	0.00	0.00	214.67
✓	0165		09/18/202	08/28/202	09/07/202			-1,597.73	0.00	0.00	-1,597.73
✓	2396161		09/18/202	09/03/202	09/13/202			73.30	0.00	0.00	73.30
✓	2396162		09/18/202	09/03/202	09/13/202			8.74	0.00	0.00	8.74
✓	2404146		09/18/202	09/04/202	09/14/202			24.90	0.00	0.00	24.90
✓	2403923		09/18/202	09/04/202	09/14/202			112.12	0.00	0.00	112.12
✓	CM51504		09/18/202	09/04/202	09/14/202			-4.40	0.00	0.00	-4.40
✓	2404147		09/18/202	09/04/202	09/14/202			2,929.69	0.00	0.00	2,929.69
✓	CM51505		09/18/202	09/04/202	09/14/202			-4.40	0.00	0.00	-4.40
✓	2403922		09/18/202	09/04/202	09/14/202			41.92	0.00	0.00	41.92
✓	CM51507		09/18/202	09/04/202	09/14/202			-20.28	0.00	0.00	-20.28
✓	CM51506		09/18/202	09/04/202	09/14/202			-4.40	0.00	0.00	-4.40
✓	2409089		09/18/202	09/05/202	09/15/202			63.14	0.00	0.00	63.14
✓	2409090		09/18/202	09/05/202	09/15/202			1,610.68	0.00	0.00	1,610.68
✓	2411092		09/18/202	09/06/202	09/16/202			4,730.03	0.00	0.00	4,730.03
✓	2415152		09/18/202	09/08/202	09/18/202			149.22	0.00	0.00	149.22
✓	2415153		09/18/202	09/08/202	09/18/202			1,344.84	0.00	0.00	1,344.84
✓	2415151		09/18/202	09/08/202	09/18/202			771.71	0.00	0.00	771.71
✓	2420233		09/18/202	09/09/202	09/19/202			261.78	0.00	0.00	261.78
✓	2420232		09/18/202	09/09/202	09/19/202			6,725.53	0.00	0.00	6,725.53
✓	2425925		09/18/202	09/10/202	09/20/202			393.80	0.00	0.00	393.80
✓	2425924		09/18/202	09/10/202	09/20/202			34.34	0.00	0.00	34.34
✓	2428219		09/18/202	09/11/202	09/21/202			6,137.33	0.00	0.00	6,137.33
✓	2430798		09/18/202	09/11/202	09/21/202			463.65	0.00	0.00	463.65

✓ 2427505	09/18/202 09/11/202 09/21/202	4,782.98	0.00	0.00	4,782.98	✓
✓ 2430799	09/18/202 09/11/202 09/21/202	310.57	0.00	0.00	310.57	✓
✓ 3589	09/18/202 09/11/202 09/21/202	-92.61	0.00	0.00	-92.61	✓
✓ 2434896	09/18/202 09/12/202 09/22/202	63.04	0.00	0.00	63.04	✓
✓ 2434897	09/18/202 09/12/202 09/22/202	639.10	0.00	0.00	639.10	✓
✓ 2441930	09/18/202 09/15/202 09/25/202	388.79	0.00	0.00	388.79	✓
✓ 2441931	09/18/202 09/15/202 09/25/202	1,357.69	0.00	0.00	1,357.69	✓
✓ 2446482	09/18/202 09/16/202 09/26/202	433.74	0.00	0.00	433.74	✓
✓ 2446483	09/18/202 09/16/202 09/26/202	557.87	0.00	0.00	557.87	✓

Vendor Totals: Number Name Gross Discount No-Pay Net
10536 MORRIS & DICKSON CO, LLC 32,901.35 0.00 0.00 32,901.35

Vendor# Vendor Name Class Pay Code

13624 NEXION HEALTH AT NAVASOTA INC

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ TELEMED080131		09/18/202	09/02/202	09/18/202			1,000.00	0.00	0.00	1,000.00

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Vendor Totals: Number Name Gross Discount No-Pay Net
13624 NEXION HEALTH AT NAVASOTA INC 1,000.00 0.00 0.00 1,000.00

Vendor# Vendor Name Class Pay Code

11472 ✓ OCCUPRO LLC

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 36918		09/09/202	09/07/202	10/07/202			486.68	0.00	0.00	486.68

Vendor Totals: Number Name Gross Discount No-Pay Net
11472 OCCUPRO LLC 486.68 0.00 0.00 486.68

Vendor# Vendor Name Class Pay Code

O1500 ✓ OLYMPUS AMERICA INC

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 36816297		08/01/202	09/07/202	10/07/202			1,125.00	0.00	0.00	1,125.00

Vendor Totals: Number Name Gross Discount No-Pay Net
O1500 OLYMPUS AMERICA INC 1,125.00 0.00 0.00 1,125.00

Vendor# Vendor Name Class Pay Code

O1416 ✓ ORTHO CLINICAL DIAGNOSTICS

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 1853707162		08/01/202	09/10/202	10/10/202			752.16	0.00	0.00	752.16

Vendor Totals: Number Name Gross Discount No-Pay Net
O1416 ORTHO CLINICAL DIAGNOSTICS 752.16 0.00 0.00 752.16

Vendor# Vendor Name Class Pay Code

P1800 ✓ PITNEY BOWES INC

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 1026022382		09/18/202	09/09/202	10/09/202			223.92	0.00	0.00	223.92

Vendor Totals: Number Name Gross Discount No-Pay Net
P1800 PITNEY BOWES INC 223.92 0.00 0.00 223.92

Vendor#	Vendor Name				Class	Pay Code					
12708	✓ POC ELECTRIC, LLC										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
	✓ 47391		09/17/202	08/13/202	09/17/202			306.88	0.00	0.00	306.88 ✓
	SUPPLIES										
	Vendor Totals: Number		Name					Gross	Discount	No-Pay	Net
	12708		POC ELECTRIC, LLC					306.88	0.00	0.00	306.88
Vendor#	Vendor Name				Class	Pay Code					
11024	✓ REED, CLAYMON, MEEKER & HARGET										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
	✓ 32288		09/18/202	09/12/202	09/18/202			202.00	0.00	0.00	202.00 ✓
	Vendor Totals: Number		Name					Gross	Discount	No-Pay	Net
	11024		REED, CLAYMON, MEEKER & HARGET					202.00	0.00	0.00	202.00
Vendor#	Vendor Name				Class	Pay Code					
S1001	✓ SANOFI PASTEUR INC				W						
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
	✓ 7141555186		09/18/202	09/05/202	10/05/202			22,915.98	0.00	0.00	22,915.98 ✓
	Vendor Totals: Number		Name					Gross	Discount	No-Pay	Net
	S1001		SANOFI PASTEUR INC					22,915.98	0.00	0.00	22,915.98
Vendor#	Vendor Name				Class	Pay Code					
S1800	✓ SHERWIN WILLIAMS				W						
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
	✓ 083124		09/18/202	08/12/202	09/20/202			599.74	0.00	0.00	599.74 ✓
	Vendor Totals: Number		Name					Gross	Discount	No-Pay	Net
	S1800		SHERWIN WILLIAMS					599.74	0.00	0.00	599.74
Vendor#	Vendor Name				Class	Pay Code					
10936	✓ SIEMENS FINANCIAL SERVICES										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
	✓ 56382400069019		09/18/202	08/26/202	09/15/202			4,038.24	0.00	0.00	4,038.24 ✓
	Vendor Totals: Number		Name					Gross	Discount	No-Pay	Net
	10936		SIEMENS FINANCIAL SERVICES					4,038.24	0.00	0.00	4,038.24
Vendor#	Vendor Name				Class	Pay Code					
10699	✓ SIGN AD, LTD.										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
	✓ 304545		09/18/202	09/16/202	09/26/202			410.00	0.00	0.00	410.00 ✓
	Vendor Totals: Number		Name					Gross	Discount	No-Pay	Net
	10699		SIGN AD, LTD.					410.00	0.00	0.00	410.00
Vendor#	Vendor Name				Class	Pay Code					
14716	✓ SINGLETON ASSOCIATES PA										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
	✓ 5148A		09/18/202	08/27/202	09/18/202			10.91	0.00	0.00	10.91 ✓
	✓ 5149		09/18/202	09/11/202	09/18/202			240.02	0.00	0.00	240.02 ✓
	✓ 10549		09/18/202	09/18/202	09/18/202			637.40	0.00	0.00	637.40 ✓
	Vendor Totals: Number		Name					Gross	Discount	No-Pay	Net
	14716		SINGLETON ASSOCIATES PA					888.33	0.00	0.00	888.33
Vendor#	Vendor Name				Class	Pay Code					
S2362	✓ SMITH & NEPHEW, INC.										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net

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✓	983370010		09/17/202	09/13/202	09/17/202			1,033.30	0.00	0.00	1,033.30	✓
		SUPPLIES										
	Vendor Totals: Number Name							Gross	Discount	No-Pay	Net	
	S2362	SMITH & NEPHEW, INC.						1,033.30	0.00	0.00	1,033.30	
Vendor#	Vendor Name					Class	Pay Code					
11296	✓	SOUTH TEXAS BLOOD & TISSUE CEN										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net	
✓	107043774		09/18/202	09/15/202	10/10/202			6,291.00	0.00	0.00	6,291.00	✓
✓	CM13190		09/18/202	09/15/202	10/10/202			-2,810.00	0.00	0.00	-2,810.00	✓
	Vendor Totals: Number Name							Gross	Discount	No-Pay	Net	
	11296	SOUTH TEXAS BLOOD & TISSUE CEN						3,481.00	0.00	0.00	3,481.00	
Vendor#	Vendor Name					Class	Pay Code					
S2345	✓	SOUTHEAST TEXAS HEALTH SYS				W						
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net	
✓	26959		09/18/202	08/12/202	09/11/202			125.00	0.00	0.00	125.00	✓
	Vendor Totals: Number Name							Gross	Discount	No-Pay	Net	
	S2345	SOUTHEAST TEXAS HEALTH SYS						125.00	0.00	0.00	125.00	
Vendor#	Vendor Name					Class	Pay Code					
S2694	✓	STANFORD VACUUM SERVICE				M						
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net	
✓	679012		09/18/202	08/06/202	09/18/202			550.00	0.00	0.00	550.00	✓
	Vendor Totals: Number Name							Gross	Discount	No-Pay	Net	
	S2694	STANFORD VACUUM SERVICE						550.00	0.00	0.00	550.00	
Vendor#	Vendor Name					Class	Pay Code					
T1971	✓	TEXAS HEALTHCARE TRUSTEES				W						
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net	
✓	HGC24164		09/18/202	07/25/202	09/18/202			1,395.00	0.00	0.00	1,395.00	✓
	Vendor Totals: Number Name							Gross	Discount	No-Pay	Net	
	T1971	TEXAS HEALTHCARE TRUSTEES						1,395.00	0.00	0.00	1,395.00	
Vendor#	Vendor Name					Class	Pay Code					
12688	✓	THE STRETCHER PAD CO.										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net	
✓	50511691		09/18/202	09/04/202	09/18/202			493.96	0.00	0.00	493.96	✓
	SUPPLIES											
	Vendor Totals: Number Name							Gross	Discount	No-Pay	Net	
	12688	THE STRETCHER PAD CO.						493.96	0.00	0.00	493.96	
Vendor#	Vendor Name					Class	Pay Code					
13616	✓	TRIOSE, INC										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net	
✓	TRI194055		09/18/202	08/09/202	08/24/202			132.18	0.00	0.00	132.18	✓
✓	TRI195042		09/18/202	08/20/202	09/04/202			193.49	0.00	0.00	193.49	✓
	Vendor Totals: Number Name							Gross	Discount	No-Pay	Net	
	13616	TRIOSE, INC						325.67	0.00	0.00	325.67	
Vendor#	Vendor Name					Class	Pay Code					
11067	✓	TRIZETTO PROVIDER SOLUTIONS										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net	
✓	35FK092400		09/18/202	09/01/202	09/26/202			1,587.97	0.00	0.00	1,587.97	✓
	Vendor Totals: Number Name							Gross	Discount	No-Pay	Net	

