CALHOUN COUNTY COMMISSIONERS' COURT

✓ All Agenda Items Properly Numbered
✓ Contracts Completed and Signed
✓ All 1295's Flagged for Acceptance
(number of 1295's 1)
N/A All Documents for Clerk Signature Flagged

On this 9th day of September 2022 a complete and accurate packet for 7th (Day) of September (Month) 2022 Commissioners Court Regular Session was delivered from the Calhoun County Judge's office to the Calhoun County Clerk's Office.

N Bassel

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 7, 2022 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

AT 9:25 FILED O'CLOCK a M
SEP 02 2022
ANNA GOODMAN
COUNTY CLERK, CALHOUN COUNTY, TEXAS
BY: Kathy Smartt DEPUTY

The subject matter of such meeting is as follows:

1. Call meeting to order.
2. Invocation.
3. Pledges of Allegiance.
4. General Discussion of Public Matters and Public Participation.
5. Public Hearing on the Proposed 2023 Calhoun County budget.
6. Consider and take necessary action on an Order to Adopt the 2023 Calhoun County Budget. (RM)
7. Public Hearing regarding the proposed 2022 tax rate.
8. Consider and take necessary action on an Order to Adopt the 2022 Tax Rates. (RM)
9. Consider and take necessary action to lift or retain the county burn ban. (RHM)
10. Consider and take necessary action on closing a portion of Magnolia Beach, Cabanas 4 – 8 including basketball court, for three days (September 9, 10, and 11, 2022) for the Juneteenth Fundraiser beach party as provided by Texas Local Government Code Section 240.902. No alcohol is to be sold. (DEH)
11. Consider and take necessary action to approve Kathy Smartt to submit the final application to the GLO for the CMP Grant on infrastructure improvements at Olivia Haterius Park and authorize the County Judge to sign all necessary documents. (JMB)

close open

12. Public Hearing regarding a Petition to Vacate part of 3 acres situated in the Manuel Lopez Survey, Abstract No. 25, Calhoun County, Texas as recorded in File No. 103492 of the Calhoun County Official Records.

close open

13. Consider and take necessary action to regarding a Petition to Vacate part of 3 acres situated in the Manuel Lopez Survey, Abstract No. 25, Calhoun County, Texas as recorded in File No. 103492 of the Calhoun County Official Records. (GDR)

close open

14. Public Hearing regarding a Petition to Vacate part of 159.66 acres (3.90 acres) situated in the Manuel Lopez Survey, Abstract No. 25, Calhoun County, Texas as recorded in Volume 19, Page 1 of the Calhoun County Official Records.

close open

15. Consider and take necessary action on a Petition to Vacate part of 159.66 acres (3.90 acres) situated in the Manuel Lopez Survey, Abstract No. 25, Calhoun County, Texas as recorded in Volume 19, Page 1 of the Calhoun County Official Records. (GDR)

16. Consider and take necessary action to approve the Preliminary Plat of the Garza Subdivision (a replat of 3 acres situated in the Manuel Lopez Survey, Abstract No. 25, Calhoun County, Texas). (GDR)

17. Consider and take necessary action to accept a Gift Deed from James Norrell, 797 Wittnebert Road, Seadrift, Texas. Property being 0.30 acres of land, more or less, out of the Basilio Maldonado Survey, abstract 26, Calhoun County, Texas being a part of Tract 1402 of the American Townsite Company Subdivision, recorded in Volume Z, Pages 2 & 3 of the Map & Plat Records of Calhoun County, Texas, and also being a part of that 5.00-acre tract of land described in that Warranty Deed Dated February 26, 2013 from Carol Fuller to James E. Norrell recorded in File No. 133428 of the Calhoun County Official Records. This 0.30-acre tract is described by meets and bounds and depicted on the attached "Exhibit A: attached hereto and incorporated for all purposes. (GDR)

18. Consider and take necessary action to approve the Agreement for Professional Services with Urban Engineering for Calhoun County Hog Bayou Public Boat Ramp Bulkhead in the amount of $34,275 and authorize Commissioner Reese to sign all documents. Payment is to be made from Matagorda Bay Mitigation Trust, Contract No. 024 – Hog Bayou Park Improvements. (GDR)

19. Consider and take necessary action on Interlocal Contract, GLO Contract No. 22-0180-004-D560, for Bilge Reclamation Services and authorize Commissioner Reese to sign all documentation. (GDR)

20. Consider and take necessary action to authorize the County Clerk and Judge (if required) to sign the INTERLOCAL COOPERATION CONTRACT Department of State Health Services and the Texas HHS System – Data Use Agreement – SECURITY AND PRIVACY INQUIRY(SPI), Contract No. HHSREV100002457 that terminates on August 31, 2024 unless renewed, extended or terminated pursuant to the terms and conditions of the Contract. This contract will enable the County Clerk to issue abstract birth certificates from other counties. (RHM)

21. Consider and take necessary action to accept the Contract Close-Out documents from Kraftsman LP and approve the payment of the final pay application(s) for the – Infrastructure at Little Chocolate Bayou County Park for Calhoun County, Texas under Texas General Land Office Contract No. 20-065-064-C182 and Calhoun County 2020 CDBG-DR Contract Work Order No. E-1 and authorize the County Judge to sign the construction close out documents and any other necessary forms. (DEH)

22. Accept Monthly Report from the following County Office:

    1. Tax Assessor-Collector – July 2022

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

24. Approval of bills and payroll. (RHM)

Richard H. Meyer, County Judge
Calhoun County, Texas

A copy of this Notice has been placed on the outside bulletin board of the Calhoun County Courthouse, 211 South Ann Street, Port Lavaca, Texas, which is readily accessible to the general public at all times. 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.

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
Sara Rodriguez, County Attorney
Kaddie Smith, Deputy Clerk

CALHOUN COUNTY COMMISSIONERS' COURT

REGULAR TERM 2022 § **SEPTEMBER 7, 2022**

BE IT REMEMBERED THAT ON SEPTEMBER 7, 2022, THERE WAS BEGUN AND HOLDEN A REGULAR MEETING OF COMMISSIONERS' COURT.

The subject matter of such meeting is as follows:

1. Call meeting to order.

   Meeting was called to order at 10 a.m.

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.

   Judge Meyer invites the public to 9/11 Ceremony at the Courthouse on Friday 9/9/22 at 10:30 a.m.

5. Public Hearing on the Proposed 2023 Calhoun County budget.

Regular meeting closed at 10:01 a.m.
Judge Meyer read the proclamation.
Opened at 10:02 a.m.

6. Consider and take necessary action on an Order to Adopt the 2023 Calhoun County Budget. (RM)

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

7. Public Hearing regarding the proposed 2022 tax rate.

Regular meeting closed at 10:04 a.m.
Judge Meyer read the proclamation.
Opened at 10:05 a.m.

8. Consider and take necessary action on an Order to Adopt the 2022 Tax Rates. (RM)

Debt Service: 0.146 per $100 taxable dollar.

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

Maintenance and Operations: .5824 per $100 taxable dollar.

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

Total Tax Rate: .5970 per $100 taxable dollar.

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

9. Consider and take necessary action to lift or retain the county burn ban. (RHM)

PASS

10. Consider and take necessary action on closing a portion of Magnolia Beach, Cabanas 4 – 8 including basketball court, for three days (September 9, 10, and 11, 2022) for the Juneteenth Fundraiser beach party as provided by Texas Local Government Code Section 240.902. No alcohol is to be sold. (DEH)

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

11. Consider and take necessary action to approve Kathy Smartt to submit the final application to the GLO for the CMP Grant on infrastructure improvements at Olivia Haterius Park and authorize the County Judge to sign all necessary documents. (JMB)

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

12. Public Hearing regarding a Petition to Vacate part of 3 acres situated in the Manuel Lopez Survey, Abstract No. 25, Calhoun County, Texas as recorded in File No. 103492 of the Calhoun County Official Records.

Regular meeting closed at 10:11 a.m.
Henry Danysh explained the Petition to Vacate.
Opened at 10:12 a.m.

13. Consider and take necessary action to regarding a Petition to Vacate part of 3 acres situated in the Manuel Lopez Survey, Abstract No. 25, Calhoun County, Texas as recorded in File No. 103492 of the Calhoun County Official Records. (GDR)

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

14. Public Hearing regarding a Petition to Vacate part of 159.66 acres (3.90 acres) situated in the Manuel Lopez Survey, Abstract No. 25, Calhoun County, Texas as recorded in Volume 19, Page 1 of the Calhoun County Official Records.

Regular meeting closed at 10:13 a.m.
Henry Danysh explained the Petition to Vacate.
Opened at 10:14 a.m.

15. Consider and take necessary action on a Petition to Vacate part of 159.66 acres (3.90 acres) situated in the Manuel Lopez Survey, Abstract No. 25, Calhoun County, Texas as recorded in Volume 19, Page 1 of the Calhoun County Official Records. (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 to approve the Preliminary Plat of the Garza Subdivision (a replat of 3 acres situated in the Manuel Lopez Survey, Abstract No. 25, 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

17. Consider and take necessary action to accept a Gift Deed from James Norrell, 797 Wittnebert Road, Seadrift, Texas. Property being 0.30 acres of land, more or less, out of the Basilio Maldonado Survey, abstract 26, Calhoun County, Texas being a part of Tract 1402 of the American Townsite Company Subdivision, recorded in Volume Z, Pages 2 & 3 of the Map & Plat Records of Calhoun County, Texas, and also being a part of that 5.00-acre tract of land described in that Warranty Deed Dated February 26, 2013 from Carol Fuller to James E. Norrell recorded in File No. 133428 of the Calhoun County Official Records. This 0.30-acre tract is described by meets and bounds and depicted on the attached "Exhibit A: attached hereto and incorporated for all purposes. (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 Agreement for Professional Services with Urban Engineering for Calhoun County Hog Bayou Public Boat Ramp Bulkhead in the amount of $34,275 and authorize Commissioner Reese to sign all documents. Payment is to be made from Matagorda Bay Mitigation Trust, Contract No. 024 – Hog Bayou Park Improvements. (GDR)

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

19. Consider and take necessary action on Interlocal Contract, GLO Contract No. 22-0180-004-D560, for Bilge Reclamation Services and authorize Commissioner Reese to sign all documentation. (GDR)

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 authorize the County Clerk and Judge (if required) to sign the INTERLOCAL COOPERATION CONTRACT Department of State Health Services and the Texas HHS System – Data Use Agreement – SECURITY AND PRIVACY INQUIRY(SPI), Contract No. HHSREV100002457 that terminates on August 31, 2024 unless renewed, extended or terminated pursuant to the terms and conditions of the Contract. This contract will enable the County Clerk to issue abstract birth certificates from other counties. (RHM)

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

21. Consider and take necessary action to accept the Contract Close-Out documents from Kraftsman LP and approve the payment of the final pay application(s) for the – Infrastructure at Little Chocolate Bayou County Park for Calhoun County, Texas under Texas General Land Office Contract No. 20-065-064-C182 and Calhoun County 2020 CDBG-DR Contract Work Order No. E-1 and authorize the County Judge to sign the construction close out documents and any other necessary forms. (DEH)

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

22. Accept Monthly Report from the following County Office:

    i. Tax Assessor-Collector – July 2022

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

23. 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

24. 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 10:26 a.m.

05

5. Public Hearing on the Proposed 2023 Calhoun County budget.

Regular meeting closed at 10:01 a.m.
Judge Meyer read the proclamation.
Opened at 10:02 a.m.

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 ON PROPOSED 2023 BUDGET

The Commissioners' Court of Calhoun County, Texas will meet on Wednesday, September 7, 2022 at 10:00 a.m. in the Commissioners' Courtroom in the County Courthouse, 211 S. Ann Street, Suite 104, Port Lavaca, Calhoun County, Texas.

The Calhoun County Commissioners' Court will hold a Public Hearing on the 2023 Proposed Budget.

This notice is in accordance with Section 111.007 and Section 111.0075 of the Texas Local Government code.

Richard H. Meyer, County Judge
Calhoun County, Texas

Anna Goodman, County Clerk

By: _____
Deputy Clerk

A copy of this Notice has been placed on the outside bulletin board of the Calhoun County Courthouse, 211 South Ann Street, Port Lavaca, Texas, which is readily accessible to the general public at all times. 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.

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

NOTICE OF PUBLIC HEARING ON PROPOSED 2023 BUDGET

NOTICE IS HEREBY GIVEN that the Calhoun County Commissioners' Court will hold a public hearing in the Commissioners' Courtroom, 211 S. Ann Street, in Port Lavaca, Texas, at 10:00 a.m. on September 7, 2022 on the 2023 Proposed Budget. This notice is in accordance with Section 111.007 and Section 111.0075 of the Texas Local Government code.

Richard Meyer, County Judge
Calhoun County, Texas

Anna Goodman, County Clerk

By: Kaddie Smith
Deputy Clerk

A copy of this Notice has been placed on the outside bulletin board of the Calhoun County Courthouse, 211 South Ann Street, Port Lavaca, Texas, which is readily accessible to the general public at all times. 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.

06

6. Consider and take necessary action on an Order to Adopt the 2023 Calhoun County Budget. (RM)

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 E. Hall, Commissioner, Precinct 1
Vern Lyssy, Commissioner, Precinct 2
Joel M. Behrens, Commissioner, Precinct 3
Gary D. Reese, Commissioner, Precinct 4

CALHOUN COUNTY COMMISSIONERS' COURT ORDER FOR ADOPTION OF THE 2023 BUDGET CALHOUN COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF CALHOUN §

WHEREAS, on this the 7th day of September 2022, the Commissioners' Court of Calhoun County, Texas convened in REGULAR SESSION with the following members present:

Richard H. Meyer	County Judge
David E. Hall	Commissioner, Precinct # 1
Vern Lyssy	Commissioner, Precinct # 2
Joel M. Behrens	Commissioner, Precinct # 3
Gary d. Reese	Commissioner, Precinct # 4

AND WHEREAS, the matter brought before the Court was the adoption of the 2023 budget as required by Local Government Code 111.008;

AND WHEREAS, after notice, the following motion was offered by Comm. Lyssy and seconded by Comm. David Hall: "I Move to adopt the 2023 Budget for Calhoun County as presented."

The tax rate for the year 2021 was 0.6101.

The calculated tax rates for the year 2022 are:

Adopted Rate	.5970
No New Revenue Rate	.5505
NNR M & O Rate	.5256
Voter Approval Rate	.5970
Debt Service	.0146

The total county debt obligation is $1,075,000.

THIS BUDGET WILL RAISE MORE REVENUE FROM PROPERTY TAXES THAN LAST YEAR'S BUDGET BY AN AMOUNT OF $1,843,153 WHICH IS AN 8.24% INCREASE FROM LAST YEAR'S BUDGET. THE PROPERTY TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR IS $492,995.

THEREUPON, the vote being taken, the following for the adoption of the budget for Calhoun County for Fiscal and Calendar Year 2023 was as follows:

Commissioner David E. Hall, Precinct No. 1	Aye	Nay
Commissioner Vern Lyssy, Precinct No. 2	Aye	Nay
Commissioner Joel M. Behrens, Precinct No. 3	Aye	Nay
Commissioner Gary D. Reese, Precinct No. 4	Aye	Nay
Calhoun County Judge Richard H. Meyer	Aye	Nay

Signed this the 7th day of September, 2022.

Richard H. Meyer, County Judge

David E. Hall
Commissioner, Precinct 1

Vern Lyssy
Commissioner, Precinct 2

Joel M. Behrens
Commissioner, Precinct 3

Gary D. Reese
Commissioner, Precinct 4

Attest: Anna Goodman, County Clerk

By: Deputy Clerk

COMMISSIONERS COURT CALHOUN COUNTY, TEXAS

07

7. Public Hearing regarding the proposed 2022 tax rate.

Regular meeting closed at 10:04 a.m.
Judge Meyer read the proclamation.
Opened at 10:05 a.m.

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 ON PROPOSED 2022 TAX RATE

The Commissioners' Court of Calhoun County, Texas will meet on Wednesday, September 7, 2022 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 South Ann Street, in Port Lavaca, Texas, at 10:00 am on September 7, 2022 on the 2022 Proposed Tax Rate.

Richard H. Meyer, County Judge
Calhoun County, Texas

Anna Goodman, County Clerk

By: _____
Deputy Clerk

A copy of this Notice has been placed on the outside bulletin board of the Calhoun County Courthouse, 211 South Ann Street, Port Lavaca, Texas, which is readily accessible to the general public at all times. 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.

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

NOTICE OF PUBLIC HEARING ON PROPOSED 2022 TAX RATE

NOTICE IS HEREBY GIVEN that the Calhoun County Commissioners' Court will hold a public hearing in the Commissioners' Courtroom, 211 S. Ann Street, in Port Lavaca, Texas, at 10:00 a.m. on September 7, 2022 on the 2022 Proposed Tax Rate.

Richard Meyer, County Judge
Calhoun County, Texas

Anna Goodman, County Clerk

By: Kaddie Smith
Deputy Clerk

AT 9:25 FILED O'CLOCK a M

SEP 02 2022

ANNA GOODMAN
COUNTY CLERK, CALHOUN COUNTY, TEXAS
BY: Kaddie Smith DEPUTY

A copy of this Notice has been placed on the outside bulletin board of the Calhoun County Courthouse, 211 South Ann Street, Port Lavaca, Texas, which is readily accessible to the general public at all times. 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.

08

8. Consider and take necessary action on an Order to Adopt the 2022 Tax Rates. (RM)

Debt Service: 0.146 per $100 taxable dollar.	
RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Richard Meyer, County Judge
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

Maintenance and Operations: .5824 per $100 taxable dollar.	
RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Richard Meyer, County Judge
SECONDER:	David Hall, Commissioner Pct 1
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

Total Tax Rate: .5970 per $100 taxable dollar.	
RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Vern Lyssy, Commissioner Pct 2
SECONDER:	David Hall, Commissioner Pct 1
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

CALHOUN COUNTY COMMISSIONERS' COURT
ORDER FOR ADOPTION OF 2022 TAX RATES
CALHOUN COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF CALHOUN §

THAT ON THIS THE 7th day of September, 2022, the Commissioners' Court of Calhoun County, Texas met in duly called session at the Commissioners' Courtroom, 211 S. Ann St., Suite 104, Port Lavaca, Texas with the following members present:

Richard H. Meyer	County Judge
David E. Hall	Commissioner, Precinct #1
Vern L. Lyssy	Commissioner, Precinct #2
Joel M. Behrens	Commissioner, Precinct #3
Gary D. Reese	Commissioner, Precinct #4

And at said meeting, among other business, the Court did consider the following:

ORDER ADOPTING A TAX RATE FOR TAX YEAR 2022

WHEREAS, Vernon's Texas Codes Annotated (VTCA) Tax Code 26.05 provides that the Calhoun County Commissioners' Court shall adopt the tax rates for the current year; and

WHEREAS, it is necessary to levy ad valorem taxes on each $100 valuation of all taxable property in Calhoun County, Texas for the Tax Year beginning January 1, 2022, which will be due no later than January 31, 2023 at the tax rates set forth herein below; and

WHEREAS, the Calhoun County Commissioners' Court has complied with all the requirements set forth in the Tax Code; now

THEREFORE, BE IT ORDERED that the Calhoun County Commissioners' Court hereby adopts the following tax rates:

DEBT SERVICE:

Judge Meyer moved for a tax rate of $.0146 per $100.00 of taxable value for the purpose of Debt Service; and seconded by Comm. Reese.

	YES	ABSTAIN	NO	ABSENT
Richard H. Meyer County Judge	✓			
David E. Hall Commissioner, Pct. #1	✓			
Vern L. Lyssy Commissioner, Pct. #2	✓			
Joel M. Behrens Commissioner, Pct. #3	✓			
Gary D. Reese Commissioner, Pct. #4	✓			

MOTION CARRIED: YES: ✓ (5) **NO:** Ø
ABSTAINING: Ø **ABSENT:** Ø

MAINTENANCE AND OPERATIONS:

Judge Meyer moved for a tax rate of $.5824 per $100.00 of taxable value for the purpose of Maintenance and Operations; and seconded by Comm. Hall.

	YES	ABSTAIN	NO	ABSENT
Richard H. Meyer County Judge	✓			
David E. Hall, Commissioner, Pct. #1	✓			
Vern L. Lyssy, Commissioner, Pct. #2	✓			
Joel M. Behrens, Commissioner, Pct. #3	✓			
Gary D. Reese, Commissioner, Pct. #4	✓			

MOTION CARRIED: YES: ✓ (5) **NO:** Ø
ABSTAINING: Ø **ABSENT:** Ø

TOTAL TAX RATE:

I, Comm. Lyssy, move that the property tax rate be increased by the adoption of a tax rate of $.5970 which is effectively an 8.45% increase in the tax rate; seconded by Com. Hall.

	YES	ABSTAIN	NO	ABSENT
Richard H. Meyer County Judge	✓			
David E. Hall Commissioner, Pct. #1	✓			
Vern L. Lyssy Commissioner, Pct. #2	✓			
Joel M. Behrens Commissioner, Pct. #3	✓			
Gary D. Reese Commissioner, Pct. #4	✓			

MOTION CARRIED: YES: ✓ (5) **NO:** Ø
ABSTAINING: Ø **ABSENT:** Ø

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S RATE AND;

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 8.68% AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A $100,000 HOME BY APPROXIMATELY $46.50.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY ZERO (0) PERCENT AND WILL RAISE TAXES FOR DEBT SERVICE ON A $100,000 HOME BY APPROXIMATELY $0.00.

BE IT FURTHER ORDERED that the Calhoun County Commissioners' Court levy taxes in accordance with the foregoing tax rates and the provision of the law.

AND BE IT FURTHER ORDERED that if for any reason, the action of the Calhoun County Commissioners' Court setting tax rates or levying taxes should be held ineffective by a court of competent jurisdiction, that this Order shall serve as evidence of the good faith of Calhoun County in attempting to comply with the law in as substantial a fashion as could be done under

the circumstances, and as evidence that Calhoun County would have lawfully adopted a tax rate but for the conditions completely beyond control of Calhoun County.

County Judge Richard H. Meyer was authorized to sign ORDER and ACT and DEED of the Calhoun County Commissioners' Court, this the 7th day of September, 2022.

Richard H. Meyer, County Judge

09

9. Consider and take necessary action to lift or retain the county burn ban. (RHM)

   PASS

10

10. Consider and take necessary action on closing a portion of Magnolia Beach, Cabanas 4 – 8 including basketball court, for three days (September 9, 10, and 11, 2022) for the Juneteenth Fundraiser beach party as provided by Texas Local Government Code Section 240.902. No alcohol is to be sold. (DEH)

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

David E. Hall

Calhoun County Commissioner, Precinct #1

202 S. Ann
Port Lavaca, TX 77979

(361)552-9242
Fax (361)553-8734

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 7th, 2022.

- Consider and take necessary action on closing a portion of Magnolia Beach, Cabanas 4-8 including basketball court, for three days (September 9,10,11 2022) for Juneteenth Fundraiser beach party as provided by Texas Local Government Code Section 240.902. No alcohol to be sold.

Sincerely,

David E. Hall

DEH/apt


Untitled Map
Write a description for your map.
Legend
Google Earth
500 ft
N

11

11. Consider and take necessary action to approve Kathy Smartt to submit the final application to the GLO for the CMP Grant on infrastructure improvements at Olivia Haterius Park and authorize the County Judge to sign all necessary documents. (JMB)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Joel Behrens, Commissioner Pct 3
SECONDER:	Gary Reese, Commissioner Pct 4
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 7, 2022.

- Please Consider and Take Necessary Action on approval for Kathy Smartt to submit the final application to the GLO for the CMP Grant on infrastructure improvements at Olivia Haterius Park and to authorize Judge Meyer to sign all necessary documents.

Sincerely,

Joel M Behrens

Joel Behrens
Commissioner Pct. 3

12

12. Public Hearing regarding a Petition to Vacate part of 3 acres situated in the Manuel Lopez Survey, Abstract No. 25, Calhoun County, Texas as recorded in File No. 103492 of the Calhoun County Official Records.

Regular meeting closed at 10:11 a.m.
Henry Danysh explained the Petition to Vacate.
Opened at 10:12 a.m.

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 7, 2022 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 7, 2022 at 10:00 a.m. regarding a Petition to Vacate part of 3 acres situated in the Manuel Lopez Survey, Abstract No. 25, Calhoun County, Texas as recorded in File No. 103492 of the Calhoun County Official Records.

The public shall have the right to be present and participate in such hearing.

Richard H. Meyer, County Judge
Calhoun County, Texas

A copy of this Notice has been placed on the outside bulletin board of the Calhoun County Courthouse, 211 South Ann Street, Port Lavaca, Texas, which is readily accessible to the general public at all times. 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.

AT 9:25 FILED O'CLOCK a M

SEP 02 2022

ANNA GOODMAN
COUNTY CLERK, CALHOUN COUNTY, TEXAS
BY: DEPUTY

Gary D. Reese

County Commissioner
County of Calhoun
Precinct 4

August 31, 2022

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 7, 2022.

- Public hearing on Petition to Vacate 3 acres situated in the Manuel Lopez Survey, Abstract No. 25, Calhoun County, Texas as recorded in File No. 103492 of the Calhoun County Official Records.

Sincerely,

Gary D. Reese

GDR/at

P.O. Box 177 ~ Seadrift, Texas 77983 ~ email: gary.reese@calhouncotx.org ~ (361) 785-3141 ~ Fax (361) 785-5602

PETITION TO VACATE

3 ACRES SITUATED IN THE MANUEL LOPEZ SURVEY, ABSTRACT NO. 25, CALHOUN COUNTY, TEXAS AS RECORDED IN FILE NO. 103492 OF THE CALHOUN COUNTY OFFICIAL RECORDS.

STATE OF TEXAS

COUNTY OF CALHOUN

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, being the designated agent of the owner of the property described as 3 acres situated in the Manuel Lopez Survey, Abstract No. 25, Calhoun County, Texas as recorded in File No. 103492 of the Calhoun County Official Records, do hereby petition the Calhoun County Commissioners Court to vacate said 3 acres in accordance with Sections 206 and 207 of the Subdivision Regulations and Recreational Vehicle Park Regulations Adopted by Calhoun County Commissioners Court on November 29, 2004 and Amended on December 13, 2007.

Property owners: Angel Luis Garza, Sr. and Frances Garza

Located 196 Garza Road, Port Lavaca, Texas

The property is proposed to be replatted in accordance with a plat submitted to the Calhoun County Commissioners Court.

The petition will be considered by the Calhoun County Commissioners Court on September 7, 2022 at 10:00 a.m.

Designated Agent:

Henry A. Danysh, R.P.L.S. 5088
G & W Engineers, Inc.
TBPLS Firm No. 10022100
205 W. Live Oak
Port Lavaca, TX 77979
(361) 552-4509

POSTED
AUG 10 2022
CALHOUN COUNTY CLERK

13

13. Consider and take necessary action to regarding a Petition to Vacate part of 3 acres situated in the Manuel Lopez Survey, Abstract No. 25, Calhoun County, Texas as recorded in File No. 103492 of the Calhoun County Official Records. (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

August 31, 2022

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 7, 2022.

- Consider and take necessary action to Vacate 3 acres situated in the Manuel Lopez Survey, Abstract No. 25, Calhoun County, Texas as recorded in File No. 103492 of the Calhoun County Official Records.

Sincerely,

Gary D. Reese

GDR/at

P.O. Box 177 ~ Seadrift, Texas 77983 ~ email: gary.reese@calhouncotx.org ~ (361) 785-3141 ~ Fax (361) 785-5602

14

14. Public Hearing regarding a Petition to Vacate part of 159.66 acres (3.90 acres) situated in the Manuel Lopez Survey, Abstract No. 25, Calhoun County, Texas as recorded in Volume 19, Page 1 of the Calhoun County Official Records.

Regular meeting closed at 10:13 a.m.
Henry Danysh explained the Petition to Vacate.
Opened at 10:14 a.m.

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 7, 2022 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 7, 2022 at 10:00 a.m. regarding a Petition to Vacate part of 159.66 acres (3.90 acres) acres situated in the Manuel Lopez Survey, Abstract No. 25, Calhoun County, Texas as recorded in Volume 19, Page 1 of the Calhoun County Official Records.

The public shall have the right to be present and participate in such hearing.

Richard H. Meyer, County Judge
Calhoun County, Texas

A copy of this Notice has been placed on the outside bulletin board of the Calhoun County Courthouse, 211 South Ann Street, Port Lavaca, Texas, which is readily accessible to the general public at all times. 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.

AT 9:25 FILED O'CLOCK a M

SEP 02 2022

ANNA GOODMAN
COUNTY CLERK, CALHOUN COUNTY, TEXAS
BY: DEPUTY

Gary D. Reese

County Commissioner
County of Calhoun
Precinct 4

August 31, 2022

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 7, 2022.

- Public hearing on Petition to Vacate part of 159.66 acres (3.90 acres) situated in the Manuel Lopez Survey, Abstract No. 25, Calhoun County, Texas as recorded in Volume 19, Page 1 of the Calhoun County Official Records.

Sincerely,

Gary D. Reese

GDR/at

P.O. Box 177 ~ Seadrift, Texas 77983 ~ email: gary.reese@calhouncotx.org ~ (361) 785-3141 ~ Fax (361) 785-5602

PETITION TO VACATE

PART OF 159.66 (3 ACRES) SITUATED IN THE MANUEL LOPEZ SURVEY, ABSTRACT NO. 25, CALHOUN COUNTY, TEXAS AS RECORDED IN VOLUME 19, PAGE 1 OF THE CALHOUN COUNTY OFFICIAL RECORDS.

STATE OF TEXAS

COUNTY OF CALHOUN

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, being the designated agent of the owner of the property described as part of 159.66 acres (3 acres) situated in the Manuel Lopez Survey, Abstract No. 25, Calhoun County, Texas as recorded in Volume 19, Page 1 of the Calhoun County Official Records, do hereby petition the Calhoun County Commissioners Court to vacate said 3 acres in accordance with Sections 206 and 207 of the Subdivision Regulations and Recreational Vehicle Park Regulations Adopted by Calhoun County Commissioners Court on November 29, 2004 and Amended on December 13, 2007.

Property owners: Cynthia Tanner Quinn

Located on Boyd Road, Port Lavaca, Texas

The property is proposed to be replatted in accordance with a plat submitted to the Calhoun County Commissioners Court.

The petition will be considered by the Calhoun County Commissioners Court on September 7, 2022 at 10:00 a.m.

Designated Agent:

Henry A. Danysh, R.P.L.S. 5088
G & W Engineers, Inc.
TBPLS Firm No. 10022100
205 W. Live Oak
Port Lavaca, TX 77979
(361) 552-4509

POSTED
AUG 10 2022
CALHOUN COUNTY CLERK

15

15. Consider and take necessary action on a Petition to Vacate part of 159.66 acres (3.90 acres) situated in the Manuel Lopez Survey, Abstract No. 25, Calhoun County, Texas as recorded in Volume 19, Page 1 of the Calhoun County Official Records. (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

August 31, 2022

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 7, 2022.

- Consider and take necessary action to Vacate part of 159.66 acres (3.90 acres) situated in the Manuel Lopez Survey, Abstract No. 25, Calhoun County, Texas as recorded in Volume 19, Page 1 of the Calhoun County Official Records.

Sincerely,

Gary D. Reese

GDR/at

P.O. Box 177 ~ Seadrift, Texas 77983 ~ email: gary.reese@calhouncotx.org ~ (361) 785-3141 ~ Fax (361) 785-5602

16

16. Consider and take necessary action to approve the Preliminary Plat of the Garza Subdivision (a replat of 3 acres situated in the Manuel Lopez Survey, Abstract No. 25, 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

August 31, 2022

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 7, 2022.

- Consider and take necessary action to Approve the Preliminary Plat of the Garza Subdivision (a replat of 3 acres situated in the Manuel Lopez Survey, Abstract No. 25, Calhoun County, Texas).

Sincerely,

Gary D. Reese

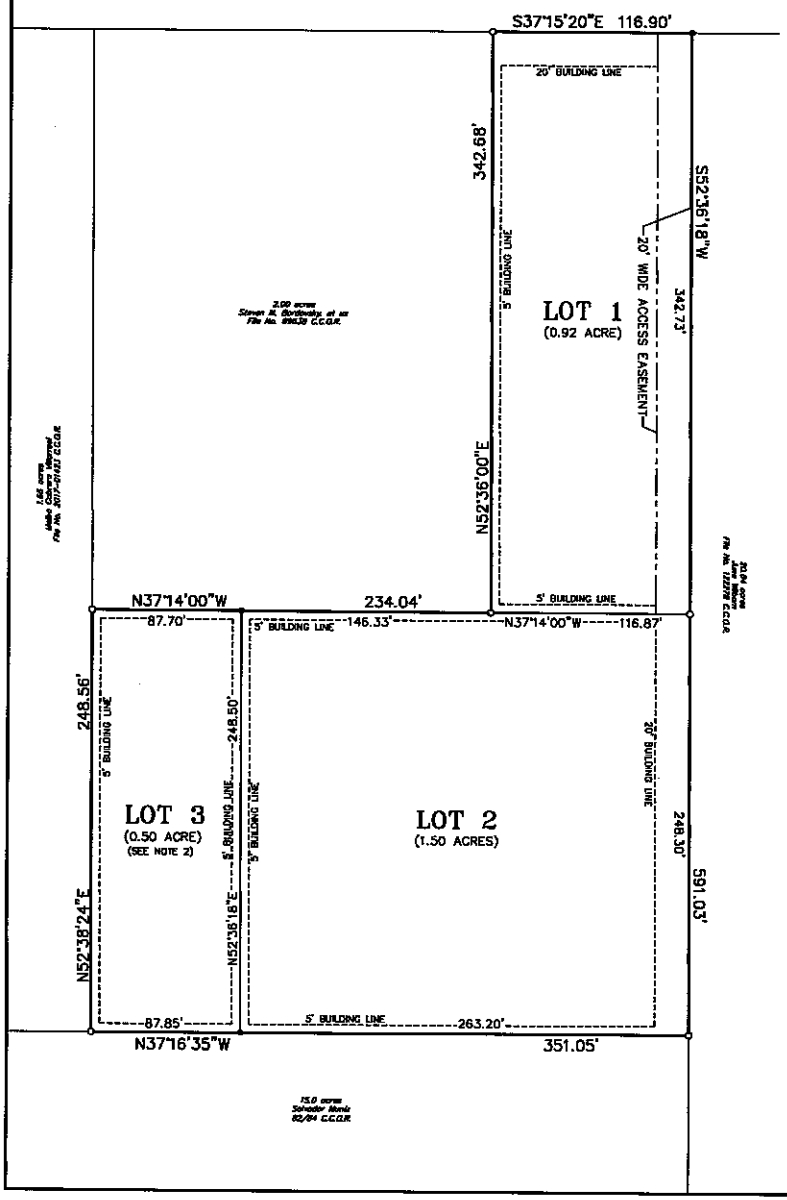
GDR/at

P.O. Box 177 ~ Seadrift, Texas 77983 ~ email: gary.reese@calhouncotx.org ~ (361) 785-3141 ~ Fax (361) 785-5602

GARZA SUBDIVISION

2.92 ACRE SUBDIVISION

BEING PART OF A 5 ACRE TRACT FROM STEVEN M. BORDOVSKY & NOEMI BORDOVSKY
TO ANGEL LUIS GARZA, SR. & FRANCES GARZA RECORDED IN
FILE NO. 103492 OF THE C.C.O.R.
MANUEL LOPEZ SURVEY, ABSTRACT NO. 25 OF CALHOUN COUNTY, TEXAS



CERTIFICATE OF OWNERSHIP

STATE OF TEXAS
COUNTY OF CALHOUN

WE, THE UNDERSIGNED, OWNERS OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREON AS GARZA SUBDIVISION, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSE, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

FRANCES GARZA

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED FRANCES GARZA, KNOWN TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____ 2022.

NOTARY PUBLIC, STATE OF TEXAS

ANGEL LUIS GARZA, SR.

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ANGEL LUIS GARZA, SR., KNOWN TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2022.

NOTARY PUBLIC, STATE OF TEXAS

LEGEND

○	EXISTING 3/4" IRON ROD UNLESS NOTED
●	SET 5/8" IRON ROD WITH PLASTIC CAP
C.C.D.R.	CALHOUN COUNTY DEED RECORDS
C.C.O.R.	CALHOUN COUNTY OFFICIAL RECORDS
[ ]	PLAT OR DEED CALL

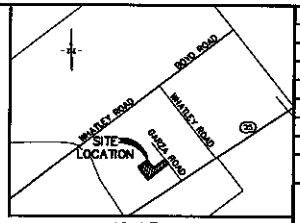
GRAPHIC SCALE

50 0 25 50 100

(IN FEET)
1 inch = 50 ft.

NOTES:

1. BEARINGS SHOWN HEREON ARE TEXAS STATE PLANE SOUTH CENTRAL ZONE NAD'83 CRD BASED ON STATION HAPC-0219 ON THE RTK NETWORK.
2. LOT 3 CAN ONLY BE CONVEYED TO AN BY ADJOINING LAND OWNER.



VICINITY MAP
NOT TO SCALE

CALHOUN COUNTY APPRAISAL DISTRICT

I, HEREBY CERTIFY THAT THE AD VALOREM TAXES ON THE LAND INCLUDED WITHIN THE BOUNDARIES OF THIS PLAT ARE PAID FOR THE TAX YEAR _____ AND ALL PRIOR YEARS.

IF APPLICABLE, THE ABOVE-DESCRIBED PROPERTY HAS/IS RECEIVING SPECIAL APPRAISAL BASED ON ITS USE, AND ADDITIONAL ROLLBACK TAXES MAY BECOME DUE BASED ON THE PROVISIONS OF THE SPECIAL APPRAISAL. (COMPTROLLER RULE 9.3040) OR PROPERTY OMITTED FROM THE APPRAISAL ROLL AS DESCRIBED UNDER TAX CODE SECTION 25.21 IS NOT INCLUDED IN THIS CERTIFICATE [TAX CODE SECTION 31.08 (B)].

SIGNED THIS THE _____ DAY OF _____ 2022.

BY: _____
JESSE W. HUBBELL,
CHIEF APPRAISER

COMMISSIONERS COURT

THE COMMISSIONERS COURT MEETING IN REGULAR SESSION ON _____ 2022 APPROVED THE PLAT AND DEDICATION OF ROADS DESCRIBED HEREON.

RICHARD H. MEYER
COUNTY JUDGE

GARY REESE
COMMISSIONER PRECINCT NO. 4

COUNTY CLERK CERTIFICATE

STATE OF TEXAS
COUNTY OF CALHOUN

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

08-30-2022
RELEASE DATE

FLOODPLAIN ADMINISTRATOR

ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) FOR CALHOUN COUNTY, TEXAS, COMMUNITY PANEL NUMBER 48057C 0175 F, EFFECTIVE DATE AUGUST 2, 2018, THE SUBJECT PROPERTY IS LOCATED IN FLOOD HAZARD AREA ZONE X.

A DEVELOPMENT PERMIT IS REQUIRED FROM THE FLOOD PLAIN ADMINISTRATORS OFFICE, 211 SOUTH ANN STREET, ROOM 301, PORT LAVACA, TEXAS, 77979.

LADONNA THORPEN
FLOODPLAIN ADMINISTRATOR

CALHOUN CO. E911 EMERGENCY COMMUNICATIONS DISTRICT

I HEREBY CERTIFY THAT THE FORECOING SUBDIVISION PLAT OF GARZA SUBDIVISION MEETS THE CURRENT 911 REQUIREMENTS.

RAQUEL MORALES
DISTRICT COORDINATOR
(361) 552-9455

I, HENRY A. DANYSH, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON REPRESENTS THE RESULT OF A SURVEY MADE ON THE GROUND UNDER MY DIRECTION ON _____, 2022.