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11067	TRIZETTO PROVIDER SOLUTIONS						1,587.97	0.00	0.00	1,587.97	
Vendor#	Vendor Name					Class	Pay Code				
10841	✓ TRUBRIDGE, LLC										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓	T2409171378		09/18/202	09/17/202	09/17/202			12,671.89	0.00	0.00	12,671.89
	Vendor Totals: Number	Name						Gross	Discount	No-Pay	Net
	10841	TRUBRIDGE, LLC						12,671.89	0.00	0.00	12,671.89
Vendor#	Vendor Name					Class	Pay Code				
U1064	✓ UNIFIRST HOLDINGS INC										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓	2921041215		09/04/202	09/02/202	10/11/202			119.59	0.00	0.00	119.59
✓	2921042098		09/18/202	09/12/202	10/07/202			2,231.21	0.00	0.00	2,231.21
✓	2921042097		09/18/202	09/12/202	10/07/202			235.48	0.00	0.00	235.48
✓	2921042102		09/18/202	09/12/202	10/07/202			202.71	0.00	0.00	202.71
✓	2921042096		09/18/202	09/12/202	10/07/202			138.31	0.00	0.00	138.31
✓	2921042103		09/18/202	09/12/202	10/07/202			125.92	0.00	0.00	125.92
✓	2921042101		09/18/202	09/12/202	10/07/202			312.42	0.00	0.00	312.42
✓	2921042099		09/18/202	09/12/202	10/07/202			34.04	0.00	0.00	34.04
✓	2921042100		09/18/202	09/12/202	10/07/202			393.95	0.00	0.00	393.95
✓	2921042297		09/18/202	09/16/202	10/11/202			2,399.79	0.00	0.00	2,399.79
✓	2921042298		09/18/202	09/16/202	10/11/202			119.59	0.00	0.00	119.59
	Vendor Totals: Number	Name						Gross	Discount	No-Pay	Net
	U1064	UNIFIRST HOLDINGS INC						6,313.01	0.00	0.00	6,313.01
Vendor#	Vendor Name					Class	Pay Code				
12400	✓ UPDOX LLC										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓	INV00523853		09/18/202	08/31/202	08/31/202			1,460.94	0.00	0.00	1,460.94
	Vendor Totals: Number	Name						Gross	Discount	No-Pay	Net
	12400	UPDOX LLC						1,460.94	0.00	0.00	1,460.94
Vendor#	Vendor Name					Class	Pay Code				
15444	✓ VANDERBILT HEALTH										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓	CI00066540		09/18/202	08/31/202	09/18/202			588.17	0.00	0.00	588.17
	Vendor Totals: Number	Name						Gross	Discount	No-Pay	Net
	15444	VANDERBILT HEALTH						588.17	0.00	0.00	588.17
Vendor#	Vendor Name					Class	Pay Code				
11110	✓ WERFEN USA LLC										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓	9111617775		09/18/202	09/13/202	10/08/202			1,571.67	0.00	0.00	1,571.67
	SUPPLIES										
	Vendor Totals: Number	Name						Gross	Discount	No-Pay	Net
	11110	WERFEN USA LLC						1,571.67	0.00	0.00	1,571.67

Quarterly Admin Fees True-up Apr-June 2024 ✓

Vendor#	Vendor Name	Class	Pay Code							
11400	✓ WEST COAST MEDICAL RESOURCES									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ INV117769		08/01/202	09/06/202	10/06/202			80.00	0.00	0.00	80.00 ✓
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
11400 WEST COAST MEDICAL RESOURCES							80.00	0.00	0.00	80.00
Report Summary										
Grand Totals:		Gross		Discount		No-Pay		Net		
		336,691.63		0.00		0.00		336,691.63		

APPROVED ON

SEP 19 2024

BY COUNTY AUDITOR
CALHOUN COUNTY TEXAS

336,691.63 +

11.00 -

335,354.58 +

Pg. 1 no invoice removed

COPY

CITIBANK CORPORATE CARD

Account Statement

Commercial Card Account
ERIN CLEVENGER

Account Inquiries:

Toll Free: 1-(800)-248-4553
International: 1-(804)-954-7314
TDD/TTY: 1-(877)-505-7276

Account Number: XXXX-XXXX-XXXX-6228

Summary of Account Activity

Total Activity \$2,862.48

Send Notice of Billing Errors and Customer Service Inquiries to:
CITIBANK, N.A., PO BOX 6125, SIOUX FALLS SD 57117-6125

Not an invoice. For your records only.

Credit Limit \$20,000
Cash Advance Limit \$5,000
Statement Closing Date 09/03/2024
Days in Billing Period 31

Transactions

Post Date	Trans Date	MCC	Reference Number	Description/Location	Amount
***** NOTICE MEMO ITEM(S) LISTED BELOW *****					
08/06	08/05	9399	05134374219800081905445	1 NPDB NPDB.HRSA.GOV FAIRFAX VA N112514879	22033 USA 2.50 ✓
08/07	08/07	8999	55432864220208304192091	2 AMA*CRENDENTIALING 800-621-8335 IL	60611 USA 44.00 ✓
08/12	08/10	3503	55480774223016196081343	3 SHERATON WESTPORT LAKE SAINT LOUIS MO 2933497	63146 USA 625.80 ✓
				CHECK IN: 08/05/2024	
08/13	08/12	8699	82305094225000024652820	4 TEXAS ORGANIZATION OF ROUND ROCK TX	78864 USA 384.88 ✓
08/14	08/12	7011	75120714228900017270143	5 KALAHARI RESORT - TX - ROUND ROCK TX BFLG9VZN	78865 USA 204.00 ✓
				CHECK IN: 08/12/2024	
08/16	08/15	8699	55436874229132298274228	6 NATIONAL ASSOCIATION O FREMONT MI 2497114	49412 USA 500.00 ✓
08/19	08/16	7372	52653844231067265568925	7 SYSTEM13INC 4349770000 VA 26556892	22911 USA 1,000.00 ✓
08/28	08/27	9399	05134374241600059778830	8 NPDB NPDB.HRSA.GOV FAIRFAX VA N113428111	22033 USA 2.50 ✓
08/28	08/27	9399	05134374241600059778813	9 NPDB NPDB.HRSA.GOV FAIRFAX VA N113428400	22033 USA 55.00 ✓
08/28	08/26	8999	55432864241203192308856	10 AMA*CRENDENTIALING 800-621-8335 IL	60611 USA 44.00 ✓
***** TOTAL AMOUNT OF MEMO ITEM(S): \$2,862.48 *****					

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

Page 1 of 2

CITIBANK, N.A.
PO BOX 6125
SIOUX FALLS SD 57117-6125Account Number XXXX-XXXX-XXXX-6228
Statement Closing Date September 03, 2024

APPROVED ON

SEP 23 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXASERIN CLEVENGER
202 S ANN ST., STE A
PORT LAVACA TX 77979-4204Not an invoice.
For your records only.

00010079643

MEMORIAL MEDICAL CENTER

PURCHASE ORDER

Bill To: 815 N. VIRGINIA ST.
PORT LAVACA, TX 77979
PHONE: (361) 552-6713
FAX: (361) 552-0312

Ship To: 815 N. VIRGINIA ST.
PORT LAVACA, TX 77979
PHONE: (361) 552-6713
FAX: (361) 552-0312

Vendor Name:

Citibank

Date:

9/19/2024

Vendor Address:

P.O. #

Account #

Vendor Phone #:

Vendor Fax #:

Initiated By:

Date Required		Expense #	Department	Deliver To		Form # 9401
Line No.	Qty.	Catalog Number	Description	Unit Cost	Unit Meas.	Extended Cost
1	—		NPDs - 1 provider			✓ 2.50
2	—		AMA Credentialing X 1 physician			✓ 44.00
3			8mt + Cont. Monitoring			
4	—		Sheraton Lakeside Chalet	6/5/24 - 8/9/24		✓ 625.60
5			St. Louis, MO - Hotel Reservation		Kim Resendez - 8/24 class	
6			Kim Resendez (Lab) - training			
7	—		TORCH - Registration for	9/20/24 - 9/26/24		✓ 384.88
8			Erin Cleverger - Fall Conference			
9	—		Kalahari Resorts - Hotel Reservation			✓ 204.00
10			1st night - Erin Cleverger	9/20/24		

Est. Freight

Est. Total Cost

TOTAL COST

NOTES:

Contact:	Date:
Quoted By:	
Buyer:	E.T.A.

Dept. Director

Dir. Nursing

Dir. Clinical Services

CFO

Administrator

[Signature]

2

MEMORIAL MEDICAL CENTER PURCHASE ORDER

Bill To: 815 N. VIRGINIA ST.
PORT LAVACA, TX 77979
PHONE: (361) 552-6713
FAX: (361) 552-0312

Ship To: 815 N. VIRGINIA ST.
PORT LAVACA, TX 77979
PHONE: (361) 552-6713
FAX: (361) 552-0312

Vendor Name:

CouBank

Date:

9/19/2024

Vendor Address:

P.O. #

Vendor Phone #:

Account #

Vendor Fax #:

Initiated By:

Date Required		Expense #	Department	Deliver To		Form # 9401	
Line No.	Qty.	Catalog Number	Description	Unit Cost	Unit Meas.	Extended Cost	
1	-		National Assoc of Rural Health			✓ 500.00	
2			Clinics - Registration for Erin				
3		2 * 50 +	Converge - CRHCP Course				
4		44 * 00 +	System 13 QRC - Qtr Cert				
5		625 * 60 +	Regeneration - Claims				
6		580 * 88 +	NPDB - X1 Provider (Enroll)			✓ 250	
7		504 * 00 +	NPDB - X22 Renewals			✓ 55.00	
8		500 * 00 +	AMA Credentialing - 1 Phy			✓ 44.00	
9		2 * 00 +	Qtr + Cont. Monitoring				
10							

NOTES: Est. Freight _____ Est. Total Cost _____ TOTAL COST *\$2,862.48*

Contact:	Date:
Quoted By:	
Buyer:	E.T.A.

Dept. Director _____
Dir. Nursing _____
Dir. Clinical Services _____
CFO _____
Administrator *Erin Clewley*

CITIBANK CORPORATE CARD

Account Statement



Account Inquiries:

To: Free: 1-(800)-248-4553
 International: 1-(904)-954-7314
 TDD/TTY: 1-(877)-505-7276

Corporate Card Account
 STEVE BROCK

Account Number: XXXX-XXXX-XXXX-1615

Summary of Account Activity

Total Activity \$588.88

Send Notice of Billing Errors and Customer Service inquiries to:
 CITIBANK, N.A., PO BOX 6125 SIOUX FALLS SD 57117-6125

Not an Invoice. For your records only.

Credit Limit \$5,000
 Cash Advance Limit \$0
 Statement Closing Date 09/03/2024
 Days in Billing Period 31

Transactions

Post Date	Trans Date	MCC	Reference Number	Description/Location	Amount
NOTICE MEMO ITEM(S) LISTED BELOW					
08/30	08/29	8699	82305094243000010726893	1 TEXAS ORGANIZATION OF ROUND ROCK TX 78664 USA	384.88 ✓
09/02	08/29	7011	75120714243900018983750	2 KALAHARI RESORT - TX - ROUND ROCK TX 78665 USA	204.00 ✓
8T2TWMVY CHECK IN: 08/29/2024					
TOTAL AMOUNT OF MEMO ITEM(S):					\$588.88

APPROVED ON

SEP 23 2024

BY COUNTY AUDITOR
 CALHOUN COUNTY, TEXAS

COPY

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

Page 1 of 2



CITIBANK, N.A.
 PO BOX 6125
 SIOUX FALLS SD 57117-6125

Account Number

XXXX-XXXX-XXXX-1615

Statement Closing Date

September 03 2024

Not an Invoice.
 For your records only

STEVE BROCK
 202 S ANN ST, STE A
 PORT LAVACA TX 77979-4204

00010079654

MEMORIAL MEDICAL CENTER

PURCHASE ORDER

Bill To: 815 N. VIRGINIA ST.
PORT LAVACA, TX 77979
PHONE: (361) 552-6713
FAX: (361) 552-0312

Ship To: 815 N. VIRGINIA ST.
PORT LAVACA, TX 77979
PHONE: (361) 552-6713
FAX: (361) 552-0312

Vendor Name: Citibank

Date: 9/19/2024

Vendor Address: _____

P.O. # _____

Vendor Phone #: _____

Account # _____

Vendor Fax #: _____

Initiated By: _____

Date Required		Expense #	Department	Deliver To		Form # 9401
Line No.	Qty.	Catalog Number	Description	Unit Cost	Unit Meas.	Extended Cost
1	—		Texas Organization of Rural			✓ 384.88
2			& Community Hospitals - Round Rock, TX			
3			Fall Conference Registration			
4			Steve Porock 9/23 - 9/26			
5	—		Kalahari Resorts - 1st Day/Night			✓ 204.00
6		500.00 +	Reservation for Steve			
7		204.00 +	Porock			
8		588.88 +				
9						
10						

NOTES: Est. Freight _____ Est. Total Cost _____ TOTAL COST \$588.88

Charges made to Steve Porock's MC

Contact:	Date:
Quoted By:	
Buyer:	E.T.A.

Dept. Director _____
Dir. Nursing _____
Dir. Clinical Services _____
CFO _____
Administrator Kim Cleary

McKESSON

STATEMENT

As of: 09/20/2024

Page: 002

To ensure proper credit to your account, detach and return this stub with your remittance

Company: 8000

MEMORIAL MEDICAL CENTER ✓
AP
815 N VIRGINIA STREET ✓
PORT LAVACA TX 77979

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

DC: 8115
Customer INV SupplD:
Territory:

Customer: 632536
Date: 09/21/2024

As of: 09/20/2024 Page: 002
Mail to: Comp: 8000

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Cust: 632536 PLEASE CHECK ANY
Date: 09/21/2024 ITEMS NOT PAID (✓)

Billing Date	Due Date	Receivable Number	National Account Order Reference	Description	Cash Discount	Amount (gross)	P F	Amount (net)	P F	Receivable Number	

* column legend: P = Past Due Item, F = Future Due Item, blank = Current Due Item

TOTAL: National Acct 632536 MEMORIAL MEDICAL CENTER

Subtotals: 13,421.53 USD

Future Due: 0.00

Past Due: 0.00

Last Payment 2,451.97
08/07/2017

If Paid By 09/24/2024,
Pay This Amount:

13,153.06 USD

If Paid After 09/24/2024,
Pay this Amount:

13,421.53 USD

Due If Paid On Time:

USD 13,153.06 ✓

Disc lost if paid late:

268.47

Due If Paid Late:

USD 13,421.53

5 * 22 +
13,125 * 32 +
22 * 52 +
13,153 * 06 +

APPROVED ON

SEP 23 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

✓ Andrew E. [Signature]
9/23/2024

For AR Inquiries please contact 800-867-0333

MCKESSON

STATEMENT

As of: 09/20/2024

Page: 001

To ensure proper credit to your account, detach and return this stub with your remittance

Company: 8000

HEB PHCY 0434/MEM MED PHS
MEMORIAL MEDICAL CENTER
VICKY KALISEK
815 N VIRGINIA ST
PORT LAVACA TX 77979

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

DC: 8115
Customer INV SupplID:
Territory: 7001

Customer: 190813
Date: 09/21/2024

As of: 09/20/2024 Page: 001
Mail to: Comp: 8000

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Cust: 190813 PLEASE CHECK ANY
Date: 09/21/2024 ITEMS NOT PAID (✓)

Billing Date	Due Date	Receivable Number	National Account	Order Reference	Description	Cash Discount	Amount (gross)	P F	Amount (net)	P F	Receivable Number	
Customer Number 190813	HEB PHCY 0434/MEM MED PHS											
09/18/2024	09/24/2024	7521591728		4174687	115Invoice	0.11	5.33		5.22	✓	7521591728	

*P column legend: P = Past Due Item, F = Future Due Item, blank = Current Due Item

TOTAL: Customer Number 190813 HEB PHCY 0434/MEM MED PHS

Subtotal: 5.33 USD

Future Due: 0.00

Past Due: 0.00

Last Payment 24,560.81
09/16/2024

If Paid By 09/24/2024,
Pay This Amount:

5.22 USD

If Paid After 09/24/2024,
Pay This Amount:

5.33 USD

Due If Paid On Time:

USD 5.22 ✓

Disc lost if paid late:

0.11

Due If Paid Late:

USD 5.33

APPROVED ON

SEP 23 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

✓ Andrew M. Torres
9/23/2024

For AR Inquiries please contact 800-867-0333

McKESSON

STATEMENT

As of: 09/20/2024

Page: 001

To ensure proper credit to your account, detach and return this stub with your remittance

Company: 8000

WALMART 1098/MEM MED PHS
MEMORIAL MEDICAL CENTER
VICKY KALISEK
815 N VIRGINIA ST
PORT LAVACA TX 77979

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

DC: 8115
Customer INV SuppID:
Territory: 7001

Customer: 256342
Date: 09/21/2024

As of: 09/20/2024 Page: 001
Mail to: Comp: 8000

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Cust: 256342 PLEASE CHECK ANY
Date: 09/21/2024 ITEMS NOT PAID (✓)

Billing Date	Due Date	Receivable Number	National Account	Order Reference	Description	Cash Discount	Amount (gross)	P F	Amount (net)	P F	Receivable Number
Customer Number 256342 WALMART 1098/MEM MED PHS											
19/14/2024	09/24/2024	7520971531		204856690	115Invoice	1.17	58.47		57.30	✓	7520971531
19/14/2024	09/24/2024	7520971532		206974220	115Invoice	2.74	136.85		134.11	✓	7520971532
19/14/2024	09/24/2024	7520971533		211018742	115Invoice	0.01	0.32		0.31	✓	7520971533
19/14/2024	09/24/2024	7520971534		208245824	115Invoice	0.01	0.63		0.62	✓	7520971534
19/14/2024	09/24/2024	7520971535		208390915	115Invoice	0.01	0.63		0.62	✓	7520971535
19/14/2024	09/24/2024	7520971536		206427908	115Invoice	0.01	0.32		0.31	✓	7520971536
19/14/2024	09/24/2024	7520971537		206572802	115Invoice	0.01	0.32		0.31	✓	7520971537
19/14/2024	09/24/2024	7520971538		210851955	115Invoice	5.16	258.22		253.06	✓	7520971538
19/14/2024	09/24/2024	7520971539		209606802	115Invoice	0.01	0.32		0.31	✓	7520971539
19/14/2024	09/24/2024	7520971540		210258143	115Invoice	0.02	0.95		0.93	✓	7520971540
19/14/2024	09/24/2024	7520971541		210374571	115Invoice	0.01	0.32		0.31	✓	7520971541
19/14/2024	09/24/2024	7520971542		210606606	115Invoice	0.01	0.32		0.31	✓	7520971542
19/14/2024	09/24/2024	7520971543		208188615	115Invoice	22.52	1,126.23		1,103.71	✓	7520971543
19/14/2024	09/24/2024	7520971544		208220871	115Invoice	22.52	1,126.23		1,103.71	✓	7520971544
19/14/2024	09/24/2024	7520971545		207567373	115Invoice	0.01	0.63		0.62	✓	7520971545
19/14/2024	09/24/2024	7520971546		207629508	115Invoice	0.01	0.32		0.31	✓	7520971546
19/16/2024	09/24/2024	7521249809		211140867	115Invoice	0.83	41.42		40.59	✓	7521249809
19/16/2024	09/24/2024	7521249810		203051223	115Invoice	0.01	0.32		0.31	✓	7521249810
19/17/2024	09/24/2024	7521518512		206572602	115Invoice	0.01	0.32		0.31	✓	7521518512
19/17/2024	09/24/2024	7521518513		210576422	115Invoice	5.23	261.41		256.18	✓	7521518513
19/17/2024	09/24/2024	7521518514		211358897	115Invoice	21.41	1,070.57		1,049.16	✓	7521518514
19/17/2024	09/24/2024	7521518515		211413206	115Invoice	0.02	0.95		0.93	✓	7521518515
19/17/2024	09/24/2024	7521518516		211413206	115Invoice	40.80	2,040.18		1,999.38	✓	7521518516
19/18/2024	09/24/2024	7521786685		211498414	115Invoice	0.83	41.42		40.59	✓	7521786685
19/18/2024	09/24/2024	7521786686		204105929	115Invoice	0.25	12.67		12.42	✓	7521786686
19/18/2024	09/24/2024	7521786687		207145602	115Invoice	5.23	261.41		256.18	✓	7521786687
19/18/2024	09/24/2024	7521786688		208220871	115Invoice	22.52	1,126.23		1,103.71	✓	7521786688
19/18/2024	09/24/2024	7521786689		211498414	115Invoice	1.50	74.93		73.43	✓	7521786689
19/18/2024	09/24/2024	7521786690		208852419	115Invoice	0.01	0.63		0.62	✓	7521786690
19/18/2024	09/24/2024	7521786691		207029278	115Invoice	0.01	0.63		0.62	✓	7521786691
19/18/2024	09/24/2024	7521786692		207218693	115Invoice	0.01	0.32		0.31	✓	7521786692