G & W ENGINEERS, INC.
HENRY A. DANYSH
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5088

STATE OF TEXAS
REGISTERED
HENRY A. DANYSH
5088
PROFESSIONAL
LAND SURVEYOR

DRAWN BY:	J.H.D.
CHECKED BY:	H.A.D.
DATE:	AUG. 26, 2022
SCALE:	1" = 50'

G & W ENGINEERS, INC.
ENGINEERING • SURVEYING • PLANNING
205 W. LIVE OAK STREET, PORT LAVACA, TEXAS 77979
TBPELS FIRM NO.: 100221-00
(361) 552-4509: PORT LAVACA (979) 323-7100: BAY CITY

FILE NO.:	10560-001
JOB NO.:	10560-001
SHEET NO.:	1 OF 1

PRELIMINARY PLAT

17

17. Consider and take necessary action to accept a Gift Deed from James Norrell, 797 Wittnebert Road, Seadrift, Texas. Property being 0.30 acres of land, more or less, out of the Basilio Maldonado Survey, abstract 26, Calhoun County, Texas being a part of Tract 1402 of the American Townsite Company Subdivision, recorded in Volume Z, Pages 2 & 3 of the Map & Plat Records of Calhoun County, Texas, and also being a part of that 5.00-acre tract of land described in that Warranty Deed Dated February 26, 2013 from Carol Fuller to James E. Norrell recorded in File No. 133428 of the Calhoun County Official Records. This 0.30-acre tract is described by meets and bounds and depicted on the attached "Exhibit A: attached hereto and incorporated for all purposes. (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

August 30, 2022

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 7, 2022.

- Consider and take necessary action to accept Gift Deed from James Norrell, 797 Wittnebert Road, Seadrift, Texas. Property being 0.30 acres of land, more or less, out of the Basilio Maldonado Survey, Abstract 26, Calhoun County, Texas, being a part of Tract 1402 of the American Townsite Company Subdivision, recorded in Volume Z, Pages 2 & 3 of the Map & Plat Records of Calhoun County, Texas, and also being a part of that 5.00 acre tract of land described in that Warranty Deed dated February 26, 2013 from Carol Fuller to James E. Norrell recorded in File No. 133428 of the Calhoun County Official Records. This 0.30 acre tract is described by meets and bounds and depicted on the attached "Exhibit A" attached hereto and incorporated for all purposes.

Sincerely,

Gary D. Reese

GDR/at

P.O. Box 177 ~ Seadrift, Texas 77983 ~ email: gary.reese@calhouncotx.org ~ (361) 785-3141 ~ Fax (361) 785-5602

Gift Deed

Date: August 30, 2022

Grantor: James E. Norrell
797 Wittnebert Rd.
Seadrift, TX 77983

Grantee: Calhoun County, a unit of Texas government

Grantee's Mailing Address:

Calhoun County
c/o Commissioner Gary Reese
P.O. Box 177
Seadrift, Texas 77983

Consideration:

Grantor's intention is to make a gift as a charitable contribution under applicable tax laws and regulations.

Property (including any improvements):

Being 0.30 acres of land, more or less, out of the Basilio Maldonado Survey, Abstract 26, Calhoun County, Texas, being a part of Tract 1402 of the American Townsite Company Subdivision, recorded in Volume Z, Pages 2 & 3 of the Map & Plat Records of Calhoun County, Texas, and also being a part of that 5.00 acre tract of land described in that Warranty Deed dated February 26, 2013 from Carol Fuller to James E. Norrell recorded in File No. 133428 of the Calhoun County Official Records. This 0.30 acre tract is described by meets and bounds as depicted on the attached "Exhibit A" attached hereto and incorporated for all purposes.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not, all presently recorded and validly existing restrictions, covenants, conditions, oil and gas leases, mineral interest, and water interest outstanding in persons other than Grantor(s), and other instruments of record.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property,

together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor bind Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.

GRANTEE RELEASES GRANTOR FROM LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY (1) UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, AND THE TEXAS WATER CODE; OR (2) ARISING AS THE RESULT OF THEORIES OF PRODUCT LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE OF THE PURCHASE CONTRACT THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.

When the context requires, singular nouns and pronouns include the plural.

James E. Norrell

STATE OF TEXAS §

COUNTY OF CALHOUN §

This instrument was acknowledged before me on August 30, 2022, by James E. Norrell.

Notary Public, State of Texas
My commission expires: 05-15-2025

APRIL TOWNSEND
Notary Public, State of Texas
Comm. Expires 05-15-2025
Notary ID 126901398

PREPARED IN THE OFFICE OF:
Sara M. Rodriguez
Assistant District Attorney
P.O. Box 1001
Port Lavaca, Texas 77979
Tel: (361) 553-4422
Fax: (361) 553-4421

AFTER RECORDING RETURN TO:
Calhoun County
c/o Commissioner Gary Reese
P.O. Box 177
Seadrift, Texas 77983

PROPERTY DESCRIPTION
0.30 ACRE

STATE OF TEXAS }
COUNTY OF CALHOUN }

All of that certain tract or parcel containing 0.30 acre situated in the Basibio Maldonado Survey, Abstract No. 26 of Calhoun County, Texas and being a part of Tract 1402 of the American Townsite Company Subdivision recorded in Volume Z, Pages 2 and 3 of the Calhoun County Plat Records and also being a part of the same property described as 5.00 acres in Warranty Deed dated February 26, 2013 from Carol Fuller to James E Norrell recorded in File No. 133428 of the Calhoun County Official Records. This 0.30 acre is more particularly described by metes and bounds as follows:

BEGINNING at the intersection of the center of Carabajal Road with the center of Wittnebert Road and the center of a 40 foot wide platted road and at the common corners of Tract 1506, Tract 1507, Tract 1401 and Tract 1402 and at the East corner of the above referenced 5.00 acre tract for the East corner of this 0.30 acre being described;

THENCE South 61° 35' 51" West, with the center of the said 40 foot wide platted road and the common line of Tract 1401 and Tract 1402 and the Southeast line of the said 5.00 acre tract, passing an existing 5/8 inch iron rod located on line at a distance of 20.00 feet and continuing for a total distance of 660 00 feet [plat call = 660 feet] to an existing 5/8 inch iron rod located at the common corners of Tract 1401, Tract 1402, Tract 1353, and Tract 1354 and at the South corner of the said 5 00 acre tract for the South corner of this 0.30 acre being described;

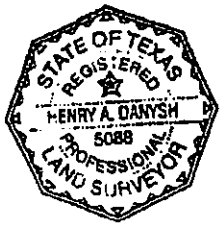
THENCE North 28° 24' 09" West, crossing a part of the said 40 foot wide platted road with the common line of Tract 1402 and Tract 1353 and the Southwest line of the said 5.00 acre tract, a distance of 20.00 feet to the Northwest line of the said 40 foot wide platted road for the West corner of this 0.30 acre being described;

THENCE North 61° 35' 51° East, crossing Tract 1402 and the said 5.00 acre tract with the Northwest line of the said 40 foot wide platted road, a distance of 660.00 feet to the Southwest line of the said 5.00 acre tract and the common line of Tract 1402 and Tract 1506 and the center of Wittnebert Road for the North corner of this 0 30 acre being described;

THENCE South 28° 24' 09° East, crossing a part of the said 40 foot wide platted road with the center of Wittnebert Road and the common line of Tract 1402 and Tract 1506 and the Northeast line of the said 5.00 acre tract, a distance of 20.00 feet to the **PLACE OF BEGINNING**, containing within these metes and bounds 0.30 acre.

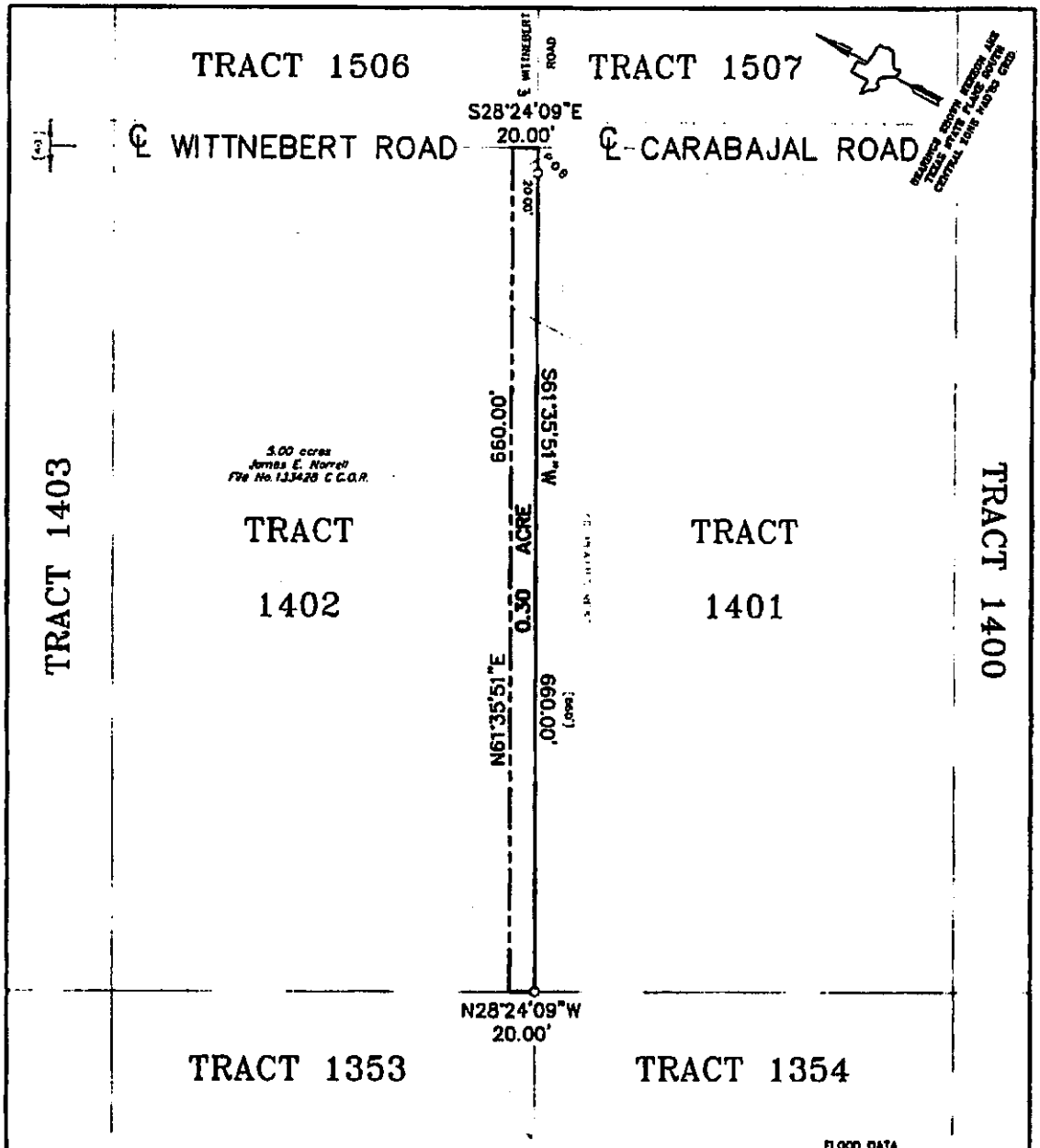
The bearings recited herein are Texas State Plane South Central Zone NAD '83 Grid. This property description and a plat were prepared from a survey made on the ground under my direction on June 9, 2022.

G & W ENGINEERS, INC.
TBPLS Firm No. 10022100
Henry A. Danysh
Registered Professional
Land Surveyor, No. 5088



9045-015 PD

Exhibit A



FLOOD DATA

ACCORDING TO THE APPROXIMATE SCALE OF THE NATIONAL FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48057C 0350 E, REVISED OCTOBER 16, 2014, THIS PROPERTY IS LOCATED IN ZONE X.

0.30 ACRE SURVEY
BEING A PART OF TRACT 1402 OF THE AMERICAN TOWNSITE CO. SUBDIVISION VOLUME Z, PAGES 2 & 3 OF THE CALHOUN COUNTY PLAT RECORDS BASIBIO MALDONADO SURVEY ABSTRACT NO. 26 CALHOUN COUNTY, TEXAS

LEGEND

O	EXISTING 5/8" IRON ROD
C.C.O.R	CALHOUN COUNTY OFFICIAL RECORDS
P.O.B.	POINT OF BEGINNING
( )	PLAT OR DEED CALL

I, HENRY A DANYSH, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON AND A PROPERTY DESCRIPTION PREPARED REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND UNDER MY DIRECTION ON JUNE 9, 2022

G & W ENGINEERS, INC.
HENRY A. DANYSH
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5088

STATE OF TEXAS
REGISTERED
HENRY A. DANYSH
5088
PROFESSIONAL
LAND SURVEYOR

G & W ENGINEERS, INC.

• ENGINEERING • SURVEYING • PLANNING •

205 W. LIVE OAK STREET
PORT LAVACA, TEXAS 77979
TBPELS FIRM NO.: 10022100
(361) 552-4509: PORT LAVACA
(979) 323-7100: BAY CITY

DRAWN BY:	RECOM'D BY:	DATE	SCALE:	JOB NO.:	DRAWING NO.:
R.A.D	H.A.D.	JUNE 9, 2022	1" = 100'	9045-015	9045-015

18

18. Consider and take necessary action to approve the Agreement for Professional Services with Urban Engineering for Calhoun County Hog Bayou Public Boat Ramp Bulkhead in the amount of $34,275 and authorize Commissioner Reese to sign all documents. Payment is to be made from Matagorda Bay Mitigation Trust, Contract No. 024 – Hog Bayou Park Improvements. (GDR)

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

Gary D. Reese

County Commissioner
County of Calhoun
Precinct 4

August 31, 2022

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 7, 2022.

- Consider and take necessary action to approve Agreement for Professional Services with Urban Engineering for Calhoun County Hog Bayou Public Boat Ramp Bulkhead in the amount of $34,275 and authorize Commissioner Reese to sign all documents. Payment to be made from Matagorda Bay Mitigation Trust, Contract No. 024 – Hog Bayou Park Improvements.

Sincerely,

Gary D. Reese

GDR/at

P.O. Box 177 ~ Seadrift, Texas 77983 ~ email: gary.reese@calhouncotx.org ~ (361) 785-3141 ~ Fax (361) 785-5602

URBAN engineering

AGREEMENT FOR PROFESSIONAL SERVICES

Date: August 31, 2022

Project No.: E25466.00

Professional Firm:
Urban Engineering
TREF# F-160
2004 N. Commerce St.
Victoria, Texas 77901-5510
Tel No. (361) 578-9836

Client:
Calhoun County
Attn: Mr. Gary Reese
Calhoun County Commissioner Precinct #4
P.O. Box 177
Seadrift, TX 77983

Project Name/Location:

Hog Bayou Public Boat Ramp Bulkhead
State Highway 35
Calhoun County, Texas

Scope/Intent and Extent of Services:

I. Surveying Services

A. Topographic Survey

1. Perform a topographical survey of the project area.

II. Engineering Services

A. Construction Plans

1. Prepare construction plans and specifications for the installation of approximately 250 linear feet of vinyl bulkhead with concrete and/or timber caps to complement the existing public boat ramp.

B. Contract Administration

1. Prepare contract & bidding documents, oversee the bidding process and perform contract administration.

III. Geotechnical Investigation Services

A. Testing

1. Perform preliminary testing services of the project area and provide recommendations.

Special Conditions:

1. Surveying Services will be performed by Urban Engineering through a subcontract with Urban Surveying, Inc.
2. Geotechnical Investigation Services will be performed by Urban Engineering through a subcontract with T.S.I. Laboratories, Inc.

(Continued)

TERMS AND CONDITIONS

Urban Engineering shall perform the services outlined in this agreement for the stated fee arrangement.

Access To Site:
Unless otherwise stated, Urban Engineering will have access to the site for activities necessary for the performance of the services.

Indemnification:
The Client shall, to the fullest extent permitted by law, indemnify and hold harmless Urban Engineering, his or her officers, directors, employees, agents and subconsultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of Urban Engineering.

Dispute Resolution:
Any claims or disputes made during design, construction or post-construction between the Client and Urban Engineering shall be submitted to non-binding mediation. The Client and Urban Engineering agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Certificate of Merit:
The Client shall make no claim for professional negligence, either directly or in a third-party claim, against Urban Engineering unless the Client has first provided Urban Engineering with a written certification executed by an independent design professional currently practicing in the same discipline as Urban Engineering and licensed in the State of Texas. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to Urban Engineering not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding.

Certifications, Guarantees and Warranties:
Urban Engineering shall not be required to execute any document that would result in their certifying, guaranteeing or warranting the existence of conditions whose existence Urban Engineering cannot ascertain by a visual site inspection.

Limitation of Liability:
In recognition of the relative risks, rewards and benefits of the project to both the Client and Urban Engineering, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, Urban Engineering's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed the professional service fee in this agreement. Such causes include, but are not limited to, Urban Engineering's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Termination of Services:
This agreement may be terminated by the Client or Urban Engineering should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay Urban Engineering for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents:
All documents produced by Urban Engineering under this agreement shall remain the property of Urban Engineering and may not be used by the Client for any other endeavor without the written consent of Urban Engineering.

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
CERTIFICATION OF FILING

Certificate Number:
2022-928906

Date Filed:
08/31/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Victoria Engineering, Inc. dba Urban Engineering
Victoria, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Calhoun County, Texas

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.
UE Job #25466.00
Engineering Services for Calhoun County Hog Bayou Public Boat Ramp Bulkhead

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Bridges, Ray	Victoria, TX United States	X	
Schmidt, Thomas	Victoria, TX United States	X	
Urban, Larry	Corpus Christi, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Matt A. Glaze, 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 31st day of August (month), 2022 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Fee Arrangement:

Surveying Services	$ 3,300.00 (fixed fee)
Engineering Services	$25,000.00 (fixed fee)
Geotechnical Investigation Services	$ 5,975.00 (fixed fee)
Total	$34,275.00

Reimbursable fees, which include Governmental review fees, prints and postage, will be billed at actual cost +10%.

Billings/Payments:
Invoices for Urban Engineering's services shall be submitted, at Urban Engineering's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, Urban Engineering may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service.

Late Payments:
Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the then unpaid balance.

Changes or Modifications:
Any changes or modifications to this Agreement must be in writing and approved by both Urban Engineering and the Client.

Urban Engineering
TREF# F-160

(Signature)

Matt A. Glaze/Senior Engineer
(Printed Name/Title)

8/31/22
(Date)

Calhoun County

(Signature)

Gary Reese/Calhoun County Commissioner Pct #4
(Printed Name/Title)

09-07-2022
(Date)

19

19. Consider and take necessary action on Interlocal Contract, GLO Contract No. 22-0180-004-D560, for Bilge Reclamation Services and authorize Commissioner Reese to sign all documentation. (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 1, 2022

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 7, 2022.

- Discuss and take necessary action on Interlocal Contract, GLO Contract No. 22-0180-004-D560, for Bilge Reclamation Services and authorize Commissioner Reese to sign all documentation.

Sincerely,

Gary D. Reese

GDR/at

P.O. Box 177 ~ Seadrift, Texas 77983 ~ email: gary.reese@calhouncotx.org ~ (361) 785-3141 ~ Fax (361) 785-5602

DocuSign Envelope ID: 76EBF4E0-A9AD-4808-B367-D2C81B53CC3B

INTERLOCAL CONTRACT
GLO Contract No. 22-180-004-D560

THE GENERAL LAND OFFICE ("the GLO") and CALHOUN COUNTY, Texas Identification Number (TIN) 17460019239 ("Local Government"), each a "Party" and collectively "the Parties," enter into the following contract for services (the "Contract") pursuant to the Cooperation Act, Chapter 791 of the Texas Government Code.

I. DEFINITIONS / INTERPRETIVE PROVISIONS / PROJECT DESCRIPTION

1.01 DEFINITIONS

"Administrative and Audit Regulations" means all applicable statutes, regulations, and other laws governing administration or audit of this Contract, which may include Title 2, Part 200, Code of Federal Regulations and Chapters 321 and 791 of the Texas Government Code.

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

"Contract" means this entire document, along with any Attachments.

"Deliverable" means a unit or increment of work to include, any item, report, data, document, photograph, or other submission required to be delivered under the terms of this Contract, in whatever form.

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

"GAAP" means "generally accepted accounting principles."

"GASB" means the Governmental Accounting Standards Board.

"General Affirmations" means the statements, terms, and conditions attached hereto as **Attachment B**. To the extent they apply, Local Government agrees to and affirms the General Affirmations.

"Intellectual Property" means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights, 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.

"Project" means the services described in SECTION 1.03 of this Contract.

"Public Information Act" means Chapter 552 of the Texas Government Code.

"Subcontractor" means an individual or business that signs a contract, or enters into an agreement with Local Government, to perform part or all of the obligations of Local Government under this Contract.

"Travel Regulations" means all applicable statutes, regulations, laws, and Comptroller guidance related to reimbursement for Local Government's travel expenses, 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.

"Units" means, collectively, the mobile and stationary Oil and Bilge Water Recovery Units operated by Local Government pursuant to this Contract.

"Work" means services to be performed or goods to be delivered, and any appurtenant actions performed and items produced, conceived, or developed, including but not limited to Deliverables, in the performance of the Project.

1.02 INTERPRETIVE PROVISIONS

a) The meanings of defined terms apply to the singular and plural forms of the defined terms;

b) The words "hereof," "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 expressly provided, references to contracts include subsequent amendments and other modifications thereto, to the extent such amendments and modifications are not prohibited by the terms of this Contract, and a reference to a statute or regulation includes statutory or regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation;

e) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract;

f) All Attachments to this Contract, including those incorporated by reference, and any amendments are considered part of the terms of this Contract;

g) This Contract may use several limitations, regulations, or policies to regulate the same or similar matters and each such limitation, regulation, and policy is cumulative and shall be performed in accordance with its terms;

h) 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," however, the GLO shall not unreasonably withhold or delay any approval, consent, or waiver required or requested of it;

i) Time is of the essence in this Contract;

j) If this Contract and its Attachments conflict, such conflicts shall be resolved in the following order of precedence: first, the Contract; then attachments to the Contract in this order: Attachment B, Attachment A, and Attachment C.

1.03 PROJECT

The Local Government shall operate and maintain the Units to receive oily bilge wastewater and used motor oil from commercial fishing and recreational vessels in Texas coastal waters in the Calhoun County area (the "Project"), as described in the Scope of Work attached hereto as Attachment A. The Parties shall perform the Project in conformance with this Contract and all Attachments.

1.04 REPORTING REQUIREMENTS

Local Government shall prepare and submit to the GLO a quarterly report within 15 days of the end of each calendar quarter during the term of this agreement. The reports shall include, at a minimum, a record of each day that a discharge was made into the Units and an approximate volume of material discharged on that day by all vessels. Reports and records shall be in portable document format (pdf.) and shall be submitted to bruce.simons@glo.texas.gov; and one (1) hard copy of each should be sent to the attention of Bruce Simons, GLO Project Manager, GLO Oil Spill Division, PO BOX 12873, Austin, TX, 78711-2873.

II. TERM

2.01 DURATION

This Contract shall be effective September 1, 2022, and shall terminate on August 31, 2027 (the "Initial Term").

2.02 EARLY TERMINATION FOR CONVENIENCE

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

2.03 ABANDONMENT OR DEFAULT

If Local Government abandons work or defaults on the Contract and fails to cure the default within 30 days after receiving written notice of default, the GLO may terminate the Contract without notice.

III. CONSIDERATION

3.01 CONSIDERATION

For and in consideration of Local Government's satisfactory performance under this Contract, the GLO shall pay Local Government an amount not to exceed $1,000.00 annually for the maintenance and operation of the Units, for a total amount not to exceed $5,000.00 during the Initial Term.

3.02 INVOICES

a) Invoices must be submitted to vendorinvoices@glo.texas.gov;

b) be supported by documentation (including, but not limited to, itemized receipts) that, in the judgment of the GLO, allows for full substantiation of the costs incurred; and

c) prominently display GLO Contract Number 22-180-004-D560.

3.03 PAYMENT

If Local Government does not submit invoices in strict accordance with the instructions in this Contract, payment of invoices may be significantly delayed. The GLO shall not pay interest, fees, or other penalties for late payments resulting from Local Government's failure to submit invoices in strict accordance with the instructions in this section.

IV. AUTHORITY, AFFIRMATIONS, ASSURANCES, AND CERTIFICATIONS

4.01 REPRESENTATION OF AUTHORITY

Local Government warrants that: (1) it has authority to perform the services described herein; and (2) the representative executing this Contract on its behalf is authorized by its governing body to do so. The GLO warrants that: (1) it has the authority to contract for the services described herein; and (2) the representative executing this Contract on its behalf is authorized to do so.

4.02 GENERAL AFFIRMATIONS

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

4.03 CERTIFICATIONS FOR INTERLOCAL CONTRACT

Each Party certifies that this Contract is authorized by its respective governing body, as applicable, or is otherwise authorized under procedures for entering into interlocal contracts that do not require the approval of its governing body. Each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying Party. The Parties agree any contractual payment described in this Contract is in an amount that fairly compensates the performing Party for the services or functions performed under this Contract.

V. STATE AND FEDERAL FUNDING

5.01 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, this Contract may be terminated. 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 Local Government for damages under this Contract may not exceed the amount of funds due and owing Local Government or the amount of funds appropriated for payment, but not yet paid to Local Government, 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.

5.02 RECAPTURE OF FUNDS

The GLO may terminate the Contract and recapture and be reimbursed by Local Government for any payments the GLO makes that: (i) exceed maximum allowable rates; (ii) are not allowed under applicable laws, rules, or regulations; or (iii) are otherwise inconsistent with this Contract, including any unapproved expenditures.

5.03 OVERPAYMENT

Local Government shall be liable to the GLO for any costs disallowed pursuant to financial or compliance audit(s) of funds Local Government received under this Contract. Local Government shall reimburse such disallowed costs from funds other than those Local Government receives pursuant to this Contract.

VI. OWNERSHIP AND INTELLECTUAL PROPERTY

6.01 OWNERSHIP AND INTELLECTUAL PROPERTY

a) The GLO shall own, and Local Government hereby irrevocably assigns to the GLO, all ownership rights, title, and interest in and to all Intellectual Property acquired or developed by Local Government pursuant to this Contract, including, without limitation, all Intellectual Property in and to reports, drafts of reports, data, drawings, computer programs and codes, and/or any other information or materials acquired or developed by Local Government under this Contract. The GLO may obtain and hold in its name any and all patents, copyrights, trademarks, service marks, registrations, or such other protections, including extensions and renewals thereof, as may be appropriate to the subject matter. Local Government agrees and acknowledges that all expressive content subject to copyright protection, including, without limitation, all reports, drafts of reports, drawings, artwork, photographs, video, computer programs and codes, and/or any other expressive content acquired or developed by Local Government pursuant to this Contract is a "work made for hire" under the United States Copyright Act of 1976. If, for any reason, any expressive content subject to copyright protection or any portion of such expressive content is not a work made for hire, Local Government hereby irrevocably assigns to the GLO ownership of all rights, title and interest in and to such expressive content or such portion of such expressive content. Such rights, title, and interest include, without limitation, the entire and exclusive copyright in the expressive content and all rights associated with the copyright, including reproduction rights, distribution rights, the right to prepare translations and other derivative works, and the right to display the expressive content in all formats and media now known or developed in the future.

b) Local Government 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 and execute documents required to perfect the rights granted to the GLO herein, without any charge or expense beyond the stated amount payable to Local Government for the services authorized under this Contract.

VII. RECORDS, AUDIT, RETENTION, AND DISCLOSURE

7.01 BOOKS AND RECORDS

Local Government 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

United States Government, and/or their authorized representatives to determine Local Government's compliance with this Contract and all applicable laws, rules, and regulations.

7.02 INSPECTION AND AUDIT

a) All records related to this Contract, including records of Local Government 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 under the Contract. Acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Local Government shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Local Government and the requirement to cooperate is included in any subcontract it awards.

c) State agencies authorized to audit and inspect Local Government, its records, subcontractors, and subcontractors' records include the GLO, the GLO's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, the Texas Comptroller of Public Accounts, 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.

7.04 CONFIDENTIALITY

To the extent permitted by law, Local Government and the GLO shall keep all information, in whatever form produced, prepared, observed, or received by Local Government 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 Local Government or the GLO; or (c) information that Local Government or the GLO is otherwise required to keep confidential by this Contract. Local Government must not advertise that it is doing business with the GLO, use this Contract as a marketing or sales tool, or 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.

7.05 PUBLIC RECORDS

The GLO may post this Contract to the GLO's website. Local Government 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, Local Government 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 Local Government believes to be excepted from disclosure as "confidential" or a "trade secret," Local Government waives any and all claims it may make against the GLO for releasing such information without prior notice to Local Government. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Local Government 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, Local Government shall forward the third party's contact information to the above-designated e-mail address.

VIII. MISCELLANEOUS PROVISIONS

8.01 INSURANCE

Pursuant to Chapter 2259 of the Texas Government Code entitled, "Self-Insurance by Governmental Units," Local Government is self-insured and, therefore, is not required to purchase insurance to perform its obligations under this Contract.

8.02 LEGAL OBLIGATIONS

Local Government shall procure and maintain for the duration of this Contract any license, authorization, insurance, waiver, permit, qualification, or certification required by federal, state, county, or city statute, ordinance, law, or regulation to be held by Local Government to provide the goods or services required by this Contract. Local Government shall pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Local Government shall pay any such government obligations not paid by its subcontractors during performance of this Contract. In its performance of the Contract, Local Government shall not infringe the intellectual property rights of third parties.

8.03 ASSIGNMENT AND SUBCONTRACTS

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

b) Local Government will provide written notification to the GLO of any such subcontractor performing fifteen percent (15%) or more of the work under this Contract, including the name and taxpayer identification number of subcontractor, the task(s) being performed, and the number of subcontractor employees expected to work on the task.

8.04 RELATIONSHIP OF THE PARTIES

Local Government is associated with the GLO only for the purposes and to the extent specified in this Contract. Local Government is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract creates a partnership or joint venture, employer-employee or principal-agent relationships, or any liability whatsoever with respect to the indebtedness, liabilities, or obligations of Local Government or any other Party. Local Government 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 employees of the State of Texas; 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.

8.05 COMPLIANCE WITH OTHER LAWS

In its performance of this Contract, Local Government shall comply with all applicable federal, state, county, and city laws, statutes, ordinances, and regulations. Local Government is deemed to know of and understand all applicable laws, statutes, ordinances, and regulations.

8.06 NOTICES

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

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

Local Government
Calhoun County
211 S. Ann Street
Port Lavaca, TX 77979
Attention: Gary Reese
Email: gary.reese@calhouncotx.org

Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. Either Party may change its address for notice by written notice to the other Party as herein provided.

8.07 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. Local Government irrevocably waives any objection, including any objection to personal jurisdiction, the laying of venue, or based on forum non conveniens, 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 OR THE STATE OF TEXAS.**

8.08 SEVERABILITY

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

8.09 FORCE MAJEURE

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as 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 terminate this Contract immediately upon written notification to Local Government.

8.10 ENTIRE CONTRACT AND AMENDMENT

This Contract, its Attachments, and any Work Order issued under this Contract constitute the entire agreement of the Parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements made in connection with the subject matter hereof. Additional or conflicting terms in Attachments or Work Orders shall be harmonized with this Contract to the extent possible. Unless such integrated Attachment or Work Order specifically displays a mutual intent to amend part of this Contract, conflicts shall be construed consistently with the terms of this Contract. This Contract, its Attachments, and any Work Orders issued under this Contract may only be amended by a mutual, written agreement executed by authorized representatives of the Parties.

8.11 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 one and the same Contract.

8.12 PROPER AUTHORITY

Each Party represents and warrants that the person executing this Contract on its behalf has the authority to enter into this Contract. This Contract is effective for the term specified herein. Any services Local Government performs before this Contract's effective date or after its termination or expiration are performed at Local Government's sole risk.

8.13 TAXES, WORKERS' COMPENSATION, UNEMPLOYMENT INSURANCE

Local Government shall be solely liable and responsible for payment of Local Government's and Local Government's employees' taxes of whatever kind, arising out of the execution or performance of the Contract. Local Government 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, by entering into this Contract, shall not be liable to Local Government 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.

8.14 INDEMNIFICATION

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

8.15 INFRINGEMENT

If Local Government 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 Local Government with notice of such claim, Local Government may (or in the case of an injunction against the GLO, shall), at Local Government's sole expense either: (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.

8.16 DISPUTE RESOLUTION

Except as otherwise provided by statute, rule or regulation, Local Government shall use the dispute resolution process established in Chapter 2260 of the Texas Government Code and related rules to attempt to resolve any dispute under this Contract, including a claim for breach of contract by the GLO, that the Parties cannot resolve in the ordinary course of business. Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of such a claim constitutes grounds for Local Government 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.**

8.17 SURVIVAL OF TERMS AND PROVISIONS

The terms and conditions of this Contract related to the following subjects shall survive the termination of this Contract: definitions; interpretation; warranties; affirmations;

prohibition on debts created on behalf of the State of Texas and/or the GLO; limitation of any Local Government claim for damages to the amount of funds appropriated for payment but not yet paid to Local Government; ownership; intellectual property; books and records; inspection and audit; records retention period; confidentiality; public records; insurance; taxes; workers' compensation; unemployment insurance; Local Government's obligation to procure and maintain, at its sole expense, all government licenses, authorizations, insurance, waivers, permits, and/or qualifications necessary for Local Government or any subcontractors to provide the goods or services described in this Contract; indemnity; assignment and subcontracting; relationship of the Parties; compliance with laws; notices; governing law and venue; severability; dispute resolution; merger and integration; invoice and fee verification; property rights; default; and amendment.

SIGNATURE PAGE FOLLOWS

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SIGNATURE PAGE FOR GLO CONTRACT NO. 22-180-004-D560

GENERAL LAND OFFICE

Mark A. Havens
Chief Clerk/Deputy Land Commissioner

Date of execution: _____

CALHOUN COUNTY

Name: Gary Reese
Title: Commissioner PCT 4

Date of execution: 09-07-2022

OGC DS BB

PM DS

DD DS

SDD DS

DGC DS MB

GC DS JG

ATTACHMENTS TO THIS CONTRACT:

ATTACHMENT A – SCOPE OF WORK
ATTACHMENT B – GENERAL AFFIRMATIONS
ATTACHMENT C – DECLARATION OF INSPECTION FORM

ATTACHMENTS FOLLOW

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SCOPE OF WORK

ARTICLE I: PURPOSE

1.01 PROJECT:

In strict conformance with the terms and conditions of this Contract, Local Government shall operate and maintain two oil and bilge water recovery units ("Recovery Units"), and one mobile pump-out unit (the "Mobile Unit") (each a "Unit" and collectively, "the Units") in the Calhoun County area.

1.02 COOPERATION:

The GLO and Local Government shall work together in good faith to promote and create incentives for use of the Units by operators of commercial fishing and recreational vessels in Texas coastal waters and the Gulf of Mexico.

1.03 PROJECT MANAGERS:

The GLO and Local Government shall each designate a single point of contact as its liaison for resolution of issues related to the Project. Subject to change with notice to the other Party, the GLO designates Mr. Bruce Simons as its Project Manager, and the Provider designates Mr. Gary Reese as its Project Manager.

ARTICLE II: OPERATION OF THE UNIT

2.01 RESTRICTED USE:

Local Government shall ensure the Units are used only for the disposal of motor oil and oily bilge water and not for disposal of any other type of material or waste, unless specifically authorized in writing by the GLO.

2.02 COMPLIANCE WITH LAWS:

Local Government shall ensure compliance with all applicable local, state, and federal laws, regulations, permit conditions, contingency plans, and other requirements, including regulations governing the disposal, accidental discharge, or recycling of used or waste oil. If operation of the Units requires Local Government to obtain a discharge prevention and response certificate, the GLO shall waive any fee it ordinarily charges for such certificate. The GLO shall assist Local Government in planning for and responding to unauthorized discharges of oil in Local Government's Calhoun County facility.

2.03 LIMITED ACCESS:

When the Units are not being used, Local Government shall ensure intake hoses and pumps are locked or otherwise secured so they cannot be used in an unauthorized manner.

2.04 AUTHORIZED FEES:

Local Government may not charge commercial fishing or recreational vessels for discharging waste oil or oily bilge wastewater into the Unit. Local Government may charge a reasonable fee for use of the Units by other types of vessels. Local Government must submit a proposed fee schedule to the GLO and receive GLO's written approval of the fee schedule before charging any such fee. Local Government is not authorized to assess a fee for disposal into the Units until the GLO approves the fee schedule in writing.

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2.05 USE BY THE GLO AND UNITED STATES COAST GUARD (USCG):

Local Government agrees that the GLO and USCG may use the Units to dispose of recovered oil and wastewater during an oil spill response. Both the GLO and Local Government project managers must agree to allow the disposal of recovered oil and wastewater into the Units by either the GLO or USCG. The GLO will not allow the disposal of extremely heavy oil, weathered oil, sludge, tar, asphalt, or oil with dangerously high concentrations of aromatic hydrocarbons such as benzene or toluene.

ARTICLE III: MAINTENANCE AND OPERATION OF THE UNITS

3.01 GENERAL OBLIGATIONS OF LOCAL GOVERNMENT:

Local Government shall operate and maintain the Units and keep records detailing each Unit's use. Local Government shall ensure that the Units are available during normal business hours and easily accessible to vessels authorized to use it. Local Government shall monitor the use and condition of the Units and keep it in good repair and working condition at all times. Local Government shall immediately notify the GLO when either of the Units are not operational for any reason.

3.02 SPECIFIC OBLIGATIONS OF LOCAL GOVERNMENT:

(a) **Discharges into a Unit.** When Local Government receives a request from a vessel that is authorized to discharge into a Unit, a trained employee of Local Government will complete the required Declaration of Inspection (DOI) (See Attachment C to the Contract). The Local Government employee will monitor the discharge operation to ensure an appropriate flow rate into the Unit and to prevent the Unit from being overfilled. After the vessel has completed the discharge into the Unit, the Local Government employee will lock the intake port and secure the Unit so it cannot be used in an unauthorized manner.

(b) **Notification to GLO when disposal of collected wastewater is necessary.** Local Government shall notify the GLO when the wastewater holding capacity of either Unit is nearing capacity and disposal of collected wastewater is necessary.

(c) **Maintaining records on vessels that use the Units.** Local Government Local Government shall keep records on all vessels that discharge into the Units. The records shall, at a minimum, include the following information: vessel name; vessel registration number; vessel owner's name, address, and phone number; vessel captain's name, address, and phone number; and the volume (in gallons) of the material discharged by the vessel into the Unit. Local Government may collect additional information it deems necessary to document the use of the Unit.

(d) **Maintaining records on expenditures for operation and maintenance.** Local Government shall keep accurate records of all expenditures it makes for operation and maintenance of the Unit.

(e) **Reporting requirements.** Local Government shall prepare and submit to the GLO a quarterly report within 15 days of the end of each calendar quarter during the term of this Contract. The report shall include a record of each day that a discharge was made into either Unit and an approximate volume of material discharged into the Unit on that day by all vessels.

(f) **Auditing records by the GLO.** Local Government shall allow the GLO to inspect

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any records kept by Local Government with regard to the operation and maintenance of the Unit.

3.03 General Obligations of the GLO:

The GLO shall regularly monitor the use of each Unit and provide guidance to Local Government personnel on its operation and maintenance. The GLO shall provide Local Government reasonable assistance in ensuring that the Units are available for use by authorized vessels.

3.04 Specific Obligations of the GLO:

(a) **Equipment and parts replacement; technical assistance.** If equipment associated with a Unit needs to be replaced, the GLO shall, after confirming such equipment is required to perform the Project and within the scope of the Contract, pay for the equipment and ensure delivery to Local Government. The GLO will provide replacement parts and technical assistance to the Local Government as needed.

(b) **Arranging for wastewater disposal from the Unit.** Upon receipt of notice from Local Government that the wastewater holding capacity of a Unit has been reached, or based on its own monitoring, the GLO shall arrange and pay for the disposal of wastewater from the Unit.

ARTICLE VI: MISCELLANEOUS

4.01 Responsibility for Clean-up Costs for Unauthorized Discharges of Oil Into Texas Coastal Waters:

The GLO will be solely responsible for all clean-up and disposal costs associated with an unauthorized discharge of oil from a Unit into Texas coastal waters that is not caused by: (a) an act or omission of a third party, or (b) the negligence, gross negligence, recklessness, or intentional misconduct of Local Government or its officers, employees, contractors, or agents. In the event of an unauthorized discharge of oil from a Unit into Texas coastal waters caused by an act or omission of a third party, the GLO may designate the third party as the responsible party for the discharge. The GLO reserves the right to designate Local Government as the responsible party for an unauthorized discharge of oil into Texas coastal waters caused by the negligence, gross negligence, recklessness, or intentional misconduct of Local Government or its officers, employees, contractors, or agents.