For AR Inquiries please contact 800-867-0333

McKESSON

STATEMENT

As of: 09/20/2024

Page: 002

To ensure proper credit to your account, detach and return this stub with your remittance

Company: 8000

WALMART 1098/MEM MED PHS
MEMORIAL MEDICAL CENTER
VICKY KALISEK
815 N VIRGINIA ST
PORT LAVACA TX 77979

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

DC: 8115
Customer INV SupplID:
Territory: 7001

Customer: 256342
Date: 09/21/2024

As of: 09/20/2024 Page: 002
Mail to: Comp: 8000

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Cust: 256342 PLEASE CHECK ANY
Date: 09/21/2024 ITEMS NOT PAID (✓)

Billing Date	Due Date	Receivable Number	National Account Order Reference	Description	Cash Discount	Amount (gross)	P F	Amount (net)	P F	Receivable Number	
19/18/2024	09/24/2024	7521786693	207218693	115Invoice	17.12	855.76		838.64	✓	7521786693	
19/18/2024	09/24/2024	7521786694	210606806	115Invoice	0.01	0.32		0.31	✓	7521786694	
19/18/2024	09/24/2024	7521786695	211077583	115Invoice	0.01	0.32		0.31	✓	7521786695	
19/18/2024	09/24/2024	7521786696	211498414	115Invoice	0.01	0.32		0.31	✓	7521786696	
19/19/2024	09/24/2024	7521786697	205987101	115Invoice	2.14	106.81		104.67	✓	7521786697	
19/19/2024	09/24/2024	7522055803	210867078	115Invoice	15.83	781.45		765.82	✓	7522055803	
19/19/2024	09/24/2024	7522055804	211498414	115Invoice	5.23	261.41		256.18	✓	7522055804	
19/19/2024	09/24/2024	7522055805	205147848	115Invoice	1.17	58.47		57.30	✓	7522055805	
19/19/2024	09/24/2024	7522055806	205987101	115Invoice		0.14		0.14	✓	7522055806	
19/19/2024	09/24/2024	7522055807	207218693	115Invoice	0.02	0.95		0.93	✓	7522055807	
19/19/2024	09/24/2024	7522055808	208295096	115Invoice	22.52	1,126.23		1,103.71	✓	7522055808	
19/19/2024	09/24/2024	7522055809	211621273	115Invoice	0.01	0.32		0.31	✓	7522055809	
19/19/2024	09/24/2024	7522055810	207629508	115Invoice	0.01	0.32		0.31	✓	7522055810	
19/19/2024	09/24/2024	7522055811	207218693	115Invoice	17.12	855.76		838.64	✓	7522055811	
19/20/2024	09/24/2024	7522322240	211723301	115Invoice	27.20	1,360.12		1,332.92	✓	7522322240	
19/20/2024	09/24/2024	7522322241	211782464	115Invoice	6.80	340.03		333.23	✓	7522322241	

*F column legend: P = Past Due Item, F = Future Due Item, blank = Current Due Item

TOTAL: Customer Number 256342 WALMART 1098/MEM MED PHS

Subtotals: 13,393.22 USD

Future Due: 0.00

Past Due: 0.00

Last Payment 24,560.81
09/16/2024

If Paid By 09/24/2024,

Pay This Amount: 13,125.32 USD

If Paid After 09/24/2024,

Pay this Amount: 13,393.22 USD

APPROVED ON

SEP 23 2024

BY COUNTY AUDITOR
GALHOUN COUNTY, TEXAS

Due If Paid On Time:

USD 13,125.32 ✓

Disc lost if paid late:

267.90

Due If Paid Late:

USD 13,393.22

✓ Andrew D. [Signature]
9/23/2024

For AR Inquiries please contact 800-867-0333

McKESSON

STATEMENT

As of: 09/20/2024

Page: 001

To ensure proper credit to your account, detach and return this stub with your remittance

Company: 8000

HEB PHCY WHSE/MEM MED PHS
MEMORIAL MEDICAL CENTER
VICKY KAUSEK
815 N VIRGINIA ST
PORT LAVACA TX 77979

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

DC: 8115
Customer INV SupplD:
Territory: 7001

Customer: 820405
Date: 09/21/2024

As of: 09/20/2024
Mail to: Page: 001
Comp: 8000

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Cust: 820405
Date: 09/21/2024
PLEASE CHECK ANY
ITEMS NOT PAID (✓)

Billing Date	Due Date	Receivable Number	National Account	632536 Order Reference	Description	Cash Discount	Amount (gross)	P F	Amount (net)	P F	Receivable Number	
Customer Number 820405	HEB PHCY WHSE/MEM MED PHS											
19/16/2024	09/24/2024	7520994047	B2409-055-173752	115Invoice	0.46	22.98	22.52	✓	7520994047			

*F column legend: P = Past Due Item, F = Future Due Item, blank = Current Due Item

TOTAL: Customer Number 820405 HEB PHCY WHSE/MEM MED PHS
Subtotals:

22.98 USD

Future Due: 0.00

Past Due: 0.00

Last Payment 24,560.81
19/16/2024

If Paid By 09/24/2024,
Pay This Amount:

22.52 USD

If Paid After 09/24/2024,
Pay this Amount:

22.98 USD

Due If Paid On Time:
USD
Disc lost if paid late:

22.52 ✓

0.46

Due If Paid Late:
USD

22.98

APPROVED ON

SEP 23 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

Andrew J. Copeland
9/23/2024

For AR Inquiries please contact 800-867-0333



STATEMENT

Statement Number: 68250902
Date: 09-20-2024

1 of 1

Served By:

AMERISOURCEBERGEN DRUG CORP
12727 W. AIRPORT BLVD.
SUGAR LAND TX 77478-6101DEA: RA0289276
866-451-9655

Customer:

WALGREENS #12494 340B
MEMORIAL MEDICAL CENTER
1302 N VIRGINIA ST
PORT LAVACA TX 77979-2509

Remit To:

AMERISOURCEBERGEN
PO Box 905223
CHARLOTTE NC 28290-5223

Customer Number

100135284 / 037028186

Terms

Sat - Fri Due in 7 days

Summary

Not Yet Due:	0.00
Current:	1,987.96
Past Due:	0.00
Total Due:	1,987.96
Account Balance:	1,987.96

Account Activity

Document Date	Due Date	Reference Number	Purchase Order Number	Document Type	Original Amount	Last Receipt	Amount Received	Balance
09-15-2024	09-27-2024	3188668882	7007604734	Invoice	261.36		0.00	✓ 261.36
09-15-2024	09-27-2024	3188668883	7007604734	Invoice	1.18		0.00	✓ 1.18
09-15-2024	09-27-2024	3188668884	7007615443	Invoice	162.58		0.00	✓ 162.58
09-15-2024	09-27-2024	3188668885	7007615471	Invoice	53.55		0.00	✓ 53.55
09-15-2024	09-27-2024	3188668886	7007615471	Invoice	3.00		0.00	✓ 3.00
09-15-2024	09-27-2024	3188668887	7007625239	Invoice	42.47		0.00	✓ 42.47
09-16-2024	09-27-2024	3188769005	7007632041	Invoice	22.90		0.00	✓ 22.90
09-17-2024	09-27-2024	3188864241	7007642080	Invoice	1,073.40		0.00	✓ 1,073.40
09-18-2024	09-27-2024	3189027160	7007649387	Invoice	96.87		0.00	✓ 96.87
09-18-2024	09-27-2024	3189027161	7007649550	Invoice	63.77		0.00	✓ 63.77
09-19-2024	09-27-2024	3189269361	7007657077	Invoice	10.12		0.00	✓ 10.12
09-20-2024	09-27-2024	3189423747	7007666238	Invoice	196.76		0.00	✓ 196.76

Current	1-15 Days	16-30 Days	31-60 Days	61-90 Days	91-120 Days	Over 120 Days
1,987.96	0.00	0.00	0.00	0.00	0.00	0.00

Thank You for Your Payment

Date	Amount
09-20-2024	(3,520.41)

APPROVED ON

SEP 23 2024

BY COUNTY AUDITOR
GALHOLN COUNTY, TEXAS

Reminders

Due Date	Amount
09-27-2024	1,987.96
Total Due:	1,987.96

✓ Andrew Dufresne
9/23/2024

TOLL FREE PHONE NUMBER: 1-800-555-3453

(EFTPS TUTORIAL SYSTEM: 1-800-572-8683)

☐ "ENTER 9-DIGIT TAXPAYER IDENTIFICATION NUMBER"

ENTER:

###

☐ "ENTER YOUR 4-DIGIT PIN"

☐ "MAKE A PAYMENT, PRESS 1"

☐ "ENTER THE TAX TYPE NUMBER FOLLOWED BY THE # SIGN"

★ #

☐ "IF FEDERAL TAX DEPOSIT ENTER 1"

☐ "ENTER 2-DIGIT TAX FILING YEAR"

★

☐ "ENTER 2-DIGIT TAX FILING ENDING MONTH"

★

1ST QTR - 03 (MARCH) - Jan, Feb, Mar

2ND QTR - 06 (JUNE) - Apr, May, June

3RD QTR - 09 (SEPTEMBER) - July, Aug, Sept

4TH QTR - 12 (DECEMBER) - Oct, Nov, Dec

☐ "ENTER AMOUNT OF TAX DEPOSIT - FOLLOWED BY # SIGN"
"1 TO CONFIRM"

★ #

"ENTER W/CENTS AMOUNT OF SOCIAL SECURITY"

0 #

"ENTER W/CENTS AMOUNT OF MEDICARE"

#

"ENTER W/CENTS AMOUNT OF FEDERAL WITHHOLDING"

#

☐ "6-DIGIT SETTLEMENT DATE"

★

"1 TO CONFIRM"

☐ ACKNOWLEDGEMENT NUMBER

CALLED IN BY:
CALLED IN DATE:
CALLED IN TIME:

Run Date: 09/23/24
Time: 09:08

MEMORIAL MEDICAL CENTER
Payroll Register Bi-Weekly
Pay Period 09/06/24 - 09/19/24 Run# 1

Page 111
P2REG

Final Summary

PayCode Summary								Deductions Summary			
PayCd	Description	Hrs	OT	SH	WE	HO	C2	Gross	Code	Amount	
1	REGULAR PAY-S1	10212.00	N		N	N		243662.65	A/R	325.00	A/R2 A/R3
1	REGULAR PAY-S1	2024.00	N		N	N	N	94338.34	ADVANC		AWARDS HCBSVI
1	REGULAR PAY-S1	316.50	Y		N	N		12717.14	BOOTS		CAFE H CAFE-1
1	REGULAR PAY-S1	2.50	Y		N	N	N	134.89	CAFE-2		CAFE-3 CAFE-4
2	REGULAR PAY-S2	2743.25	N		N	N		74512.06	CAFE-5		CAFE-C CAFE-D 1231.56
2	REGULAR PAY-S2	152.50	Y		N	N		7066.10	CAFE-F		CAFE-H 30227.25 CAFE-I
3	REGULAR PAY-S3	1618.25	N		N	N		56739.46	CAFE-L		CAFE-P CANCER
3	REGULAR PAY-S3	107.00	Y		N	N		5164.53	CHILD	610.99	CLINIC 380.00 COMBIN 250.86
4	CALL BACK PAY	20.50	N	1	N	N	Y	1082.29	CREDUN		DD ADV DENTNL
4	CALL BACK PAY	4.00	N	2	N	N	Y	174.13	DEP-LF		DIS-LF EAT
4	CALL BACK PAY	1.25	N	3	N	N	Y	43.21	EATCSH		FEDTAX 42701.48 FICA-M 7538.39
4	CALL BACK PAY	.50	Y	1	N	N	Y	40.67	FICA-O	32233.46	FIRSTC FLEM S 4040.43
4	CALL BACK PAY	.75	Y	3	N	N	Y	38.89	FLX FE		FORT D FUTA
C	CALL PAY	2167.00	N	1	N	N		4334.00	GIFT S	73.66	GRANT GRP-IN
D	DOUBLE TIME	23.25	N	2	N	N		1816.65	GTL		HOSP-I HSA 672.83
D	DOUBLE TIME	41.00	N	3	N	N		3444.15	ID TFF		IRSTAX LEAF
D	DOUBLE TIME	7.75	Y	3	N	N		679.83	LEGAL	160.91	MASA 852.50 MEALS 2850.12
E	EXTRA WAGES	7.25	N		N	N	N	16170.34	MEIVIS		MISC MISC/
E	EXTRA WAGES		N	1	N	N	N	2253.75	MMCSHR		MOOACC 498.22 MOOILL 1066.63
F	FUNERAL LEAVE	48.00	N	1	N	N		1098.96	MOOIND	491.50	MOOLIF 1315.77 MOOSTD 1765.34
I	INSERVICE	68.25	N	1	N	N		2413.53	MOOVIS	854.28	KATEML 1256.63 OTHER
I	INSERVICE	15.50	Y	1	N	N		781.60	PHI		PHI*** PR FIN
K	EXTENDED-ILLNESS-BANK	2.00	N		N	N	N	99.00	RELAY		REPAY SAMS
K	EXTENDED-ILLNESS-BANK	93.00	N	1	N	N		2319.16	SCRUBS		SIGNON ST-TX
P	PAID-TIME-OFF	83.57	N		N	N	N	1280.33	STONDF	395.00	STONE STONE2
P	PAID-TIME-OFF	961.25	N	1	N	N		24869.83	STUDEN		SUNACC SUNILL
X	CALL PAY 2	96.00	N	1	N	N		192.00	SUNIND		SUNLIF SUNSTD
Z	CALL PAY 3	96.00	N	1	N	N		288.00	SUNVIS		SURCHG 275.00 TSA-1
									TSA-2		TSA-C TSA-P
									TSA-R	38293.10	TUTION UNIFOR
									UN/HCS		
Grand Totals: 20912.82 ----- ! Gross:								557815.49 ✓	Deductions: 171060.91 ✓		Net: 386754.58 ✓
Checks Count:- FT 207 PT 13 Other 49 Female 238 Male								30 Credit	OverAmt 14 ZeroNec Term		Total: 260

Andrew D. Dots Zentgraf
9/23/2024

**MEMORIAL MEDICAL CENTER
PROSPERITY BANK
ELECTRONIC TRANSFERS FOR OPERATING ACCOUNT — Sept 16, 2024 - Sept 22, 2024**

Date	Bank Description	MMC Notes	CPSI "Handwritten"	
			Amount	Check #
9/20/2024	PAY PLUS ACHTrans 3686641 101000695404468 P	- 3rd Party Payor Fee	170.04 ✓	901360
9/20/2024	AMERISOURCE BERG PAYMENTS 0100007768 2100002	- 340B Drug Program Expense	3,520.41 ✗	500639
9/19/2024	WEBFILE TAX PYMT DD 902/76804712 21000021744	- Sales Tax	2,386.37 ✗	700138
9/19/2024	PAY PLUS ACHTrans 36718336 101000694302074 P	- 3rd Party Payor Fee	34.09 ✗	901361
9/19/2024	HPHG LLC PORT LAVA MemMedCtr Ptlav 113122650	- Health Insurance Claim Payments	81,281.07 ✗✗	800590
9/18/2024	PAY PLUS ACHTrans 36533757 101000693066604 P	- 3rd Party Payor Fee	36.81 ✗	901362
9/17/2024	PAY PLUS ACHTrans 36352688 101000691666977 P	- 3rd Party Payor Fee	75.59 ✗	901363
9/17/2024	MCKESSON DRUG AUTO ACH ACH06173893 910000135	- 340B Drug Program Expense	24,560.81 ✗	500640
9/16/2024	PAY PLUS ACHTrans 36261750 101000690354397 P	- 3rd Party Payor Fee	14.41 ✗	901364
9/16/2024	TEXAS COUNTY DRS RECEIVABLE 0419 21000027014	- Retirement Funding	266,891.32 ✗✗	800591
9/16/2024	IRS USATAXPYMT 270466044344801 6103601018447	- Payroll Taxes	118,581.20 ✗✗	800592
9/16/2024	FDMS FDMS PYMT 052-1743547-000 4100012698221	- Credit Card Machine Lease Fee	40.03 ✗	901365
9/16/2024	FDMS FDMS PYMT 052-2100911-000 4100012700013	- Credit Card Machine Lease Fee	49.64 ✗	901366
9/16/2024	FDMS FDMS PYMT 052-1743548-000 4100012699290	- Credit Card Machine Lease Fee	80.08 ✗	901367
9/16/2024	FDMS FDMS PYMT 052-1737276-000 4100012697810	- Credit Card Machine Lease Fee	120.08 ✗	901368
			<u>497,837.94</u> ✓	

pay pws
CC
lease
Fee

170.04 +
34.09 +
36.81 +
75.59 +
14.41 +
500.00 +
0.00
40.03 +
49.64 +
80.08 +
120.08 +
0.00
320.94 +
266.89 +
616.76 +

Andrew De Los Santos
Andrew De Los Santos
Memorial Medical Center

September 23, 2024

* Approved on 9.18.24 cc
* * Approved on 9.11.24 cc

**PROSPERITY BANK
ELECTRONIC TRANSFERS FOR OPERATING ACCOUNT — ESTIMATED ACHS**

Date	Description	MR	Amount
			497,837.94 +
			0.00 ✓

Andrew De Los Santos
Andrew De Los Santos
Memorial Medical Center

September 23, 2024

**APPROVED ON
SEP 23 2024
BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS**

320.94 +
266.89 +
0.00 +

Start Date	Benefit	EE Per Pay Cost	ER Per Pay Cost
1/1/2024	Health Savings Account	\$0.00	\$ 25.00
1/1/2024	Health Savings Account	\$100.00	\$ 25.00
1/1/2024	Health Savings Account	\$147.91	\$ 25.00
1/1/2024	Health Savings Account	\$41.67	\$ 25.00
7/1/2024	Health Savings Account	\$0.00	\$ 25.00
1/1/2024	Health Savings Account	\$60.00	\$ 25.00
9/1/2024	Health Savings Account	\$0.00	\$ 25.00
1/1/2024	Health Savings Account	\$10.00	\$ 25.00
1/1/2024	Health Savings Account	\$0.00	\$ 25.00
1/1/2024	Health Savings Account	\$0.00	\$ 25.00
1/1/2024	Health Savings Account	\$0.00	\$ 25.00
1/1/2024	Health Savings Account	\$25.00	\$ 25.00
1/1/2024	Health Savings Account	\$0.00	\$ 25.00
8/1/2024	Health Savings Account	\$0.00	\$ 25.00
1/1/2024	Health Savings Account	\$0.00	\$ 25.00
2/1/2024	Health Savings Account	\$163.25	\$ 25.00
1/1/2024	Health Savings Account	\$50.00	\$ 25.00
2/1/2024	Health Savings Account	\$0.00	\$ 25.00
1/1/2024	Health Savings Account	\$100.00	\$ 25.00
1/1/2024	Health Savings Account	\$0.00	\$ 25.00
1/1/2024	Health Savings Account	\$0.00	\$ 25.00
9/1/2024	Health Savings Account	\$0.00	\$ 25.00
1/1/2024	Health Savings Account	\$25.00	\$ 25.00
7/1/2024	Health Savings Account	\$0.00	\$ 25.00
1/1/2024	Health Savings Account	\$0.00	\$ 25.00
2/1/2024	Health Savings Account	\$0.00	\$ 25.00
		\$722.83	\$ 650.00
	Total	\$1,372.83	

RECEIVED BY THE
COUNTY AUDITOR ON

09/19/2024
11:48

SEP 19 2024

MEMORIAL MEDICAL CENTER

AP Open Invoice List

0

Due Dates Through: 10/12/2024

ap_open_invoice.template

CALHOUN COUNTY, TEXAS

Vendor# Vendor Name

Class Pay Code

11824 ✓ THE CRESCENT

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 090824		09/18/202	09/06/202	10/12/202			6,900.00	0.00	0.00	6,900.00 ✓
	TRANSFER									
✓ 091224		09/18/202	09/12/202	10/12/202			9,850.00	0.00	0.00	9,850.00 ✓