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GENERAL AFFIRMATIONS

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

1. Performing Agency represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Performing Agency nor the firm, corporation, partnership, or institution represented by Performing Agency, 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 Performing Agency.*

2. Performing Agency 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, Performing Agency 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 [Performing Agency] 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. Performing Agency 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, Performing Agency represents and warrants that it complies with the requirements of the state risk and authorization management program and Performing Agency 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), Performing Agency 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 Performing Agency to access, transmit, use, or store data for the GLO, then in accordance with Section 2054.138 of the Texas Government Code, Performing Agency certifies that it will comply with the security controls required under this Contract and will maintain records and make them available to the GLO as evidence of Performing Agency's compliance with the required controls.

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

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9. Performing Agency 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. Performing Agency agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed by Performing Agency to the State of Texas.

11. Upon request of the GLO, Performing Agency 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, Performing Agency 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 Performing Agency's submission of its offer to provide consulting services to the GLO or, in the alternative Performing Agency, 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, Performing Agency 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 PERFORMING AGENCY.

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, Performing Agency 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 PERFORMING AGENCY.

    a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if Performing Agency's claim for breach of contract cannot be resolved by the Parties in the ordinary course of business, Performing Agency may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against Performing Agency as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, Performing Agency must provide written notice to the GLO of a claim for breach of the Contract not later than the 180th day after the date of the event giving rise to the claim. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount Performing Agency 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 Performing Agency 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.

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

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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 Performing Agency'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 Performing Agency. 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 Performing Agency. 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 Performing Agency 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. Performing Agency does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract.

f. Except as otherwise provided by statute, rule, or regulation, compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the Performing Agency: (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, Performing Agency 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. Performing Agency understands that all obligations of the GLO under this 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. Performing Agency 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, Performing Agency 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.

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

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19. Performing Agency 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, Performing Agency certifies that neither Performing Agency nor any person or entity represented by Performing Agency 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, Performing Agency 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 Performing Agency from providing free technical assistance.*

21. Performing Agency 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, Performing Agency 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, Performing Agency further represents and warrants that if a former employee of the GLO was employed by Performing Agency within one year of the employee's leaving the GLO, then such employee will not perform services on projects with Performing Agency 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.

24. IF THE CONTRACT IS NOT FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, PERFORMING AGENCY, 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 PERFORMING AGENCY 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 PERFORMING AGENCY WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND PERFORMING AGENCY MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. PERFORMING AGENCY 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, PERFORMING AGENCY, TO THE

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

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 PERFORMING AGENCY'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE PERFORMING AGENCY OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO PERFORMING AGENCY, OR ANY OTHER ENTITY OVER WHICH PERFORMING AGENCY EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY PERFORMING AGENCY WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND PERFORMING AGENCY MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. PERFORMING AGENCY AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.*

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

27. Performing Agency has disclosed in writing to the GLO all existing or known potential conflicts of interest relative to the performance of the Contract.

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

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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, Performing Agency 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 Performing Agency and legally empowered to contractually bind Performing Agency 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, Performing Agency 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.*

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. Performing Agency 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. Performing Agency 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, Performing Agency 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, Performing Agency 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 Performing Agency 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. Performing Agency 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

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

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Contract may be subject to public disclosure pursuant to the PIA. In accordance with Section 2252.907 of the Texas Government Code, Performing Agency 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 Performing Agency believes to be excepted from disclosure as "confidential" or a "trade secret," Performing Agency waives any and all claims it may make against the GLO for releasing such information without prior notice to Performing Agency. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Performing Agency 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, Performing Agency shall forward the third party's contact information to the above-designated e-mail address.

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. Performing Agency 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 Performing Agency, in its performance of the Contract, has access to a state computer system or database, Performing Agency must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. Performing Agency must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. Performing Agency must verify in writing to the GLO its completion of the cybersecurity training program.

38. Under Section 2155.0061, Texas Government Code, Performing Agency 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. Performing Agency 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 Performing Agency's business. Performing Agency acknowledges that such a vaccine or recovery requirement would make Performing Agency ineligible for a state-funded contract.

40. Pursuant to Government Code Section 2274.0102, Performing Agency certifies that neither it nor its parent company, nor any affiliate of Performing Agency 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 2274.0103, or (2) headquartered in any of those countries.*

41. If Performing Agency is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Performing Agency verifies that Performing Agency does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Performing Agency does not make that verification, Performing Agency must notify the GLO and state why the verification is not required.*

42. If Performing Agency is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Performing Agency 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

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

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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 Performing Agency does not make that verification, Performing Agency must notify the GLO and state why the verification is not required.*

43. If Performing Agency is a "professional sports team" as defined by Texas Occupations Code Section 2004.002, Performing Agency will play the United States national anthem at the beginning of each team sporting event held at Performing Agency's home venue or other venue controlled by Performing Agency for the event. Failure to comply with this obligation constitutes a default of this Contract, and immediately subjects Performing Agency to the penalties for default, such as repayment of money received or ineligibility for additional money. In addition, Performing Agency 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 Performing Agency and the Contract, in accordance with Section 552.372 of the Texas Government Code, Performing Agency 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 Performing Agency'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 Performing Agency'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 Performing Agency agrees that the Contract may be terminated if Performing Agency 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, Performing Agency, 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 Performing Agency compiled in connection with its performance under the Contract.*

46. If subject to 2 CFR 200.216, Performing Agency 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 Performing Agency uses in 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.

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DECLARATION OF INSPECTION
FOR
BILGE WATER RECLAMATION FACILITY

Location of Facility:_____ **Date of Inspection:**_____

Name / Number of Boat:_____

Boat's Hailing Port _____

or Company _____

Estimated quantity of bilge material to be discharged:_____**gallons.**

**********CHECKLIST**********

☐ 1. The boat's responsible person has registered satisfactorily with this office.

☐ 2. The Bilge Water Reclamation Facility has been inspected and found to be operational and ready for a bilge transfer.

☐ 3. Mooring lines are adequate and properly adjusted for the conditions.

☐ 4. The boat's bilge water pump hose appears to be of adequate length and in good condition – suitable for a safe transfer.

☐ 5. Catchment basin at the Pickup Point is clean and free of water and oil.

☐ 6. Communications are adequate for this transfer, and a common language has been established between the boat's crew and the facility operator.

☐ 7. There is a Qualified Person in charge on the boat handling the bilge hose. This person has been briefed on emergency shutdown procedures, specifically, and the facility's operations in general, to the degree that he understands what to do and what not to do.

☐ 8. There are rags, pads, or other oil sorbents on hand to control drips and residue at the transfer hose opening.

☐ 9. Determine to the best of your ability that there is **NO ANTI-FREEZE OR OTHER HAZARDOUS MATERIAL** contained in the bilge water to be discharged.

☐ 10. If in doubt about the contents of the bilge water, draw a sample and label it, in plain sight of the vessel's crew, before you accept the discharge.

Facility Person in Charge -- I have checked all items on the checklist and have found them to be adequate at the time of inspection:

Signature:_____ **Date:**_____

The Vessel's Person in Charge – Printed Name:_____

Acting as the Person in Charge of the vessel discharging bilge water into this facility, **I SWEAR OR AFFIRM THAT THERE ARE NO HAZARDOUS MATERIALS, INCLUDING ANTI-FREEZE, CONTAINED IN THE DISCHARGED MATERIAL.** I acknowledge that a sample may be taken for analysis to confirm this statement.

Signature:_____ **Date:**_____

DocuSign

Certificate Of Completion

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Certificate Pages: 3 Initials: 6
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Time Zone: (UTC-06:00) Central Time (US & Canada)

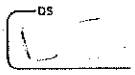
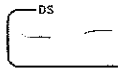
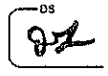
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Clay Sebek
1700 Congress Ave
Austin, TX 78701
Clay.Sebek@glo.texas.gov
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Signer Events	Signature	Timestamp
Ben Bellomy ben.bellomy@glo.texas.gov Attorney Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DS  Signature Adoption: Pre-selected Style Using IP Address: 136.226.12.186	Sent: 8/31/2022 2:44:23 PM Viewed: 8/31/2022 3:02:10 PM Signed: 8/31/2022 3:05:18 PM
Bruce Simons bruce.simons@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DS  Signature Adoption: Drawn on Device Using IP Address: 70.112.176.220 Signed using mobile	Sent: 8/31/2022 3:05:21 PM Viewed: 8/31/2022 3:06:37 PM Signed: 8/31/2022 3:08:25 PM
Jimmy A. Martinez jimmy.a.martinez@glo.texas.gov Deputy Director Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DS  Signature Adoption: Drawn on Device Using IP Address: 174.197.8.151 Signed using mobile	Sent: 8/31/2022 3:08:27 PM Viewed: 8/31/2022 5:41:57 PM Signed: 8/31/2022 5:42:11 PM
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	DS  Signature Adoption: Uploaded Signature Image Using IP Address: 75.10.188.200	Sent: 8/31/2022 5:42:16 PM Viewed: 8/31/2022 5:47:45 PM Signed: 8/31/2022 5:47:53 PM

Signer Events	Signature	Timestamp
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	DS  Signature Adoption: Pre-selected Style Using IP Address: 104.15.130.4 Signed using mobile	Sent: 8/31/2022 5:47:56 PM Viewed: 8/31/2022 9:08:40 PM Signed: 8/31/2022 9:10:26 PM
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	DS  Signature Adoption: Pre-selected Style Using IP Address: 107.129.126.169 Signed using mobile	Sent: 8/31/2022 9:10:29 PM Viewed: 8/31/2022 9:20:36 PM Signed: 8/31/2022 9:20:41 PM
Gary Reese gary.reese@calhouncotx.org Commissioner PCT 4 Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		Sent: 8/31/2022 9:20:44 PM Viewed: 9/1/2022 7:42:38 AM
Mark A. Havens Mark.Havens@GLO.TEXAS.GOV Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

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**
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	COPIED	Sent: 8/31/2022 2:07:46 PM
CMD Drafting Requests draftingrequests@GLO.TEXAS.GOV Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:**	COPIED	Sent: 8/31/2022 2:07:46 PM

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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	COPIED	Sent: 8/31/2022 2:07:46 PM
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	COPIED	Sent: 8/31/2022 2:07:47 PM Resent: 8/31/2022 2:44:22 PM
Linh Phan linh.phan@glo.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 8/31/2022 3:05:21 PM Viewed: 8/31/2022 3:05:46 PM
Santana Ramirez santana.ramirez@glo.texas.gov Executive Assistant Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 8/31/2022 3:05:22 PM
Ashley Fletcher ashley.fletcher@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

20

20. Consider and take necessary action to authorize the County Clerk and Judge (if required) to sign the INTERLOCAL COOPERATION CONTRACT Department of State Health Services and the Texas HHS System – Data Use Agreement – SECURITY AND PRIVACY INQUIRY(SPI), Contract No. HHSREV100002457 that terminates on August 31, 2024 unless renewed, extended or terminated pursuant to the terms and conditions of the Contract. This contract will enable the County Clerk to issue abstract birth certificates from other counties. (RHM)

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

INTERLOCAL COOPERATION CONTRACT
DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHSREV100002457

THE DEPARTMENT OF STATE HEALTH SERVICES ("DSHS" or "System Agency") and Calhoun County ("Local Government" or "Contractor"), each a "Party" and collectively the "Parties," enter into the following contract to provide access to the Texas Electronic Registration Remote System ("TxEver") for the purpose of issuing individual birth certificate services (the "Contract") pursuant to the provisions of the "Interlocal Cooperation Act," Chapter 791 of the Texas Government Code.

I. PARTIES

System Agency	Local Government
Name: Department of State Health Services Contract Management Section Address: 1100 W 49th Street, MC 1990 City and Zip: Austin, TX 78756 Contact Person: Gretchen. Wells, Contract Manager Telephone: (512)776-2679 E-Mail: Gretchen.wells@dshs.texas.gov Agency Number: 357	Name: Calhoun County Calhoun County Clerk Address: 211 S Ann Street, Suite 102 City and Zip: Port Lavaca, TX 77979 Contact Person: Anna M. Goodman Telephone: 361-553-4416 E-Mail: Anna.Goodman@calhouncotx.org Agency Number: n/a

II. STATEMENT OF SERVICES TO BE PROVIDED

The Parties agree to cooperate to provide necessary and authorized services and resources in accordance with the terms of this Contract. Specific services provided are described in **Attachment A – Interlocal Statement of Work**.

III. CONTRACT PERIOD AND RENEWAL

The Contract is effective on the signature date of the latter of the Parties to sign this agreement and terminates on August 31, 2024, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. The Parties may extend this Contract subject to mutually agreeable terms and conditions.

IV. AMENDMENT

The Parties to this Contract may modify this Contract only through the execution of a written amendment signed by both parties.

V. FEES AND PAYMENT FOR SERVICES

All fees associated, and payments made in connection with this Contract, including the manner in which payments will be made are described in **Attachment A – Interlocal Statement of Work**.

VI. LEGAL NOTICES

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

System Agency
Department of State Health Services
Contract Management Section
1100 W 49th Street,
MC 1990
Austin, Texas 78756
Attention: General Counsel

Local Government
Calhoun County
Office of the County Attorney
211 S Ann Street, Suite 302
Port Lavaca, TX 77979
Attention: Sara Rodriguez,
County Attorney

Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. Either Party may change its address for receiving legal notice by notifying the other Party in writing.

VII. CERTIFICATIONS

The undersigned contracting Parties certify that:

(1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of state government.

(2) each Party executing this Contract on its behalf has full power and authority to enter into this Contract.

(3) the proposed arrangements serve the interest of efficient and economical administration of state government; and

(4) the services contracted for are not required by Section 21, Article XVI of the Constitution of Texas to be supplied under a contract awarded to the lowest responsible bidder.

The System Agency further certifies that it has statutory authority to contract for the services described in this contract under Texas Health and Safety Code Chapter 191 and Texas Government Code Chapter 791.

The Local Government further certifies that it has statutory authority to contract for the services described in this contract under Texas Health and Safety Code Chapter 191 and Texas Government Code Chapter 791.

SIGNATURE PAGE FOLLOWS.

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SIGNATURE PAGE FOR SYSTEM AGENCY CONTRACT NO. HHSREV100002457

DSHS	CALHOUN COUNTY
DocuSigned by: Manda Hall, MD 202CEA5A9C164E2...	Anna M. Goodman
Signature	Signature
Manda Hall, MD	Anna M Goodman
Printed Name	Printed Name
Associate Commissioner, Community Health Improvement	County Clerk
Title	Title
September 16, 2022	~~08/31/2022~~ 9/7/22
Date	Date

THE FOLLOWING ATTACHMENTS TO DSHS CONTRACT NO. HHSREV100002457 ARE HEREBY INCORPORATED BY REFERENCE:

- **ATTACHMENT A: INTERLOCAL STATEMENT OF WORK.**
- **ATTACHMENT B: HHS UNIFORM TERMS AND CONDITIONS - GOVERNMENTAL ENTITY VERSION 3.2 (MAY 2020).**
- **ATTACHMENT C: HHS CONTRACT AFFIRMATIONS V. 2.1 (OCT. 2021).**
- **ATTACHMENT D: HHS DATA USE AGREEMENT, GOVERNMENTAL ENTITY VERSION 8.5 (OCT. 23, 2019)**; and
- **ATTACHMENT D-1: DATA USE AGREEMENT SECURITY AND PRIVACY INQUIRY VERSION 2.1 (06/2018).**

ATTACHMENT A
INTERLOCAL STATEMENT OF WORK

I. RESPONSIBILITIES OF THE PARTIES

A. Local Government may use the TxEver Remote System to search System Agency databases, locate data, and issue Certifications of Birth to authorized individuals requesting such data. The certifications will be in a format formally approved by System Agency. Local Government will take reasonable efforts to ensure use of the TxEver Remote System is not abused by its staff. Abuse of the access to confidential information in the TxEver Remote System may be cause for termination of this Contract in accordance with Section II.Q.

B. System Agency agrees to provide on-line computer services related to Local Government's use of the TxEver Remote System, available from 7:00 a.m. to 6:00 p.m. (CST) Monday through Friday, except holidays. In the event of an emergency or computer application error, System Agency may temporarily suspend services without advance notice.

C. Local Government will acquire the necessary data processing equipment, communications, hardware or software, and purchase "bank note" paper, as specified by System Agency. System Agency will provide online assistance in connection of the equipment, furnish the software program and provide technical assistance, if necessary.

D. Local Government acknowledges that records may not be located or records which are located may have errors due to:

1. Normal key-entry errors in spellings;
2. Accidental failure on the part of the System Agency to update a file for an amendment or paternity determination; and/or
3. The even year does not exist in the system.

E. Local Government shall provide System Agency written notification of errors or suspected errors that exist in the database information at no less than monthly intervals.

F. Local Government shall maintain inventory control and account for each document produced on "bank note" paper, including voided documents.

G. Local Government will issue Certificates of Birth utilizing remote access to the System Agency system in conformance with Health and Safety Code Chapters 191, 192 and 195, as well as 25 Tex. Admin. Code Chapter 181.

H. The Parties are required to comply with all applicable state and federal laws relating to the privacy and confidentiality of this data and records, which includes Texas Government Code Section 552.115.

I. The Parties will use confidential records and information obtained under this Contract only for purposes as described in this Contract and as otherwise allowed by law.

II. PERFORMANCE MEASURES

The System Agency and Local Government will comply with following Contract Terms and Conditions:

J. **Governing Law.** Regarding all issues related to this Contract's formation, performance, interpretation, and any issues that may arise in any dispute between the parties, the Contract will be governed by and construed in accordance with the laws of the State of Texas.

K. **Confidentiality.** The Parties are required to comply with all applicable state and federal laws relating to the privacy and confidentiality of records that contain Personal Identifying Information (PII) or Personally Sensitive Information (PSI) or other information or records made confidential by law, including Tex. Bus. & Comm. Code Section 521.002. The attached Data Use Agreement (Attachment A) applies to this Contract.

L. **Exchange of Personal Identifying Information.** This Contract concerns personal identifying information. Except as prohibited by other law, Local Government and System Agency may exchange PII without consent, in accordance with Chapter 191 of the Health and Safety Code.

M. **Records Retention.** System Agency will retain records in accordance with DSHS State of Texas Records Retention Schedule at http://www.dshs.texas.gov/records/schedules.shtm, Department Rules and other applicable state and federal statutes and regulations governing medical, mental health, and substance abuse information.

N. **Severability.** If any provision of this Contract is construed to be illegal or invalid, the illegal or invalid provision will be deemed stricken and deleted to the same extent and effect as if never incorporated, but all other provisions will continue.

O. **Waiver.** Acceptance by either Party of partial performance or failure to complain of any action, non-action or default under this Contract will not constitute a waiver of either Party's rights under the Contract.

P. **Suspension of Services Under This Contract.** In the event of an emergency or information technology system failure, System Agency may temporarily suspend services without advance notice. Use of services for purposes inconsistent with applicable law may also result in a suspension of services.

Q. **Termination.**

1. **Convenience.** This Contract may be terminated by mutual agreement of the Parties. Either Party may terminate this Contract without cause by giving 30 days written notice of its intent to terminate to the non-terminating Party.

2. **Cause.** This Contract may be terminated for cause by either Party for breach or failure to perform an essential requirement of the Contract. Use of services for purposes inconsistent with applicable law may be cause for Contract termination.

3. **Notice of Termination.** Written notice may be sent by any method that provides verification of receipt, which will be calculated from the date of receipt by the non-terminating Party's Representative provided in Section VI of the Signature Document.

4. **Equitable Settlement.** At the end of the term of this Contract or termination as provided for in this Section, the Parties will equitably settle their respective accrued interests or obligations incurred prior to termination.

III. INVOICE AND PAYMENT

A. **Fees.** Local Government agrees to pay System Agency **$1.83** for each Certification of Vital Record printed as a result of searches of the database. Local Government agrees to charge the same base search fee for a birth certificate as System Agency. Additional fees may only be charged as authorized by Texas Health and Safety Code Chapter 191 and 25 Tex. Admin. Code Chapter 181.

DSH acknowledges that Local Government's payment obligations to System Agency are payable only from funds appropriated for the current fiscal year and currently available for the purpose of this Contract. Local Government shall provide System Agency with prompt notice of failure of Local Government to make adequate appropriation or a lack of current revenue for any given fiscal year.

B. **Billing.** System Agency will send an itemized billing to Local Government on the 1st of every month for each Certification of Birth printed. This billing will be sent through the U.S. Postal Service to the Local Government at:

Name:	Anna Goodman, County Clerk
Office address:	Calhoun County 211 S Ann Street, Suite 102 Port Lavaca, TX 77979

Local Government will direct any billing inquiries either by phone to 512-776-7206 or email to ***vsbusinessservices@System Agency.texas.gov***

C. **Payment Method.** Local Government will remit payment to System Agency within thirty days after a billing is received by them. Payment by the Local Government will be considered made on the date postmarked.

Local Government will send payments to System Agency at:

Texas Department of State Health Services Cash
Receipts Branch MC 2096
P.O. Box 149347
Austin, TX 78714-9347

Local Government will make payment to System Agency out of its current revenues.

ATTACHMENT B

TEXAS
Health and Human Services

Health and Human Services (HHS)

Uniform Terms and Conditions -

Governmental Entity

Version 3.2

Published and Effective - May 2020

Responsible Office: Chief Counsel

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.1 DEFINITIONS

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

"Amendment" means a written agreement, signed by the Parties, which documents changes to the Contract.

"Contract" means the Signature Document, these Uniform Terms and Conditions, along with any attachments, and any Amendments, purchase orders, and Work Orders that may be issued by the System Agency.

"Deliverables" means the goods, services, Work, and Work Product to be provided to System Agency under the Contract.

"DSHS" means the Department of State Health Services.

"Effective Date" means the date on which the Contract takes effect.

"Federal Fiscal Year" means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

"GAAP" means Generally Accepted Accounting Principles.

"GASB" means the Governmental Accounting Standards Board.

"HHSC" means the Health and Human Services Commission.

"Health and Human Services" or "HHS" includes HHSC and DSHS.

"HUB" means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

"Intellectual Property Rights" means the worldwide proprietary rights or interests, including patent, copyright, trade secret, and trademark rights, as such rights may be evidenced by or embodied in:

i. any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement;
ii. any work of authorship, including any compilation, computer code, website or web page design, literary work, pictorial work, or graphic work;
iii. any trademark, service mark, trade dress, trade name, branding, or other indicia of source or origin;
iv. domain name registrations; and
v. any other proprietary or similar rights. The Intellectual Property Rights of a Party include all worldwide proprietary rights or interests that the Party may have acquired by assignment, by exclusive license, or by license with the right to grant sublicenses.

"Local Government" means a Texas governmental unit defined under and authorized to enter this contract by Texas Government Code, Chapter 791.

"Parties" means the System Agency and Performing Agency, collectively.

"Party" means either the System Agency or Performing Agency, individually.

"Performing Agency" means the State Agency or Local Government providing the goods or services defined in this Contract.

"Receiving Agency" means HHSC or DSHS, as applicable, Agency receiving the benefit of the goods or services provided under this Contract.

"Signature Document" means the document executed by both Parties that sets forth all the documents that constitute the Contract.

"Solicitation" means the document, if any, issued by the System Agency (including any published addenda, exhibits, and attachments) under which the goods or services provided under the Contract were initially requested, which is incorporated by reference for all purposes in its entirety.

"Solicitation Response" means Performing Agency's full and complete response (including any attachments and addenda) to the Solicitation, which is incorporated by reference for all purposes in its entirety.

"State Agency" means a Texas "Agency" as defined under Texas Government Code, Chapter 771.

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

"State of Texas *Textravel*" means the Texas Comptroller of Public Accounts' state travel laws, rules, and policies.

"System Agency" means HHSC or DSHS, as applicable.

"Third Party IP" means the Intellectual Property Rights of any third party that is not a party to this Contract, and that is not a subcontractor.

"Work" means all services to be performed, goods to be delivered, and any appurtenant actions performed, and items produced, conceived, or developed, including Deliverables.

"Work Order" means an individually negotiated document that is executed by both Parties and which authorizes a Project, if any, in an indefinite quantity Contract.

"Work Product" means any and all works, including work papers, notes, materials, approaches, designs, specifications, systems, innovations, improvements, inventions, software, programs, source code, documentation, training materials, audio or audiovisual recordings, methodologies, concepts, studies, reports, whether finished or unfinished, and whether or not included in the Deliverables, that are developed, produced, generated, or provided by Performing Agency in connection with Performing Agency's performance of its duties under the Contract or through use of any funding provided under this Contract.

1.2 INTERPRETIVE PROVISIONS

A. The meanings of defined terms include the singular and plural forms.

B. The words "hereof," "herein," "hereunder," and similar words refer to this Contract as a

whole and not to any particular provision, section, attachment, or schedule of this Contract unless otherwise specified.

C. The term "including" is not limiting and means "including without limitation" and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute, rule, or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, or supplementing the statute or regulation.
D. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
E. All attachments, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
F. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative.
G. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase "in its sole discretion."
H. Time is of the essence in this Contract.

ARTICLE II. PAYMENT PROVISIONS

2.1 PAYMENT

Payment shall be made in accordance with Government Code, Chapter 771, Government Code, Chapter 791, or Government Code, Chapter 2251.051, as applicable.

2.2 ANCILLARY AND TRAVEL EXPENSES

A. Except as otherwise provided in the Contract, no ancillary expenses incurred by the Performing Agency in connection with its provision of the services or Deliverables will be reimbursed by the System Agency. Ancillary expenses include, but are not limited to costs associated with transportation, delivery, and insurance for each Deliverable.
B. When the reimbursement of travel expenses is authorized by the Contract, all such expenses will be reimbursed in accordance with the rates set by the Texas Comptroller of Public Accounts' *Textravel* accessible at the Texas Comptroller of Public Accounts website.

2.3 NO QUANTITY GUARANTEES

The System Agency makes no guarantee of volume or usage of Work under this Contract. All Work requested may be on an irregular and as needed basis throughout the Contract term.

2.4 TAXES

Purchases made for State of Texas use are exempt from the State Sales Tax and Federal Excise Tax. Performing Agency represents and warrants that it shall pay all taxes or similar amounts resulting from the Contract, including, but not limited to, any federal, State, or local income, sales or excise taxes of Performing Agency or its employees. System Agency shall not be liable for any taxes resulting from the contract.

ARTICLE III. STATE AND FEDERAL FUNDING

3.1 EXCESS OBLIGATIONS PROHIBITED

The Contract is subject to termination or cancellation, without penalty to the System Agency, either in whole or in part, subject to the availability of state funds. System Agency is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If System Agency becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either System Agency's or Performing Agency's delivery or performance under the Contract impossible or unnecessary, the Contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, System Agency will not be liable to Performing Agency for any damages that are caused or associated with such termination, or cancellation, and System Agency will not be required to give prior notice.

3.2 NO DEBT AGAINST THE STATE

This Contract will not be construed as creating any debt by or on behalf of the State of Texas.

3.3 DEBT AND DELINQUENCIES

Performing Agency agrees that any payments due under the Contract shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.

3.4 REFUNDS AND OVERPAYMENTS

A . At its sole discretion, the System Agency may:

i. withhold all or part of any payments to Performing Agency to offset overpayments, unallowable or ineligible costs made to the Performing Agency, or if any required financial status report(s) is not submitted by the due date(s); or,

ii. require Performing Agency to promptly refund or credit - within thirty (30) calendar days of written notice - any funds erroneously paid by System Agency which are not expressly authorized under the Contract.

B. "Overpayments," as used in this Section, include payments:

i. made by the System Agency that exceed the maximum allowable rates;

ii. that are not allowed under applicable laws, rules, or regulations; or,

iii. that are otherwise inconsistent with this Contract, including any unapproved expenditures. Performing Agency understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Performing Agency further understands and agrees that reimbursement of such disallowed costs shall be paid by Performing Agency from funds which were not provided or otherwise made available to Performing Agency under this Contract.

ARTICLE IV. WARRANTY, AFFIRMATIONS, ASSURANCES, AND CERTIFICATIONS

4.1 WARRANTY

Performing Agency warrants that all Work under this Contract shall be completed in a manner consistent with standards under the terms of this Contract, in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the Contract; and all Deliverables shall be fit for ordinary use, of good quality, and with no material defects. If System Agency, in its sole discretion, determines Performing Agency has failed to complete Work timely or to perform satisfactorily under conditions required by this Contract, the System Agency may require Performing Agency, at its sole expense, to:

i. Repair or replace all defective or damaged Work;
ii. Refund any payment Performing Agency received from System Agency for all defective or damaged Work and, in conjunction therewith, require Performing Agency to accept the return of such Work; and,
iii. Take necessary action to ensure that Performing Agency's future performance and Work conform to the Contract requirements.

4.2 CONTRACT AFFIRMATIONS

Performing Agency certifies that, to the extent Contract Affirmations are incorporated into the Contract under the Signature Document, the Performing Agency has reviewed the Contract Affirmations and that Performing Agency is in compliance with all requirements.

4.3 FEDERAL ASSURANCES

Performing Agency certifies that, to the extent federal assurances are incorporated into the Contract under the Signature Document, the Performing Agency has reviewed the federal assurances and that Performing Agency is in compliance with all requirements.

4.4 FEDERAL CERTIFICATIONS

Performing Agency certifies that, to the extent federal certifications are incorporated into the Contract under the Signature Document, the Performing Agency has reviewed the federal certifications and that Performing Agency is in compliance with all requirements. In addition, Performing Agency certifies that it is and shall remain in compliance with all applicable federal laws, rules, and regulations, as they may pertain to this Contract.

ARTICLE V. INTELLECTUAL PROPERTY

5.1 OWNERSHIP OF WORK PRODUCT

A. All right, title, and interest in the Work Product, including all Intellectual Property Rights therein, is exclusively owned by System Agency. Performing Agency and Performing Agency's employees will have no rights in or ownership of the Work Product or any other property of System Agency.
B. Any and all Work Product that is copyrightable under United States copyright law is deemed to be "work made for hire" owned by System Agency, as provided by Title 17 of the United States Code. To the extent that Work Product does not qualify as a "work made for hire" under applicable federal law, Performing Agency hereby irrevocably assigns and

transfers to System Agency, its successors and assigns, the entire right, title, and interest in and to the Work Product, including any and all Intellectual Property Rights embodied therein or associated therewith, and in and to all works based upon, derived from, or incorporating the Work Product, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing.

C. Performing Agency agrees to execute all papers and to perform such other acts as System Agency may deem necessary to secure for System Agency or its designee the rights herein assigned.

D. In the event that Performing Agency has any rights in and to the Work Product that cannot be assigned to System Agency, Performing Agency hereby grants to System Agency an exclusive, worldwide, royalty-free, transferable, irrevocable, and perpetual license, with the right to sublicense, to reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, make, have made, use, sell and offer for sale the Work Product and any products developed by practicing such rights.

E. The foregoing does not apply to Incorporated Pre-existing Works or Third Party IP that are incorporated in the Work Product by Performing Agency. Performing Agency shall provide System Agency access during normal business hours to all Vendor materials, premises, and computer files containing the Work Product.

5.2 PERFORMING AGENCY'S PRE-EXISTING WORKS

A. To the extent that Performing Agency incorporates into the Work Product any works of Performing Agency that were created by Performing Agency or that Performing Agency acquired rights in prior to the Effective Date of this Contract (**"Incorporated Pre-existing Works"**), Performing Agency retains ownership of such Incorporated Pre-existing Works.

B. Performing Agency hereby grants to System Agency an irrevocable, perpetual, non-exclusive, royalty-free, transferable, worldwide right and license, with the right to sublicense, to use, reproduce, modify, copy, create derivative works of, publish, publicly perform and display, sell, offer to sell, make and have made, the Incorporated Pre-existing Works, in any medium, with or without the associated Work Product.

C. Performing Agency represents, warrants, and covenants to System Agency that Performing Agency has all necessary right and authority to grant the foregoing license in the Incorporated Pre-existing Works to System Agency.

5.3 THIRD PARTY IP

A. To the extent that any Third Party IP is included or incorporated in the Work Product by Performing Agency, Performing Agency hereby grants to System Agency, or shall obtain from the applicable third party for System Agency's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for System Agency's internal business purposes only,

   i. to use, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Third Party IP and any derivative works thereof embodied in or delivered to System Agency in conjunction with the Work Product, and

   ii. to authorize others to do any or all of the foregoing.

B. Performing Agency shall obtain System Agency's advance written approval prior to incorporating any Third Party IP into the Work Product, and Performing Agency shall

notify System Agency on delivery of the Work Product if such materials include any Third Party IP.

C. Performing Agency shall provide System Agency all supporting documentation demonstrating Performing Agency's compliance with this **Section 5.3**, including without limitation documentation indicating a third party's written approval for Performing Agency to use any Third Party IP that may be incorporated in the Work Product.

5.4 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS

Performing Agency shall have written, binding agreements with its employees and subcontractors that include provisions sufficient to give effect to and enable Performing Agency's compliance with Performing Agency's obligations under this **Article V**.

5.5 DELIVERY UPON TERMINATION OR EXPIRATION

No later than the first calendar day after the termination or expiration of the Contract or upon System Agency's request, Performing Agency shall deliver to System Agency all completed, or partially completed, Work Product, including any Incorporated Pre-existing Works, and any and all versions thereof. Performing Agency's failure to timely deliver such Work Product is a material breach of the Contract. Performing Agency will not retain any copies of the Work Product or any documentation or other products or results of Performing Agency's activities under the Contract without the prior written consent of System Agency.

5.6 SURVIVAL

The provisions and obligations of this **Article V** survive any termination or expiration of the Contract.

5.7 SYSTEM AGENCY DATA

A. As between the Parties, all data and information acquired, accessed, or made available to Performing Agency by, through, or on behalf of System Agency or System Agency contractors, including all electronic data generated, processed, transmitted, or stored by Performing Agency in the course of providing data processing services in connection with Performing Agency's performance hereunder (the "**System Agency Data**"), is owned solely by System Agency.

B. Performing Agency has no right or license to use, analyze, aggregate, transmit, create derivatives of, copy, disclose, or process the System Agency Data except as required for Performing Agency to fulfill its obligations under the Contract or as authorized in advance in writing by System Agency.

C. For the avoidance of doubt, Performing Agency is expressly prohibited from using, and from permitting any third party to use, System Agency Data for marketing, research, or other non-governmental or commercial purposes, without the prior written consent of System Agency.

D. Performing Agency shall make System Agency Data available to System Agency, including to System Agency's designated vendors, as directed in writing by System Agency. The foregoing shall be at no cost to System Agency.

E. Furthermore, the proprietary nature of Performing Agency's systems that process, store, collect, and/or transmit the System Agency Data shall not excuse Performing Agency's performance of its obligations hereunder.

ARTICLE VI. PROPERTY

6.1 USE OF STATE PROPERTY

A. Performing Agency is prohibited from using State Property for any purpose other than performing services authorized under the Contract.
B. State Property includes, but is not limited to, System Agency's office space, identification badges, System Agency information technology equipment and networks (*e.g.,* laptops, portable printers, cell phones, iPads or tablets, external hard drives, data storage devices, any System Agency-issued software, and the System Agency Virtual Private Network (VPN client)), and any other resources of System Agency.
C. Performing Agency shall not remove State Property from the continental United States. In addition, Performing Agency may not use any computing device to access System Agency's network or e-mail while outside of the continental United States.
D. Performing Agency shall not perform any maintenance services on State Property unless the Contract expressly authorizes such services.
E. During the time that State Property is in the possession of Performing Agency, Performing Agency shall be responsible for:
    i. all repair and replacement charges incurred by State Agency that are associated with loss of State Property or damage beyond normal wear and tear, and
    ii. all charges attributable to Performing Agency's use of State Property that exceeds the Contract scope. Performing Agency shall fully reimburse such charges to System Agency within ten (10) calendar days of Performing Agency's receipt of System Agency's notice of amount due. Use of State Property for a purpose not authorized by the Contract shall constitute breach of contract and may result in termination of the Contract and the pursuit of other remedies available to System Agency under contract, at law, or in equity.

6.2 DAMAGE TO GOVERNMENT PROPERTY

A. In the event of loss, destruction, or damage to any System Agency or State of Texas owned, leased, or occupied property or equipment by Performing Agency or Performing Agency's employees, agents, Subcontractors, and suppliers, Performing Agency shall be liable to System Agency and the State of Texas for the full cost of repair, reconstruction, or replacement of the lost, destroyed, or damaged property.
B. Performing Agency shall notify System Agency of the loss, destruction, or damage of equipment or property within one (1) business day. Performing Agency shall reimburse System Agency and the State of Texas for such property damage within 10 calendar days after Performing Agency's receipt of System Agency's notice of amount due.

6.3 PROPERTY RIGHTS UPON TERMINATION OR EXPIRATION OF CONTRACT

In the event the Contract is terminated for any reason, or upon its expiration State Property remains the property of the System Agency and must be returned to the System Agency by the end date of the Contract or upon System Agency's request.

ARTICLE VII. RECORD RETENTION, AUDIT, AND CONFIDENTIALITY

7.1 RECORD MAINTENANCE AND RETENTION

A. Performing Agency shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes.

B. Performing Agency shall maintain and retain legible copies of this Contract and all records relating to the performance of the Contract including supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with applicable State of Texas requirements. These records shall be maintained and retained by Performing Agency for a minimum of seven (7) years after the Contract expiration date or seven (7) years after the completion of all audit, claim, litigation, or dispute matters involving the Contract are resolved, whichever is later.

7.2 AGENCY'S RIGHT TO AUDIT

A. Performing Agency shall make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, supporting documents kept current by Performing Agency pertaining to the Contract for purposes of inspecting, monitoring, auditing, or evaluating by System Agency and the State of Texas.

B. In addition to any right of access arising by operation of law, Performing Agency and any of Performing Agency's affiliate or subsidiary organizations, or subcontractors shall permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that shall have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that shall have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority.

C. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Performing Agency shall produce original documents related to this Contract.

D. The System Agency and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings.

E. Performing Agency shall include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any subcontract it awards.

7.3 Response/Compliance with Audit or Inspection Findings

A. Performing Agency must act to ensure its and its subcontractors' compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the services and Deliverables provided. Any such correction will be at Performing Agency's or its Subcontractor's sole expense. Whether Performing Agency's action corrects the noncompliance shall be solely the decision of the System Agency.

B. As part of the services, Performing Agency must provide to System Agency upon request a copy of those portions of Performing Agency's and its subcontractors' internal audit reports relating to the services and Deliverables provided to the State under the Contract.

7.4 State Auditor's Right to Audit

A. 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.

B. The Performing Agency shall comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.

7.5 Confidentiality

Performing Agency shall maintain as confidential and shall not disclose to third parties without System Agency's prior written consent, any System Agency information including but not limited to System Agency Data, System Agency's business activities, practices, systems, conditions and services. This section will survive termination or expiration of this Contract. The obligations of Performing Agency under this section will survive termination or expiration of this Contract. This requirement must be included in all subcontracts awarded by Performing Agency.

ARTICLE VIII. Contract Remedies and Early Termination

8.1 Contract Remedies

To ensure Performing Agency's full performance of the Contract and compliance with applicable law, the System Agency reserves the right to hold Performing Agency accountable for breach of contract or substandard performance and may take remedial or corrective actions, including, but not limited to:

i. suspending all or part of the Contract;
ii. requiring the Performing Agency to take specific actions in order to remain in compliance with the Contract;
iii. recouping payments made by the System Agency to the Performing Agency found to be in error;

iv. suspending, limiting, or placing conditions on the Performing Agency's continued performance of Work; or
v. imposing any other remedies, sanctions, or penalties authorized under this Contract or permitted by federal or state law.

8.2 Termination for Convenience

The System Agency may terminate the Contract, in whole or in part, at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in the System Agency's notice of termination.

8.3 Termination for Cause

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

i. Material Breach

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, in its sole discretion, that Performing Agency has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Performing Agency's duties under the Contract. Performing Agency's misrepresentation in any aspect of Performing Agency's Solicitation Response, if any, or Performing Agency's addition to the System for Award Management (SAM) exclusion list will also constitute a material breach of the Contract.

ii. Failure to Maintain Financial Viability

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Performing Agency no longer maintains the financial viability required to complete the Work, or otherwise fully perform its responsibilities under the Contract.

8.4 Performing Agency Responsibility for System Agency's Termination Costs

If the System Agency terminates the Contract for cause, the Performing Agency shall be responsible to the System Agency for all costs incurred by the System Agency and the State of Texas to replace the Performing Agency. These costs include, but are not limited to, the costs of procuring a substitute vendor and the cost of any claim or litigation attributable to Performing Agency's failure to perform any Work in accordance with the terms of the Contract.