INS. pmt dep. into mmcopt. in error

Vendor Totals: Number Name
11824 THE CRESCENT

Gross	Discount	No-Pay	Net
16,750.00	0.00	0.00	16,750.00

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	16,750.00	0.00	0.00	16,750.00

APPROVED ON

SEP 19 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

RECEIVED BY THE
COUNTY AUDITOR ON

7

09/19/2024
11:49

SEP 19 2024

MEMORIAL MEDICAL CENTER

AP Open Invoice List

Due Dates Through: 10/12/2024

0
ap_open_invoice.template

Vendor# Vendor Name CALHOUN COUNTY, TEXAS

11836 GOLDENCREEK HEALTHCARE

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 090624		09/18/202	09/06/202	10/12/202			3,570.06	0.00	0.00	3,570.06 ✓
✓ 091024	TRANSFER	09/18/202	09/10/202	10/12/202			5,280.52	0.00	0.00	5,280.52 ✓
✓ 091124B	TRANSFER	09/18/202	09/11/202	10/12/202			576.40	0.00	0.00	576.40 ✓
✓ 091124A		09/18/202	09/11/202	10/12/202			204.00	0.00	0.00	204.00 ✓
✓ 091124		09/18/202	09/11/202	10/12/202			5,200.93	0.00	0.00	5,200.93 ✓
✓ 091224		09/18/202	09/12/202	10/12/202			790.00	0.00	0.00	790.00 ✓
✓ 091224A		09/18/202	09/12/202	10/12/202			5,925.00	0.00	0.00	5,925.00 ✓

Vendor Totals: Number Name

11836 GOLDENCREEK HEALTHCARE

Gross	Discount	No-Pay	Net
21,546.91	0.00	0.00	21,546.91

Report Summary

Grand Totals:

Gross
21,546.91

Discount
0.00

No-Pay
0.00

Net
21,546.91

APPROVED ON

SEP 19 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

RECEIVED BY THE
COUNTY AUDITOR ON

✓ 9

09/19/2024
11:50

SEP 19 2024

MEMORIAL MEDICAL CENTER

AP Open Invoice List

0

Due Dates Through: 10/12/2024

ap_open_invoice.template

Vendor# Vendor Name
13004 ✓ TUSCANY VILLAGE

Class Pay Code

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 090624		09/18/202	09/06/202	10/12/202			10,905.00	0.00	0.00	10,905.00 ✓
	TRANSFER									
✓ 091024		09/18/202	09/10/202	10/12/202			2,609.70	0.00	0.00	2,609.70 ✓
	TRANSFER									
✓ 091024A		09/18/202	09/10/202	10/12/202			28,516.91	0.00	0.00	28,516.91 ✓
	TRANSFER									
✓ 091124		09/18/202	09/11/202	10/12/202			6,324.00	0.00	0.00	6,324.00 ✓
✓ 091124C		09/18/202	09/11/202	10/12/202			4,942.62	0.00	0.00	4,942.62 ✓
✓ 091124A		09/18/202	09/11/202	10/12/202			18,347.26	0.00	0.00	18,347.26 ✓
✓ 091124B		09/18/202	09/11/202	10/12/202			5,712.00	0.00	0.00	5,712.00 ✓

Vendor Totals: Number Name
13004 TUSCANY VILLAGE

Gross Discount No-Pay Net
77,357.49 0.00 0.00 77,357.49

Report Summary

Grand Totals: Gross Discount No-Pay Net
77,357.49 0.00 0.00 77,357.49

APPROVED ON

SEP 19 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

RECEIVED BY THE
COUNTY AUDITOR ON

SEP 19 2024

09/19/2024

11:49

CALHOUN COUNTY, TEXAS

MEMORIAL MEDICAL CENTER

AP Open Invoice List

Due Dates Through: 10/12/2024

0

ap_open_invoice.template

Vendor# Vendor Name

12792 ✓ BETHANY SENIOR LIVING

Class Pay Code

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 9 090624 ✓		09/18/202	09/06/202	10/12/202			7,026.35	0.00	0.00	7,026.35 ✓
✓ 9 091024 ✓	TRANSFER	09/18/202	09/10/202	10/12/202			48,316.27	0.00	0.00	48,316.27 ✓
	<i>INS. pmt. dup. into mmc opt. in error</i>									
✓ 5 091024A ✓	TRANSFER	09/18/202	09/10/202	10/12/202			10.64	0.00	0.00	10.64 ✓
✓ 9 091124 ✓	TRANSFER	09/18/202	09/11/202	10/12/202			19,637.23	0.00	0.00	19,637.23 ✓
✓ 9 091224 ✓		09/18/202	09/12/202	10/12/202			14,535.06	0.00	0.00	14,535.06 ✓
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
12792 BETHANY SENIOR LIVING							89,525.55	0.00	0.00	89,525.55

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	89,525.55	0.00	0.00	89,525.55

APPROVED ON

SEP 19 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

Memorial Medical Center
Nursing Home UPL
Weekly Contex Transfer
Prosperity Accounts
9/23/2024

Nursing Home	Account Number	Previous Beginning Balance	Transfer Out	ADH Transfer In	Pending Deposits	Today's Beginning Balance	Amount to Be Transferred to Nursing Home
Ashtford Healthcare		61,434.82	60,944.37	298,447.01		298,937.46	298,447.01
						Bank Balance	298,937.46
						Variance	
						Leave in Balance	100.00

Routing information for Ashford/Rodgers:

Ashford Health Care Center Ltd Co
JP Morgan Chase Bank

	17,643.88	17,190.03	277,859.90		July Interest	167.20	
					Aug Interest	229.25	
					Sept Interest		
					Adjust Balance/Transfer Amt	298,447.01	
						278,333.69	277,859.90
					Bank Balance	278,333.69	
					Variance		
					Leave in Balance	100.00	

	322,179.27	62,168.96	411,824.87		July Interest	164.54	
					Aug Interest	169.15	
					Sept Interest		
					Adjust Balance/Transfer Amt	277,859.90	
						471,816.18	411,824.87
					Bank Balance	471,816.18	
					Variance		
					Leave in Balance	100.00	
					Claim Payments owed to Tuscany	59,315.00	

	2,349.63		55,657.34		July Interest	273.53	
					Aug Interest	203.78	
					Sept Interest		
					Adjust Balance/Transfer Amt	411,824.87	
						58,006.97	57,803.25
					Bank Balance	58,006.97	
					Variance		
					Leave in Balance	100.00	

	54,791.54	54,299.04	160,189.16		July Interest	52.09	
					Aug Interest	53.63	
					Sept Interest		
					Adjust Balance/Transfer Amt	57,803.25	
						160,681.66	160,189.16
					Bank Balance	160,681.66	
					Variance		
					Leave in Balance	100.00	

298,447.01 +
277,859.90 +
411,824.87 +
57,803.25 +
160,189.16 +
1,206,122.19 0

vt.Bco/Erasmus

APPROVED ON
SEP 23 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

	209.57	
	183.93	
Adjust Balance/Transfer Amt	160,189.16	

TOTAL TRANSFERS 1,206,122.19

Approved: Andrew De los Santos
Andrew De los Santos 9/23/2024

Note: Only balances of over \$5,000 will be transferred to the nursing home.
Note 2: Each account has a base balance of \$100 that MMC deposited to open account

DATE	DESCRIPTION	Transfer-Out	Transfer-In	QIPP/Comp 1	QIPP/Comp 2	MMIC PORTION QIPP/Comp 3	QIPP/Comp 4 & Lapse	QIPP TI	NH PORTION
9/23/2024	UNC COMMUNITY PL HCCLAIMPMT 746003411 910000		1,645.50						1,645.50
9/19/2024	Deposit		816.00						816.00
9/19/2024	HNB - ECHO HCCLAIMPMT 746003411 440000249249		7,497.76						7,497.76
9/18/2024	WIRE OUT CANTER HEALTH CARE CENTERS (H)	54,299.04							
9/18/2024	HNB - ECHO HCCLAIMPMT 746003411 440000212241								
9/18/2024	UNC COMMUNITY PL HCCLAIMPMT 746003411 910000		8,232.84						8,232.84
9/18/2024	NOVITAS SOLUTION HCCLAIMPMT 676310 420000159		1,558.67						1,558.67
9/17/2024	HNB - ECHO HCCLAIMPMT 746003411 440000216569		18,522.28						18,522.28
9/17/2024	HNB - ECHO HCCLAIMPMT 746003411 440000216569		9,441.48						9,441.48
9/17/2024	HNB - ECHO HCCLAIMPMT 746003411 440000216569		17,462.93						17,462.93
9/17/2024	HNB - ECHO HCCLAIMPMT 746003411 440000216569		7,056.72						7,056.72
9/17/2024	UNC COMMUNITY PL HCCLAIMPMT 746003411 910000		18,941.64						18,941.64
9/17/2024	HUMANIA BKS CO HCCLAIMPMT 57150128 8300005138		3,950.00						3,950.00
9/17/2024	HUMANIA CHA DISB HCCLAIMPMT 57289902 42000018		3,115.00						3,115.00
9/16/2024	Unred Healthcare HCCLAIMPMT 746003411 14284		4,950.00						4,950.00
9/16/2024	UNC COMMUNITY PL HCCLAIMPMT 746003411 910000		25,350.62						25,350.62
9/16/2024	NOVITAS SOLUTION HCCLAIMPMT 676310 420000165		19,867.74						19,867.74
9/16/2024	HUMANIA CHA DISB HCCLAIMPMT 57061028 42000012		1,780.00						1,780.00
		54,299.04	160,189.16						160,189.16
TOTALS		194,603.46	2,202,978.23						1,209,928.28