ARTICLE IX. General Provisions

9.1 Amendment

The Contract may only be amended by an Amendment executed by both Parties.

9.2 Insurance

A. Unless otherwise specified in this Contract, Performing Agency shall acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper

fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Performing Agency shall provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Performing Agency shall secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Performing Agency must produce renewal certificates for each type of coverage.

B. These and all other insurance requirements under the Contract apply to both Performing Agency and its subcontractors, if any. Performing Agency is responsible for ensuring its subcontractors' compliance with all requirements.

9.3 LIMITATION ON AUTHORITY

A. The authority granted to Performing Agency by the System Agency is limited to the terms of the Contract.

B. Performing Agency shall not have any authority to act for or on behalf of the System Agency or the State of Texas except as expressly provided for in the Contract; no other authority, power, or use is granted or implied. Performing Agency may not incur any debt, obligation, expense, or liability of any kind on behalf of System Agency or the State of Texas.

C. Performing Agency may not rely upon implied authority and is not granted authority under the Contract to:

i. Make public policy on behalf of the System Agency;

ii. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of a System Agency program; or

iii. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the System Agency regarding System Agency programs or the Contract. However, upon System Agency request and with reasonable notice from System Agency to the Performing Agency, the Performing Agency shall assist the System Agency in communications and negotiations regarding the Work under the Contract with state and federal governments.

9.4 LEGAL OBLIGATIONS

Performing Agency shall comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Performing Agency shall be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them.

9.5 CHANGE IN LAWS AND COMPLIANCE WITH LAWS

Performing Agency shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the Contract to the State of Texas, as these laws, regulations, requirements and guidelines currently exist and as amended

throughout the term of the Contract. System Agency reserves the right, in its sole discretion, to unilaterally amend the Contract to incorporate any modifications necessary for System Agency's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines.

9.6 E-VERIFY PROGRAM

Performing Agency certifies that for contracts for services, Performing Agency shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of the Contract to determine the eligibility of:

i. all persons employed by Performing Agency to perform duties within Texas; and
ii. all persons, including subcontractors, assigned by the Performing Agency to perform Work pursuant to the Contract within the United States of America.

9.7 PERMITTING AND LICENSURE

At Performing Agency's sole expense, Performing Agency 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 Performing Agency to provide the goods or services required by this Contract. Performing Agency shall be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Performing Agency shall be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

9.8 SUBCONTRACTORS

Performing Agency may not subcontract any or all of the Work and/or obligations under the Contract without prior written approval of the System Agency. Subcontracts, if any, entered into by the Performing Agency shall be in writing and be subject to the requirements of the Contract. Should Performing Agency subcontract any of the services required in the Contract, Performing Agency expressly understands and acknowledges that in entering into such subcontract(s), System Agency is in no manner liable to any subcontractor(s) of Performing Agency. In no event shall this provision relieve Performing Agency of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the Contract.

9.9 INDEPENDENT PERFORMING AGENCY

Performing Agency and Performing Agency's employees, representatives, agents, subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the Contract. Neither Performing Agency nor System Agency is an agent of the other and neither may make any commitments on the other party's behalf. Performing Agency shall have no claim against System Agency for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Contract shall not create any joint venture, partnership, agency, or employment relationship between Performing Agency and System Agency.

9.10 GOVERNING LAW AND VENUE

This 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 the System Agency.

9.11 SEVERABILITY

If any provision of the Contract is held to be illegal, invalid or unenforceable by a court of law or equity, such construction will not affect the legality, validity or enforceability of any other provision or provisions of this Contract. It is the intent and agreement of the Parties this Contract shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal and enforceable and that achieves the same objective. All other provisions of this Contract will continue in full force and effect.

9.12 SURVIVABILITY

Expiration or termination of the Contract for any reason does not release Performing Agency from any liability or obligation set forth in the Contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the Contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.

9.13 FORCE MAJEURE

Neither Party shall be liable to the other for any delay in, or failure of performance of, any requirement included in the Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

9.14 DISPUTE RESOLUTION

A. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the Contract. If the Performing Agency's claim for breach of contract cannot be resolved informally with the System Agency, the claim shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, the Performing Agency shall submit written notice, as required by Chapter 2260, to the individual identified in the Contract for receipt of notices. Any informal resolution efforts shall in no way modify the requirements or toll the timing of the formal written notice of a claim for breach of contract required under §2260.051 of the Texas Government Code. Compliance by the Performing Agency with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260.

B. The contested case process provided in Chapter 2260 is the Performing Agency's sole and exclusive process for seeking a remedy for an alleged breach of contract by the System Agency if the Parties are unable to resolve their disputes as described above.
C. Notwithstanding any other provision of the Contract to the contrary, unless otherwise requested or approved in writing by the System Agency, the Performing Agency shall continue performance and shall not be excused from performance during the period of any breach of contract claim or while the dispute is pending. However, the Performing Agency may suspend performance during the pendency of such claim or dispute if the Performing Agency has complied with all provisions of Section 2251.051, Texas Government Code, and such suspension of performance is expressly applicable and authorized under that law.

9.15 No Implied Waiver of Provisions

The failure of the System Agency to object to or to take affirmative action with respect to any conduct of the Performing Agency which is in violation or breach of the terms of the Contract shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

9.16 Media Releases

A. Performing Agency shall not use System Agency's name, logo, or other likeness in any press release, marketing material, or other announcement without System Agency's prior written approval. System Agency does not endorse any vendor, commodity, or service. Performing Agency is not authorized to make or participate in any media releases or public announcements pertaining to this Contract or the services to which they relate without System Agency's prior written consent, and then only in accordance with explicit written instruction from System Agency.
B. Performing Agency may publish, at its sole expense, results of Performing Agency performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

9.17 No Marketing Activities

Performing Agency is prohibited from using the Work for any Performing Agency or third-party marketing, advertising, or promotional activities, without the prior written consent of System Agency. The foregoing prohibition includes, without limitation, the placement of banners, pop-up ads, or other advertisements promoting Performing Agency's or a third party's products, services, workshops, trainings, or other commercial offerings on any website portal or internet-based service or software application hosted or managed by Performing Agency as part of the Work.

9.18 Prohibition on Non-compete Restrictions

Performing Agency shall not require any employees or subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

9.19 SOVEREIGN IMMUNITY

Nothing in the Contract shall be construed as a waiver of the System Agency's or the State's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas under the 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. System Agency does not waive any privileges, rights, defenses, or immunities available to System Agency by entering into the Contract or by its conduct prior to or subsequent to entering into the Contract.

9.20 ENTIRE CONTRACT AND MODIFICATION

This Contract constitutes the entire agreement of the Parties and is 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 any future document incorporated into the Contract will be harmonized with this Contract to the extent possible.

9.21 COUNTERPARTS

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

9.22 CIVIL RIGHTS

A. Performing Agency shall comply with all applicable state and federal anti-discrimination laws, including:
   i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d, *et seq.*);
   ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
   iii. Americans with Disabilities Act of 1990 (42 U.S.C. §12101, *et seq.*);
   iv. Age Discrimination Act of 1975 (42 U.S.C. §6101, *et seq.*);
   v. Title IX of the Education Amendments of 1972 (20 U.S.C. §1681, *et seq.*);
   vi. Food and Nutrition Act of 2008 (7 U.S.C. §2011, *et seq.*); and
   vii. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

B. Performing Agency shall comply with all amendments to these laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any service or other benefit provided by Federal or State funding, or otherwise be subjected to discrimination.

C. Performing Agency shall comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a Performing Agency from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. Civil rights laws require Performing Agency to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Performing Agency shall take

reasonable steps to provide services and information, both orally and in writing and electronically, in appropriate languages other than English, to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

D. Performing Agency shall post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: http://hhscx.hhsc.texas.gov/system-support-services/civil-rights/publications

E. Performing Agency shall comply with Section 504 of the Rehabilitation Act of 1973 and its implementing regulations at 28 CFR Subpart G § 42.503, and Americans with Disabilities Act of 1990 and its implementing regulations at 28 CFR Subpart B §35.130 which includes requiring Performing Agency to make reasonable modifications in policies, practices, or procedures when the modifications are necessary to avoid discrimination on the basis of disability, unless the Performing Agency can demonstrate that making the modifications would fundamentally alter the nature of the service, program, or activity.

F. Performing Agency shall comply with federal regulations regarding equal treatment for faith-based organizations under 45 C.F.R. Part 87 or 7 C.F.R. Part 16, as applicable. Performing Agency shall not discriminate against clients or prospective clients on the basis of religion or religious belief, and shall provide written notice to beneficiaries of their rights.

G. Upon request, Performing Agency shall provide the HHSC Civil Rights Office with copies of the Performing Agency's civil rights policies and procedures.

H. Performing Agency must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Contract. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. This notice must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
Fax: (512) 438-5885.

9.23 ENTERPRISE INFORMATION MANAGEMENT STANDARDS

Performing Agency shall conform to HHS standards for data management as described by the policies of the HHS Chief Data and Analytics Officer. These include, but are not limited to, standards for documentation and communication of data models, metadata, and other data definition methods that are required by HHS for ongoing data governance, strategic portfolio analysis, interoperability planning, and valuation of HHS System data assets.

9.24 DISCLOSURE OF LITIGATION

A. The Performing Agency must disclose in writing to the contract manager assigned to this Contract any material civil or criminal litigation or indictment either threatened or pending involving the Performing Agency. "Threatened litigation" as used herein shall include governmental investigations and civil investigative demands. "Litigation" as used herein shall include administrative enforcement actions brought by governmental agencies. The Performing Agency must also disclose any material litigation threatened or pending

involving subcontractors, consultants, and/or lobbyists. For purposes of this section, "material" refers, but is not limited, to any action or pending action that a reasonable person knowledgeable in the applicable industry would consider relevant to the Work under the Contract or any development such a person would want to be aware of in order to stay fully apprised of the total mix of information relevant to the Work, together with any litigation threatened or pending that may result in a substantial change in the Performing Agency's financial condition.

B. This is a continuing disclosure requirement; any litigation commencing after Contract Award must be disclosed in a written statement to the assigned contract manager within seven calendar days of its occurrence.

9.25 No Third-Party Beneficiaries

The Contract is made solely and specifically among and for the benefit of the Parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the Contract as a third-party beneficiary or otherwise.

9.26 Binding Effect

The Contract shall inure to the benefit of, be binding upon, and be enforceable against, each Party and their respective permitted successors, assigns, transferees, and delegates.

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ATTACHMENT C

HEALTH AND HUMAN SERVICES
CONTRACT AFFIRMATIONS

The term "System Agency" used in these affirmations means HHS or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under Texas law and the officers, employees, authorized representatives, and designees of those agencies. These agencies include: HHSC and the Department of State Health Services.

By entering into this Contract, Contractor affirms, without exception, understands, and agrees to comply with the following items through the life of the Contract:

1. Contractor represents and warrants that these Contract Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract and any related Solicitation.

2. **Complete and Accurate Information**

   Contractor represents and warrants that all statements and information provided to System Agency are current, complete, and accurate. This includes all statements and information in this Contract and any related Solicitation Response.

3. **Public Information Act**

   Contractor understands that System Agency will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Contract or any related Solicitation may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

4. **Contracting Information Requirements**

   Contractor represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

5. Assignment

A. Contractor shall not assign its rights under the contract or delegate the performance of its duties under the contract without prior written approval from HHSC. Any attempted assignment in violation of this provision is void and without effect.

B. Contractor understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support. Upon receipt of System Agency's notice of assignment, pledge, or transfer, Contractor shall cooperate with System Agency in giving effect to such assignment, pledge, or transfer, at no cost to System Agency or to the recipient entity

6. Terms and Conditions Attached to Response

Contractor accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation, if any, under which this Contract was awarded. Contractor agrees that all exceptions to the Solicitation, as well as terms and conditions advanced by Contractor that differ in any manner from System Agency's terms and conditions, if any, are rejected unless expressly accepted by System Agency in writing.

7. System Agency Right to Use

Contractor agrees that System Agency has the right to use, produce, and distribute copies of and to disclose to System Agency employees, agents, and contractors and other governmental entities all or part of this Contract or any related Solicitation Response as System Agency deems necessary to complete the procurement process or comply with state or federal laws.

8. Release from Liability

Contractor generally releases from liability and waives all claims against any party providing information about the Contractor at the request of System Agency.

9. Dealings with Public Servants

Contractor has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract or any related Solicitation, or related Solicitation Response.

10. Financial Participation Prohibited

Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

11. Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

12. Child Support Obligation

Under Section 231.006(d) of the Texas Family Code regarding child support, Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate.

13. Suspension and Debarment

Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's subcontracts, if any, if payment in whole or in part is from federal funds.

14. Excluded Parties

Contractor 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.'

15. Foreign Terrorists Organizations

Contractor 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.

16. Executive Head of a State Agency

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Contractor certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of this Contract was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.

17. Human Trafficking Prohibition

Under Section 2155.0061 of the Texas Government Code, Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive this contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

18. Franchise Tax Status

Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

19. Debts and Delinquencies

Contractor agrees that any payments due under this Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

20. Lobbying Prohibition

Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract or any related Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

21. Buy Texas

Contractor agrees to 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.

22. Disaster Recovery Plan

Contractor agrees that upon request of System Agency, Contractor shall provide copies of its most recent business continuity and disaster recovery plans.

23. Technology Access

A. Contractor expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, Contractor represents and warrants to System Agency that the technology provided to System Agency for purchase (if applicable under this Contract or any related Solicitation) is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of:
   i. providing equivalent access for effective use by both visual and non-visual means;
   ii. presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and
   iii. being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

B. For purposes of this Section, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as

assistive devices or services which would constitute reasonable accommodations under the Americans With Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.

C. In accordance with Section 2157.005 of the Texas Government Code, the Technology Access Clause contract provision remains in effect for any contract entered into before September 1, 2006.

24. Computer Equipment Recycling Program

If this Contract is for the purchase or lease of computer equipment, then Contractor 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 30 TAC Chapter 328.

25. Television Equipment Recycling

If this Contract is for the purchase or lease of covered television equipment, then Contractor certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.

26. Cybersecurity Training

A. Contractor represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.
B. Contractor represents and warrants that if Contractor or Subcontractors, officers, or employees of Contractor have access to any state computer system or database, the Contractor, Subcontractors, officers, and employees of Contractor shall complete cybersecurity training pursuant to and in accordance with Government Code, Section 2054.5192.

27. Restricted Employment for Certain State Personnel

Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.

28. Disclosure of Prior State Employment

If this Contract is for consulting services under Chapter 2254 of the Texas Government Code, in accordance with Section 2254.033 of the Texas Government Code, Contractor certifies that it does not employ an individual who was employed by System Agency or another agency at any time during the two years preceding the submission of any related

Solicitation Response related to this Contract or, in the alternative, Contractor has disclosed in any related Solicitation Response the following:

i. the nature of the previous employment with System Agency or the other agency;
ii. the date the employment was terminated; and
iii. the annual rate of compensation at the time of the employment was terminated.

29. No Conflicts of Interest

A. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to System Agency under this Contract or any related Solicitation and that Contractor's provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

B. Contractor agrees that, if after execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to HHSC. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by HHSC as a potential conflict. HHSC reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by HHSC's decision.

30. Fraud, Waste, and Abuse

Contractor understands that System Agency does not tolerate any type of fraud. The agency's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. All employees or contractors who suspect fraud, waste or abuse (including employee misconduct that would constitute fraud, waste, or abuse) are required to immediately report the questionable activity to both the Health and Human Services Commission's Office of the Inspector General at 1-800-436-6184 and the State Auditor's Office. Contractor agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud including, but not limited to, HHS Circular C-027.

31. Antitrust

The undersigned affirms under penalty of perjury of the laws of the State of Texas that:

A. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

B. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any federal antitrust law; and

C. neither I nor any representative of the Contractor has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.

32. Legal and Regulatory Actions

Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included in numbered paragraph 1 of these Contract Affirmations within the five (5) calendar years immediately preceding execution of this Contract or the submission of any related Solicitation Response that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to System Agency a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. In addition, Contractor acknowledges this is a continuing disclosure requirement. Contractor represents and warrants that Contractor shall notify System Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update System Agency shall constitute breach of contract and may result in immediate contract termination.

33. No Felony Criminal Convictions

Contractor represents that neither Contractor nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Contractor has fully advised System Agency in writing of the facts and circumstances surrounding the convictions.

34. Unfair Business Practices

Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

35. Entities that Boycott Israel

Pursuant to Section 2271.002 of the Texas Government Code, Contractor certifies that either:

i. it meets an exemption criteria under Section 2271.002; or
ii. it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this Solicitation. If Contractor refuses to make that certification,

Contractor shall state here any facts that make it exempt from the boycott certification:

_____

_____

_____.

36. E-Verify Program

Contractor certifies that for contracts for services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of this Contract to determine the eligibility of:

i. all persons employed by Contractor to perform duties within Texas; and
ii. all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract within the United States of America.

37. Professional or Consulting Contract

If this Contract is an employment contract, a professional services contract under Chapter 2254 of the Texas Government Code, or a consulting services contract under Chapter 2254 of the Texas Government Code, Contractor represents and warrants that neither Contractor nor any of Contractor's employees including, but not limited to, those authorized to provide services under the contract, were former employees of an HHS Agency during the twelve (12) month period immediately prior to the date of the execution of the contract.

38. Former Agency Employees

Contractor represents and warrants, during the twelve (12) month period immediately prior to the date of the execution of this Contract, none of its employees including, but not limited to those who will provide services under the Contract, was an employee of an HHS Agency. Pursuant to Section 2252.901, Texas Government Code (relating to prohibitions regarding contracts with and involving former and retired state agency employees), Contractor will not allow any former employee of the System Agency to perform services under this Contract during the twelve (12) month period immediately following the employee's last date of employment at the System Agency.

39. Disclosure of Prior State Employment

If this Contract is for consulting services,

A. In accordance with Section 2254.033 of the Texas Government Code, a Contractor providing consulting services who has been employed by, or employs an individual who has been employed by, HHSC or another State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services must disclose the following information in its offer to provide services. Contractor hereby certifies that this information was provided and remains true, correct, and complete:
   i. Name of individual(s) (Respondent or employee(s));
   ii. Status;
   iii. The nature of the previous employment with HHSC or the other State of Texas agency;

iv. The date the employment was terminated and the reason for the termination; and
v. The annual rate of compensation for the employment at the time of its termination.

B. If no information was provided in response to Section A above, Contractor certifies that neither Contractor nor any individual employed by Contractor was employed by HHSC or any other State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services.

40. Abortion Funding Limitation

Contractor understands, acknowledges, and agrees that, pursuant to Article IX, Section 6.25 of the General Appropriations Act (the Act), to the extent allowed by federal and state law, money appropriated by the Texas Legislature may not be distributed to any individual or entity that, during the period for which funds are appropriated under the Act:

i. performs an abortion procedure that is not reimbursable under the state's Medicaid program;
ii. is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program; or
iii. is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program. The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(2), Health and Safety Code. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article IX, Section 6.25.

41. Funding Eligibility

Contractor understands, acknowledges, and agrees that, pursuant to Chapter 2272 of the Texas Government Code, except as exempted under that Chapter, HHSC cannot contract with an abortion provider or an affiliate of an abortion provider. Contractor certifies that it is not ineligible to contract with HHSC under the terms of Chapter 2272 of the Texas Government Code. If Contractor refuses to make that certification, Contractor shall state here any facts that make it exempt from the certification:

_____

_____

_____.

42. False Representation

Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

43. False Statements

Contractor represents and warrants that all statements and information prepared and submitted by Contractor in this Contract and any related Solicitation Response are current, complete, true, and accurate. Contractor acknowledges any false statement or material

misrepresentation made by Contractor during the performance of this Contract or any related Solicitation is a material breach of contract and may void this Contract. Further, Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

44. Permits and License

Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.

45. Drug-Free Workplace

Contractor represents and warrants that it shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (41 U.S.C. §701 et seq.) and maintain a drug-free work environment.

46. Equal Employment Opportunity

Contractor represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

47. Federal Occupational Safety and Health Law

Contractor represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

48. Signature Authority

Contractor represents and warrants that the individual signing this Contract Affirmations document is authorized to sign on behalf of Contractor and to bind the Contractor.

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HHS Contract No: HHSREV100002457

Authorized representative on behalf of Contractor must complete and sign the following:

The County of Calhoun Texas
Legal Name of Contractor

Assumed Business Name of Contractor, if applicable (D.B.A. or 'doing business as')

Texas County(s) for Assumed Business Name (D.B.A. or 'doing business as')
Attach Assumed Name Certificate(s) for each County

Anna M Goodman
Signature of Authorized Representative

08/17/2022
Date Signed

Anna M Goodman
Printed Name of Authorized Representative
First, Middle Name or Initial, and Last Name

County Clerk
Title of Authorized Representative

211 South Ann Street #102
Physical Street Address

Port Lavaca, TX 77979
City, State, Zip Code

Mailing Address, if different

City, State, Zip Code

361-553-4411
Phone Number

361-553-4420
Fax Number

anna.goodman@calhouncotx.org
Email Address

DUNS Number

74-6001923
Federal Employer Identification Number

Texas Payee ID No. – 11 digits

Texas Franchise Tax Number

Texas Secretary of State Filing Number

ATTACHMENT D

HHS DATA USE AGREEMENT

This Data Use Agreement ("DUA"), effective as of the date the Base Contract into which it is incorporated is signed ("Effective Date"), is entered into by and between a Texas Health and Human Services Enterprise agency ("HHS"), and the Contractor identified in the Base Contract, a political subdivision of the State of Texas ("CONTRACTOR.

ARTICLE 1.
PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with CONTRACTOR, and describe CONTRACTOR's rights and obligations with respect to the Confidential Information. ***45 CFR 164.504(e)(1)-(3)***. This DUA also describes HHS's remedies in the event of CONTRACTOR's noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

ARTICLE 2.
DEFINITIONS

For the purposes of this DUA, capitalized, underlined terms have the meanings set forth in the following: Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq.*) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

"Authorized Purpose" means the specific purpose or purposes described in the Statement of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

"Authorized User" means a Person:

(1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;

(2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and

(3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

"Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR, or that CONTRACTOR may, for an Authorized Purpose, create, receive, maintain, use, disclose or have access to, that consists of or includes any or all of the following:

(1) Client Information;

(2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information (herein "PHI");

(3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;

(4) Federal Tax Information;

(5) Individually Identifiable Health Information as related to HIPAA, Texas HIPAA and Personal Identifying Information under the Texas Identity Theft Enforcement and Protection Act;

(6) Social Security Administration Data, including, without limitation, Medicaid information;

(7) All privileged work product;

(8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

"Legally Authorized Representative" of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; and Estates Code Ch. 752.

ARTICLE 3.
CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

3.01 Obligations of CONTRACTOR

CONTRACTOR agrees that:

(A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in

a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. ***45 CFR 164.502(b)(1); 45 CFR 164.514(d)***

(B) Except as Required by Law, CONTRACTOR will not disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors (as defined in ***45 C.F.R. 160.103***) of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out CONTRACTOR's obligations in connection with the Authorized Purpose.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. ***45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101***

All of CONTRACTOR's Authorized Users, Workforce and Subcontractors with access to a state computer system or database will complete a cybersecurity training program certified under Texas Government Code Section 2054.519 by the Texas Department of Information Resources or offered under Texas Government Code Sec. 2054.519(f).

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request.***45 C.F.R. 164.308(a)(1)(ii)(C); 164.530(e); 164.410(b); 164.530(b)(1)***

(D) CONTRACTOR will not, except as otherwise permitted by this DUA, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying either HHS or CONTRACTOR's own legal counsel to determine whether CONTRACTOR should object to the disclosure or access and seek appropriate relief. CONTRACTOR will maintain an accounting of all such requests for disclosure and responses and provide such accounting to HHS within 48 hours of HHS' request. ***45 CFR 164.504(e)(2)(ii)(A)***

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. ***45 CFR 164.502(d)(2)(i) and (ii)*** CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. ***45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002***

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information to carry out CONTRACTOR's obligations in connection with the Authorized Purpose on behalf of CONTRACTOR, unless Subcontractor agrees to comply

with all applicable laws, rules and regulations. ***45 CFR 164.502(e)(1)(ii); 164.504(e)(1)(i) and (2).***

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. ***45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.***

(H) If CONTRACTOR maintains PHI in a Designated Record Set which is Confidential Information and subject to this Agreement, CONTRACTOR will make PHI available to HHS in a Designated Record Set upon request. CONTRACTOR will provide PHI to an Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will release PHI in accordance with the HIPAA Privacy Regulations upon receipt of a valid written authorization. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. CONTRACTOR will maintain an accounting of all such disclosures and provide it to HHS within 48 hours of HHS' request. ***45 CFR 164.524and 164.504(e)(2)(ii)(E).***

(I) If PHI is subject to this Agreement, CONTRACTOR will make PHI as required by HIPAA available to HHS for review subsequent to CONTRACTOR's incorporation of any amendments requested pursuant to HIPAA. ***45 CFR 164.504(e)(2)(ii)(E) and (F).***

(J) If PHI is subject to this Agreement, CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. ***45 CFR 164.504(e)(2)(ii)(G) and 164.528.***

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI from an individual with a right of access to information subject to this DUA, it will respond to such request in compliance with the HIPAA Privacy Regulations. CONTRACTOR will maintain an accounting of all responses to requests for access to or amendment of PHI and provide it to HHS within 48 hours of HHS' request. ***45 CFR 164.504(e)(2).***

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. ***45 CFR 164.308; 164.530(c); 1 TAC 202.***

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use PHI for the proper management and administration of CONTRACTOR or to carry out CONTRACTOR's

legal responsibilities. Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may disclose PHI for the proper management and administration of CONTRACTOR, or to carry out CONTRACTOR's legal responsibilities, if: ***45 CFR 164.504(e)(4)(A).***

(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D); or

(2) CONTRACTOR obtains reasonable assurances from the person or entity to which the information is disclosed that the person or entity will:

(a)Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c)Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. ***45 CFR 164.504(e)(4)(ii)(B).***

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if required by law and requested by HHS, use commercially reasonable efforts to use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. ***45 CFR 164.504(e)(2)(i)(B)***

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, send to HHS or Destroy, at HHS's election and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or sent to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, HHS acknowledges and agrees that CONTRACTOR is not obligated to send to HHSC and/or Destroy any Confidential Information if federal law, state law, the Texas State Library and Archives Commission records retention schedule, and/or a litigation hold notice prohibit such delivery or Destruction. If such delivery or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such delivery or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return delivery or Destruction of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. ***45 CFR 164.504(e)(2)(ii)(J)***

(P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses. ***45 CFR 164.306; 164.530(c)***

(Q) If CONTRACTOR accesses, transmits, stores, and/or maintains Confidential Information, CONTRACTOR will complete and return to HHS at infosecurity@hhsc.state.tx.us the HHS information security and privacy initial inquiry (SPI) at Attachment 1 . The SPI identifies basic privacy and security controls with which CONTRACTOR must comply to protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. ***45 CFR 164.306.***

(R) CONTRACTOR will establish, implement and maintain reasonable procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. ***45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards).***

(S) CONTRACTOR will designate and identify, a Person or Persons, as Privacy Official ***45 CFR 164.530(a)(1)*** and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. CONTRACTOR will provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. If such persons fail to develop and implement the requirements of the DUA, CONTRACTOR will replace them upon HHS request. ***45 CFR 164.308(a)(2).***

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. ***45 CFR 164.502; 164.514(d).***

(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the Statement of Work. ***45 CFR 164.308; 164.316; 164.514(d); 164.530(i)(1).***

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR for an Authorized Purpose for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. ***45 CFR 164.308; 164.514(d).***

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary of the U.S. Department of Health and Human Services, or other federal or state law. ***45 CFR 164.504(e)(2)(i)(I).***

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form, in accordance with applicable rules, regulations and laws. A secure transmission of electronic Confidential Information *in motion* includes, but is not limited to, Secure File Transfer Protocol (SFTP) or Encryption at an appropriate level. If required by rule, regulation or law, HHS Confidential Information *at rest* requires Encryption unless there is other adequate administrative, technical, and physical security. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. ***45 CFR 164.312; 164.530(d).***

(Z) For each type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses, has access to or transmits in the performance of the Statement of Work, CONTRACTOR will comply with the following laws rules and regulations, only to the extent applicable and required by law:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;

- The Privacy Act of 1974;
- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and

Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

(AA) Notwithstanding anything to the contrary herein, CONTRACTOR will treat any Personal Identifying Information it creates, receives, maintains, uses, transmits, destroys and/or discloses in accordance with Texas Business and Commerce Code, Chapter 521 and other applicable regulatory standards identified in Section 3.01(Z), and Individually Identifiable Health Information CONTRACTOR creates, receives, maintains, uses, transmits, destroys and/or discloses in accordance with HIPAA and other applicable regulatory standards identified in Section 3.01(Z).

ARTICLE 4.
BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

4.01 Breach or Event Notification to HHS. 45 CFR 164.400-414.

(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's reasonable satisfaction (the "incident response period"). ***45 CFR 164.404.***

(C) Breach Notice:

(1) Initial Notice.

(a) For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after Discovery, or in a timeframe otherwise approved by HHS in writing, initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA; and IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.

(b) Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. ***45 CFR 164.410.***

(c) Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

(2) Formal Notice. No later than two business days after the Initial Notice above, provide formal notification to privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available***: For (a) - (m) below: 45 CFR 164.400-414.***

(a) The date the Event or Breach occurred;

(b) The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

(c) A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

(d) A brief description of CONTRACTOR's investigation and the status of the investigation;

(e) A description of the types and amount of Confidential Information involved;

(f) Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the Individual and if applicable the, Legally Authorized Representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;

(g) CONTRACTOR's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

(h) CONTRACTOR's recommendation for HHS's approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

(i) The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

(j) The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

(k) Identify, describe or estimate the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

(l) A reasonable schedule for CONTRACTOR to provide regular updates during normal business hours to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

(m) Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

4.02 Investigation, Response and Mitigation. 45 CFR 164.308, 310 and 312; 164.530

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the reasonable satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

4.03 Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)

(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR shall give HHS an opportunity to review and provide feedback to CONTRACTOR and to confirm that CONTRACTOR's notice meets all regulatory requirements regarding the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities. HHS shall have ten (10) business days to provide said feedback to CONTRACTOR. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, if required by applicable law, rule, or regulation, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

(D) CONTRACTOR will have the burden of demonstrating to the reasonable satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

ARTICLE 5.
STATEMENT OF WORK

"Statement of Work" means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Statement of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

ARTICLE 6.
GENERAL PROVISIONS

6.01 Oversight of Confidential Information

CONTRACTOR acknowledges and agrees that HHS is entitled to oversee and monitor CONTRACTOR's access to and creation, receipt, maintenance, use, disclosure of the Confidential Information to confirm that CONTRACTOR is in compliance with this DUA.

6.02 HHS Commitment and Obligations

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

6.03 HHS Right to Inspection

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

6.04 Term; Termination of DUA; Survival

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended or amended, this DUA shall be extended or amended concurrent with such extension or amendment.

(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by HHS.

(C) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:

(1) Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or

(2) Require CONTRACTOR to submit to a Corrective Action Plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or

(3) Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or

(4) Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation, the requested corrective action CONTRACTOR may take to cure the alleged violation, and the action HHS intends to take if the alleged violated is not timely cured by CONTRACTOR.

(D) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary of the U.S. Department of Health and Human Services.

(E) The duties of CONTRACTOR or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

6.05 Governing Law, Venue and Litigation

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

6.06 Injunctive Relief

(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

6.07 Responsibility.

To the extent permitted by the Texas Constitution, laws and rules, and without waiving any immunities or defenses available to CONTRACTOR as a governmental entity, CONTRACTOR shall be solely responsible for its own acts and omissions and the acts and omissions of its employees, directors, officers, Subcontractors and agents. HHS shall be solely responsible for its own acts and omissions.

6.08 Insurance

(A) As a governmental entity, and in accordance with the limits of the Texas Tort Claims Act, Chapter 101 of the Texas Civil Practice and Remedies Code, CONTRACTOR either maintains commercial insurance or self-insures with policy limits in an amount sufficient to cover CONTRACTOR's liability arising under this DUA. CONTRACTOR will request that HHS be named as an additional insured. HHSC reserves the right to consider alternative means for CONTRACTOR to satisfy CONTRACTOR's financial responsibility under this DUA. Nothing herein shall relieve CONTRACTOR of its financial obligations set forth in this DUA if CONTRACTOR fails to maintain insurance.

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

6.08 Fees and Costs

Except as otherwise specified in this DUA or the Base Contract, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

6.09 Entirety of the Contract

This DUA is incorporated by reference into the Base Contract as an amendment thereto and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be

enforced. If any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

6.10 Automatic Amendment and Interpretation

If there is (i) a change in any law, regulation or rule, state or federal, applicable to HIPPA and/or Confidential Information, or (ii) any change in the judicial or administrative interpretation of any such law, regulation or rule,, upon the effective date of such change, this DUA shall be deemed to have been automatically amended, interpreted and read so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such changes. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.

TEXAS Health and Human Services

Texas HHS System - Data Use Agreement - Attachment D-1
SECURITY AND PRIVACY INQUIRY (SPI)

If you are a bidder for a new procurement/contract, in order to participate in the bidding process, you must have corrected any "No" responses (except A9a) prior to the contract award date. If you are an applicant for an open enrollment, you must have corrected any "No" answers (except A9a and A11) prior to performing any work on behalf of any Texas HHS agency.

For any questions answered "No" (except A9a and A11), an *Action Plan for Compliance with a Timeline* must be documented in the designated area below the question. The timeline for compliance with HIPAA-related requirements for safeguarding Protected Health Information is 30 calendar days from the date this form is signed. Compliance with requirements related to other types of Confidential Information must be confirmed within 90 calendar days from the date the form is signed.

SECTION A: APPLICANT/BIDDER INFORMATION (To be completed by Applicant/Bidder)

1. Does the applicant/bidder access, create, disclose, receive, transmit, maintain, or store Texas HHS Confidential Information in electronic systems (e.g., laptop, personal use computer, mobile device, database, server, etc.)? **IF NO, STOP. THE SPI FORM IS NOT REQUIRED.**	⊗ Yes ○ No
2. Entity or Applicant/Bidder Legal Name	Legal Name: The County of Calhoun Texas Legal Entity Tax Identification Number (TIN) (Last Four Numbers Only): 1923 Procurement/Contract#: Address: 211 South Ann Street #102 City: Port Lavaca State: Texas ZIP: 77979 Telephone #: (361) 553-4411 Email Address: anna.goodman@calhouncotx.org
3. Number of Employees, at all locations, in Applicant/Bidder's Workforce "Workforce" means all employees, volunteers, trainees, and other Persons whose conduct is under the direct control of Applicant/Bidder, whether or not they are paid by Applicant/ Bidder. If Applicant/Bidder is a sole proprietor, the workforce may be only one employee.	Total Employees: 8
4. Number of Subcontractors (if Applicant/Bidder will not use subcontractors, enter "0")	Total Subcontractors: 0
5. Name of Information Technology Security Official and Name of Privacy Official for Applicant/Bidder (Privacy and Security Official may be the same person.)	**A. Security Official:** Legal Name: Ron Reger Address: 117 W Ash Street City: Port Lavaca State: Texas ZIP: 77979 Telephone #: (361) 553-4608 Email Address: ron.reger@calhouncotx.org
	B. Privacy Official: Legal Name: Ron Reger Address: 117 W Ash Street City: Port Lavaca State: Texas ZIP: 77979 Telephone #: (361) 553-4608 Email Address: ron.reger@calhouncotx.org

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6. **Type(s) of Texas HHS Confidential Information the Applicant/Bidder will create, receive, maintain, use, disclose or have access to: (Check all that apply)** • *Health Insurance Portability and Accountability Act (HIPAA) data* • *Criminal Justice Information Services (CJIS) data* • *Internal Revenue Service Federal Tax Information (IRS FTI) data* • *Centers for Medicare & Medicaid Services (CMS)* • *Social Security Administration (SSA)* • *Personally Identifiable Information (PII)*	HIPAA ☑	CJIS ☐	IRS FTI ☐	CMS ☐	SSA ☐	PII ☑
	Other (Please List)					

7. **Number of Storage Devices for Texas HHS Confidential Information (as defined in the Texas HHS System Data Use Agreement (DUA))** Cloud Services involve using a network of remote servers hosted on the Internet to store, manage, and process data, rather than a local server or a personal computer. A Data Center is a centralized repository, either physical or virtual, for the storage, management, and dissemination of data and information organized around a particular body of knowledge or pertaining to a particular business.	Total # (Sum a-d) 9
a. **Devices.** Number of personal user computers, devices or drives, including mobile devices and mobile drives.	7
b. **Servers.** Number of Servers that are not in a data center or using Cloud Services.	1
c. **Cloud Services.** Number of Cloud Services in use.	1
d. **Data Centers.** Number of Data Centers in use.	0
8. Number of unduplicated individuals for whom Applicant/Bidder reasonably expects to handle Texas HHS Confidential Information during one year:	Select Option (a-d)
a. 499 individuals or less	◉ a.
b. 500 to 999 individuals	○ b.
c. 1,000 to 99,999 individuals	○ c.
d. 100,000 individuals or more	○ d.
9. HIPAA Business Associate Agreement	
a. Will Applicant/Bidder use, disclose, create, receive, transmit or maintain protected health information on behalf of a HIPAA-covered Texas HHS agency for a HIPAA-covered function?	◉ Yes ○ No
b. Does Applicant/Bidder have a Privacy Notice prominently displayed on a Webpage or a Public Office of Applicant/Bidder's business open to or that serves the public? (This is a HIPAA requirement. Answer "N/A" if not applicable, such as for agencies not covered by HIPAA.)	○ Yes ◉ No ○ N/A
Action Plan for Compliance with a Timeline: Check with IT about privacy disclaimer.	Compliance Date: 7/31/22
10. Subcontractors. If the Applicant/Bidder responded "0" to Question 4 (indicating no subcontractors), check "N/A" for both 'a.' and 'b.'	
a. Does Applicant/Bidder require subcontractors to execute the DUA Attachment 1 Subcontractor Agreement Form?	○ Yes ○ No ◉ N/A
Action Plan for Compliance with a Timeline:	Compliance Date:

b. Will Applicant/Bidder agree to require subcontractors who will access Confidential Information to comply with the terms of the DUA, not disclose any Confidential Information to them until they have agreed in writing to the same safeguards and to discontinue their access to the Confidential Information if they fail to comply?	○ Yes ○ No ◉ N/A
Action Plan for Compliance with a Timeline:	Compliance Date:
11. Does Applicant/Bidder have any **Optional Insurance** currently in place? Optional Insurance provides coverage for: (1) Network Security and Privacy; (2) Data Breach; (3) Cyber Liability (lost data, lost use or delay/suspension in business, denial of service with e-business, the Internet, networks and informational assets, such as privacy, intellectual property, virus transmission, extortion, sabotage or web activities); (4) Electronic Media Liability; (5) Crime/Theft; (6) Advertising Injury and Personal Injury Liability; and (7) Crisis Management and Notification Expense Coverage.	◉ Yes ○ No ○ N/A

SECTION B: PRIVACY RISK ANALYSIS AND ASSESSMENT (To be completed by Applicant/Bidder)	
For any questions answered "No," an Action Plan for Compliance with a Timeline must be documented in the designated area below the question. The timeline for compliance with HIPAA-related requirements for safeguarding Protected Health Information is 30 calendar days from the date this form is signed. Compliance with requirements related to other types of Confidential Information must be confirmed within 90 calendar days from the date the form is signed.	
1. Written Policies & Procedures. Does Applicant/Bidder have current written privacy and security policies and procedures that, at a minimum:	**Yes or No**
a. Does Applicant/Bidder have current written privacy and security policies and procedures that identify Authorized Users and Authorized Purposes (as defined in the DUA) relating to creation, receipt, maintenance, use, disclosure, access or transmission of Texas HHS Confidential Information?	◉ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
b. Does Applicant/Bidder have current written privacy and security policies and procedures that require Applicant/Bidder and its Workforce to comply with the applicable provisions of HIPAA and other laws referenced in the DUA, relating to creation, receipt, maintenance, use, disclosure, access or transmission of Texas HHS Confidential Information on behalf of a Texas HHS agency?	◉ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
c. Does Applicant/Bidder have current written privacy and security policies and procedures that limit use or disclosure of Texas HHS Confidential Information to the minimum that is necessary to fulfill the Authorized Purposes?	◉ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
d. Does Applicant/Bidder have current written privacy and security policies and procedures that respond to an actual or suspected breach of Texas HHS Confidential Information, to include at a minimum (if any responses are "No" check "No" for all three): i. Immediate breach notification to the Texas HHS agency, regulatory authorities, and other required Individuals or Authorities, in accordance with Article 4 of the DUA; ii. Following a documented breach response plan, in accordance with the DUA and applicable law; & iii. Notifying Individuals and Reporting Authorities whose Texas HHS Confidential Information has been breached, as directed by the Texas HHS agency?	◉ Yes ○ No

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Action Plan for Compliance with a Timeline:	Compliance Date:

e. Does Applicant/Bidder have current written privacy and security policies and procedures that conduct annual workforce training and monitoring for and correction of any training delinquencies?	◉ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:

f. Does Applicant/Bidder have current written privacy and security policies and procedures that permit or deny individual rights of access, and amendment or correction, when appropriate?	◉ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:

g. Does Applicant/Bidder have current written privacy and security policies and procedures that permit only Authorized Users with up-to-date privacy and security training, and with a reasonable and demonstrable need to use, disclose, create, receive, maintain, access or transmit the Texas HHS Confidential Information, to carry out an obligation under the DUA for an Authorized Purpose, unless otherwise approved in writing by a Texas HHS agency?	◉ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:

h. Does Applicant/Bidder have current written privacy and security policies and procedures that establish, implement and maintain proof of appropriate sanctions against any Workforce or Subcontractors who fail to comply with an Authorized Purpose or who is not an Authorized User, and used or disclosed Texas HHS Confidential Information in violation of the DUA, the Base Contract or applicable law?	◉ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:

i. Does Applicant/Bidder have current written privacy and security policies and procedures that require updates to policies, procedures and plans following major changes with use or disclosure of Texas HHS Confidential Information within 60 days of identification of a need for update?	◉ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:

j. Does Applicant/Bidder have current written privacy and security policies and procedures that restrict permissions or attempts to re-identify or further identify de-identified Texas HHS Confidential Information, or attempt to contact any Individuals whose records are contained in the Texas HHS Confidential Information, except for an Authorized Purpose, without express written authorization from a Texas HHS agency or as expressly permitted by the Base Contract?	◉ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
k. If Applicant/Bidder intends to use, disclose, create, maintain, store or transmit Texas HHS Confidential Information outside of the United States, will Applicant/Bidder obtain the express prior written permission from the Texas HHS agency and comply with the Texas HHS agency conditions for safeguarding offshore Texas HHS Confidential Information?	◉ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
l. Does Applicant/Bidder have current written privacy and security policies and procedures that require cooperation with Texas HHS agencies' or federal regulatory inspections, audits or investigations related to compliance with the DUA or applicable law?	◉ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
m. Does Applicant/Bidder have current written privacy and security policies and procedures that require appropriate standards and methods to destroy or dispose of Texas HHS Confidential Information?	◉ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
n. Does Applicant/Bidder have current written privacy and security policies and procedures that prohibit disclosure of Applicant/Bidder's work product done on behalf of Texas HHS pursuant to the DUA, or to publish Texas HHS Confidential Information without express prior approval of the Texas HHS agency?	◉ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
2. Does Applicant/Bidder have a current Workforce training program? Training of Workforce must occur at least once every year, and within 30 days of date of hiring a new Workforce member who will handle Texas HHS Confidential Information. Training must include: (1) privacy and security policies, procedures, plans and applicable requirements for handling Texas HHS Confidential Information, (2) a requirement to complete training before access is given to Texas HHS Confidential Information, and (3) written proof of training and a procedure for monitoring timely completion of training.	◉ Yes ○ No

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Action Plan for Compliance with a Timeline:	Compliance Date:

3. Does Applicant/Bidder have Privacy Safeguards to protect Texas HHS Confidential Information in oral, paper and/or electronic form? "Privacy Safeguards" means protection of Texas HHS Confidential Information by establishing, implementing and maintaining required Administrative, Physical and Technical policies, procedures, processes and controls, required by the DUA, HIPAA (45 CFR 164.530), Social Security Administration, Medicaid and laws, rules or regulations, as applicable. Administrative safeguards include administrative protections, policies and procedures for matters such as training, provision of access, termination, and review of safeguards, incident management, disaster recovery plans, and contract provisions. Technical safeguards include technical protections, policies and procedures, such as passwords, logging, emergencies, how paper is faxed or mailed, and electronic protections such as encryption of data. Physical safeguards include physical protections, policies and procedures, such as locks, keys, physical access, physical storage and trash.	(●) Yes ( ) No
Action Plan for Compliance with a Timeline:	Compliance Date:
4. Does Applicant/Bidder and all subcontractors (if applicable) maintain a current list of Authorized Users who have access to Texas HHS Confidential Information, whether oral, written or electronic?	(●) Yes ( ) No
Action Plan for Compliance with a Timeline:	Compliance Date:
5. Does Applicant/Bidder and all subcontractors (if applicable) monitor for and remove terminated employees or those no longer authorized to handle Texas HHS Confidential Information from the list of Authorized Users?	(●) Yes ( ) No
Action Plan for Compliance with a Timeline:	Compliance Date:

SECTION C: SECURITY RISK ANALYSIS AND ASSESSMENT (to be completed by Applicant/Bidder)	
This section is about your electronic system. If your business DOES NOT store, access, or transmit Texas HHS Confidential Information in electronic systems (e.g., laptop, personal use computer, mobile device, database, server, etc.) select the box to the right, and "YES" will be entered for all questions in this section.	**No Electronic Systems** ☑
For any questions answered "No," an Action Plan for Compliance with a Timeline must be documented in the designated area below the question. The timeline for compliance with HIPAA-related items is 30 calendar days, PII-related items is 90 calendar days.	
1. Does the Applicant/Bidder ensure that services which access, create, disclose, receive, transmit, maintain, or store Texas HHS Confidential Information are maintained IN the United States (no offshoring) unless **ALL** of the following requirements are met? **a.** The data is encrypted with FIPS 140-2 validated encryption **b.** The offshore provider does not have access to the encryption keys **c.** The Applicant/Bidder maintains the encryption key within the United States **d.** The Application/Bidder has obtained the express prior written permission of the Texas HHS agency *For more Information regarding FIPS 140-2 encryption products, please refer to:* *http://csrc.nist.gov/publications/fips*	◉ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
2. Does Applicant/Bidder utilize an IT security-knowledgeable person or company to maintain or oversee the configurations of Applicant/Bidder's computing systems and devices?	◉ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
3. Does Applicant/Bidder monitor and manage access to Texas HHS Confidential Information (e.g., a formal process exists for granting access and validating the need for users to access Texas HHS Confidential Information, and access is limited to Authorized Users)?	◉ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
4. Does Applicant/Bidder a) have a system for changing default passwords, b) require user password changes at least every 90 calendar days, and c) prohibit the creation of weak passwords (e.g., require a minimum of 8 characters with a combination of uppercase, lowercase, special characters, and numerals, where possible) for all computer systems that access or store Texas HHS Confidential Information. **If yes, upon request must provide evidence such as a screen shot or a system report.**	◉ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:

5. Does each member of Applicant/Bidder's Workforce who will use, disclose, create, receive, transmit or maintain Texas HHS Confidential Information have a unique user name (account) and private password?	◉ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
6. Does Applicant/Bidder lock the password after a certain number of failed attempts and after 15 minutes of user inactivity in all computing devices that access or store Texas HHS Confidential Information?	◉ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
7. Does Applicant/Bidder secure, manage and encrypt remote access (including wireless access) to computer systems containing Texas HHS Confidential Information? (e.g., a formal process exists for granting access and validating the need for users to remotely access Texas HHS Confidential Information, and remote access is limited to Authorized Users). *Encryption is required for all Texas HHS Confidential Information. Additionally, **FIPS 140-2** validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.* *For more information regarding FIPS 140-2 encryption products, please refer to:* *http://csrc.nist.gov/publications/fips*	◉ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
8. Does Applicant/Bidder implement computer security configurations or settings for all computers and systems that access or store Texas HHS Confidential Information? (e.g., non-essential features or services have been removed or disabled to reduce the threat of breach and to limit exploitation opportunities for hackers or intruders, etc.)	◉ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
9. Does Applicant/Bidder secure physical access to computer, paper, or other systems containing Texas HHS Confidential Information from unauthorized personnel and theft (e.g., door locks, cable locks, laptops are stored in the trunk of the car instead of the passenger area, etc.)?	◉ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:

10. Does Applicant/Bidder use encryption products to protect Texas HHS Confidential Information that is ***transmitted*** over a public network (e.g., the Internet, WiFi, etc.)? **If yes, upon request must provide evidence such as a screen shot or a system report.** *Encryption is required for all HHS Confidential Information. Additionally, **FIPS 140-2** validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.* *For more information regarding FIPS 140-2 encryption products, please refer to:* *http://csrc.nist.gov/publications/fips*	(●) Yes ( ) No
Action Plan for Compliance with a Timeline:	Compliance Date:
11. Does Applicant/Bidder use encryption products to protect Texas HHS Confidential Information ***stored*** on end user devices (e.g., laptops, USBs, tablets, smartphones, external hard drives, desktops, etc.)? **If yes, upon request must provide evidence such as a screen shot or a system report.** *Encryption is required for all Texas HHS Confidential Information. Additionally, **FIPS 140-2** validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.* *For more information regarding FIPS 140-2 encryption products, please refer to:* *http://csrc.nist.gov/publications/fips*	(●) Yes ( ) No
Action Plan for Compliance with a Timeline:	Compliance Date:
12. Does Applicant/Bidder require Workforce members to formally acknowledge rules outlining their responsibilities for protecting Texas HHS Confidential Information and associated systems containing HHS Confidential Information before their access is provided?	(●) Yes ( ) No
Action Plan for Compliance with a Timeline:	Compliance Date:
13. Is Applicant/Bidder willing to perform or submit to a criminal background check on Authorized Users?	(●) Yes ( ) No
Action Plan for Compliance with a Timeline:	Compliance Date:
14. Does Applicant/Bidder prohibit the access, creation, disclosure, reception, transmission, maintenance, and storage of Texas HHS Confidential Information with a subcontractor (e.g., cloud services, social media, etc.) unless Texas HHS has approved the subcontractor agreement which must include compliance and liability clauses with the same requirements as the Applicant/Bidder?	(●) Yes ( ) No
Action Plan for Compliance with a Timeline:	Compliance Date:

15. Does Applicant/Bidder keep current on security updates/patches (including firmware, software and applications) for computing systems that use, disclose, access, create, transmit, maintain or store Texas HHS Confidential Information?	◉ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
16. Do Applicant/Bidder's computing systems that use, disclose, access, create, transmit, maintain or store Texas HHS Confidential Information contain up-to-date anti-malware and antivirus protection?	◉ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
17. Does the Applicant/Bidder review system security logs on computing systems that access or store Texas HHS Confidential Information for abnormal activity or security concerns on a regular basis?	◉ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
18. Notwithstanding records retention requirements, does Applicant/Bidder's disposal processes for Texas HHS Confidential Information ensure that Texas HHS Confidential Information is destroyed so that it is unreadable or undecipherable?	◉ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
19. Does the Applicant/Bidder ensure that all public facing websites and mobile applications containing Texas HHS Confidential Information meet security testing standards set forth within the Texas Government Code (TGC), Section 2054.516; including requirements for implementing vulnerability and penetration testing and addressing identified vulnerabilities? *For more information regarding TGC, Section 2054.516 DATA SECURITY PLAN FOR ONLINE AND MOBILE APPLICATIONS, please refer to: https://legiscan.com/TX/text/HBB/2017*	◉ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:

SECTION D: SIGNATURE AND SUBMISSION (to be completed by Applicant/Bidder)

Please sign the form digitally, if possible. If you can't, provide a handwritten signature.

1. I certify that all of the information provided in this form is truthful and correct to the best of my knowledge. If I learn that any such information was not correct, I agree to notify Texas HHS of this immediately.

2. Signature	3. Title	4. Date:
Anna M. Goodman	County Clerk	08/17/2022

To submit the completed, signed form:

- Email the form as an attachment to the appropriate Texas HHS Contract Manager(s).

Section E: To Be Completed by Texas HHS Agency Staff:

Agency(s): HHSC: ☐ DFPS: ☐ DSHS: ☑	Requesting Department(s): Vital Statistics
Legal Entity Tax Identification Number (TIN) (Last four Only): [redacted]	PO/Contract(s) #: HHSREV100002457

Contract Manager:	Contract Manager Email Address:	Contract Manager Telephone #:
Gretchen Wells	gretchen.wells@dshs.texas.gov	(512) 776-2679
Contract Manager:	Contract Manager Email Address:	Contract Manager Telephone #:
Contract Manager:	Contract Manager Email Address:	Contract Manager Telephone #:
Contract Manager:	Contract Manager Email Address:	Contract Manager Telephone #:
Contract Manager:	Contract Manager Email Address:	Contract Manager Telephone #:
Contract Manager:	Contract Manager Email Address:	Contract Manager Telephone #:
Contract Manager:	Contract Manager Email Address:	Contract Manager Telephone #:
Contract Manager:	Contract Manager Email Address:	Contract Manager Telephone #:

21

21. Consider and take necessary action to accept the Contract Close-Out documents from Kraftsman LP and approve the payment of the final pay application(s) for the – Infrastructure at Little Chocolate Bayou County Park for Calhoun County, Texas under Texas General Land Office Contract No. 20-065-064-C182 and Calhoun County 2020 CDBG-DR Contract Work Order No. E-1 and authorize the County Judge to sign the construction close out documents and any other necessary forms. (DEH)

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

Mae Belle Cassel

From: david.hall@calhouncotx.org (David Hall) <david.hall@calhouncotx.org>
Sent: Tuesday, August 30, 2022 1:21 PM
To: MaeBelle.Cassel@calhouncotx.org
Subject: FW: Kraftsman Close Out Documents & Payment Request for Agenda
Attachments: RecPay No. 2 - Playground GLO 20-065-064-C182.pdf; RecPay No. 3-Final - Playground GLO 20-065-064-C182.pdf; 5310.011e - Playground COCC 080422.pdf; 5310.011e - CDBGDR - Playground Asbuilts - 080422.pdf

From: smason@gwengineers.com (Scott Mason) [mailto:smason@gwengineers.com]
Sent: Tuesday, August 30, 2022 1:06 PM
To: 'David Hall' <david.hall@calhouncotx.org>
Cc: angela.torres@calhouncotx.org; 'Glynis King' <gking@gwengineers.com>; 'Katy Sellers' <katy@ksbr-llc.com>; 'peggy hall' <peggy.hall@calhouncotx.org>; 'Cindy Mueller' <cindy.mueller@calhouncotx.org>
Subject: Kraftsman Close Out Documents & Payment Request for Agenda

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

David,

Please see the attached. I am also be told that we need to request an agenda item to approve payment.

My guess would be to put:

Accept the Contract Close-out documents from Kraftsman LP and approve the payment of the final pay application(s) for the – Infrastructure at Little Chocolate Bayou County Park for Calhoun County, Texas under Texas General Land Office Contract No. 20-065-064-C182 and Calhoun County 2020 CDBG-DR Contract Work Order No. E-1 and authorize the County Judge to sign the construction close out documents and any other necessary forms. (DH)

Modify if or how you see needed.

Also, Katy and I recommend paying the Invoice number 2 immediately if possible as if it is not paid out the County will have to track interest. This will have to be done for the final invoice because we understand that an agenda item needs to be placed to approve the close out documents and release the final payment for recpay3-Final. So the payment within 5 days of receiving money will not be possible with this invoice based on County policy.

Let me know if I am wrong or if there are any questions.

Thank you,

Scott P. Mason, P.E.
Lead Project Engineer
G&W Engineers, Inc.
205 W. Live Oak

Port Lavaca, Texas 77979
P: (361) 552-4509
F: (361) 552-4987
smason@gwengineers.com

Calhoun County Texas

G&W ENGINEERS, INC.

205 W. Live Oak • Port Lavaca, TX 77979 • p: (361)552-4509 • f: (361)552-4987
TBPE Firm Registration No. F04188

June 30, 2022

Commissioner David Hall
Calhoun County Precinct No. 1
202 S. Ann St.
Port Lavaca, Texas 77979

RE: RECOMMENDATION FOR PAYMENT NO. 2
Infrastructure at Little Chocolate Bayou County Park Playground Improvements for Calhoun County, TX - TX GLO Contract No. 20-065-064-C182 and Calhoun County 2020 CDBG-DR Contract Work Order No. E-1

Dear Honorable Judge & County Commissioners,

We have reviewed Kraftsman, LP's Application No. 2 (Invoice # 37759) for the above referenced project and have enclosed Recommendation for Payment No. 2 for $95,205.71 for the service period of March 1, 2022 to April 6, 2022.

The Contractor's Conditional Waiver and Release on Progress Payment. is also enclosed.

Please call if you have any questions.

Sincerely,
G & W Engineers, Inc.

Scott P. Mason, P.E.

cc: Peggy Hall, Calhoun County Assistant Auditor
file 5310.011e

No. 2

RECOMMENDATION OF PAYMENT

OWNER's Project No. _____ ENGINEER's Project No. **5310.011e**

Project **Infrastructure at Little Chocolate Bayou County Park Playground Improvements for Calhoun County, Texas - TX GLO Contract No. 20-065-064-C182**

CONTRACTOR **Kraftsman, LP**

Contract for **Playground Improvements** Contract Date **July 14, 2021**

Application Date **April 6, 2022** Application Amount **$95,205.71**

Period Start Date: **March 1, 2022** Period Ending Date: **April 6, 2022**

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 **June 30**, 2022 By: _____
Scott P. Mason, P.E.

STATEMENT OF WORK

Original Contract Price	$ 189,080.00	Work to Date	$ 206,384.12
Net Change Orders (1)	$ 17,304.12	Amount Retained	$ (20,638.41)
Current Contract Price	$ 206,384.12	Subtotal	$ 185,745.71
Work to be Done	$ -	Previous Payments Recommended	$ (90,540.00)
		Amount Due This Payment	$ 95,205.71

G & W ENGINEERS, INC.
205 W. Live Oak St.
Port Lavaca, Texas 77979
(361) 552-4509

Kraftsman Commercial Playgrounds & Water Parks

Kraftsman, LP
Kraftsman Commercial Playgrounds & Water Parks

19535 Haude Road
Spring, TX 77388
Phone 281-353-9599 Fax 281-353-2265

DATE: April 6, 2022
INVOICE # 37759
PROJECT: ***Little Chocolate Bayou Park improvements***

Bill To:
Calhoun County Precinct 1
David Hall
211 S. Ann, Suite 301
Port Lavaca, TX 77979

DESCRIPTION	AMOUNT
Payment Application #2 - see attached for detail	$ 95,205.71
BALANCE DUE	**$ 95,205.71**

Make all checks payable to Kraftsman, LP

THANK YOU FOR CHOOSING KRAFTSMAN!

Application and Certificate for Payment

To Owner: Calhoun County Precinct 1
David Hall
211 S. Ann, Suite 301
Port Lavaca, TX 77979

From Contractor: Kraftsman, LP
19535 Haude Rd
Spring, TX 77388

Via Architect:

Project: Little Chocolate Bayou Park
Application no. 2
Period to: April 6, 2022
Contract for: Playground improvements

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1	Original Contract Sum			$ 189,080.00
2	Net change by Change Orders			$ 17,304.12
3	CONTRACT SUM TO DATE			$ 206,384.12
4	TOTAL COMPLETED & STORED TO DATE			$ 206,384.12
5	RETAINAGE:			
a	10%	% of Completed Work	$ 20,638.41	
b.		% of Stored Material	$ -	
		TOTAL RETAINAGE:		$ 20,638.41
6	TOTAL EARNED LESS RETAINAGE			$ 185,745.71
7	LESS PREVIOUS APPLICATIONS			$ (90,540.00)
8				
9	CURRENT PAYMENT DUE			$ 95,205.71
	BALANCE TO FINISH, INCLUDING RETAINAGE		$ 20,638.41	

Change Order Summary	Amount
CO #1 - additional sidewalk and parking.	$ 17,304.12
TOTAL change orders	$ 17,304.12

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and received from the Owner, and the current payment shown herein is now due

CONTRACTOR:

Date: 4/6/2022

State of Texas
County of Harris

Subscribed and sworn to me this 6 day of April 2022

Notary Public:

My Commission expires: 9/10/24

RUTH TANI
Notary Public, State of Texas
Comm. Expires 09-10-2024
Notary ID 125627881

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

ARCHITECT:

Date:

Schedule of Values

Kraftsman, LP
Kraftsman Commercial Playgrounds & Water Parks
19535 Haude Rd
Spring, TX 77388

APPLICATION NUMBER: 2
APPLICATION DATE: 4/6/2022
PERIOD TO: April 6, 2022
PROJECT NAME: Little Chocolate Bayou Park improvements

A	B	C	D	E	F	G		H	I
			WORK COMPLETE						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION	COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	% COMPLETED	BALANCE TO FINISH	RETAINAGE % 10%
1	Mobilization, insurance and bond	$ 17,000.00	$ 17,000.00	$ -	$ -	$ 17,000.00	100%	$0.00	$ 1,700.00
2	Equipment and installatin for CDBG construction sign	$ 5,500.00	$ -	$ 5,500.00	$ -	$ 5,500.00	100%	$0.00	$ 550.00
3	Playground equipment	$ 71,000.00	$ 71,000.00	$ -	$ -	$ 71,000.00	100%	$0.00	$ 7,100.00
4	4 - Regal 6 foot benches with back rest installed	$ 4,810.00	$ -	$ 4,810.00	$ -	$ 4,810.00	100%	$0.00	$ 481.00
5	4 - 32 gallon trash receptacles installed	$ 4,620.00	$ -	$ 4,620.00	$ -	$ 4,620.00	100%	$0.00	$ 462.00
6	Earthwork for stable base	$ 14,000.00	$ 12,600.00	$ 1,400.00	$ -	$ 14,000.00	100%	$0.00	$ 1,400.00
7	EWF surfacing including materials and installation	$ 23,000.00	$ -	$ 23,000.00	$ -	$ 23,000.00	100%	$0.00	$ 2,300.00
8	Concrete Walkway, 4" thick concrete pad	$ 46,750.00	$ -	$ 46,750.00	$ -	$ 46,750.00	100%	$0.00	$ 4,675.00
9	Labor and installation for revegetation	$ 2,400.00	$ -	$ 2,400.00	$ -	$ 2,400.00	100%	$0.00	$ 240.00
10									
11	CO #1 - additional sidewalk and parking	$ 17,304.12	$ -	$ 17,304.12	$ -	$ 17,304.12	100%	$0.00	$ 1,730.41
12									
	TOTAL ALL PAGES	$206,384.12	$100,600.00	$105,784.12	$0.00	$206,384.12	100%	$0.00	$20,638.41

CONTRACTOR's CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

THE STATE OF TEXAS §
COUNTY OF HARRIS §

Project: **INFRASTRUCTURE AT LITTLE CHOCOLATE BAYOU COUNTY PARK - PLAYGROUND IMPROVEMENTS CALHOUN COUNTY, TEXAS - TEXAS GENERAL LAND OFFICE CONTRACT NO. 20-065-064-C182 AND CALHOUN COUNTY 2020 CDBG-DR CONTRACT WORK ORDER NO. E-1.**

Job No. **5310.011e**

On receipt by the signer of this document of a check from **CALHOUN COUNTY** *(maker of check)* in the sum of $ 95,205.71 payable to **KRAFTSMAN, LP** *(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 West Austin Street, Port Lavaca, Texas to the following extent: **INFRASTRUCTURE AT LITTLE CHOCOLATE BAYOU COUNTY PARK - PLAYGROUND IMPROVEMENTS CALHOUN COUNTY, TEXAS - TEXAS GENERAL LAND OFFICE CONTRACT NO. 20-065-064-C182 AND CALHOUN COUNTY 2020 CDBG-DR CONTRACT WORK ORDER NO. E-1** *(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).

KRAFTSMAN, LP
(CONTRACTOR'S NAME)

Signed By: J. O'Neill

Print Name: Jim O'Neill

Title: VP

SUBSCRIBED AND SWORN TO BEFORE ME by Jim O'Neill,

on 30 OF June, 20 22, to certify which witness my hand and seal of office.

RUTH TANN
Notary Public, State of Texas
Comm. Expires 09-10-2024
Notary ID 126627881

Notary Public, State of Texas

G&W ENGINEERS, INC.

205 W. Live Oak • Port Lavaca, TX 77979 • p: (361)552-4509 • f: (361)552-4987
TBPE Firm Registration No. F04188

June 30, 2022

Commissioner David Hall
Calhoun County Precinct No. 1
202 S. Ann St.
Port Lavaca, Texas 77979

RE: RECOMMENDATION FOR PAYMENT NO. 3-FINAL
Infrastructure at Little Chocolate Bayou County Park Playground Improvements for Calhoun County, TX - TX GLO Contract No. 20-065-064-C182 and Calhoun County 2020 CDBG-DR Contract Work Order No. E-1

Dear Honorable Judge & County Commissioners,

We have reviewed Kraftsman, LP's Application No. 3 (Invoice # 37761) for the above referenced project. All work is complete and enclosed Recommendation for Payment No. 3-FINAL for $20,638.41 for the retainage.

The Contractor's Guarantee and the Contractor's Conditional Waiver and Release on Final Payment are enclosed.

Please call if you have any questions.

Sincerely,
G & W Engineers, Inc.

Scott P. Mason, P.E.

cc: Peggy Hall, Calhoun County Assistant Auditor
file 5310.011e

No. 3-Final

RECOMMENDATION OF PAYMENT

OWNER's Project No. _____ ENGINEER's Project No. 5310.011e

Project Infrastructure at Little Chocolate Bayou County Park Playground Improvements for Calhoun County, Texas - TX GLO Contract No. 20-065-064-C182

CONTRACTOR Kraftsman, LP

Contract for Playground Improvements Contract Date July 14, 2021

Application Date April 6, 2022 Application Amount $20,638.41

Period Start Date March 1, 2022 Period Ending Date April 6, 2022

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 June 30, 2022 By: Scott P. Mason, P.E.

STATEMENT OF WORK

Original Contract Price	$ 189,080.00	Work to Date	$ 206,384.12
Net Change Orders (1)	$ 17,304.12	Amount Retained	$ -
Current Contract Price	$ 206,384.12	Subtotal	$ 206,384.12
Work to be Done	$ -	Previous Payments Recommended	$ (185,745.71)
		Amount Due This Payment	$ 20,638.41

G & W ENGINEERS, INC.
205 W. Live Oak St.
Port Lavaca, Texas 77979
(361) 552-4509

Kraftsman Commercial Playgrounds & Water Parks

Kraftsman, LP
Kraftsman Commercial Playgrounds & Water Parks

19535 Haude Road
Spring, TX 77388
Phone 281-353-9599 Fax 281-353-2265

DATE: April 6, 2022
INVOICE # 37761
PROJECT: ***Little Chocolate Bayou Park improvements***

Bill To:
Calhoun County Precinct 1
David Hall
211 S. Ann, Suite 301
Port Lavaca, TX 77979

DESCRIPTION	AMOUNT
Payment Application #3 - see attached for detail	$ 20,638.41
FINAL - RETAINAGE	
BALANCE DUE	**$ 20,638.41**

Make all checks payable to Kraftsman, LP

THANK YOU FOR CHOOSING KRAFTSMAN!

Application and Certificate for Payment

To Owner: Calhoun County Precinct 1
David Hall
211 S. Ann, Suite 301
Port Lavaca, TX 77979

From Contractor: Kraftsman, LP
19535 Haude Rd
Spring, TX 77388

Via Architect:

Project: Little Chocolate Bayou Park
Application no. 3
Period to: April 6, 2022
Contract for: Playground improvements

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1	Original Contract Sum		$ 189,080.00
2	Net change by Change Orders		$ 17,304.12
3	CONTRACT SUM TO DATE		$ 206,384.12
4	TOTAL COMPLETED & STORED TO DATE		$ 206,384.12
5	RETAINAGE:		
a.	10% % of Completed Work	$ -	
b.	% of Stored Material	$ -	
	TOTAL RETAINAGE:		$ -
6	TOTAL EARNED LESS RETAINAGE		$ 206,384.12
7	LESS PREVIOUS APPLICATIONS		$ (185,745.71)
8			
9	CURRENT PAYMENT DUE		$ 20,638.41

BALANCE TO FINISH, INCLUDING RETAINAGE $ -

Change Order Summary	Amount
CO #1 - additional sidewalk and parking.	$ 17,304.12
TOTAL change orders	$ 17,304.12

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and received from the Owner, and the current payment shown herein is now due.

CONTRACTOR: J. Odell Date: 4/6/2022

State of Texas
County of Harris
Subscribed and sworn to me this 6 day of APRIL 2022
Notary Public:
My Commission expires: 9/10/24

RUTH TANN
Notary Public, State of Texas
Comm. Expires 09-10-2024
Notary ID 126627881

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED _____

ARCHITECT:

_____ Date: _____

Schedule of Values

Kraftsman, LP
Kraftsman Commercial Playgrounds & Water Parks
19535 Haude Rd
Spring, TX 77388

APPLICATION NUMBER: 3
APPLICATION DATE: 4/7/2022
PERIOD TO: April 6, 2022
PROJECT NAME: Little Chocolate Bayou Park improvements

A	B	C	D	E	F	G		H	I
			WORK COMPLETE						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION	COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	% COMPLETED	BALANCE TO FINISH	RETAINAGE % 0%
1	Mobilization, insurance and bond	$ 17,000.00	$ 17,000.00	$ -	$ -	$ 17,000.00	100%	$0.00	$ -
2	Equipment and installatin for CDBG construction sign	$ 5,500.00	$ 5,500.00	$ -	$ -	$ 5,500.00	100%	$0.00	$ -
3	Playground equipment	$ 71,000.00	$ 71,000.00	$ -	$ -	$ 71,000.00	100%	$0.00	$ -
4	4 - Regal 6 foot benches with back rest installed	$ 4,810.00	$ 4,810.00	$ -	$ -	$ 4,810.00	100%	$0.00	$ -
5	4 - 32 gallon trash receptacles installed	$ 4,620.00	$ 4,620.00	$ -	$ -	$ 4,620.00	100%	$0.00	$ -
6	Earthwork for stable base	$ 14,000.00	$ 14,000.00	$ -	$ -	$ 14,000.00	100%	$0.00	$ -
7	EWF surfacing including materials and installation	$ 23,000.00	$ 23,000.00	$ -	$ -	$ 23,000.00	100%	$0.00	$ -
8	Concrete Walkway, 4" thick concrete pad	$ 46,750.00	$ 46,750.00	$ -	$ -	$ 46,750.00	100%	$0.00	$ -
9	Labor and installation for revegetation	$ 2,400.00	$ 2,400.00	$ -	$ -	$ 2,400.00	100%	$0.00	$ -
10									
11	CO #1 - additional sidewalk and parking	$ 17,304.12	$ 17,304.12	$ -	$ -	$ 17,304.12	100%	$0.00	$ -
12									
	TOTAL ALL PAGES	$206,384.12	$206,384.12	$0.00	$0.00	$206,384.12	100%	$0.00	$0.00

CONTRACTOR's GUARANTEE

I, Korey Soderberg, being COO of **KRAFTSMAN, LP** (hereinafter called "CONTRACTOR"), do hereby make the following statements to **CALHOUN COUNTY** (hereinafter called "OWNER") in relation to the completed project known as **INFRASTRUCTURE AT LITTLE CHOCOLATE BAYOU COUNTY PARK - PLAYGROUND IMPROVEMENTS CALHOUN COUNTY, TEXAS - TEXAS GENERAL LAND OFFICE CONTRACT NO. 20-065-064-C182 AND CALHOUN COUNTY 2020 CDBG-DR CONTRACT WORK ORDER NO. E-1.**

I guarantee...

That all of the completed Work is free from faulty materials in every particular,

That all of the completed Work is free from improper workmanship, and

That no injury will occur from proper and usual wear,

That OWNER has been assigned all guarantees and/or warranties originally made to CONTRACTOR by suppliers and subcontractors, if any. (Such assignment does not relieve CONTRACTOR of the responsibility stated in each guarantee and/or warranty in case of failure of suppliers or subcontractors to fulfill the provisions of such guarantees and/or warranties.)

I agree...

That the execution of the final certificate or the receipt of the final payment does not relieve CONTRACTOR of the responsibility for neglect of faulty materials or workmanship during the period covered by this Guarantee,

To replace or to re-execute without cost to OWNER such Work as may be found to be improper or imperfect, and

To make good all damage caused to other Work or materials, due to such required replacement or re-execution.

This Guarantee is in effect as of the 6th day of April 2022, and shall cover a period of **ONE (1) FULL YEAR** from said effective date.

KRAFTSMAN, LP
(CONTRACTOR)

Signed By: Korey Soderberg

Print Name/Title: Korey Soderberg

Date: 6/30/2022

CONTRACTOR's CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

THE STATE OF TEXAS §
COUNTY OF HARRIS §

Project: **INFRASTRUCTURE AT LITTLE CHOCOLATE BAYOU COUNTY PARK - PLAYGROUND IMPROVEMENTS CALHOUN COUNTY, TEXAS - TEXAS GENERAL LAND OFFICE CONTRACT NO. 20-065-064-C182 AND CALHOUN COUNTY 2020 CDBG-DR CONTRACT WORK ORDER NO. E-1.**

Job No. **5310.011e**

On receipt by the signer of this document of a check from **CALHOUN COUNTY** *(maker of check)* in the sum of $ 20,638.41 payable to **KRAFTSMAN, LP** *(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 West Austin Street, Port Lavaca, Texas *(location)* to the following extent: **INFRASTRUCTURE AT LITTLE CHOCOLATE BAYOU COUNTY PARK - PLAYGROUND IMPROVEMENTS CALHOUN COUNTY, TEXAS - TEXAS GENERAL LAND OFFICE CONTRACT NO. 20-065-064-C182 AND CALHOUN COUNTY 2020 CDBG-DR CONTRACT WORK ORDER NO. E-1.** *(job description).*

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to **CALHOUN COUNTY** *(person with whom signer contracted).*

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 final 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 up to the date of this waiver and release.

KRAFTSMAN, LP
(CONTRACTOR)

Signed By: J. O'Neill

Print Name: Jim O'Neill

Title: VP

SUBSCRIBED AND SWORN TO BEFORE ME by Jim O'Neill., on 30th of June, 2022, to certify which witness my hand and seal of office.

RUTH TANN
Notary Public, State of Texas
Comm. Expires 09-10-2024
Notary ID 126627881

Notary Public, State of Texas

My Commission Expires: 9/10/24

COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Certificate of Construction Completion

Subrecipient: Calhoun County | Contract #: 20-065-064-C182 | Date: 8/4/2022

This is to certify that a final inspection of the project described below was conducted on 4/7/2022

Contract was entered into on 7/14/2021 between the city/county of Calhoun County and

Kraftsman LP for the construction of Chocolate Bayou Co. Park - Playground Impr.

This is to further certify that:

1. The work has been completed in accordance with the plans and specifications and all addenda, change orders, and supplemental agreements thereto, with the following exceptions:

None

2. The sum of Zero, deducted from the final payment to the Contractor is a fair and equitable settlement for the foregoing excepted work.

3. The Contractor has presented on behalf of itself and its sureties, satisfactory evidence that he or she will repair, replace or make good any faulty workmanship and/or materials discovered in the work within a period of 12 Months from this date, as provided in the Contract.

4. Amount of Original Contract:	189,080.00	
Cumulative Change Orders:	17,304.12	
Final Amount of Contract: *	206,384.12	S.P.M. 08/04/22
Less Previous Payments:	185,745.71	
Less Deductions (from #2 above):		
FINAL PAYMENT (Balance):	20,638.41	

5. The Final Payment in the amount above is now due and payable.

6. Final Quantities:

Activity Code (dropdown)	Project Name (from Performance Standard)	Description (What is your Activity?)	Quantity	Metric (dropdown)
9 - Parks and Playgrounds	Playground Improvements	Improve Playground	1	# of Public Facilities

* CELL LOCKED WONT PRINT DECIMAL PLACES ON CELLS. ADDED MANUALLY

COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Certificate of Construction Completion

Activity Code (dropdown)	Project Name (from Performance Standard)	Description (What is your Activity?)	Quantity	Metric (dropdown)

Certified by :

Scott P. Mason, P.E.		
Engineer's Signature	Contractor's Signature	Subrecipient's Signature
Scott P. Mason, P.E., Project Engineer	Kris Soderberg, Vice President	Richard H. Meyer, County Judge
Engineer's Name and Title (Printed)	Contractor's Name and Title (Printed	Subrecipient Name and Title (Printed)
G&W Engineers, Inc.	Kraftsman LP	Calhoun County
Firm	Firm	City/County of

Disclaimer: *The Texas General Land Office has made every effort to ensure the information contained on this form is accurate and in compliance with the most up-to-date CDBG-DR and/or CDBG-MIT federal rules and regulations, as applicable. It should be noted that the Texas General Land Office assumes no liability or responsibility for any error or omission on this form that may result from the interim period between the publication of amended and/or revised federal rules and regulations and the Texas General Land Office's standard review and update schedule.*

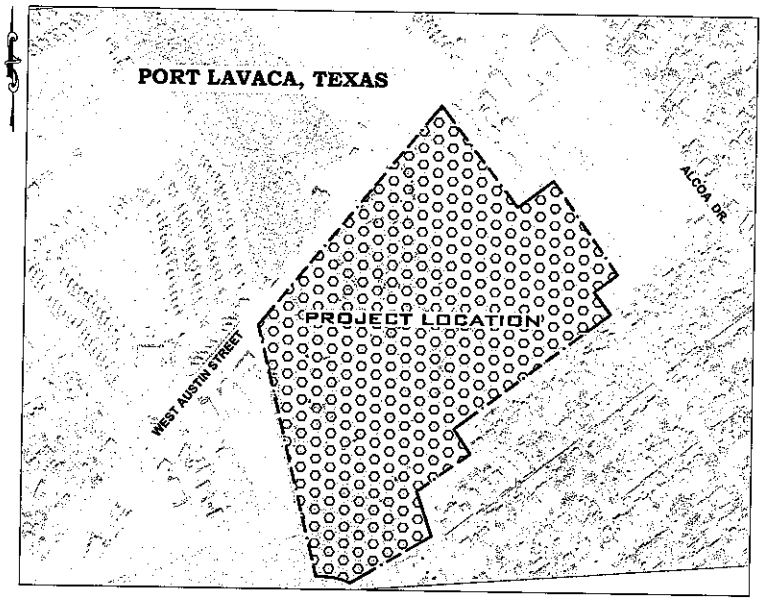
INFRASTRUCTURE AT LITTLE CHOCOLATE BAYOU COUNTY PARK PLAYGROUND IMPROVEMENTS

FOR THE

COUNTY OF CALHOUN, TEXAS

WEST AUSTIN STREET
PORT LAVACA, TEXAS 77979

AUGUST 2022



PROJECT LOCATION MAP
SCALE: 1"=250'

A PROJECT FUNDED BY THE:

TEXAS GENERAL LAND OFFICE
COUNTY - GLO CONTRACT NO. 20-065-064-C182

CALHOUN COUNTY COMMISSIONER'S COURT

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

DRAWING INDEX

	SHEET NO.
COVER SHEET	C1.0
GENERAL NOTES	C2.0
PLAYGROUND PLAN	C3.1
STANDARD DETAILS	C4.1

RECORD DRAWINGS

Texas Registered Engineering Firm F-00158
G & W ENGINEERING SURVEYING PLANNING
206 W. Live Oak St. Port Lavaca, Texas 77979 (361)552-4206
1801 7th St., Suite 280 Bay City Texas 77414 (979) 323-7900

1	08/04/22	AS BUILT DRAWING	SPM

INFRASTRUCTURE AT LITTLE CHOC. BAYOU PARK
CALHOUN COUNTY, TEXAS
GLO-CDBG-DR
CONTRACT # 20-065-064-C182
COVER SHEET

STATE OF TEXAS
SCOTT P. MANION
127693
LICENSED PROFESSIONAL ENGINEER
08.04.22

PROJECT NO.	5310.016
SCALE:	AS NTD.
DWN. BY:	SPM
CHK. BY:	SPM
DATE:	08/04/22
SHT. NO.	C1.0

GENERAL NOTES - PRELIMINARY MATTERS

1. THE INSTRUCTIONS GIVEN BY THE NOTES ON THIS SHEET DO NOT CONSTITUTE SEPARATE PAY ITEMS UNLESS SPECIFICALLY INCLUDED IN THE PROPOSAL FORM.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE TECHNICAL SPECIFICATIONS LISTED IN THE CONTRACT DOCUMENTS & THE STANDARD DETAILS INCLUDED OR REFERENCED IN THE PLANS.
3. ANY CHANGES OR REVISIONS TO THESE PLANS MUST BE SUBMITTED TO THE ENGINEER FOR REVIEW & APPROVAL PRIOR TO IMPLEMENTATION.
4. EXISTING PAVING, BUILDINGS & OTHER ITEMS SHOWN ON PLANS, BUT NOT SPECIFICALLY RELATED TO THE WORK OF THE CONTRACTOR, ARE FOR INFORMATIONAL PURPOSES ONLY & MAY BE SHOWN TO A LESSER ACCURACY OR TO A LESSER DEGREE OF DETAIL THAN THE REMAINDER OF THE PLANS.
5. ELEVATIONS SHOWN ON THE PLAN & FOLLOWED BY A "±" SYMBOL, INDICATE THAT THE ENGINEER'S INTENTION IS TO MATCH THE EXISTING GRADE OF THE TIE-IN PAVEMENT OR STRUCTURE. THE CONTRACTOR SHALL VERIFY THE ELEVATION AT THESE LOCATIONS & NOTIFY THE ENGINEER IMMEDIATELY, IF THE PLAN ELEVATION VARIES SIGNIFICANTLY.
6. THE OWNER/ENGINEER RESERVE THE RIGHT TO MAKE REASONABLE ADJUSTMENTS IN LINE AND/OR GRADE IN ORDER TO AVOID CONFLICTS WITH NON-RELOCATABLE STRUCTURES OR OTHER UTILITIES. THE CONTRACTOR AGREES TO MAKE SUCH REASONABLE ADJUSTMENTS AT NO COST TO OWNER OR ENGINEER.
7. EXISTING ELECTRICAL LINES ARE LOCATED CLOSE TO THE PROJECT. THE ATTENTION OF THE CONTRACTOR IS DIRECTED TO THE STATE LAW (VERNON'S ANNOTATED TEXAS STATUTES, ARTICLE 1436b) CONCERNING OPERATIONS IN THE VICINITY OF ELECTRICAL LINES & THE NEED FOR EFFECTIVE PRECAUTIONARY MEASURES.
8. THE MUNICIPALITY SHALL PERFORM ALL OPERATION INVOLVING OPENING & CLOSING OF VALVES ON EXISTING PUBLIC WATER MAINS. THE CONTRACTOR SHALL VERIFY MAINS ARE DEAD BEFORE PERFORMING WORK ON EXISTING MAINS.