TOTALS

194 601 45 1 303 075 15

Balances Overview

Account Name				
*4357 MEMORIAL MEDICAL - OPERATING	\$1,575,487.37	\$1,864,406.81	\$1,575,487.37	\$1,473,741.62
*4365 MMC - CLINIC SERIES 2014	\$546.60	\$546.60	\$546.60	\$546.60
*4373 MMC - PRIVATE WAIVER CLEARING	\$440.04	\$440.04	\$440.04	\$440.04
*4381 MEMORIAL MEDICAL / NH ASHFORD ✓	\$298,937.46 ✓✓	\$299,567.46	\$298,937.46	\$211,118.37
*4403 MEMORIAL MEDICAL / NH BROADMOOR ✓	\$278,313.69 ✓✓	\$283,466.24	\$278,313.69	\$122,400.13
*4411 MEMORIAL MEDICAL / NH CRESCENT ✓	\$471,826.18 ✓✓	\$504,641.31	\$471,826.18	\$296,793.28
*4438 MEMORIAL MEDICAL / SOLERA @ WEST HOUSTON ✓	\$160,681.66 ✓✓	\$387,873.64	\$160,681.66	\$159,036.16
*4446 MEMORIAL MEDICAL / NH FORT BEND ✓	\$58,006.97 ✓✓	\$69,082.13	\$58,006.97	\$35,343.33
*4454 MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE	\$30,429.88	\$144,381.89	\$30,429.88	\$27,634.76
*4551 CAL CO INDIGENT HEALTHCARE	\$5,494.69	\$5,494.69	\$5,494.69	\$9,701.58
*5433 MMC -NH GULF POINTE PLAZA - PRIVATE PAY	\$4,248.68	\$4,248.68	\$4,248.68	\$4,028.30
*5441 MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID	\$1,761.09	\$1,761.09	\$1,761.09	\$1,696.09
*5506 MMC -NH BETHANY SENIOR LIVING	\$5,147.44	\$81,959.03	\$5,147.44	\$297.65
*3407 MMC -NH TUSCANY VILLAGE	\$58,913.96	\$265,287.61	\$58,913.96	\$64,142.56
*3660 MMC -BETHANY SR LIVING - DACA	\$100.00	\$100.00	\$100.00	\$100.00
*2998 MMC -MONEY MARKET FUND	\$5,043.81	\$5,043.81	\$5,043.81	\$5,043.81
Total Balance	\$2,955,379.52	\$3,918,301.03	\$2,955,379.52	\$2,412,064.28

Memorial Medical Center
Nursing Home UPL
Weekly Nexion Transfer
Prosperity Accounts
9/23/2024

Nursing Home	Account Number	Previous Beginning Balance	Transfer-Out	Transfer-In	Pending Deposits	Today's Beginning Balance	Amount to Be Transferred to Nursing Home
~~Golden Creek~~		138,420.42	137,986.79	29,996.25		30,429.88	29,996.25
					Bank Balance Variance	30,429.88	
					Leave in Balance	100.00	

Routing Information for Golden Creek:
Nexion Health at Golden Creek
Wells Fargo Bank, N.A.

July Interest 151.91
Aug Interest 181.72
Sept Interest

Adjust Balance/Transfer Amt 29,996.25

Note: Only balances of over \$5,000 will be transferred to the nursing home.
Note 2: Each account has a base balance of \$100 that MMC deposited to open account.

APPROVED ON

SEP 23 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

Approved: Andrew De Los Santos
Andrew De Los Santos 9/23/2024

9/20/2024 HNB - ECHO HCCLAIMPMT 746003411 440000286941
 9/19/2024 Deposit
 9/19/2024 TSYS/TRANSFIRST CR CD DEF 543644555876917 91
 9/18/2024 WIRE OUT KENIOM HEALTH d/b/a GOLDEN CREEK HC
 9/18/2024 HNB - ECHO HCCLAIMPMT 746003411 440000211983
 9/17/2024 HNB - ECHO HCCLAIMPMT 746003411 440000266277
 9/16/2024 TSYS/TRANSFIRST CR CD DEF 543644555876917 91
 9/16/2024 HEALTH HUMAN SVC HCCLAIMPMT 17460034113011 2

		MMC PORTION					NH PORTION
Transfer-Out	Transfer-In	QPP/Comp1	QPP/Comp 2	QPP/Comp3	QPP/Comp4 SLapse	QPP T1	
-	✓ 2,795.12					-	2,795.12
-	✓ 14,878.20					-	14,878.20
-	✓ 5,085.02					-	5,085.02
137,986.79	-					-	-
-	176.42					-	176.42
-	5,131.29					-	5,131.29
-	✓ 1,056.37					-	1,056.37
-	✓ 873.73					-	873.73
137,986.79	✓ 29,996.25	-	-	-	-	-	29,996.25

Balances Overview

Account Name				
*4357 MEMORIAL MEDICAL - OPERATING	\$1,575,487.37	\$1,864,406.81	\$1,575,487.37	\$1,473,741.62
*4365 MMC - CLINIC SERIES 2014	\$546.60	\$546.60	\$546.60	\$546.60
*4373 MMC - PRIVATE WAIVER CLEARING	\$440.04	\$440.04	\$440.04	\$440.04
*4381 MEMORIAL MEDICAL / NH ASHFORD	\$298,937.46	\$299,567.46	\$298,937.46	\$211,118.37
*4403 MEMORIAL MEDICAL / NH BROADMOOR	\$278,313.69	\$283,466.24	\$278,313.69	\$122,400.13
*4411 MEMORIAL MEDICAL / NH CRESCENT	\$471,826.18	\$504,641.31	\$471,826.18	\$296,793.28
*4438 MEMORIAL MEDICAL / SOLERA @ WEST HOUSTON	\$160,681.66	\$387,873.64	\$160,681.66	\$159,036.16
*4446 MEMORIAL MEDICAL / NH FORT BEND	\$58,006.97	\$69,082.13	\$58,006.97	\$35,343.33
*4454 MEMORIAL MEDICAL / NH GOLDEN CREEK ✓ HEALTHCARE	\$30,429.88 ✓	\$144,381.89	\$30,429.88	\$27,634.76
*4551 CAL CO INDIGENT HEALTHCARE	\$5,494.69	\$5,494.69	\$5,494.69	\$9,701.58
*5433 MMC -NH GULF POINTE PLAZA - PRIVATE PAY	\$4,248.68	\$4,248.68	\$4,248.68	\$4,028.30
*5441 MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID	\$1,761.09	\$1,761.09	\$1,761.09	\$1,696.09
*5506 MMC -NH BETHANY SENIOR LIVING	\$5,147.44	\$81,959.03	\$5,147.44	\$297.65
*3407 MMC -NH TUSCANY VILLAGE	\$58,913.96	\$265,287.61	\$58,913.96	\$64,142.56
*3660 MMC -BETHANY SR LIVING - DACA	\$100.00	\$100.00	\$100.00	\$100.00
*2998 MMC -MONEY MARKET FUND	\$5,043.81	\$5,043.81	\$5,043.81	\$5,043.81
Total Balance	\$2,955,379.52	\$3,918,301.03	\$2,955,379.52	\$2,412,064.28

Memorial Medical Center
Nursing Home UPL
Weekly HMG Transfer
Prosperity Accounts
9/23/2024

Nursing Home	Account Number	Previous Beginning Balance	Transfer-Out	Transfer-In	Cks Cleared	Pending Deposits	Today's Beginning Balance	Amount to Be Transferred to Nursing Home
~~Gulf Pointe Place Prosperity~~		2,858.76		1,389.92			4,248.68	No Transfer
						Bank Balance	4,248.68	
						Variance		
						Leave in Balance	100.00	
						Claim payments owed to MMC	1,081.90	
						Adjust Balance/Transfer Amt	3,066.78	
~~Gulf Pointe Place Prosperity~~		30,772.74	30,672.74	3,661.09			1,761.09	
						Bank Balance	1,761.09	
						Variance		
						Leave in Balance	100.00	
						Adjust Balance/Transfer Amt	1,661.09	
TOTAL TRANSFERS							4,727.87	

Routing Information for Gulf Pointe Place:

Note: Only balances of over \$5,000 will be transferred to the nursing home.
Note 2: Each account has a base balance of \$100 that MMC deposited to open account.

Approved: Andrew De Los Santos
Andrew De Los Santos 9/23/2024

APPROVED ON
SEP 23 2024
BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

9/20/2024 PNC-ECHO HCCLAIMPMT 746003411 41000126150413

9/20/2024 PNC-ECHO HCCLAIMPMT 746003411 41000126150411
 9/20/2024 HNB - ECHO HCCLAIMPMT 746003411 440000286941
 9/19/2024 HNB - ECHO HCCLAIMPMT 746003411 440000249243
 9/19/2024 HNB - ECHO HCCLAIMPMT 746003411 440000249945
 9/16/2024 HNB - ECHO HCCLAIMPMT 746003411 440000208895

		MMC PORTION					NH PORTION
Transfer-Out	Transfer-In	QIPP/Comp1	QIPP/Comp2	QIPP/Comp3	QIPP/Comp4 & Lapse	QIPP TI	
-	78.41	-	-	-	-	-	78.41
-	78.41	-	-	-	-	-	78.41
-	63.56	-	-	-	-	-	63.56
-	68.03	-	-	-	-	-	68.03
-	446.35	-	-	-	-	-	446.35
-	655.16	-	-	-	-	-	655.16
-	1,389.92	-	-	-	-	-	1,389.92

9/20/2024 MERCHANT BANKCD DEPOSIT 495478518889 9100001

9/18/2024 WIRE OUT HMG Rackport SNF, LP - Commerical
 9/16/2024 MERCHANT BANKCD DEPOSIT 495478518889 9100001

		MMC PORTION					NH PORTION
Transfer-Out	Transfer-In	QIPP/Comp1	QIPP/Comp2	QIPP/Comp3	QIPP/Comp4 & Lapse	QIPP TI	
-	65.00	-	-	-	-	-	65.00
30,672.74	-	-	-	-	-	-	-
-	1,596.09	-	-	-	-	-	1,596.09
30,672.74	1,661.09	-	-	-	-	-	1,661.09
30,672.74	3,051.01	-	-	-	-	-	3,051.01

Balances Overview

Account Name				
*4357 MEMORIAL MEDICAL - OPERATING	\$1,575,487.37	\$1,864,406.81	\$1,575,487.37	\$1,473,741.62
*4365 MMC - CLINIC SERIES 2014	\$546.60	\$546.60	\$546.60	\$546.60
*4373 MMC - PRIVATE WAIVER CLEARING	\$440.04	\$440.04	\$440.04	\$440.04
*4381 MEMORIAL MEDICAL / NH ASHFORD	\$298,937.46	\$299,567.46	\$298,937.46	\$211,118.37
*4403 MEMORIAL MEDICAL / NH BROADMOOR	\$278,313.69	\$283,466.24	\$278,313.69	\$122,400.13
*4411 MEMORIAL MEDICAL / NH CRESCENT	\$471,826.18	\$504,641.31	\$471,826.18	\$296,793.28
*4438 MEMORIAL MEDICAL / SOLERA @ WEST HOUSTON	\$160,681.66	\$387,873.64	\$160,681.66	\$159,036.16
*4446 MEMORIAL MEDICAL / NH FORT BEND	\$58,006.97	\$69,082.13	\$58,006.97	\$35,343.33
*4454 MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE	\$30,429.88	\$144,381.89	\$30,429.88	\$27,634.76
*4551 CAL CO INDIGENT HEALTHCARE	\$5,494.69	\$5,494.69	\$5,494.69	\$9,701.58
*5433 MMC -NH GULF POINTE PLAZA - PRIVATE PAY ✓	\$4,248.68 ✓	\$4,248.68 ✓	\$4,248.68	\$4,028.30
*5441 MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID ✓	\$1,761.09 ✓	\$1,761.09 ✓	\$1,761.09	\$1,696.09
*5506 MMC -NH BETHANY SENIOR LIVING	\$5,147.44	\$81,959.03	\$5,147.44	\$297.65
*3407 MMC -NH TUSCANY VILLAGE	\$58,913.96	\$265,287.61	\$58,913.96	\$64,142.56
*3660 MMC -BETHANY SR LIVING - DACA	\$100.00	\$100.00	\$100.00	\$100.00
*2998 MMC -MONEY MARKET FUND	\$5,043.81	\$5,043.81	\$5,043.81	\$5,043.81
Total Balance	\$2,955,379.52	\$3,918,301.03	\$2,955,379.52	\$2,412,064.28