NOTIFICATION REQUIREMENTS

1. THE CONTRACTOR SHALL GIVE A MINIMUM OF 72 HOURS NOTICE TO THE OWNER, ENGINEER & PERSONS IN CHARGE OF PRIVATE & PUBLIC UTILITIES AFFECTED BY HIS OPERATIONS PRIOR TO COMMENCEMENT OF WORK.
2. AT LEAST 48 HOURS PRIOR TO COMMENCING ANY ACTIVITY FOR A TCEQ REGULATED SANITARY SEWER AND/OR WATER COLLECTION SYSTEM(S), THE CONTRACTOR SHALL NOTIFY THE LOCAL TCEQ'S REGIONAL OFFICE, IN WRITING, OF THE DATE ON WHICH CONSTRUCTION WILL BEGIN.
3. AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION THE CONTRACTOR IS REQUIRED TO NOTIFY TEXAS ONE CALL AT 1-800-245-4545.
4. THE CONTRACTOR SHALL NOTIFY LOCAL EMERGENCY SERVICES (I.E. FIRE, E.M.S. & POLICE) OF ANY CONSTRUCTION ACTIVITIES THAT WOULD AFFECT THE NORMAL FLOW OF TRAFFIC.
5. THE CONTRACTOR SHALL GIVE A MINIMUM OF 48 HOURS NOTICE TO THE ENGINEER & AUTHORIZED TESTING LABORATORY PRIOR TO REQUIRED TESTS.
6. THE CONTRACTOR SHALL GIVE A MINIMUM OF 48 HOURS NOTICE TO THE ENGINEER & THE OWNER PRIOR TO TESTING OF SANITARY SEWER & WATER LINES. INSPECTION BY THE MUNICIPALITY IS REQUIRED FOR ALL TESTING OF SANITARY SEWER & WATER LINES.

CONTRACTOR'S RESPONSIBILITIES

1. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER & THE ENGINEER OF ANY DISCREPANCIES, ERRORS, OR OMISSIONS, DISCOVERED IN THE FIELD OR ON THE PLANS.
2. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER & THE ENGINEER, VERBALLY & IN WRITING, OF ANY FUEL OR TOXIC MATERIAL SPILLS ONTO THE PROJECT/CONSTRUCTION AREA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DISPOSING OF FUELS, WASTE MATERIALS & CONTAMINATED EXCAVATIONS IN A LEGALLY APPROVED MANNER.
3. THE CONTRACTOR SHALL COORDINATE INTERRUPTIONS OF ALL UTILITIES & SERVICES WITH APPLICABLE UTILITY COMPANY, OWNER & TENANT. ALL WORK SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE APPLICABLE UTILITY COMPANY OR AGENCY INVOLVED.
4. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING INGRESS & EGRESS FOR ALL PUBLIC & PRIVATE FACILITIES AT ALL TIMES & FOR ALL WEATHER CONDITIONS, UNLESS OTHERWISE INDICATED ON THE PLANS OR APPROVED BY THE ENGINEER. THE CONTRACTOR SHALL BE REQUIRED TO PROVIDE & MAINTAIN ALL NECESSARY WARNING & SAFETY DEVICES (FLASHING LIGHTS, FLAG MEN, BARRICADES, SIGNS, ETC.) TO PROTECT THE PUBLIC SAFETY & HEALTH UNTIL THE WORK HAS BEEN COMPLETED & ACCEPTED BY THE ENGINEER & OWNER. ALL BARRICADING SHALL BE DONE IN COMPLIANCE WITH THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
6. THE CONTRACTOR SHALL MAINTAIN ALL REGULATORY SIGNS DURING THE CONSTRUCTION PERIOD.
7. THE CONTRACTOR SHALL ASSURE HIMSELF THAT ALL CONSTRUCTION PERMITS HAVE BEEN OBTAINED PRIOR TO COMMENCEMENT OF WORK. REQUIRED PERMITS THAT CAN ONLY BE ISSUED TO CONTRACTOR ARE TO BE OBTAINED AT THE CONTRACTOR'S EXPENSE.
8. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING & MAINTAINING SANITARY FACILITIES ON THIS PROJECT FOR EMPLOYEES.
9. THE CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE FLOW IN DITCHES & STORM SEWERS AT ALL TIMES.
10. THE CONTRACTOR IS RESPONSIBLE FOR DISPOSING OF ALL EXCESS CONSTRUCTION & WASTE MATERIALS. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE LOCAL, STATE, & FEDERAL REQUIREMENTS REGARDING HANDLING & DISPOSAL OF EXCESS & WASTE MATERIAL. THE CONTRACTOR SHALL PAY PARTICULAR ATTENTION TO AREAS AROUND CONCRETE PAVEMENT & STRUCTURES TO ENSURE THAT CONSTRUCTION DEBRIS IS REMOVED & PROPERLY DISPOSED OF PRIOR TO BACK-FILLING & THE APPLICATION OF TOPSOIL. EXCESS SOIL, ROCK OR SPOIL MATERIAL SHALL BE REMOVED FROM THE PROJECT SITE & DISPOSED OF BY THE CONTRACTOR AT HIS EXPENSE.
11. ALL CONSTRUCTION OPERATIONS SHALL BE ACCOMPLISHED IN ACCORDANCE WITH APPLICABLE REGULATIONS OF THE U.S. OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION. COPIES OF OSHA STANDARDS MAY BE PURCHASED FROM THE U.S. GOVERNMENT PRINTING OFFICE. INFORMATION & RELATED REFERENCE MATERIALS MAY BE OBTAINED FROM OSHA, 903 SAN JACINTO, AUSTIN, TEXAS.
12. DESIGN INSTALLATION, MAINTENANCE, & INSPECTION OF TRENCH SAFETY SYSTEMS SHALL BE IN ACCORDANCE WITH THE PROVISIONS OF EXCAVATIONS, TRENCHING & SHORING, FEDERAL OCCUPATION SAFETY & HEALTH ADMINISTRATION (OSHA) STANDARDS, 29CFR, PART 1926, SUBPART P, AS AMENDED, INCLUDING FINAL RULE, PUBLISHED IN THE FEDERAL REGISTER VOL. 209 ON TUESDAY, OCTOBER 31, 1989. TRENCH SAFETY SYSTEMS SHALL ALSO BE IN ACCORDANCE WITH TEXAS HEALTH & SAFETY CODE ANN., 756.021 (VERNON 1991).
13. THE CONTRACTOR SHALL TAKE ALL DUE PRECAUTIONS TO PROTECT EXISTING FACILITIES (INCLUDING BUILDINGS, STRUCTURES, ROADWAYS, PARKING AREAS, DRIVEWAYS, UTILITIES, ETC.) FROM DAMAGE. ANY DAMAGE TO EXISTING FACILITIES INCURRED AS A RESULT OF THE CONSTRUCTION OPERATIONS ARE TO BE REPAIRED IMMEDIATELY BY THE CONTRACTOR TO A CONDITION SIMILAR OR EQUAL TO THAT EXISTING BEFORE THE DAMAGE WAS DONE. REPAIRS SHALL BE MADE TO THE SATISFACTION OF THE FACILITY OWNER & THE ENGINEER AT THE CONTRACTOR'S EXPENSE.
14. THE CONTRACTOR SHALL LOCATE, PROTECT & MAINTAIN BENCHMARKS, MONUMENTS & CONTROL POINTS. THE CONTRACTOR SHALL RE-ESTABLISH DISTURBED OR DESTROYED ITEMS AT HIS EXPENSE. THE RE-ESTABLISHMENT SHALL BE PERFORMED UNDER THE DIRECTION OF A TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR.
15. WATER NECESSARY FOR CONSTRUCTION SHALL BE PROVIDED & PAID FOR BY THE CONTRACTOR. THE CONTRACTOR SHALL ARRANGE FOR A METERED CONNECTION(S) & SHALL PROVIDE THE PROPER EQUIPMENT TO PREVENT CROSS-CONNECTION.
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY CHARGES ASSOCIATED WITH TEMPORARILY SECURING OR TEMPORARILY RELOCATING POWER POLES THAT INTERFERE WITH THE CONSTRUCTION OPERATIONS. THIS DOES NOT APPLY TO THE PERMANENT RELOCATION OF POWER POLES THAT ARE PHYSICALLY IN CONFLICT WITH THE PROPOSED IMPROVEMENTS.
17. THE CONTRACTOR SHALL CLEAR STREETS, SIDEWALKS, DRIVEWAYS, & PARKING LOTS OF ALL CONSTRUCTION MATERIALS, EQUIPMENT, TRAFFIC CONTROL DEVICES, DIRT, & DEBRIS CAUSED BY CONSTRUCTION AT THE END OF EACH CONSTRUCTION PERIOD. ALL OPEN EXCAVATIONS & PITS MUST BE BARRICADED, FENCED, OR PLATED OVER WHEN NOT IN USE.
18. GRAVITY MAINS SHALL BE INSTALLED IN THE UPSTREAM DIRECTION, BEGINNING AT THE LOWEST POINT IN THE SYSTEM. THE CONTRACTOR IS REQUIRED TO VERIFY THE LOCATION, ELEVATION & CONDITION OF THE DOWNSTREAM CONNECTION POINTS & INVESTIGATE ALL POTENTIAL CONFLICTS WITH EXISTING UNDERGROUND UTILITIES, PRIOR TO BEGINNING THE NEW UTILITY INSTALLATION.
19. UTILITY MAINS MUST BE INSTALLED WITH ADEQUATE COVER TO PREVENT FLOATATION & TO SUPPORT CONSTRUCTION LOADS. THE CONTRACTOR SHALL ENSURE THAT ADEQUATE COVER IS MAINTAINED OVER THE UTILITY DURING CONSTRUCTION. IF ADEQUATE COVER CANNOT BE MAINTAINED, THE CONTRACTOR SHALL UTILIZE CLEAN-FILL STABILIZED BACKFILL AND/OR ADDITIONAL TEMPORARY OVERBURDEN TO ACHIEVE THE SAME GOALS.
20. THE CONTRACTOR SHALL PLACE & COMPACT BACK-FILL AS PROMPTLY AS PRACTICAL AFTER COMPLETION OF EACH STRUCTURE OR PORTION OF A STRUCTURE. DO NOT, HOWEVER, PLACE BACK-FILL AGAINST NEWLY CONSTRUCTED CONCRETE WALLS OR SIMILAR STRUCTURES UNTIL CONCRETE HAS CURED AT LEAST 7-DAYS.
21. UNLESS OTHERWISE NOTED ON PLANS OR IN SPECIFICATIONS, THE CONTRACTOR SHALL PLACE & COMPACT BACK-FILL AROUND UTILITY STRUCTURES IN ACCORDANCE WITH APPLICABLE TRENCH ZONE BACKFILL DETAIL FOR UTILITY LINE.
22. ALL DISTURBED AREAS SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION PRIOR TO ACCEPTANCE OF THE PROJECT.

GENERAL NOTE FOR EXISTING UTILITY LOCATIONS:

AN ATTEMPT HAS BEEN MADE TO SHOW THE APPROXIMATE UTILITY LOCATIONS. THE LOCATION OF THOSE SHOWN IS NOT GUARANTEED TO BE ACCURATE OR COMPLETE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE APPROPRIATE UTILITY PRIOR TO ANY EXCAVATION. THE CONTRACTOR SHALL, AT HIS OWN EXPENSE, LOCATE AND PROTECT THE EXISTING UTILITIES, AND IF THEY ARE DAMAGED, HE SHALL REPLACE THEM, AT NO COST TO THE OWNER, AND TO THE SATISFACTION OF THE RESPECTIVE UTILITY COMPANY. BECAUSE THE EXISTING UTILITIES MUST BE KEPT FUNCTIONAL, IT WILL BE NECESSARY THAT THE CONTRACTOR WORK CLOSELY WITH THE RESPECTIVE UTILITY COMPANY.

STORM WATER POLLUTION PREVENTION PLAN

CONTRACTOR SHALL EMPLOY MEASURES AND CONSTRUCTION PRACTICES TO PREVENT EROSION AT OR ADJACENT TO THE PROJECT SITE. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR PROVIDING SWP MEASURES TO COMPLY WITH THE STORM WATER POLLUTION PREVENTION REQUIREMENTS OF LOCAL, STATE, AND FEDERAL REGULATORY AGENCIES INCLUDING, BUT NOT LIMITED TO, THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) AND THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY (EPA). EROSION CONTROL SHALL BEGIN AT THE ONSET OF THE PROJECT (PRIOR TO MOBILIZATION) AND BE MAINTAINED THROUGHOUT THE ENTIRE DURATION OF THE WORK UNTIL FINAL ACCEPTANCE.

ALL PROJECTS FALL UNDER ONE OF THREE CATEGORIES OF SITE DISTURBANCE DEPENDING ON THE TOTAL AREA BEING DISTURBED. THE CONTRACTOR SHALL REVIEW TCEQ GENERAL PERMIT NUMBER TXR150000 RELATING TO DISCHARGES FROM CONSTRUCTION RELATED ACTIVITIES AND IMPLEMENT ALL REQUIRED MEASURES.

PERMITTING

CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS IMMEDIATELY FOLLOWING NOTICE OF AWARD AND ALL NECESSARY PERMITTING SHALL BE INCLUDED WITHIN BASE BID. THE ENGINEER AND OWNER RESERVE THE RIGHT TO MAKE REASONABLE ADJUSTMENTS TO PLANS TO SATISFY ANY UNFORESEEN ISSUE(S) THAT MAY ARISE FROM APPLICABLE PERMIT AGENCIES.

RECORD DRAWING

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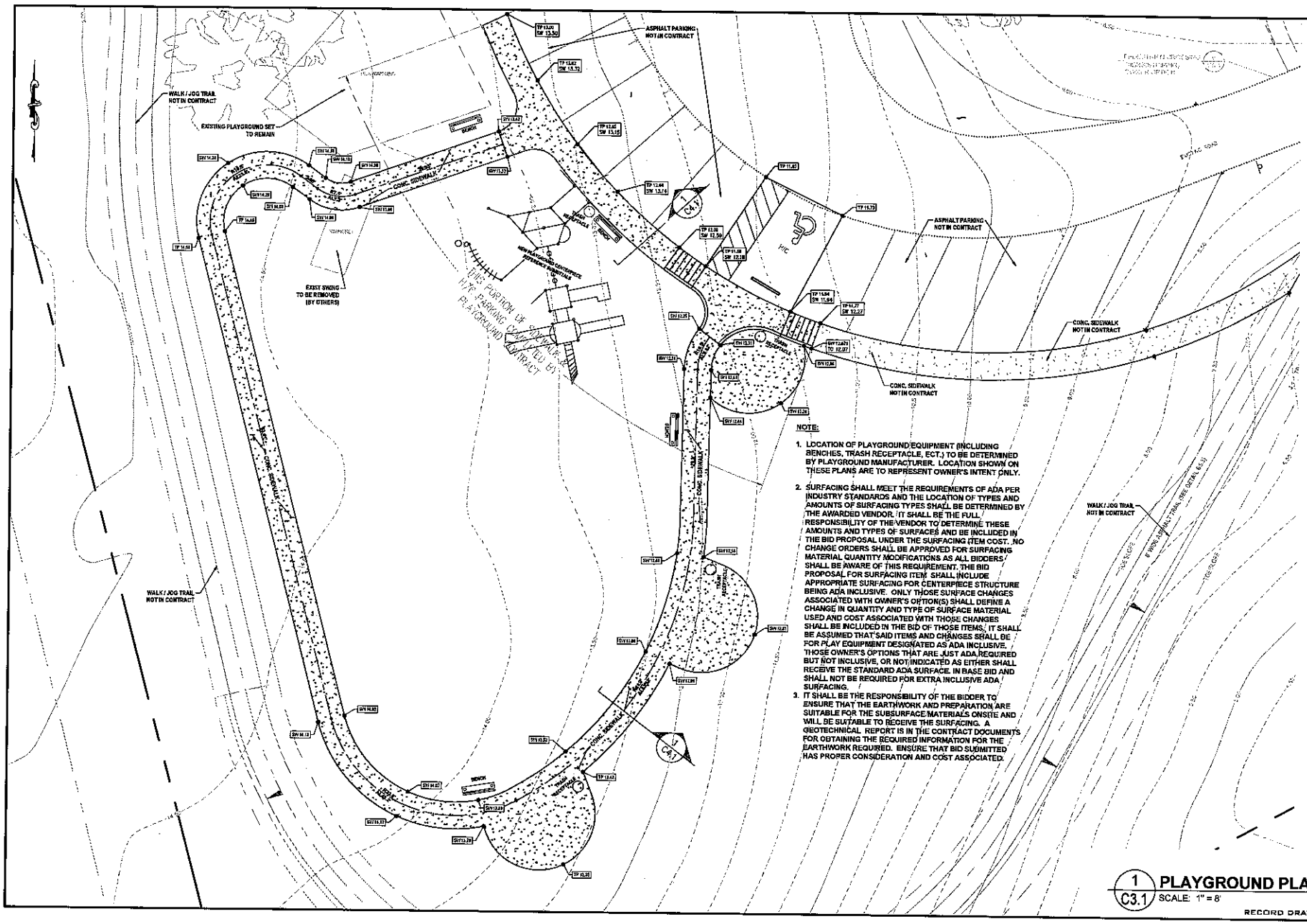
Texas Registered Engineering Firm F-04189
G & W CIVIL ENGINEERS, L.C.
ENGINEERING SURVEYING PLANNING
208 W. Live Oak St. Port Lavaca, Texas 77979 (361)552-4508
1001 7th St., Suite 260 Bay City Texas 77414 (979) 323-9180

INFRASTRUCTURE AT LITTLE CHOC BAYOU PARK
CALHOUN COUNTY, TEXAS
GLO-CDBG-DR

GENERAL NOTES

STATE OF TEXAS
SCOTT P. MASON
127803
LICENSED PROFESSIONAL ENGINEER
08.04.22

PROJECT NO:	5310.011E
SCALE:	AS NTD.
DWN. BY:	SPM
CHK. BY:	SPM
DATE:	08/04/22
SHT. NO.	C2.0



1 C3.1 **PLAYGROUND PLAN**
SCALE: 1" = 8'

RECORD DRAWING

REV.	DATE	DESCRIPTION	BY	CHK.
1	08/04/22	ASBUILT DRAWING	SPM	SPM

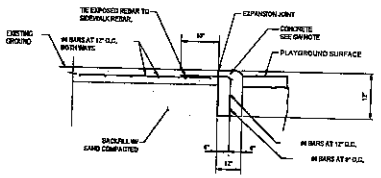
Texas Registered Engineering Firm F-04395
G&W ENGINEERING, INC.
ENGINEERING SURVEYING PLANNING
205 W. Live Oak St. Port Lavaca, Texas 77979 (361)552-4068
1901 7th St., Suite 280 Bay City Texas 77414 (979) 285-7100

INFRASTRUCTURE AT LITTLE CHOC. BAYOU PARK
CALHOUN COUNTY, TEXAS
GLO-CDBG-DR

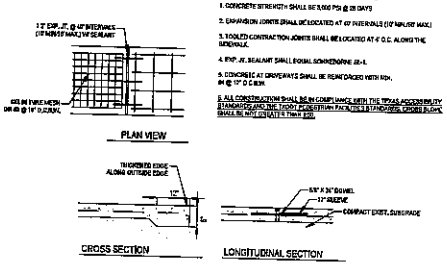
PLAYGROUND EQUIPMENT

STATE OF TEXAS
SCOTT P. MASON
127803
LICENSED PROFESSIONAL ENGINEER
08.04.22

PROJECT NO.	5310.011E
SCALE:	AS NTD.
DWN. BY:	SPM
CHK. BY:	SPM
DATE:	08/04/2022
SHT. NO.	C3.1



1 C4.1 **SIDEWALK / PLAYGROUND CURB**
SCALE: NTS



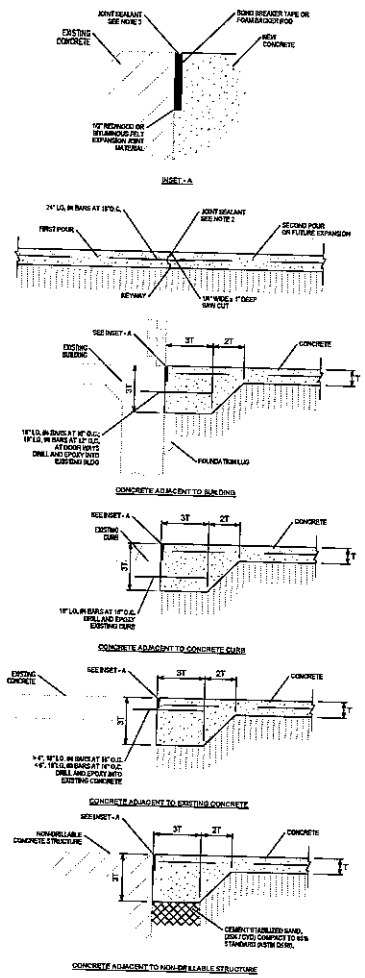
CONCRETE FLATWORK CONSTRUCTION NOTES:

1. CONCRETE STRENGTH SHALL BE 3,000 PSI @ 28 DAYS
2. EXPANSION JOINTS SHALL BE LOCATED AT 40' INTERVALS (1/2" MINIMUM MAX.)
3. TOOLED CONTRACTION JOINTS SHALL BE LOCATED AT 4' O.C. ALONG THE SIDEWALK.
4. EXP. JT. SEALANT SHALL BE DOW CORNING 890-SL
5. CONCRETE AT DRIVEWAYS SHALL BE REINFORCED WITH 6X6 @ 12" O.C.E.W.
6. ALL CONSTRUCTION SHALL BE IN COMPLIANCE WITH THE TEXAS ACCESSIBILITY STANDARDS AND THE TXDOT PEDESTRIAN FACILITIES STANDARDS. CROSS SLOPE SHALL BE NOT GREATER THAN 2%.

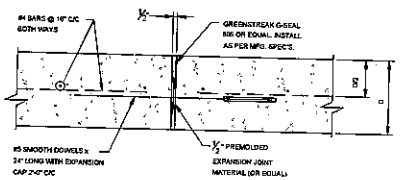
2 C4.1 **SIDEWALK DETAIL**
SCALE: NTS

CONSTRUCTION JOINT GENERAL NOTES

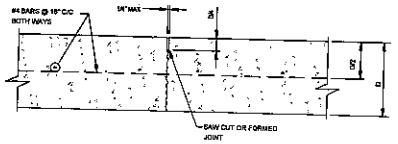
1. CONSTRUCTION JOINTS ARE REQUIRED AT ANY LOCATION WHERE NEW CONCRETE IS PLACED AGAINST EXISTING CONCRETE PAVEMENT OR STRUCTURES. THIS INCLUDES BUILDINGS, PARKING LOTS, SIDEWALKS, PATIOS, CURBS, INLETS, MANHOLES, HEADWALLS, LIGHT POLES, ETC. AND APPLIES TO CONCRETE THAT WAS PLACED EARLIER/COVERING THE PROJECT AND CONCRETE THAT WAS EXISTING PRIOR TO THE START OF THIS PROJECT.
2. CONSTRUCTION JOINTS WITH REINFORCEMENT SHOULD BE PLANNED TO COINCIDE WITH EXPANSION JOINT LOCATIONS, WHEN THIS IS NOT FEASIBLE, THEN A KEYWAY STYLE CONSTRUCTION JOINT SHALL BE UTILIZED. THE LOCATION OF THE KEYWAY CONSTRUCTION JOINT SHALL COINCIDE WITH THE LOCATION OF A PLANNED CONTRACTION JOINT.
3. CONSTRUCTION JOINT SHALL BE SEALED WITH SOMASTON BUILDING PRODUCT, SOMOLASTIC G-II, NONSTAINING, ONE-PART, SELF-LEVELING POLYURETHANE SEALANT OR APPROVED EQUAL. JOINT CLEANING AND PREPARATION SHALL BE IN STRICT ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.



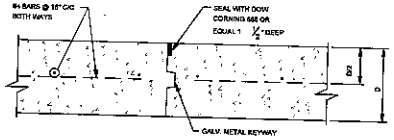
3 C4.1 **CONSTRUCTION JOINT DETAIL**
SCALE: NTS



4 C4.1 **EXPANSION JOINT**
SCALE: NTS



5 C4.1 **CONTRACTION JOINT**
SCALE: NTS



6 C4.1 **CONSTRUCTION JOINT**
SCALE: NTS (IF NEEDED)

RECORD DRAWING

Texas Registered Engineering Firm F-9486
G&W
ENGINEERING SURVEYING PLANNING
205 W. Live Oak St. Port Lavaca, Texas 77979 (361)552-4509
1801 7th St., Suite 250 Bay City Texas 77414 (979) 325-7100

BY	DESCRIPTION	DATE	REV.
SPM	ASBUILT DRAWING	08/04/22	1

INFRASTRUCTURE AT LITTLE CROC BAYOU PARK
CALHOUN COUNTY, TEXAS
GLO-CDBG-DR

STANDARD DETAILS

STATE OF TEXAS
SCOTT J. MASON
127893
LICENSED
PROFESSIONAL ENGINEER
08.04.22

PROJECT NO.	5310.011E
SCALE:	AS NTD.
DWN. BY:	SPM
CHK. BY:	SPM
DATE:	08/04/2022
SHT. NO.	C4.1

22

22. Accept Monthly Report from the following County Office:

    i. Tax Assessor-Collector – July 2022

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

SUMMARY
TAX ASSESSOR-COLLECTOR'S MONTHLY REPORT
JULY 2022

			COLLECTIONS	DISBURSEMENTS
Title Certificate Fees	409		$ 5,382.00	
Title Fees Paid TXDMV				$ 3,337.00
Title Fees Paid County Treasurer Salary Fund				$ 2,045.00
Motor Vehicle Registration Collections			$ 137,200.45	
Disabled Person Fees			$ 20.00	
Postage			$ -	
Global Additonal Collections			$ 7.59	
Paid TXDMV				$ 112,638.78
Paid TXDMV SP				$ 17,729.20
Paid County Treasurer				$ -
Paid County Treasurer Salary Fund				$ 4,936.05
DMV CCARDTRNSFEE	$	1,916.42		$ -
GL Additonal Collections	$	7.59		$ -
GLOBAL (IBC) Credit/Debit Card Fee's				$ 1,794.07
GLOBAL Fees In Excess of Collections				$ 129.94
MERCH SERVICES STATEMENT				$ -
Additional Postage - Vehicle Registration			$ 17.90	
Paid County Treasurer - Additional Postage				$ 17.90
Motor Vehicle Sales & Use Tax Collections			$ 535,142.58	
Paid State Treasurer				$ 535,142.58
Special Road/Bridge Fees Collected			$ 18,980.00	
Paid County Treasurer - R/B Fees				$ 18,980.00
Texas Parks & Wildlife Collections			$ 4,299.00	
TPW GLOBAL CC TRANSACTION FEES			$ 121.69	
GLOBAL ADDITIONAL COLLECTIONS			$ -	
Paid Texas Parks & Wildlife				$ 3,869.10
Paid County Treasurer Salary Fund				$ 429.90
P&W CCARDTRNSFEE	$	121.69		
GLOBAL Additonal Collections	$	-		
GLOBAL (IBC) Credit/Debit Card Fee's				$ 138.42
GLOBAL In Excess/Shortage of Collections				$ (16.73)
Boat/Motor Sales & Use Tax Collections			$ 69,449.73	
Paid State Treasurer				$ 65,977.24
Paid County Treasurer, Salary Fund				$ 3,472.49
TABC 5% CO COMMS FOR MONTH OF			$ -	
TABC 5% CO COMMS FOR MONTH OF			$ -	
Paid County Treasurer, Salary Fund				$ -
County Beer & Wine Collections			$ 835.00	
Paid County Treasurer, County Beer & Wine				$ 793.25
Paid County Treasurer, Salary Fund				$ 41.75
INTEREST EARNED ON OFFICE ACCOUNT			$ 26.99	
Paid County Treasurer, Nav. East				$ 0.01
Paid County Treasurer, all other districts				$ 26.98
INTEREST EARNED ON PARKS AND WILDLIFE ACCOUNT			$ 4.98	
Paid County Treasurer, Interest on P&W Acc				$ 4.98
INTEREST EARNED ON REFUND ACCOUNT			$ 0.05	
Paid County Treasurer, Interest on Refund Acc				$ 0.05

Business Personal Property - Misc. Fees	$	39.13		
Paid County Treasurer			$	39.13
Excess Funds	$	-		
Paid County Treasurer			$	-
Overpayments	$	2.11		
Current Tax Collections	$	198,658.35		
Penalty and Interest - Current Roll	$	7,087.50		
Discount for early payment of taxes			$	1,219.72
Delinquent Tax Collections	$	5,757.14		
Penalty & Interest - Delinquent Roll	$	3,787.35		
Collections for Delinquent Tax Attorney	$	9,017.26		
Advance - FM & L Taxes			$	73.61
Advance - County AdValorem Taxes			$	211,177.21
Paid County Treasurer - Nav. East			$	142.40
Paid County Treasurer - all other Districts			$	2,679.51
Paid County Treasurer - Delinq Tax Atty. Fee			$	9,017.26
Payment in Lieu of Taxes	$	-		
Paid County Treasurer - Navig. East			$	-
Paid County Treasurer - All other Districts			$	-
Special Farmers Fees Collected	$	110.00		
Paid State Treasurer, Farmers Fees			$	110.00
Hot Check Collection Charges	$	-		
Paid County Treasurers, Hot Check Charge			$	-
Overage on Collection/Assessing Fees	$	-		
Paid County Treasurer, overage refunded			$	-
Escheats	$	-		
Paid County Treasurer-escheats			$	-
TOTAL COLLECTIONS	$	995,946.80		
TOTAL DISBURSEMENTS			$	995,946.80
TOTAL OF ABOVE RECEIPTS PAID TO STATE AND COUNTY			$	995,946.80

Kerri Boyd

KERRI BOYD
Tax Assessor-Collector

RICHARD H MEYER
County Judge

23

23. 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 7, 2022 **HEARING TYPE: REGULAR** **BUDGET YEAR: 2022**

FUND NAME GENERAL FUND

FUND NO: 1000

DEPARTMENT NAME: BUILDING MAINTENANCE

DEPARTMENT NO: 170

AMENDMENT NO: 6095 | ***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)
65455	REPAIRS-COURTHOUSE ANNEX II	999	NO GRANT	$0	$0	$4,722	$0	($4,722)
66606	UTILITIES-COURTHOUSE ANNEX	999	NO GRANT	$0	$0	$0	$2,722	$2,722
66621	UTILITIES-COURTHOUSE ANNEX II	999	NO GRANT	$0	$0	$0	$2,000	$2,000
			AMENDMENT NO 6095 TOTAL	**$0**	**$0**	**$4,722**	**$4,722**	**$0**
			BUILDING MAINTENANCE TOTAL	**$0**	**$0**	**$4,722**	**$4,722**	**$0**

DEPARTMENT NAME: COMMISSIONERS COURT

DEPARTMENT NO: 230

AMENDMENT NO: 6088 | ***REQUESTOR: COMMISSIONERS COURT***

AMENDMENT REASON: | **AD VALOREM TAX 1/1/22-9/1/22 DEDUCTED FROM CLOSING COSTS WHICH COUNTY WILL OWE CCAD**

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
63920	MISCELLANEOUS	999	NO GRANT	$0	$0	$0	$1,406	$1,406
73302	LAND	999	NO GRANT	$0	$0	$1,406	$0	($1,406)
			AMENDMENT NO 6088 TOTAL	**$0**	**$0**	**$1,406**	**$1,406**	**$0**
			COMMISSIONERS COURT TOTAL	**$0**	**$0**	**$1,406**	**$1,406**	**$0**

DEPARTMENT NAME: CONSTABLE-PRECINCT #3

DEPARTMENT NO: 600

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, September 7, 2022 HEARING TYPE: REGULAR BUDGET YEAR: 2022

FUND NAME GENERAL FUND *FUND NO: 1000*

DEPARTMENT NAME: CONSTABLE-PRECINCT #3 DEPARTMENT NO: 600

AMENDMENT NO: 6091	*REQUESTOR: CONSTABLE PRECINCT 3*
AMENDMENT REASON:	**TRANSFER TO COVER EXPENSES**

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
53430	LAW ENFORCEMENT SUPPLIES	999	NO GRANT	$0	$0	$609	$0	($609)
63920	MISCELLANEOUS	999	NO GRANT	$0	$0	$0	$410	$410
64850	PRINTING SERVICES	999	NO GRANT	$0	$0	$0	$199	$199
			AMENDMENT NO 6091 TOTAL	**$0**	**$0**	**$609**	**$609**	**$0**
			CONSTABLE-PRECINCT #3 TOTAL	**$0**	**$0**	**$609**	**$609**	**$0**

DEPARTMENT NAME: COUNTY CLERK DEPARTMENT NO: 250

AMENDMENT NO: 6095	*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)
66316	TRAINING TRAVEL OUT OF COUNTY	999	NO GRANT	$0	$0	$271	$0	($271)
66322	TRAINING-REGISTRATION FEES	999	NO GRANT	$0	$0	$0	$271	$271
			AMENDMENT NO 6095 TOTAL	**$0**	**$0**	**$271**	**$271**	**$0**
			COUNTY CLERK TOTAL	**$0**	**$0**	**$271**	**$271**	**$0**

DEPARTMENT NAME: COUNTY TAX COLLECTOR DEPARTMENT NO: 200

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, September 7, 2022 **HEARING TYPE: REGULAR** **BUDGET YEAR: 2022**

FUND NAME GENERAL FUND *FUND NO: 1000*

DEPARTMENT NAME: COUNTY TAX COLLECTOR DEPARTMENT NO: 200

AMENDMENT NO: 6095 | **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)
51540	TEMPORARY	999	NO GRANT	$0	$0	$1,000	$0	($1,000)
51545	PART-TIME EMPLOYEES	999	NO GRANT	$0	$0	$0	$1,000	$1,000
			AMENDMENT NO 6095 TOTAL	**$0**	**$0**	**$1,000**	**$1,000**	**$0**
			COUNTY TAX COLLECTOR TOTAL	**$0**	**$0**	**$1,000**	**$1,000**	**$0**

DEPARTMENT NAME: COUNTY TREASURER DEPARTMENT NO: 210

AMENDMENT NO: 6095 | **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)
50325	DEPUTY COUNTY TREASURER	999	NO GRANT	$0	$0	$0	$400	$400
51540	TEMPORARY	999	NO GRANT	$0	$0	$400	$0	($400)
			AMENDMENT NO 6095 TOTAL	**$0**	**$0**	**$400**	**$400**	**$0**
			COUNTY TREASURER TOTAL	**$0**	**$0**	**$400**	**$400**	**$0**

DEPARTMENT NAME: EMERGENCY MEDICAL SERVICES DEPARTMENT NO: 345

AMENDMENT NO: 6095 | **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)

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, September 7, 2022 **HEARING TYPE: REGULAR** **BUDGET YEAR: 2022**

FUND NAME GENERAL FUND

FUND NO: 1000

DEPARTMENT NAME: EMERGENCY MEDICAL SERVICES

DEPARTMENT NO: 345

AMENDMENT NO: 6095 | ***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)
53980	SUPPLIES/OPERATING EXPENSES	999	NO GRANT	$0	$0	$0	$5,000	$5,000
63530	MACHINERY/EQUIPMENT REPAIRS	999	NO GRANT	$0	$0	$500	$0	($500)
70750	CAPITAL OUTLAY	999	NO GRANT	$0	$0	$4,500	$0	($4,500)
			AMENDMENT NO 6095 TOTAL	**$0**	**$0**	**$5,000**	**$5,000**	**$0**
			EMERGENCY MEDICAL SERVICES TOTAL	**$0**	**$0**	**$5,000**	**$5,000**	**$0**

DEPARTMENT NAME: JAIL

DEPARTMENT NO: 180

AMENDMENT NO: 6094 | ***REQUESTOR: JAIL***

AMENDMENT REASON: | **LINE ITEM TRANSFER TO COVER OVERDRAWN**

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
63640	MAINT.-SECURITY/CAMERAS/INTER	999	NO GRANT	$0	$0	$0	$2,000	$2,000
63920	MISCELLANEOUS	999	NO GRANT	$0	$0	$1,000	$0	($1,000)
66310	TRAINING REGISTRATION FEES/TRA	999	NO GRANT	$0	$0	$1,000	$0	($1,000)
			AMENDMENT NO 6094 TOTAL	**$0**	**$0**	**$2,000**	**$2,000**	**$0**
			JAIL TOTAL	**$0**	**$0**	**$2,000**	**$2,000**	**$0**

DEPARTMENT NAME: LIBRARY

DEPARTMENT NO: 140

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, September 7, 2022 **HEARING TYPE: REGULAR** **BUDGET YEAR: 2022**

FUND NAME GENERAL FUND *FUND NO: 1000*

DEPARTMENT NAME: LIBRARY — DEPARTMENT NO: 140

AMENDMENT NO: 6093	REQUESTOR: LIBRARY
AMENDMENT REASON:	LINE ITEM TRANSFER TO COVER EXPENSE

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
65478	REPAIRS-SEADRIFT LIBRARY	999	NO GRANT	$0	$0	$0	$2,373	$2,373
71345	EQUIPMENT-A/C/HEAT-LIBRARY	999	NO GRANT	$0	$0	$2,373	$0	($2,373)
			AMENDMENT NO 6093 TOTAL	**$0**	**$0**	**$2,373**	**$2,373**	**$0**
			LIBRARY TOTAL	**$0**	**$0**	**$2,373**	**$2,373**	**$0**