Memorial Medical Center
Nursing Home UPL
Weekly Tuscany Transfer
Prosperity Accounts
9/23/2024

Nursing Home ~~Tuscany~~	Account Number	Previous	Transfer-Out	Transfer-In	Chs Cleared	Pending Deposits	Today's Beginning Balance	Amount to Be Transferred to Nursing Home
		Beginning Balance						
		150,455.86	146,305.86	54,763.96			58,911.96	54,763.96
						Bank Balance Variance	58,911.96	
						Leave in Balance	100.00	
						Claims owed to Ashford	450.00	
						Claims owed to Broadmoor	3,600.00	
						Adjust Balance/Transfer Amt	54,763.96	

Note: Only balances of over \$5,000 will be transferred to the nursing home.
Note 2: Each account has a base balance of \$100 that MMC deposited to open account.

Approved: Andrew De Los Santos
Andrew De Los Santos 9/23/2024

APPROVED ON

SEP 23 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

TUSCANY, N.Y.

9/20/2024 Check 1169
9/19/2024 Deposit
9/18/2024 WIRE OUT VILLAGE POST ACUTE HEALTH SERVICE
9/18/2024 Deposit
9/16/2024 Deposit

		MMC PORTION					NH PORTION
Transfer-Out	Transfer-In	QIPP/Comp 1	QIPP/Comp 2	QIPP/Comp 3	QIPP/Comp 4&Lapse	QIPP TI	
5,229.60	-					-	-
-	29,601.00					-	29,601.00
141,077.26	-					-	-
-	24,058.96					-	24,058.96
-	1,104.00					-	1,104.00
146,305.86	54,763.96	-	-	-	-	-	54,763.96

Balances Overview

Account Name				
*4357 MEMORIAL MEDICAL - OPERATING	\$1,575,487.37	\$1,864,406.81	\$1,575,487.37	\$1,473,741.62
*4365 MMC - CLINIC SERIES 2014	\$546.60	\$546.60	\$546.60	\$546.60
*4373 MMC - PRIVATE WAIVER CLEARING	\$440.04	\$440.04	\$440.04	\$440.04
*4381 MEMORIAL MEDICAL / NH ASHFORD	\$298,937.46	\$299,567.46	\$298,937.46	\$211,118.37
*4403 MEMORIAL MEDICAL / NH BROADMOOR	\$278,313.69	\$283,466.24	\$278,313.69	\$122,400.13
*4411 MEMORIAL MEDICAL / NH CRESCENT	\$471,826.18	\$504,641.31	\$471,826.18	\$296,793.28
*4438 MEMORIAL MEDICAL / SOLERA @ WEST HOUSTON	\$160,681.66	\$387,873.64	\$160,681.66	\$159,036.16
*4446 MEMORIAL MEDICAL / NH FORT BEND	\$58,006.97	\$69,082.13	\$58,006.97	\$35,343.33
*4454 MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE	\$30,429.88	\$144,381.89	\$30,429.88	\$27,634.76
*4551 CAL CO INDIGENT HEALTHCARE	\$5,494.69	\$5,494.69	\$5,494.69	\$9,701.58
*5433 MMC -NH GULF POINTE PLAZA - PRIVATE PAY	\$4,248.68	\$4,248.68	\$4,248.68	\$4,028.30
*5441 MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID	\$1,761.09	\$1,761.09	\$1,761.09	\$1,696.09
*5506 MMC -NH BETHANY SENIOR LIVING ✓	\$5,147.44 ✓	\$81,959.03	\$5,147.44	\$297.65
*3407 MMC -NH TUSCANY VILLAGE ✓	\$58,913.96 ✓✓	\$265,287.61	\$58,913.96	\$64,142.56
*3860 MMC -BETHANY SR LIVING - DACA	\$100.00	\$100.00	\$100.00	\$100.00
*2998 MMC -MONEY MARKET FUND	\$5,043.81	\$5,043.81	\$5,043.81	\$5,043.81
Total Balance	\$2,955,379.52	\$3,918,301.03	\$2,955,379.52	\$2,412,064.28

9/23/2024

Nursing Home	Account Number	Previous Beginning Balance	Transfer-Out	Transfer-In	Cks Cleared	Pending Medicare Repayment	Today's Beginning Balance	Amount to Be Transferred to Nursing Home
~~681201~~		32,976.64	32,678.95	81,661.38			81,959.03	81,226.13
						Bank Balance Variance	81,959.03	
						Leave in Balance	100.00	
						Claim Payment Owed to The Crescent	435.25	
						July Interest	119.26	
						Aug Interest	76.39	
						Sept Interest		
						Adjust Balance/Transfer Amt	81,226.13	

Note: Only balances of over \$5,000 will be transferred to the nursing home.
Note 2: Each account has a bare balance of \$100 that MMC deposited to open account.

Approved: Andrew De Los Santos
Andrew De Los Santos 9/23/2024

Note: Only balances of over \$5,000 will be transferred to the nursing home.
Note 2: Each account has a bare balance of \$100 that MMC deposited to open account.

Adjust Balance/Transfer Amt 51,226.13
Approved: Andrew De los Santos
Andrew De los Santos 9/23/2024

APPROVED ON
SEP 23 2024
BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

RECEIVED

9/23/2024 ACH Deposit NDC SWEEP FAC K236 31316960133648 SWEEP FR
9/23/2024 ACH Deposit NOVITAS SOLUTION HCCCLAIMPMT 676481 420000196
9/29/2024 NDC SWEEP FAC K236 3131696060297 SWEEP FR
9/29/2024 HOSPICE OF SOUTH Payments NF 113122650024600
9/18/2024 WIRE OUT PORT LAVACA NHI, LLC

		MMC PORTION					NHI PORTION
Transfer-Out	Transfer-In	QIPP/Comp1	QIPP/Comp 2	QIPP/Comp3	QIPP/Comp4&Lapse	QIPP TI	
-	3,251.00					-	3,251.00
-	73,560.59					-	73,560.59
-	3,251.00					-	3,251.00
-	1,598.79					-	1,598.79
32,678.59	-					-	-
32,678.59	81,661.38	-	-	-	-	-	81,661.38

Balances Overview

Account Name				
*4357 MEMORIAL MEDICAL - OPERATING	\$1,575,487.37	\$1,864,406.81	\$1,575,487.37	\$1,473,741.62
*4365 MMC - CLINIC SERIES 2014	\$546.60	\$546.60	\$546.60	\$546.60
*4373 MMC - PRIVATE WAIVER CLEARING	\$440.04	\$440.04	\$440.04	\$440.04
*4381 MEMORIAL MEDICAL / NH ASHFORD	\$298,937.46	\$299,567.46	\$298,937.46	\$211,118.37
*4403 MEMORIAL MEDICAL / NH BROADMOOR	\$278,313.69	\$283,466.24	\$278,313.69	\$122,400.13
*4411 MEMORIAL MEDICAL / NH CRESCENT	\$471,826.18	\$504,641.31	\$471,826.18	\$296,793.28
*4438 MEMORIAL MEDICAL / SOLERA @ WEST HOUSTON	\$160,681.66	\$387,873.64	\$160,681.66	\$159,036.16
*4446 MEMORIAL MEDICAL / NH FORT BEND	\$58,006.97	\$69,082.13	\$58,006.97	\$35,343.33
*4454 MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE	\$30,429.88	\$144,381.89	\$30,429.88	\$27,634.76
*4551 CAL CO INDIGENT HEALTHCARE	\$5,494.69	\$5,494.69	\$5,494.69	\$9,701.58
*5433 MMC -NH GULF POINTE PLAZA - PRIVATE PAY	\$4,248.68	\$4,248.68	\$4,248.68	\$4,028.30
*5441 MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID	\$1,761.09	\$1,761.09	\$1,761.09	\$1,696.09
*5506 MMC -NH BETHANY SENIOR LIVING ✓	\$5,147.44	\$81,959.03 ✓	\$5,147.44	\$297.66
*3407 MMC -NH TUSCANY VILLAGE	\$58,913.96	\$265,287.61	\$58,913.96	\$64,142.56
*3660 MMC -BETHANY SR LIVING - DACA	\$100.00	\$100.00	\$100.00	\$100.00
*2998 MMC -MONEY MARKET FUND	\$5,043.81	\$5,043.81	\$5,043.81	\$5,043.81
Total Balance	\$2,955,379.52	\$3,918,301.03	\$2,955,379.52	\$2,412,064.28

Gulf Pointe

MEMORIAL MEDICAL CENTER
CHECK REQUEST

P
A
Y
E
E

Memorial Medical Center

Date Requested: 9/23/2024

APPROVED ON

SEP 23 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

FOR ACCT USE ONLY

- ☐ Imprest Cash
- ☐ A/P Check
- ☐ Mail Check to Vendor
- ☐ Return Check to Dept

AMOUNT: \$ 1,081.90 ✓

G/L NUMBER: 21400007

EXPLANATION: Claim pymnts owed from Gulf Pointe to MMC ✓

REQUESTED BY: Caitlin Clevenger

AUTHORIZED BY: *Andrew J. [Signature]*

9/23/2024

Bethany

MEMORIAL MEDICAL CENTER
CHECK REQUEST

P

The Crescent ✓

Date Requested:

9/19/2024

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Y

APPROVED ON

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SEP 23 2024

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BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

FOR ACCT USE ONLY

- ☐ Imprest Cash
☐ A/P Check
☐ Mail Check to Vendor
☐ Return Check to Dept

AMOUNT:

\$

435.25 ✓

G/L NUMBER:

21400007

EXPLANATION:

overpayment recovery on Crescent, meant for Bethany ✓

REQUESTED BY:

Caitlin Clevenger

AUTHORIZED BY:

Andrew D. Santos

4/23/2024