DEPARTMENT NAME: ROAD AND BRIDGE-PRECINCT #1 — DEPARTMENT NO: 540

AMENDMENT NO: 6089	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)
60370	BLDG REPAIRS-PARKS	999	NO GRANT	$0	$0	$1,000	$0	($1,000)
60370	BLDG REPAIRS-PARKS	999	NO GRANT	$0	$0	$500	$0	($500)
65458	REPAIRS-FAIRGROUNDS BALL PAR	999	NO GRANT	$0	$0	$0	$1,000	$1,000
65476	REPAIRS-RODEO ARENA	999	NO GRANT	$0	$0	$0	$500	$500
			AMENDMENT NO 6089 TOTAL	**$0**	**$0**	**$1,500**	**$1,500**	**$0**
			ROAD AND BRIDGE-PRECINCT #1 TOTAL	**$0**	**$0**	**$1,500**	**$1,500**	**$0**

DEPARTMENT NAME: ROAD AND BRIDGE-PRECINCT #3 — DEPARTMENT NO: 560

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, September 7, 2022 **HEARING TYPE: REGULAR** **BUDGET YEAR: 2022**

FUND NAME GENERAL FUND

FUND NO: 1000

DEPARTMENT NAME: ROAD AND BRIDGE-PRECINCT #3 **DEPARTMENT NO: 560**

AMENDMENT NO: 6090 | ***REQUESTOR: COMMISSIONER PRECINCT 3***

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)
53210	MACHINERY PARTS/SUPPLIES	999	NO GRANT	$0	$0	$1,000	$0	($1,000)
53540	GASOLINE/OIL/DIESEL/GREASE	999	NO GRANT	$0	$0	$29,000	$0	($29,000)
53580	PIPE	999	NO GRANT	$0	$0	$15,999	$0	($15,999)
53610	BUILDING SUPPLIES/PARTS	999	NO GRANT	$0	$0	$0	$2,000	$2,000
53630	INSECTICIDES/PESTICIDES	999	NO GRANT	$0	$0	$0	$4,000	$4,000
53640	JANITOR SUPPLIES	999	NO GRANT	$0	$0	$0	$999	$999
53992	SUPPLIES-MISCELLANEOUS	999	NO GRANT	$0	$0	$5,000	$0	($5,000)
60520	BUILDING REPAIRS	999	NO GRANT	$0	$0	$0	$5,000	$5,000
62510	EQUIPMENT RENTAL	999	NO GRANT	$0	$0	$0	$4,000	$4,000
63500	MACHINE MAINTENANCE	999	NO GRANT	$0	$0	$0	$3,000	$3,000
63530	MACHINERY/EQUIPMENT REPAIRS	999	NO GRANT	$0	$0	$0	$5,000	$5,000
63920	MISCELLANEOUS	999	NO GRANT	$0	$0	$4,000	$0	($4,000)
70750	CAPITAL OUTLAY	999	NO GRANT	$0	$0	$0	$26,000	$26,000
72400	EQUIPMENT-PARKS	999	NO GRANT	$0	$0	$0	$5,000	$5,000
			AMENDMENT NO 6090 TOTAL	**$0**	**$0**	**$54,999**	**$54,999**	**$0**

AMENDMENT NO: 6095 | ***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)
53510	ROAD & BRIDGE SUPPLIES	999	NO GRANT	$0	$0	$20,183	$0	($20,183)
53550	LUMBER	999	NO GRANT	$0	$0	$0	$1,600	$1,600
53590	SIGNS	999	NO GRANT	$0	$0	$0	$1,866	$1,866
53595	TOOLS	999	NO GRANT	$0	$0	$0	$1,500	$1,500
53995	UNIFORMS	999	NO GRANT	$0	$0	$0	$3,500	$3,500
60520	BUILDING REPAIRS	999	NO GRANT	$0	$0	$0	$1,700	$1,700
63290	LEGAL NOTICES	999	NO GRANT	$0	$0	$0	$99	$99

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, September 7, 2022 **HEARING TYPE: REGULAR** **BUDGET YEAR: 2022**

FUND NAME GENERAL FUND *FUND NO: 1000*

DEPARTMENT NAME: ROAD AND BRIDGE-PRECINCT #3 **DEPARTMENT NO: 560**

AMENDMENT NO: 6095 | ***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)
63350	LEGAL SERVICES	999	NO GRANT	$0	$0	$0	$3,505	$3,505
63500	MACHINE MAINTENANCE	999	NO GRANT	$0	$0	$0	$1,200	$1,200
63530	MACHINERY/EQUIPMENT REPAIRS	999	NO GRANT	$0	$0	$0	$497	$497
63920	MISCELLANEOUS	999	NO GRANT	$0	$0	$7,113	$0	($7,113)
64640	PERMITS	999	NO GRANT	$0	$0	$0	$732	$732
64670	PHYSICALS	999	NO GRANT	$0	$0	$0	$99	$99
64790	POSTAGE	999	NO GRANT	$0	$0	$0	$400	$400
65180	RADIO MAINTENANCE	999	NO GRANT	$0	$0	$0	$799	$799
66498	TRAVEL OUT OF COUNTY	999	NO GRANT	$0	$0	$0	$680	$680
66614	UTILITIES-PARKS	999	NO GRANT	$0	$0	$0	$1,000	$1,000
70750	CAPITAL OUTLAY	999	NO GRANT	$0	$0	$0	$2,873	$2,873
72400	EQUIPMENT-PARKS	999	NO GRANT	$0	$0	$0	$5,246	$5,246
			AMENDMENT NO 6095 TOTAL	**$0**	**$0**	**$27,296**	**$27,296**	**$0**
			ROAD AND BRIDGE-PRECINCT #3 TOTAL	**$0**	**$0**	**$82,295**	**$82,295**	**$0**
			GENERAL FUND TOTAL	***$0***	***$0***	***$101,576***	***$101,576***	***$0***

FUND NAME JUSTICE COURT TECHNOLOGY FUND *FUND NO: 2719*

DEPARTMENT NAME: NO DEPARTMENT **DEPARTMENT NO: 999**

AMENDMENT NO: 6092 | ***REQUESTOR: JUSTICE COURT TECHNOLOGY FUND***

AMENDMENT REASON: | **ADJUST BUDGET FOR MARCH 2022 REVENUES**

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
70751	CAPITAL OUTLAY-JP PCT #1	999	NO GRANT	$0	$0	$248	$0	($248)
70752	CAPITAL OUTLAY-JP PCT #2	999	NO GRANT	$0	$0	$76	$0	($76)

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, September 7, 2022 HEARING TYPE: REGULAR BUDGET YEAR: 2022

FUND NAME JUSTICE COURT TECHNOLOGY FUND *FUND NO: 2719*

DEPARTMENT NAME: NO DEPARTMENT

DEPARTMENT NO: 999

AMENDMENT NO: 6092 | ***REQUESTOR: JUSTICE COURT TECHNOLOGY FUND***

AMENDMENT REASON: | **ADJUST BUDGET FOR MARCH 2022 REVENUES**

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
70753	CAPITAL OUTLAY-JP PCT #3	999	NO GRANT	$0	$0	$34	$0	($34)
70754	CAPITAL OUTLAY-JP PCT #4	999	NO GRANT	$0	$0	$34	$0	($34)
70755	CAPITAL OUTLAY-JP PCT #5	999	NO GRANT	$0	$0	$51	$0	($51)
			AMENDMENT NO 6092 TOTAL	**$0**	**$0**	**$443**	**$0**	**($443)**
			NO DEPARTMENT TOTAL	**$0**	**$0**	**$443**	**$0**	**($443)**

DEPARTMENT NAME: REVENUE

DEPARTMENT NO: 1

AMENDMENT NO: 6092 | ***REQUESTOR: JUSTICE COURT TECHNOLOGY FUND***

AMENDMENT REASON: | **ADJUST BUDGET FOR MARCH 2022 REVENUES**

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
44061	FEES-JUSTICE OF PEACE-PRECINC	999	NO GRANT	$239	$0	$0	$0	$239
44062	FEES-JUSTICE OF PEACE PRECINC	999	NO GRANT	$73	$0	$0	$0	$73
44063	FEES-JUSTICE OF PEACE PRECINC	999	NO GRANT	$33	$0	$0	$0	$33
44064	FEES-JUSTICE OF PEACE PRECINC	999	NO GRANT	$33	$0	$0	$0	$33
44065	FEES-JUSTICE OF PEACE PRECINC	999	NO GRANT	$49	$0	$0	$0	$49
46020	INT INC-JUSTICE SYSTEM	999	NO GRANT	$16	$0	$0	$0	$16
			AMENDMENT NO 6092 TOTAL	**$443**	**$0**	**$0**	**$0**	**$443**
			REVENUE TOTAL	**$443**	**$0**	**$0**	**$0**	**$443**
			JUSTICE COURT TECHNOLOGY FUND TOTAL	***$443***	***$0***	***$443***	***$0***	***$0***
			Grand Total	***$443***	***$0***	***$102,019***	***$101,576***	***$0***

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24. 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 10:26 a.m.

September 7, 2022

2022 APPROVAL LIST - 2022 BUDGET

COMMISSIONERS COURT MEETING OF **09/07/22**

BALANCE BROUGHT FORWARD FROM APPROVAL LIST REPORT **PAGE 32**				$536,076.71
FICA	**PAYROLL 09/02/2022**	P/R	$	55,554.28
MEDICARE	**PAYROLL 09/02/2022**	P/R	$	12,992.64
FWH	**PAYROLL 09/02/2022**	P/R	$	36,574.87
COMBINED INSURANCE C/O PEOPLES UNITED BANK	**SEPTEMBER 2022 PREMIUMS**	P/R	$	1,350.62
NATIONWIDE RETIREMENT SOLUTIONS	**PAYROLL 09/02/2022**	P/R	$	4,220.00
OFFICE OF THE ATTORNEY GENERAL - CHILD SUPPORT	**PAYROLL 09/02/2022**	P/R	$	2,410.41
CITY OF SEADRIFT	**RB4 AUGUST 2022 WATER & SEWER BILL**	A/P	$	86.25
TEXAS ASSOCIATION OF COUNTIES HEBP	**SEPTEMBER 2022 PREMIUMS**	P/R	$	216,114.84
TRUSTMARK	***SEPTEMBER 2022 PREMIUMS***	P/R	$	3,188.34
RELIANCE STANDARD LIFE INS. CO.	***SEPTEMBER 2022 PREMIUMS***		$	5,004.38
VOYAGER	**FUEL USAGE**	A/P	$	24,944.24
FRONTIER	**EMS AUGUST 2022 TELEPHONE BILL**	A/P	$	844.56
		TOTAL VENDOR DISBURSEMENTS:	$	**899,362.14** ✓
		TOTAL AMOUNT FOR APPROVAL:	$	**899,362.14** ✓

MEMORIAL MEDICAL CENTER

COMMISSIONERS COURT APPROVAL LIST FOR ---September 07, 2022

TOTALS TO BE APPROVED - TRANSFERRED FROM ATTACHED PAGES

TOTAL PAYABLES, PAYROLL AND ELECTRONIC BANK PAYMENTS	$	181,708.29
TOTAL TRANSFERS BETWEEN FUNDS	$	315,948.08
TOTAL NURSING HOME UPL EXPENSES	$	857,693.62
TOTAL INTER-GOVERNMENT TRANSFERS	$	-
GRAND TOTAL DISBURSEMENTS APPROVED September 07, 2022	$	1,355,349.99

MEMORIAL MEDICAL CENTER

COMMISSIONERS COURT APPROVAL LIST FOR ---September 07, 2022

PAYABLES AND PAYROLL			
9/1/2022	Weekly Payables	166,573.59	
9/2/2022	HEB-groceries	986.08	
9/6/2022	McKesson-340B Prescription Expense	8,992.97	
9/6/2022	Amerisource Bergen-340B Prescription Expense	1,665.19	
9/6/2022	Payroll Liabilities for supplemental payroll-Payroll Taxes	98.18	
9/6/2022	Supplemental Payroll	547.69	
	Prosperity Electronic Bank Payments		
8/29-9/2/22	Pay Plus-Patient Claims Processing Fee	524.74	
9/2/2022	ExpertPay- child support	2,290.01	
9/2/2022	Authnet Gateway Billing-3rd Party Payor Fee	29.84	
TOTAL PAYABLES, PAYROLL AND ELECTRONIC BANK PAYMENTS			**$ 181,708.29**
TRANSFER BETWEEN FUNDS FROM MMC TO NURSING HOMES			
9/1/2022	MMC Operating to Ashford-correction of NH QIPP payment deposited into MMC Operating	2,990.88	
9/1/2022	MMC Operating to Solera-correction of NH insurance and QIPP payment deposited into MMC Operating	2,376.89	
9/1/2022	MMC Operating to Fort bend-correction of NH insurance and QIPP payment deposited into MMC Operating	1,434.45	
9/1/2022	MMC Operating to Broadmoor-correction of NH QIPP payment deposited into MMC Operating	1,460.49	
9/1/2022	MMC Operating to Crescent-correction of NH insurance and QIPP payment deposited into MMC Operating in error	12,710.52	
9/1/2022	MMC Operating to Golden Creek-correction of NH insurance and QIPP payment deposited into MMC Operating in error	78,895.06	
9/1/2022	MMC Operating to Gulf Pointe Plaza -correction of NH insurance and QIPP payment deposited into MMC Operating	40,698.82	
9/1/2022	MMC Operating to Tuscany Village-correction of NH insurance and QIPP payment deposited into MMC Operating	73,296.25	
9/1/2022	MMC Operating to Bethany-correction of NH insurance payment deposited into MMC Operating in error	100,737.38	
MEDICARE ADVANCE PAYMENT RECOUP			
9/6/2022	Crescent to Bethany-correction of Crecent medicare recoup taken from Bethany	1,347.34	
TOTAL TRANSFERS BETWEEN FUNDS			**$ 315,948.08**
NURSING HOME UPL EXPENSES			
9/6/2022	Nursing Home UPL-Cantex Transfer	419,010.55	
9/6/2022	Nursing Home UPL-Nexion Transfer	64,119.68	
9/6/2022	Nursing Home UPL-HMG Transfer	34,270.79	
9/6/2022	Nursing Home UPL-Tuscany Transfer	88,250.82	
9/6/2022	Nursing Home UPL-HSL Transfer	120,822.50	
QIPP CHECKS TO MMC			
9/6/2022	Ashford	41,717.42	
9/6/2022	Broadmoor	17,477.09	
9/6/2022	Crescent	13,999.79	
9/6/2022	Fort Bend	16,883.28	
9/6/2022	Solera	16,565.06	
9/6/2022	Tuscany	24,576.64	
TOTAL NURSING HOME UPL EXPENSES			**$ 857,693.62**
TOTAL INTER-GOVERNMENT TRANSFERS			**$ -**
GRAND TOTAL DISBURSEMENTS APPROVED September 07, 2022			**$ 1,355,349.99**

RECEIVED BY THE
COUNTY AUDITOR ON

SEP 01 2022

09/01/2022

CALHOUN COUNTY, TEXAS

MEMORIAL MEDICAL CENTER
AP Open Invoice List
Due Dates Through: 09/22/2022

0
ap_open_invoice.template

Vendor#	Vendor Name	Class	Pay Code
R1200	ADT COMMERCIAL		

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
146660484	FIRE MONITORING	08/31/20	08/03/20	08/28/20		53.61	0.00	0.00	53.61

Vendor Totals	Number	Name	Gross	Discount	No-Pay	Net
	R1200	ADT COMMERCIAL	53.61	0.00	0.00	53.61

Vendor#	Vendor Name	Class	Pay Code
A2218	AQUA BEVERAGE COMPANY	M	

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
135575	WATER	08/31/20	06/15/20	07/10/20		207.00	0.00	0.00	207.00
212811	WATER	08/31/20	07/06/20	07/31/20		55.95	0.00	0.00	55.95
212785	WATER	08/31/20	07/06/20	07/31/20		15.99	0.00	0.00	15.99
217964	FEE	08/31/20	07/31/20	08/25/20		10.00	0.00	0.00	10.00
217904	FEE	08/31/20	07/31/20	08/25/20		10.00	0.00	0.00	10.00
218210	WATER	08/31/20	08/03/20	08/28/20		55.95	0.00	0.00	55.95
218184	WATER	08/31/20	08/03/20	08/28/20		25.98	0.00	0.00	25.98

Vendor Totals	Number	Name	Gross	Discount	No-Pay	Net
	A2218	AQUA BEVERAGE COMPANY	~~380.87~~ 370.87	0.00	0.00	~~380.87~~ 370.87

Vendor#	Vendor Name	Class	Pay Code
14088	AZALEA HEALTH		

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
78169	MONTHLY PROCESSING	08/31/20	09/01/20	09/01/20		550.00	0.00	0.00	550.00

Vendor Totals	Number	Name	Gross	Discount	No-Pay	Net
	14088	AZALEA HEALTH	550.00	0.00	0.00	550.00

Vendor#	Vendor Name	Class	Pay Code
B1150	BAXTER HEALTHCARE	W	

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
76225568	LEASE	08/31/20	08/22/20	09/16/20		2,367.50	0.00	0.00	2,367.50
76225563	LEASE	08/31/20	08/22/20	09/16/20		629.50	0.00	0.00	629.50

Vendor Totals	Number	Name	Gross	Discount	No-Pay	Net
	B1150	BAXTER HEALTHCARE	2,997.00	0.00	0.00	2,997.00

Vendor#	Vendor Name	Class	Pay Code
B1220	BECKMAN COULTER INC	M	

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
110050566	SUPPLIES	08/17/20	08/01/20	08/26/20		1,237.32	0.00	0.00	1,237.32

Vendor Totals	Number	Name	Gross	Discount	No-Pay	Net

	B1220 BECKMAN COULTER INC				1,237.32	0.00	0.00	1,237.32
Vendor#	Vendor Name			Class	Pay Code			
B1320	BEEKLEY CORPORATION			M				
	Invoice#	Comment	Tran Dt Inv Dt Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
	INV1530894	SUPPLIES	08/01/20 05/24/20 06/24/20		131.95	0.00	0.00	131.95
	Vendor Totals	Number Name			Gross	Discount	No-Pay	Net
		B1320 BEEKLEY CORPORATION			131.95	0.00	0.00	131.95
Vendor#	Vendor Name			Class	Pay Code			
12740	BUILDING KID STEPS							
	Invoice#	Comment	Tran Dt Inv Dt Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
	JULY2022B	JULY SPEECH THERAPY	08/31/20 08/26/20 09/10/20		602.00	0.00	0.00	602.00
	JULY2022A	JULY SPEECH THERAPY	08/31/20 08/26/20 09/10/20		1,052.00	0.00	0.00	1,052.00
	JULY2022	JULY SPEECH THERAPY	08/31/20 08/26/20 09/10/20		1,026.00	0.00	0.00	1,026.00
	Vendor Totals	Number Name			Gross	Discount	No-Pay	Net
		12740 BUILDING KID STEPS			2,680.00	0.00	0.00	2,680.00
Vendor#	Vendor Name			Class	Pay Code			
C1048	CALHOUN COUNTY			W				
	Invoice#	Comment	Tran Dt Inv Dt Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
	082422	FUEL	08/31/20 08/24/20 09/01/20		146.31	0.00	0.00	146.31
	Vendor Totals	Number Name			Gross	Discount	No-Pay	Net
		C1048 CALHOUN COUNTY			146.31	0.00	0.00	146.31
Vendor#	Vendor Name			Class	Pay Code			
14064	CAPITAL ONE							
	Invoice#	Comment	Tran Dt Inv Dt Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
	1643682736	SUPPLIES	08/30/20 08/19/20 09/13/20		448.18	0.00	0.00	448.18
	Vendor Totals	Number Name			Gross	Discount	No-Pay	Net
		14064 CAPITAL ONE			448.18	0.00	0.00	448.18
Vendor#	Vendor Name			Class	Pay Code			
C1325	CARDINAL HEALTH 414, INC.			W				
	Invoice#	Comment	Tran Dt Inv Dt Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
	8002927427	SUPPLIES	08/31/20 08/06/20 08/31/20		1,061.83	0.00	0.00	1,061.83
	Vendor Totals	Number Name			Gross	Discount	No-Pay	Net
		C1325 CARDINAL HEALTH 414, INC.			1,061.83	0.00	0.00	1,061.83
Vendor#	Vendor Name			Class	Pay Code			
14260	CAREFUSION SOLUTIONS, LLC							
	Invoice#	Comment	Tran Dt Inv Dt Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
	10019280907	MAITENANCE	08/31/20 08/08/20 09/01/20		1,788.00	0.00	0.00	1,788.00
	Vendor Totals	Number Name			Gross	Discount	No-Pay	Net
		14260 CAREFUSION SOLUTIONS, LLC			1,788.00	0.00	0.00	1,788.00
Vendor#	Vendor Name			Class	Pay Code			
13028	CAVALLO ENERGY TEXAS LLC							
	Invoice#	Comment	Tran Dt Inv Dt Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
	18026226		08/31/20 08/18/20 09/18/20		726.58	0.00	0.00	726.58

	ELECTRICITY								
	18026227		08/31/20	08/18/20	09/19/20	17.05	0.00	0.00	17.05
	ELECTRICITY								
	18026225		08/31/20	08/18/20	09/19/20	1,877.63	0.00	0.00	1,877.63
	ELECTRICITY								
	Vendor Totals	Number	Name			Gross	Discount	No-Pay	Net
		13028	CAVALLO ENERGY TEXAS LLC			2,621.26	0.00	0.00	2,621.26
Vendor#	Vendor Name				Class	Pay Code			
C1992	CDW GOVERNMENT, INC.				M				
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D Pay	Gross	Discount	No-Pay	Net
	CB40509		08/31/20	08/11/20	09/10/20		264.77	0.00	0.00	264.77
	SUPPLIES								
	Vendor Totals	Number	Name				Gross	Discount	No-Pay	Net
		C1992	CDW GOVERNMENT, INC.				264.77	0.00	0.00	264.77
Vendor#	Vendor Name				Class	Pay Code			
C1390	CENTRAL DRUG				W				
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D Pay	Gross	Discount	No-Pay	Net
	071122		08/31/20	07/11/20	08/10/20		14.55	0.00	0.00	14.55
	INVENTORY								
	Vendor Totals	Number	Name				Gross	Discount	No-Pay	Net
		C1390	CENTRAL DRUG				14.55	0.00	0.00	14.55
Vendor#	Vendor Name				Class	Pay Code			
13264	CERVEY, LLC								
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D Pay	Gross	Discount	No-Pay	Net
	17548		08/31/20	08/16/20	09/10/20		1,699.00	0.00	0.00	1,699.00
	LICENSE FEE								
	Vendor Totals	Number	Name				Gross	Discount	No-Pay	Net
		13264	CERVEY, LLC				1,699.00	0.00	0.00	1,699.00
Vendor#	Vendor Name				Class	Pay Code			
13336	COCA COLA SOUTHWEST BEVERAGES								
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D Pay	Gross	Discount	No-Pay	Net
	24165201121		08/23/20	08/17/20	09/16/20		715.28	0.00	0.00	715.28
	BEVERAGES								
	24165201122		08/23/20	08/17/20	09/16/20		-125.00	0.00	0.00	-125.00
	CREDIT								
	Vendor Totals	Number	Name				Gross	Discount	No-Pay	Net
		13336	COCA COLA SOUTHWEST BEVERAGES				590.28	0.00	0.00	590.28
Vendor#	Vendor Name				Class	Pay Code			
11030	COMBINED INSURANCE								
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D Pay	Gross	Discount	No-Pay	Net
	083122		08/31/20	08/31/20	09/01/20		612.18	0.00	0.00	612.18
	PAYROLL DEDUCT								
	Vendor Totals	Number	Name				Gross	Discount	No-Pay	Net
		11030	COMBINED INSURANCE				612.18	0.00	0.00	612.18
Vendor#	Vendor Name				Class	Pay Code			
10646	COVIDIEN								
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D Pay	Gross	Discount	No-Pay	Net
	5866607632		08/11/20	07/20/20	08/20/20		501.26	0.00	0.00	501.26
	SUPPLIES								
	5866848436		08/31/20	08/19/20	09/18/20		765.78	0.00	0.00	765.78
	SUPPLIES								

Vendor Totals	Number	Name				Gross	Discount	No-Pay	Net
	10646	COVIDIEN				1,267.04	0.00	0.00	1,267.04
Vendor#	Vendor Name			Class	Pay Code				
D1150	DATEX OHMEDA, INC.			M					
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D Pay	Gross	Discount	No-Pay	Net
63664483	PCA POWER BOARD WARME	08/31/20	08/17/20	08/31/20		1,015.40	0.00	0.00	1,015.40
Vendor Totals	Number	Name				Gross	Discount	No-Pay	Net
	D1150	DATEX OHMEDA, INC.				1,015.40	0.00	0.00	1,015.40
Vendor#	Vendor Name			Class	Pay Code				
10368	DEWITT POTH & SON								
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D Pay	Gross	Discount	No-Pay	Net
6905010	SUPPLIES	08/31/20	08/16/20	09/10/20		236.54	0.00	0.00	236.54
6909440	SUPPLIES	08/31/20	08/17/20	09/11/20		135.64	0.00	0.00	135.64
6900751	SUPPLIES	08/31/20	08/17/20	09/11/20		63.92	0.00	0.00	63.92
6909700	SUPPLIES	08/31/20	08/17/20	09/11/20		329.87	0.00	0.00	329.87
6910820	SUPPLIES	08/31/20	08/18/20	09/12/20		36.56	0.00	0.00	36.56
6909701	SUPPLIES	08/31/20	08/18/20	09/12/20		12.36	0.00	0.00	12.36
6913970	SUPPLIES	08/31/20	08/19/20	09/13/20		195.89	0.00	0.00	195.89
6900752	SUPPLIES	08/31/20	08/22/20	09/16/20		15.46	0.00	0.00	15.46
Vendor Totals	Number	Name				Gross	Discount	No-Pay	Net
	10368	DEWITT POTH & SON				1,026.24	0.00	0.00	1,026.24
Vendor#	Vendor Name			Class	Pay Code				
11291	DOWELL PEST CONTROL								
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D Pay	Gross	Discount	No-Pay	Net
11379	PEST CONTROL	08/31/20	08/11/20	09/05/20		160.00	0.00	0.00	160.00
11458	PEST CONTROL	08/31/20	08/16/20	09/10/20		95.00	0.00	0.00	95.00
Vendor Totals	Number	Name				Gross	Discount	No-Pay	Net
	11291	DOWELL PEST CONTROL				255.00	0.00	0.00	255.00
Vendor#	Vendor Name			Class	Pay Code				
11284	EMERGENCY STAFFING SOLUTIONS								
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D Pay	Gross	Discount	No-Pay	Net
41486	PHYSICIAN SERVICES (Nu-Tow)	08/31/20	08/31/20	09/10/20		40,062.50	0.00	0.00	40,062.50
Vendor Totals	Number	Name				Gross	Discount	No-Pay	Net
	11284	EMERGENCY STAFFING SOLUTIONS				40,062.50	0.00	0.00	40,062.50
Vendor#	Vendor Name			Class	Pay Code				
10689	FASTHEALTH CORPORATION								
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D Pay	Gross	Discount	No-Pay	Net
08A22MMC	WEBSITE	08/31/20	08/01/20	08/16/20		495.00	0.00	0.00	495.00

Vendor Totals	Number	Name				Gross	Discount	No-Pay	Net
	10689	FASTHEALTH CORPORATION				495.00	0.00	0.00	495.00
Vendor#	Vendor Name			Class	Pay Code				
F1400	FISHER HEALTHCARE			M					
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D Pay Gross	Discount	No-Pay	Net
	4614039	SUPPLIES	08/01/20	07/14/20	08/08/20	348.01	0.00	0.00	348.01
	5196242	SUPPLIES	08/11/20	08/03/20	08/28/20	672.74	0.00	0.00	672.74
	5402217	SUPPLIES	08/24/20	08/10/20	09/04/20	94.98	0.00	0.00	94.98
	9121231	SUPPLIES	08/31/20	02/03/20	02/28/20	1,213.23	0.00	0.00	1,213.23
	5443537	SUPPLIES	08/31/20	08/11/20	09/05/20	190.15	0.00	0.00	190.15
	5483048	SUPPLIES	08/31/20	08/12/20	09/06/20	143.87	0.00	0.00	143.87
	5564057	SUPPLIES	08/31/20	08/16/20	09/10/20	267.28	0.00	0.00	267.28
	5606375	SUPPLIES	08/31/20	08/17/20	09/11/20	474.62	0.00	0.00	474.62
Vendor Totals	Number	Name				Gross	Discount	No-Pay	Net
	F1400	FISHER HEALTHCARE				3,404.88	0.00	0.00	3,404.88
Vendor#	Vendor Name			Class	Pay Code				
11183	FRONTIER								
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D Pay Gross	Discount	No-Pay	Net
	081922	PHONE	08/31/20	08/19/20	09/12/20	71.09	0.00	0.00	71.09
	082322	PHONE	08/31/20	08/23/20	09/16/20	32.46	0.00	0.00	32.46
Vendor Totals	Number	Name				Gross	Discount	No-Pay	Net
	11183	FRONTIER				103.55	0.00	0.00	103.55
Vendor#	Vendor Name			Class	Pay Code				
12636	FUSION CLOUD SERVICES, LLC								
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D Pay Gross	Discount	No-Pay	Net
	28632098	PHONE	08/31/20	08/16/20	09/15/20	1,067.77	0.00	0.00	1,067.77
Vendor Totals	Number	Name				Gross	Discount	No-Pay	Net
	12636	FUSION CLOUD SERVICES, LLC				1,067.77	0.00	0.00	1,067.77
Vendor#	Vendor Name			Class	Pay Code				
12404	GE PRECISION HEALTHCARE, LLC								
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D Pay Gross	Discount	No-Pay	Net
	6001890935	CONTRACT	08/30/20	07/01/20	07/31/20	868.16	0.00	0.00	868.16
	6001933933	CONTRACT	08/30/20	09/01/20	10/01/20	3,588.58	0.00	0.00	3,588.58
	6001957436	CONTRACT	08/30/20	10/01/20	10/31/20	868.16	0.00	0.00	868.16
	6002048811	CONTRACT	08/30/20	02/01/20	03/03/20	5,665.83	0.00	0.00	5,665.83
	6002109433		08/30/20	04/18/20	05/18/20	-878.94	0.00	0.00	-878.94

CREDIT

Vendor Totals	Number	Name	Gross	Discount	No-Pay	Net
	12404	GE PRECISION HEALTHCARE, LLC	10,111.79	0.00	0.00	10,111.79

Vendor#	Vendor Name	Class	Pay Code
10901	GENESIS DIAGNOSTICS		

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay	Gross	Discount	No-Pay	Net
52821	SUPPLIES	08/01/20	01/25/20	02/24/20			121.96	0.00	0.00	121.96

Vendor Totals	Number	Name	Gross	Discount	No-Pay	Net
	10901	GENESIS DIAGNOSTICS	121.96	0.00	0.00	121.96

Vendor#	Vendor Name	Class	Pay Code
10956	GETINGE USA SALES LLC		

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay	Gross	Discount	No-Pay	Net
6991958801	SUPPLIES	08/31/20	07/20/20	08/31/20			51.53	0.00	0.00	51.53

Vendor Totals	Number	Name	Gross	Discount	No-Pay	Net
	10956	GETINGE USA SALES LLC	51.53	0.00	0.00	51.53

Vendor#	Vendor Name	Class	Pay Code
14548	GREAT LAKES WEST LLC		

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay	Gross	Discount	No-Pay	Net
VZ0867	HAND SINK	08/31/20	04/30/20	05/30/20			1,080.00	0.00	0.00	1,080.00

Vendor Totals	Number	Name	Gross	Discount	No-Pay	Net
	14548	GREAT LAKES WEST LLC	1,080.00	0.00	0.00	1,080.00

Vendor#	Vendor Name	Class	Pay Code
11984	GUERBET, LLC		

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay	Gross	Discount	No-Pay	Net
33230768	SUPPLIES	08/31/20	08/22/20	08/31/20			700.00	0.00	0.00	700.00

Vendor Totals	Number	Name	Gross	Discount	No-Pay	Net
	11984	GUERBET, LLC	700.00	0.00	0.00	700.00

Vendor#	Vendor Name	Class	Pay Code
G0401	GULF COAST DELIVERY		

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay	Gross	Discount	No-Pay	Net
083122		08/31/20	08/31/20	09/15/20			125.00	0.00	0.00	125.00

Vendor Totals	Number	Name	Gross	Discount	No-Pay	Net
	G0401	GULF COAST DELIVERY	125.00	0.00	0.00	125.00

Vendor#	Vendor Name	Class	Pay Code
G1210	GULF COAST PAPER COMPANY	M	

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay	Gross	Discount	No-Pay	Net
2258216	SUPPLIES	08/01/20	07/12/20	08/11/20			978.49	0.00	0.00	978.49
2266264	SUPPLIES	08/17/20	08/02/20	09/01/20			1,332.45	0.00	0.00	1,332.45
2267776	SUPPLIES	08/17/20	08/05/20	09/04/20			77.63	0.00	0.00	77.63
2272279	SUPPLIES	08/31/20	08/16/20	09/15/20			25.90	0.00	0.00	25.90
2272282	SUPPLIES	08/31/20	08/16/20	09/15/20			773.10	0.00	0.00	773.10

2275849	08/31/20 08/23/20 09/22/20		760.00	0.00	0.00	760.00
SUPPLIES							
Vendor Totals Number	Name		Gross	Discount	No-Pay	Net
G1210	GULF COAST PAPER COMPANY		3,947.57	0.00	0.00	3,947.57
Vendor# Vendor Name		Class	Pay Code			
10829 HEALTHSTREAM, INC.						
Invoice# Comment	Tran Dt Inv Dt Due Dt Check D	Pay	Gross	Discount	No-Pay	Net
0299488	08/31/20 08/12/20 09/11/20		9.15	0.00	0.00	9.15
HSTREAM						
Vendor Totals Number	Name		Gross	Discount	No-Pay	Net
10829	HEALTHSTREAM, INC.		9.15	0.00	0.00	9.15
Vendor# Vendor Name		Class	Pay Code			
H1269 HENRY SCHEIN INC.						
Invoice# Comment	Tran Dt Inv Dt Due Dt Check D	Pay	Gross	Discount	No-Pay	Net
22145302	08/01/20 06/22/20 07/21/20		43.05	0.00	0.00	43.05
SUPPLIES						
Vendor Totals Number	Name		Gross	Discount	No-Pay	Net
H1269	HENRY SCHEIN INC.		43.05	0.00	0.00	43.05
Vendor# Vendor Name		Class	Pay Code			
I1260 INTOXIMETERS INC		M				
Invoice# Comment	Tran Dt Inv Dt Due Dt Check D	Pay	Gross	Discount	No-Pay	Net
71163	08/01/20 07/12/20 08/06/20		240.00	0.00	0.00	240.00
SUPPLIES						
Vendor Totals Number	Name		Gross	Discount	No-Pay	Net
I1260	INTOXIMETERS INC		240.00	0.00	0.00	240.00
Vendor# Vendor Name		Class	Pay Code			
11200 IRON MOUNTAIN						
Invoice# Comment	Tran Dt Inv Dt Due Dt Check D	Pay	Gross	Discount	No-Pay	Net
GTYT406	08/31/20 07/26/20 08/25/20		673.86	0.00	0.00	673.86
SHREDDING						
Vendor Totals Number	Name		Gross	Discount	No-Pay	Net
11200	IRON MOUNTAIN		673.86	0.00	0.00	673.86
Vendor# Vendor Name		Class	Pay Code			
J0150 J & J HEALTH CARE SYSTEMS, INC						
Invoice# Comment	Tran Dt Inv Dt Due Dt Check D	Pay	Gross	Discount	No-Pay	Net
930644319	08/24/20 08/18/20 09/17/20		1,952.88	0.00	0.00	1,952.88
SUPPLIES						
Vendor Totals Number	Name		Gross	Discount	No-Pay	Net
J0150	J & J HEALTH CARE SYSTEMS, INC		1,952.88	0.00	0.00	1,952.88
Vendor# Vendor Name		Class	Pay Code			
11812 ~~JACOB HAMILTON, PT, DPT~~						
Invoice# Comment	Tran Dt Inv Dt Due Dt Check D	Pay	Gross	Discount	No-Pay	Net
083122	08/31/20 08/31/20 09/05/20		1,571.03	0.00	0.00	1,571.03
REIMBURSEMENT						
Vendor Totals Number	Name		Gross	Discount	No-Pay	Net
11812	JACOB HAMILTON, PT, DPT		1,571.03	0.00	0.00	1,571.03
Vendor# Vendor Name		Class	Pay Code			
K0530 KCI USA		M				
Invoice# Comment	Tran Dt Inv Dt Due Dt Check D	Pay	Gross	Discount	No-Pay	Net
31178447	08/31/20 07/05/20 08/05/20		806.33	0.00	0.00	806.33
SUPPLIES						

31169459	08/31/20 07/12/20 08/12/20		1,128.54	0.00	0.00	1,128.54
	VAC ULTA THERAPY					
Vendor Totals	Number	Name	Gross	Discount	No-Pay	Net
	K0530	KCI USA	1,934.87	0.00	0.00	1,934.87

Vendor#	Vendor Name	Class	Pay Code
L1288	LANGUAGE LINE SERVICES	W	

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay	Gross	Discount	No-Pay	Net
10228470		08/30/20	04/30/20	05/25/20			36.12	0.00	0.00	36.12
	INTERPRETATION									
10266475		08/30/20	06/30/20	07/25/20			10.32	0.00	0.00	10.32
	INTERPRETATION									
10340826		08/30/20	09/30/20	10/25/20			4.30	0.00	0.00	4.30
	INTERPRETATION									
10386956		08/30/20	10/31/20	11/25/20			3.44	0.00	0.00	3.44
	INTERPRETATION									
10470183		08/30/20	02/28/20	03/25/20			138.46	0.00	0.00	138.46
	INTERPRETATION									
10493094		08/30/20	03/31/20	04/25/20			79.98	0.00	0.00	79.98
	INTERPRETATION									
10556596		08/30/20	05/31/20	06/25/20			33.54	0.00	0.00	33.54
	INTERPRETATION									
10512765		08/30/20	05/31/20	06/25/20			24.08	0.00	0.00	24.08
	INTERPRETATION									
10579119		08/30/20	06/30/20	07/25/20			141.04	0.00	0.00	141.04
	INTERPRETATION									
10599625		08/30/20	07/31/20	08/25/20			24.08	0.00	0.00	24.08
	INTERPRETATION									

Vendor Totals	Number	Name	Gross	Discount	No-Pay	Net
	L1288	LANGUAGE LINE SERVICES	495.36	0.00	0.00	495.36

Vendor#	Vendor Name	Class	Pay Code
14244	LONESTAR COMMUNICATIONS, IN		

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay	Gross	Discount	No-Pay	Net
109766		08/31/20	05/19/20	06/19/20			675.00	0.00	0.00	675.00
	SERVICE CALL									

Vendor Totals	Number	Name	Gross	Discount	No-Pay	Net
	14244	LONESTAR COMMUNICATIONS, IN	675.00	0.00	0.00	675.00

Vendor#	Vendor Name	Class	Pay Code
10972	M G TRUST		

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay	Gross	Discount	No-Pay	Net
082522		08/31/20	08/25/20	09/01/20			640.86	0.00	0.00	640.86
	PAYROLL DEDUCT									

Vendor Totals	Number	Name	Gross	Discount	No-Pay	Net
	10972	M G TRUST	640.86	0.00	0.00	640.86

Vendor#	Vendor Name	Class	Pay Code
J1350	M.C. JOHNSON COMPANY INC	M	

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay	Gross	Discount	No-Pay	Net
00391399		08/24/20	08/16/20	09/16/20			95.33	0.00	0.00	95.33
	SUPPLIES									

Vendor Totals	Number	Name	Gross	Discount	No-Pay	Net
	J1350	M.C. JOHNSON COMPANY INC	95.33	0.00	0.00	95.33

Vendor#	Vendor Name	Class	Pay Code

M1511 MARKETLAB, INC W

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay	Gross	Discount	No-Pay	Net
IN01740170	SUPPLIES	08/31/20	08/12/20	09/11/20			401.35	0.00	0.00	401.35

Vendor Totals	Number	Name	Gross	Discount	No-Pay	Net
	M1511	MARKETLAB, INC	401.35	0.00	0.00	401.35

Vendor# Vendor Name Class Pay Code

M2178 MCKESSON MEDICAL SURGICAL INC

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay	Gross	Discount	No-Pay	Net
19570358	SUPPLIES	08/01/20	07/11/20	07/26/20			437.41	0.00	0.00	437.41
19598856	SUPPLIES	08/01/20	07/18/20	08/02/20			437.41	0.00	0.00	437.41
19734124	SUPPLIES	08/31/20	08/23/20	09/07/20			95.15	0.00	0.00	95.15

Vendor Totals	Number	Name	Gross	Discount	No-Pay	Net
	M2178	MCKESSON MEDICAL SURGICAL INC	969.97	0.00	0.00	969.97

Vendor# Vendor Name Class Pay Code

11141 MEDICAL DATA SYSTEMS, INC.

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay	Gross	Discount	No-Pay	Net
170959	EXTENDED BUSINSESS SERV	08/31/20	05/31/20	06/25/20			15.53	0.00	0.00	15.53
171885	EXTENDED BUSINESS SERV	08/31/20	06/30/20	07/25/20			47.84	0.00	0.00	47.84
172621	COLLECTION FEES	08/31/20	06/30/20	07/25/20			1,514.14	0.00	0.00	1,514.14
172620	COLLECTION FEES	08/31/20	06/30/20	07/25/20			547.06	0.00	0.00	547.06
173080	COLLECTION FEES	08/31/20	07/31/20	08/25/20			827.20	0.00	0.00	827.20
173081	COLLECTION FEES	08/31/20	07/31/20	08/25/20			8,122.53	0.00	0.00	8,122.53
172772	EXTENDED BUSINESS SERV	08/31/20	07/31/20	08/25/20			165.25	0.00	0.00	165.25

Vendor Totals	Number	Name	Gross	Discount	No-Pay	Net
	11141	MEDICAL DATA SYSTEMS, INC.	11,239.55	0.00	0.00	11,239.55

Vendor# Vendor Name Class Pay Code

M2470 MEDLINE INDUSTRIES INC M

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay	Gross	Discount	No-Pay	Net
2214511811	SUPPLIES	08/01/20	06/08/20	07/03/20			1,962.51	0.00	0.00	1,962.51
2216208131	SUPPLIES	08/01/20	06/21/20	07/16/20			16.96	0.00	0.00	16.96
2219020736	SUPPLIES	08/01/20	07/11/20	08/05/20			773.15	0.00	0.00	773.15
2219244325	SUPPLIES	08/01/20	07/12/20	08/06/20			390.00	0.00	0.00	390.00
2219468447	SUPPLIES	08/01/20	07/13/20	08/07/20			1,839.96	0.00	0.00	1,839.96
2219981534	SUPPLIES	08/01/20	07/16/20	08/10/20			70.83	0.00	0.00	70.83

2220400956 CREDIT	08/31/20 07/19/20 08/13/20	-56.16	0.00	0.00	-56.16	
2220929392 CREDIT	08/31/20 07/22/20 08/16/20	-29.40	0.00	0.00	-29.40	
2220929393 CREDIT	08/31/20 07/22/20 08/16/20	-89.71	0.00	0.00	-89.71	
2221122396 CREDIT	08/31/20 07/23/20 08/17/20	-408.92	0.00	0.00	-408.92	
2221122397 CREDIT	08/31/20 07/23/20 08/17/20	-5.74	0.00	0.00	-5.74	
2224088512A CREDIT	08/31/20 08/11/20 09/05/20	-4.70	0.00	0.00	-4.70	
2224731351 SUPPLIES	08/31/20 08/16/20 09/10/20	1,101.45	0.00	0.00	1,101.45	
2224748082 SUPPLIES	08/31/20 08/17/20 09/11/20	78.66	0.00	0.00	78.66	
2224825946 SUPPLIES	08/31/20 08/17/20 09/11/20	86.60	0.00	0.00	86.60	
2224748080 SUPPILES	08/31/20 08/17/20 09/11/20	1,328.76	0.00	0.00	1,328.76	
2224748075 SUPPLIES	08/31/20 08/17/20 09/11/20	61.57	0.00	0.00	61.57	
2224748083 SUPPLIES	08/31/20 08/17/20 09/11/20	8.75	0.00	0.00	8.75	
2224825945 SUPPLIES	08/31/20 08/17/20 09/11/20	754.67	0.00	0.00	754.67	
2224748078 SUPPLIES	08/31/20 08/17/20 09/11/20	776.96	0.00	0.00	776.96	
2224748084 SUPPLIES	08/31/20 08/17/20 09/11/20	3.34	0.00	0.00	3.34	
2224748076 SUPPLIES	08/31/20 08/17/20 09/11/20	2.03	0.00	0.00	2.03	
2224748077 SUPPLIES	08/31/20 08/17/20 09/11/20	53.74	0.00	0.00	53.74	
2225177799 SUPPLIES	08/31/20 08/19/20 09/13/20	737.85	0.00	0.00	737.85	
2225177798 SUPPLIES	08/31/20 08/19/20 09/13/20	103.32	0.00	0.00	103.32	
2225298773 SUPPLIES	08/31/20 08/19/20 09/13/20	666.53	0.00	0.00	666.53	
2225469617 SUPPLIES	08/31/20 08/20/20 09/14/20	374.92	0.00	0.00	374.92	
2225829063 SUPPLIES	08/31/20 08/24/20 09/18/20	829.17	0.00	0.00	829.17	
22225829054 SUPPLIES	08/31/20 08/24/20 09/18/20	416.57	0.00	0.00	416.57	
2225829065 SUPPLIES	08/31/20 08/24/20 09/18/20	89.71	0.00	0.00	89.71	
2225829058 SUPPLIES	08/31/20 08/24/20 09/18/20	18.12	0.00	0.00	18.12	
2225829057	08/31/20 08/24/20 09/18/20	59.89	0.00	0.00	59.89	

	SUPPLIES							
	2225829064	08/31/20 08/24/20 09/18/20		54.66	0.00	0.00	54.66	
	SUPPLIES							
	2225829066	08/31/20 08/24/20 09/18/20		88.34	0.00	0.00	88.34	
	SUPPLIES							
	2225829059	08/31/20 08/24/20 09/18/20		88.34	0.00	0.00	88.34	
	SUPPLIES							
	2225829061	08/31/20 08/24/20 09/18/20		88.34	0.00	0.00	88.34	
	SUPPLIES							
	Vendor Totals	Number	Name	Gross	Discount	No-Pay	Net	
		M2470	MEDLINE INDUSTRIES INC	12,331.07	0.00	0.00	12,331.07	
Vendor#	Vendor Name		Class	Pay Code				
10963	MEMORIAL MEDICAL CLINIC							
	Invoice#	Comment	Tran Dt Inv Dt Due Dt	Check D Pay	Gross	Discount	No-Pay	Net
	082522		08/31/20 08/25/20 09/01/20		105.00	0.00	0.00	105.00
	PAYROLL DEDUCT							
	Vendor Totals	Number	Name		Gross	Discount	No-Pay	Net
		10963	MEMORIAL MEDICAL CLINIC		105.00	0.00	0.00	105.00
Vendor#	Vendor Name		Class	Pay Code				
M2685	~~MICROTEK MEDICAL INC~~		M					
	Invoice#	Comment	Tran Dt Inv Dt Due Dt	Check D Pay	Gross	Discount	No-Pay	Net
	6271269203		08/24/20 08/10/20 09/16/20		352.08	0.00	0.00	352.08
	SUPPLIES							
	Vendor Totals	Number	Name		Gross	Discount	No-Pay	Net
		M2685	MICROTEK MEDICAL INC		352.08	0.00	0.00	352.08
Vendor#	Vendor Name		Class	Pay Code				
M2621	MMC AUXILIARY GIFT SHOP		W					
	Invoice#	Comment	Tran Dt Inv Dt Due Dt	Check D Pay	Gross	Discount	No-Pay	Net
	082522		08/31/20 08/25/20 09/01/20		181.20	0.00	0.00	181.20
	PAYROLL DEDUCT							
	Vendor Totals	Number	Name		Gross	Discount	No-Pay	Net
		M2621	MMC AUXILIARY GIFT SHOP		181.20	0.00	0.00	181.20
Vendor#	Vendor Name		Class	Pay Code				
10536	MORRIS & DICKSON CO, LLC							
	Invoice#	Comment	Tran Dt Inv Dt Due Dt	Check D Pay	Gross	Discount	No-Pay	Net
	8564323		08/31/20 08/21/20 08/31/20		187.92	0.00	0.00	187.92
	INVENTORY							
	8564324		08/31/20 08/21/20 08/31/20		7.86	0.00	0.00	7.86
	INVENTORY							
	8566504		08/31/20 08/21/20 08/31/20		752.92	0.00	0.00	752.92
	INVENTORY							
	8566505		08/31/20 08/21/20 08/31/20		1,215.04	0.00	0.00	1,215.04
	INVENTORY							
	8570167		08/31/20 08/22/20 09/01/20		386.94	0.00	0.00	386.94
	INVENTORY							
	8567816		08/31/20 08/22/20 09/01/20		5,025.68	0.00	0.00	5,025.68
	INVENTORY							
	8567815		08/31/20 08/22/20 09/01/20		192.23	0.00	0.00	192.23
	INVENTORY							
	8570166		08/31/20 08/22/20 09/01/20		498.26	0.00	0.00	498.26
	INVENTORY							

6680	08/31/20 08/23/20 09/02/20	-72.65	0.00	0.00	-72.65	
CREDIT						
8575473	08/31/20 08/23/20 09/02/20	17.02	0.00	0.00	17.02	
INVENTORY						
8575474	08/31/20 08/23/20 09/02/20	3,332.13	0.00	0.00	3,332.13	
INVENTORY						
6681	08/31/20 08/23/20 09/02/20	-308.61	0.00	0.00	-308.61	
CREDIT						
8572753	08/31/20 08/23/20 09/02/20	128.66	0.00	0.00	128.66	
INVENTORY						
8580615	08/31/20 08/24/20 09/03/20	466.13	0.00	0.00	466.13	
INVENTORY						
8580614	08/31/20 08/24/20 09/03/20	27.92	0.00	0.00	27.92	
INVENTORY						
8577929	08/31/20 08/24/20 09/03/20	74.69	0.00	0.00	74.69	
INVENTORY						
8577928	08/31/20 08/24/20 09/03/20	5,784.76	0.00	0.00	5,784.76	
INVENTORY						
Vendor Totals Number Name		Gross	Discount	No-Pay	Net	
10536 MORRIS & DICKSON CO, LLC		17,716.90	0.00	0.00	17,716.90	

Vendor#	Vendor Name	Class	Pay Code
13548	NACOGDOCHES TRANSCRIPTION		

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay	Gross	Discount	No-Pay	Net
7802	TRANSCRIPTION	08/31/20	08/29/20	09/08/20			268.72	0.00	0.00	268.72

Vendor Totals Number	Name	Gross	Discount	No-Pay	Net
13548	NACOGDOCHES TRANSCRIPTION	268.72	0.00	0.00	268.72

Vendor#	Vendor Name	Class	Pay Code
O1500	OLYMPUS AMERICA INC	M	

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay	Gross	Discount	No-Pay	Net
33119671	SUPPLIES	08/31/20	08/22/20	09/16/20			109.44	0.00	0.00	109.44

Vendor Totals Number	Name	Gross	Discount	No-Pay	Net
O1500	OLYMPUS AMERICA INC	109.44	0.00	0.00	109.44

Vendor#	Vendor Name	Class	Pay Code
O1416	ORTHO CLINICAL DIAGNOSTICS		

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay	Gross	Discount	No-Pay	Net
1852544722	SUPPLIES	08/31/20	08/15/20	09/14/20			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
10372	PRECISION DYNAMICS CORP (PDC)		

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay	Gross	Discount	No-Pay	Net
9350722798	SUPPLIES	08/31/20	08/03/20	09/02/20			20.16	0.00	0.00	20.16
9350745122	SUPPLIES	08/31/20	08/06/20	09/05/20			16.42	0.00	0.00	16.42

Vendor Totals Number	Name	Gross	Discount	No-Pay	Net
10372	PRECISION DYNAMICS CORP (PDC)	36.58	0.00	0.00	36.58

Vendor#	Vendor Name	Class	Pay Code

11251 RAPID PRINTING LLC

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
14087	FOAM BOARD	08/31/20	06/14/20	07/14/20		56.30	0.00	0.00	56.30
14058	FLYERS	08/31/20	06/20/20	06/30/20		42.00	0.00	0.00	42.00
14705	SIGNS/FOAMBOARD	08/31/20	08/15/20	08/25/20		143.00	0.00	0.00	143.00
14704	BUSINESS CARDS	08/31/20	08/15/20	08/25/20		53.00	0.00	0.00	53.00

Vendor Totals	Number	Name	Gross	Discount	No-Pay	Net
	11251	RAPID PRINTING LLC	294.30	0.00	0.00	294.30

Vendor# Vendor Name — Class — Pay Code

11764 ROBERT RODRIQUEZ

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
083022	REIMBURSE	08/31/20	08/30/20	09/01/20		42.88	0.00	0.00	42.88

Vendor Totals	Number	Name	Gross	Discount	No-Pay	Net
	11764	ROBERT RODRIQUEZ	42.88	0.00	0.00	42.88

Vendor# Vendor Name — Class — Pay Code

S0900 SAM'S CLUB DIRECT — W

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
082022	SUPPLIES	08/30/20	08/20/20	09/08/20		1,324.38	0.00	0.00	1,324.38

Vendor Totals	Number	Name	Gross	Discount	No-Pay	Net
	S0900	SAM'S CLUB DIRECT	1,324.38	0.00	0.00	1,324.38

Vendor# Vendor Name — Class — Pay Code

12436 SHANNA O'DONNELL, FNP

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
082522	LICENSE RENEWAL	08/31/20	08/25/20	09/01/20		129.00	0.00	0.00	129.00

Vendor Totals	Number	Name	Gross	Discount	No-Pay	Net
	12436	SHANNA O'DONNELL, FNP	129.00	0.00	0.00	129.00

Vendor# Vendor Name — Class — Pay Code

10699 SIGN AD, LTD.

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
277391	ADVERTSING	08/31/20	08/01/20	08/11/20		400.00	0.00	0.00	400.00
277924	ADVERTISING	08/31/20	08/01/20	08/11/20		400.00	0.00	0.00	400.00

Vendor Totals	Number	Name	Gross	Discount	No-Pay	Net
	10699	SIGN AD, LTD.	800.00	0.00	0.00	800.00

Vendor# Vendor Name — Class — Pay Code

14500 SKYTRON LLC

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
CD99174016	SUPPLIES	08/31/20	07/14/20	08/14/20		52.00	0.00	0.00	52.00

Vendor Totals	Number	Name	Gross	Discount	No-Pay	Net
	14500	SKYTRON LLC	52.00	0.00	0.00	52.00

Vendor# Vendor Name — Class — Pay Code

S2362 SMITH & NEPHEW

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
943887063	SUPPLIES	08/31/20	08/23/20	08/31/20		1,194.00	0.00	0.00	1,194.00

Vendor Totals	Number	Name	Gross	Discount	No-Pay	Net
	S2362	SMITH & NEPHEW	1,194.00	0.00	0.00	1,194.00

Vendor#	Vendor Name	Class	Pay Code
S3940	STERIS CORPORATION	M	

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
10388389	SUPPLIES	08/31/20	08/24/20	09/18/20		202.80	0.00	0.00	202.80

Vendor Totals	Number	Name	Gross	Discount	No-Pay	Net
	S3940	STERIS CORPORATION	202.80	0.00	0.00	202.80

Vendor#	Vendor Name	Class	Pay Code
14212	SURGICAL DIRECT SOUTH		

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
9300	SUPPLIES	08/31/20	07/28/20	08/28/20		1,155.00	0.00	0.00	1,155.00

Vendor Totals	Number	Name	Gross	Discount	No-Pay	Net
	14212	SURGICAL DIRECT SOUTH	1,155.00	0.00	0.00	1,155.00

Vendor#	Vendor Name	Class	Pay Code
14524	SYSMEX AMERICA, INC.		

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
94378160	SUPPLIES	08/31/20	08/24/20	08/31/20		527.44	0.00	0.00	527.44

Vendor Totals	Number	Name	Gross	Discount	No-Pay	Net
	14524	SYSMEX AMERICA, INC.	527.44	0.00	0.00	527.44

Vendor#	Vendor Name	Class	Pay Code
T2204	TEXAS MUTUAL INSURANCE CO	W	

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
1003950490	INSURANCE	08/31/20	08/24/20	09/13/20		6,450.00	0.00	0.00	6,450.00

Vendor Totals	Number	Name	Gross	Discount	No-Pay	Net
	T2204	TEXAS MUTUAL INSURANCE CO	6,450.00	0.00	0.00	6,450.00

Vendor#	Vendor Name	Class	Pay Code
T2250	TK ELEVATOR CORPORATION	M	

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
6000594876	LABOR/REPAIR	08/31/20	08/12/20	08/25/20		1,700.00	0.00	0.00	1,700.00

Vendor Totals	Number	Name	Gross	Discount	No-Pay	Net
	T2250	TK ELEVATOR CORPORATION	1,700.00	0.00	0.00	1,700.00

Vendor#	Vendor Name	Class	Pay Code
T3334	TRINITY PHYSICS CONSULTING LLC	W	

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
035467	MAMMO EVAL	08/31/20	07/21/20	08/20/20		1,600.00	0.00	0.00	1,600.00

Vendor Totals	Number	Name	Gross	Discount	No-Pay	Net
	T3334	TRINITY PHYSICS CONSULTING LLC	1,600.00	0.00	0.00	1,600.00

Vendor#	Vendor Name	Class	Pay Code
14208	TRUSTED HEALTH, INC		

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
INV10834		08/31/20	07/02/20	08/01/20		5,657.50	0.00	0.00	5,657.50

Vendor Totals	Number	Name				Gross	Discount	No-Pay	Net
	14208	TRUSTED HEALTH, INC				5,657.50	0.00	0.00	5,657.50
Vendor#	Vendor Name			Class	Pay Code				
11001	ULINE								
	Invoice#	Comment	Tran Dt Inv Dt	Due Dt	Check D Pay	Gross	Discount	No-Pay	Net
	152764274	SUPPLIES	08/31/20 08/17/20	09/16/20		388.20	0.00	0.00	388.20
Vendor Totals	Number	Name				Gross	Discount	No-Pay	Net
	11001	ULINE				388.20	0.00	0.00	388.20
Vendor#	Vendor Name			Class	Pay Code				
U1064	UNIFIRST HOLDINGS INC								
	Invoice#	Comment	Tran Dt Inv Dt	Due Dt	Check D Pay	Gross	Discount	No-Pay	Net
	8400402191	LAUNDRY	08/31/20 08/22/20	09/16/20		40.62	0.00	0.00	40.62
	8400402212	LAUNDRY	08/31/20 08/22/20	09/16/20		1,905.81	0.00	0.00	1,905.81
	8400402190	LAUNDRY	08/31/20 08/22/20	09/16/20		48.15	0.00	0.00	48.15
	8400402533	LAUNDRY	08/31/20 08/25/20	09/19/20		89.99	0.00	0.00	89.99
	8400402515	LAUNDRY	08/31/20 08/25/20	09/19/20		201.59	0.00	0.00	201.59
	8400402540	LAUNDRY	08/31/20 08/25/20	09/19/20		1,878.48	0.00	0.00	1,878.48
	8400402555	LAUNDRY	08/31/20 08/25/20	09/19/20		77.59	0.00	0.00	77.59
	8400402517	LAUNDRY	08/31/20 08/25/20	09/19/20		190.01	0.00	0.00	190.01
	8400402514	LAUNDRY	08/31/20 08/25/20	09/19/20		26.76	0.00	0.00	26.76
	8400402518	LAUNDRY	08/31/20 08/25/20	09/19/20		208.13	0.00	0.00	208.13
Vendor Totals	Number	Name				Gross	Discount	No-Pay	Net
	U1064	UNIFIRST HOLDINGS INC				4,667.13	0.00	0.00	4,667.13
Vendor#	Vendor Name			Class	Pay Code				
U1056	UNIFORM ADVANTAGE			W					
	Invoice#	Comment	Tran Dt Inv Dt	Due Dt	Check D Pay	Gross	Discount	No-Pay	Net
	SIV12611244	UNIFORM	08/17/20 07/26/20	08/10/20		123.91	0.00	0.00	123.91
Vendor Totals	Number	Name				Gross	Discount	No-Pay	Net
	U1056	UNIFORM ADVANTAGE				123.91	0.00	0.00	123.91
Vendor#	Vendor Name			Class	Pay Code				
12208	WAGEWORKS								
	Invoice#	Comment	Tran Dt Inv Dt	Due Dt	Check D Pay	Gross	Discount	No-Pay	Net
	INV4127993	ADMIN/COMPLIANCE FEE	08/31/20 08/24/20	09/01/20		496.25	0.00	0.00	496.25
	INV4139366	COMPLIANCE FEE	08/31/20 08/24/20	09/01/20		396.50	0.00	0.00	396.50
Vendor Totals	Number	Name				Gross	Discount	No-Pay	Net
	12208	WAGEWORKS				892.75	0.00	0.00	892.75

Vendor#	Vendor Name				Class	Pay Code				
10793	WAGEWORKS, INC.									
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
	082522		08/31/20	08/25/20	09/01/20		3,264.15	0.00	0.00	3,264.15
		PAYROLL DEDUCT								
	Vendor Totals	Number	Name				Gross	Discount	No-Pay	Net
		10793	WAGEWORKS, INC.				3,264.15	0.00	0.00	3,264.15
Vendor#	Vendor Name				Class	Pay Code				
I1110	WERFEN USA LLC									
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
	9111191878		08/01/20	07/26/20	08/20/20		1,653.90	0.00	0.00	1,653.90
		SUPPLIES								
	9111202295		08/24/20	08/17/20	09/17/20		1,154.61	0.00	0.00	1,154.61
		SUPPLIES								
	Vendor Totals	Number	Name				Gross	Discount	No-Pay	Net
		I1110	WERFEN USA LLC				2,808.51	0.00	0.00	2,808.51
Vendor#	Vendor Name				Class	Pay Code				
11400	WEST COAST MEDICAL RESOURCES									
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
	INV088703		08/31/20	08/18/20	08/31/20		316.00	0.00	0.00	316.00
		SUPPLIES								
	INV088858		08/31/20	08/23/20	08/31/20		9.00	0.00	0.00	9.00
		SUPPLIES								
	Vendor Totals	Number	Name				Gross	Discount	No-Pay	Net
		11400	WEST COAST MEDICAL RESOURCES				325.00	0.00	0.00	325.00

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	168,506.70	0.00	0.00	168,506.70

pg 1 correction $ <10.00>

pg 7 correction $ <1571.03>

pg 11 correction $ <352.08>

$164,573.59

APPROVED ON

SEP 01 2022

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

168,506.70
10.00 -
1,571.03 -
352.08 -
166,573.59

RECEIVED BY THE
COUNTY AUDITOR ON

SEP 0 2 2022

09/02/2022
CALHOUN COUNTY, TEXAS

MEMORIAL MEDICAL CENTER
AP Open Invoice List
Dates Through:

0
ap_open_invoice.template

Vendor#	Vendor Name	Class	Pay Code
H0031	HEB CREDIT RECEIVABLES DEPT308		

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
082522		09/02/20	08/01/20	08/25/20		986.08	0.00	0.00	986.08
	SUPPLIES								

Vendor Totals	Number	Name	Gross	Discount	No-Pay	Net
	H0031	HEB CREDIT RECEIVABLES DEPT308	986.08	0.00	0.00	986.08

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	986.08	0.00	0.00	986.08

APPROVED ON

SEP 0 2 2022

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

McKESSON

Company: 8000

MEMORIAL MEDICAL CENTER
AP
815 N VIRGINIA STREET
PORT LAVACA TX 77979

STATEMENT

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

As of: 09/02/2022 Page: 002

DC: 8115

Territory:

Customer: 632536
Date: 09/03/2022

To ensure proper credit to your account, detach and return this stub with your remittance

As of: 09/02/2022 Page: 002
Mail to: Comp: 8000

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Cust: 632536 PLEASE CHECK ANY
Date: 09/03/2022 ITEMS NOT PAID (✓)

National Account 632536

Billing Date	Due Date	Receivable Number	Order Reference	Description	Cash Discount	Amount (gross)	P F	Amount (net)	P F	Receivable Number	

PF column legend: P = Past Due Item, F = Future Due Item, blank = Current Due Item

TOTAL: National Acct 632536 MEMORIAL MEDICAL CENTER

		Subtotals:	9,176.51 USD		
Future Due:	0.00			Due If Paid On Time: USD	8,992.97
Past Due:	0.00	If Paid By 09/06/2022, Pay This Amount:	8,992.97 USD	Disc lost if paid late:	183.54
Last Payment 08/07/2017	2,451.97	If Paid After 09/06/2022, Pay this Amount:	9,176.51 USD	Due If Paid Late: USD	9,176.51

16.72
6,671.40
2,344.71
54.02
[illegible]

APPROVED ON
SEP 06 2022
BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

For AR Inquiries please contact 800-867-0333

McKESSON

Company: 8060

STATEMENT

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

As of: 09/02/2022
DC: 8115
Territory: 7001
Customer: 190813
Date: 09/03/2022

Page: 001

To ensure proper credit to your account, detach and return this stub with your remittance

As of: 09/02/2022 Page: 001
Mail to: Comp: 8000

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Cust: 190813 PLEASE CHECK ANY
Date: 09/03/2022 ITEMS NOT PAID (✓)

National Account 632536

Billing Date	Due Date	Receivable Number	Order Reference	Description	Cash Discount	Amount (gross)	P F	Amount (net)	P F	Receivable Number	
Customer Number 190813 HEB PHCY 0434/MEM MED PHS											
08/31/2022	09/06/2022	7363374605	2017060501	115Invoice	0.07	3.67		3.60 ✓		7363374605	
09/02/2022	09/06/2022	7363890889	2017060763	115Invoice	0.27	13.39		13.12 ✓		7363890889	

PF column legend: P = Past Due Item, F = Future Due Item, blank = Current Due Item

TOTAL: Customer Number 190813 HEB PHCY 0434/MEM MED PHS

Subtotals: 17.06 USD

Future Due: 0.00

Past Due: 0.00

Last Payment 08/29/2022 4,418.55

If Paid By 09/06/2022,
Pay This Amount: 16.72 USD

If Paid After 09/06/2022,
Pay this Amount: 17.06 USD

Due If Paid On Time:
USD 16.72 ✓
Disc lost if paid late: 0.34
Due If Paid Late:
USD 17.06

APPROVED ON

SEP 06 2022

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

For AR Inquiries please contact 800-867-0333

McKESSON

Company: 8000

STATEMENT

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

As of: 09/02/2022 Page: 001

DC: 8115

Territory: 400

Customer: 256342
Date: 09/03/2022

To ensure proper credit to your account, detach and return this stub with your remittance

As of: 09/02/2022 Page: 001
Mail to: Comp: 8000

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Cust: 256342 **PLEASE CHECK ANY**
Date: 09/03/2022 **ITEMS NOT PAID (✓)**

National Account 632536

Billing Date	Due Date	Receivable Number	Order Reference	Description	Cash Discount	Amount (gross)	P F	Amount (net)	P F	Receivable Number	
Customer Number 256342 WALMART 1098/MEM MED PHS											
08/29/2022	09/06/2022	7362818172	44554518	115Invoice	22.81	1,140.73		1,117.92 ✓		7362818172	
08/29/2022	09/06/2022	7362818173	44554518	115Invoice	0.02	0.95		0.93 ✓		7362818173	
08/29/2022	09/06/2022	7362818174	44593768	115Invoice	7.64	381.80		374.16 ✓		7362818174	
08/29/2022	09/06/2022	7362996135	44619047	195Invoice	0.02	0.95		0.93 ✓		7362996135	
08/29/2022	09/06/2022	7362996136	44586966	195Invoice	3.87	193.28		189.41 ✓		7362996136	
08/29/2022	09/06/2022	7362996137	44555857	115Invoice	1.98	99.12		97.14 ✓		7362996137	
08/29/2022	09/06/2022	7362996138	44595138	115Invoice	0.01	0.32		0.31 ✓		7362996138	
08/30/2022	09/06/2022	7363123906	44820673	115Invoice	5.70	284.90		279.20 ✓		7363123906	
08/30/2022	09/06/2022	7363276997	44786408	195Invoice	23.62	1,180.97		1,157.35 ✓		7363276997	
08/31/2022	09/06/2022	7363376048	44904575	115Invoice		0.02		0.02 ✓		7363376048	
08/31/2022	09/06/2022	7363376049	44904575	115Invoice	0.01	0.71		0.70 ✓		7363376049	
08/31/2022	09/06/2022	7363386943	44968664	115Invoice	32.99	1,649.57		1,616.58 ✓		7363386943	
08/31/2022	09/06/2022	7363569584	44896370	195Invoice	2.90	145.19		142.29 ✓		7363569584	
09/01/2022	09/06/2022	7363640587	45034031	115Invoice	11.40	569.80		558.40 ✓		7363640587	
09/02/2022	09/06/2022	7363897551	45146336	115Invoice	13.65	682.50		668.85 ✓		7363897551	
09/02/2022	09/06/2022	7363897554	45146336	115Invoice	7.02	350.99		343.97 ✓		7363897554	
09/02/2022	09/06/2022	7363897555	45212360	115Invoice		0.04		0.04 ✓		7363897555	
09/02/2022	09/06/2022	7363897558	45205099	115Invoice	2.64	131.90		129.26 ✓		7363897558	

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: 6,813.74 USD

Future Due: 0.00

Past Due: 0.00

Last Payment 4,418.55
08/29/2022

If Paid By 09/06/2022,
Pay This Amount: 6,677.46 USD

If Paid After 09/06/2022,
Pay this Amount: 6,813.74 USD

Due If Paid On Time:
USD 6,677.46 ✓
Disc lost if paid late: 136.28
Due If Paid Late:
USD 6,813.74

APPROVED ON
SEP 06 2022

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

For AR Inquiries please contact 800-867-0333

McKESSON

Company: 8000

STATEMENT

HEB PHY FC 490/MEM MC PHS
MEMORIAL MEDICAL CENTER
VICKY KALISEK
815 N VIRGINIA ST
PORT LAVACA TX 77979

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

As of: 09/02/2022 Page: 001

DC: 8115

Territory: 400

Customer: 464450
Date: 09/03/2022

To ensure proper credit to your account, detach and return this stub with your remittance

As of: 09/02/2022 Page: 001
Mail to: Comp: 8000

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Cust: 464450 PLEASE CHECK ANY
Date: 09/03/2022 ITEMS NOT PAID (✓)

National Account 632536

Billing Date	Due Date	Receivable Number	Order Reference	Description	Cash Discount	Amount (gross)	P F	Amount (net)	P F	Receivable Number	
Customer Number 464450 HEB PHY FC 490/MEM MC PHS											
08/29/2022	09/06/2022	7362802093	55x692738	115Invoice	2.85	142.30		139.45 ✓		7362802093	
08/30/2022	09/06/2022	7363126126	55x695042	115Invoice	2.50	125.13		122.63 ✓		7363126126	
08/31/2022	09/06/2022	7363373567	55x698916	115Invoice	0.51	25.27		24.76 ✓		7363373567	
09/01/2022	09/06/2022	7363623821	55x700422	115Invoice	0.36	17.96		17.60 ✓		7363623821	
09/02/2022	09/06/2022	7363895118	55x703548	115Invoice	38.34	1,917.00		1,878.66 ✓		7363895118	
09/02/2022	09/06/2022	7363895119	55x703652	115Invoice	1.26	62.93		61.67 ✓		7363895119	

PF column legend: P = Past Due Item, F = Future Due Item, blank = Current Due Item

TOTAL: Customer Number 464450 HEB PHY FC 490/MEM MC PHS

Subtotals: 2,290.59 USD

Future Due: 0.00

Past Due: 0.00

Last Payment 08/29/2022 4,418.55

If Paid By 09/06/2022, Pay This Amount: 2,244.77 USD

If Paid After 09/06/2022, Pay this Amount: 2,290.59 USD

Due If Paid On Time: USD 2,244.77 ✓

Disc lost if paid late: 45.82

Due If Paid Late: USD 2,290.59

APPROVED ON

SEP 06 2022

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

For AR Inquiries please contact 800-867-0333

McKESSON

STATEMENT

Company: 8000

CVS PHCY 8923/MEM MC PHS
MEMORIAL MEDICAL CENTER
VICKY KALISEK
815 N VIRGINIA ST
PORT LAVACA TX 77979

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

As of: 09/02/2022 Page: 001

DC: 8115

Territory: 400

Customer: 835434
Date: 09/03/2022

To ensure proper credit to your account, detach and return this stub with your remittance

As of: 09/02/2022 Page: 001
Mail to: Comp: 8000

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Cust: 835434 PLEASE CHECK ANY
Date: 09/03/2022 ITEMS NOT PAID (✓)

National Account 632536

Billing Date	Due Date	Receivable Number	Order Reference	Description	Cash Discount	Amount (gross)	P F	Amount (net)	P F	Receivable Number	
Customer Number 835434 CVS PHCY 8923/MEM MC PHS											
08/31/2022	09/06/2022	7363380162	1854104	115invoice	1.10	55.12		54.02 ✓		7363380162	

PF column legend: P = Past Due Item, F = Future Due Item, blank = Current Due Item

TOTAL: Customer Number 835434 CVS PHCY 8923/MEM MC PHS

Subtotals: 55.12 USD

Future Due:	0.00	If Paid By 09/06/2022,		Due If Paid On Time:	
				USD	54.02 ✓
Past Due:	0.00	Pay This Amount:	54.02 USD	Disc lost if paid late:	
					1.10
Last Payment	4,418.55	If Paid After 09/06/2022,		Due If Paid Late:	
08/29/2022		Pay this Amount:	55.12 USD	USD	55.12

APPROVED ON

SEP 06 2022

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

For AR Inquiries please contact 800-867-0333

AmerisourceBergen

STATEMENT

Statement Number: 63671372
Date: 09-02-2022

Serviced By:
AMERISOURCEBERGEN DRUG CORP
12727 W. AIRPORT BLVD.
SUGAR LAND TX 77478-6101

DEA: RA0289276
866-451-9655

Customer:
WALGREENS #12494 340B
MEMORIAL MEDICAL CENTER
1302 N VIRGINIA ST
PORT LAVACA TX 77979-2509

Remit To:
AMERISOURCEBERGEN
P.O. Box 905223
CHARLOTTE NC 28290-5223

Customer Number
100135284 / 037028186

Terms
Sat - Fri Due in 7 days

Summary

Not Yet Due:	0.00
Current:	1,665.19
Past Due:	0.00
Total Due:	1,665.19
Account Balance:	1,665.19

Account Activity

Document Date	Due Date	Reference Number	Purchase Order Number	Document Type	Original Amount	Last Receipt	Amount Received	Balance
08-29-2022	09-09-2022	3104253631	167300	Invoice	1.68		0.00	1.68
08-29-2022	09-09-2022	3104253632	167302	Invoice	231.15		0.00	231.15
08-29-2022	09-09-2022	3104253633	167303	Invoice	0.27		0.00	0.27
08-29-2022	09-09-2022	3104253634	167304	Invoice	12.92		0.00	12.92
08-29-2022	09-09-2022	3104289069	167351	Invoice	469.50		0.00	469.50
08-30-2022	09-09-2022	3104423894	167361	Invoice	91.79		0.00	91.79
08-30-2022	09-09-2022	348315287	166917	Invoice	(12.64)		0.00	(12.64)
08-30-2022	09-09-2022	348315288	166917	Invoice	12.25		0.00	12.25
08-30-2022	09-09-2022	348315295	166983	Invoice	(12.64)		0.00	(12.64)
08-30-2022	09-09-2022	348315296	166983	Invoice	12.25		0.00	12.25
08-30-2022	09-09-2022	348315486	167166	Invoice	(12.64)		0.00	(12.64)
08-30-2022	09-09-2022	348315487	167166	Invoice	12.25		0.00	12.25
08-30-2022	09-09-2022	348315494	167175	Invoice	(12.64)		0.00	(12.64)
08-30-2022	09-09-2022	348315495	167175	Invoice	12.25		0.00	12.25
08-31-2022	09-09-2022	3104564217	167370	Invoice	1.33		0.00	1.33
09-01-2022	09-09-2022	3104710945	167381	Invoice	825.24		0.00	825.24
09-01-2022	09-09-2022	3104710946	167382	Invoice	16.43		0.00	16.43
09-02-2022	09-09-2022	3104876716	167394	Invoice	16.44		0.00	16.44

AmerisourceBergen STATEMENT Number: 63671372 Date: 09-02-2022

Current	1-15 Days	16-30 Days	31-60 Days	61-90 Days	91-120 Days	Over 120 Days
1,665.19	0.00	0.00	0.00	0.00	0.00	0.00

Thank You for Your Payment

Date	Amount
09-02-2022	(438.61)

Reminders

Due Date	Amount
09-09-2022	1,665.19
Total Due:	1,665.19

APPROVED ON

SEP 06 2022

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

TOLL FEE PHONE NUMBER: 1-800-555-3453
(EFTPS TUTORIAL SYSTEM: 1-800-572-8683)

	#### ENTER:	
☐ "ENTER 9-DIGIT TAXPAYER IDENTIFICATION NUMBER"	###	
☐ "ENTER YOUR 4-DIGIT PIN"		
☐ "MAKE A PAYMENT, PRESS 1"		1
☐ "ENTER THE TAX TYPE NUMBER FOLLOWED BY THE # SIGN"	★	941 #
☐ "IF FEDERAL TAX DEPOSIT ENTER 1"		1
☐ "ENTER 2-DIGIT TAX FILING YEAR"	★	22
☐ "ENTER 2-DIGIT TAX FILING ENDING MONTH"	★	03

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"	★	$ 98.18	#
"1 TO CONFIRM"		1	
"ENTER W/CENTS AMOUNT OF SOCIAL SECURITY"	0	$ 79.58	#
"ENTER W/CENTS AMOUNT OF MEDICARE"		$ 18.60	#
"ENTER W/CENTS AMOUNT OF FEDERAL WITHHOLDING"		$ -	#
	CHECK	$ -	
☐ "6-DIGIT SETTLEMENT DATE"	★		
"1 TO CONFIRM"		1	
☐ ACKNOWLEDGEMENT NUMBER			

CALLED IN BY:	
CALLED IN DATE:	
CALLED IN TIME:	

941 REC/TAX DEPOSIT FOR MMC PAYROLL

REVISED 3/18/2014

ENTER VOID CKS AS NEGATIVE NUMBERS

			VOIDED CK (1)	VOIDED CK (2)	ADDITIONAL CK (1)	ADDITIONAL CK (1)	TOTALS
PAY PERIOD: BEGIN		8/12/2022					
PAY PERIOD: END		8/25/2022					
PAY DATE:		9/7/2022					
GROSS PAY:	$	641.70			$ -		$ 641.70
DEDUCTIONS:							
AIR	$	-					$ -
ADVANC							$ -
BOOTS							$ -
SUNLIFE CRITICAL ILLNESS	$	-					$ -
SUNLIFE ACCIDENT	$	-					$ -
SUNLIFE VISION	$	-					$ -
SUNLIFE SHORT TERM DIS	$	-					$ -
BCBS VISION	$	-					$ -
CAFÉ-D	$	-					$ -
CAFÉ-H	$	-					$ -
	$	-					$ -
	$	-					$ -
CAFÉ-P							$ -
CANCER							$ -
CHILD	$	-					$ -
CLINIC	$	-					$ -
COMBIN	$	-					$ -
CREDUN	$	-					$ -
DENTAL	$	-					$ -
DEP-LF							$ -
SUNLIFE TERM LIFE	$	-					$ -
SUNLIFE HOSP INDEM	$	-					$ -
FED TAX	$	-					$ -
FICA-M	$	9.30					$ 9.30
FICA-O	$	39.79					$ 39.79
FIRST C	$	-					$ -
FLEX S	$	-					$ -
FLX-FE	$	-					$ -
GIFT S	$	-					$ -
GRP-IN							$ -
GTL	$	-					$ -
HOSP-I	$	-					$ -
LEGAL	$	-					$ -
OTHER	$	-					$ -
NATIONAL FARM LIFE	$	-					$ -
MED SURCHARGE	$	-					$ -
PR FIN	$	-					$ -
RELAY							$ -
REPAY							$ -
STONEDF	$	-					$ -
STONE							$ -
STONE 2							$ -
STUDEN							$ -
TSA-R	$	44.92					$ 44.92
UW/HOS	$	-					$ -
TOTAL DEDUCTIONS	$	94.01	$ -	$ -	$ -	$ -	$ 94.01
		SHOULD MATCH REPORT	**SHOULD MATCH REPORT**	**SHOULD MATCH REPORT**	**SHOULD MATCH REPORT**	**SHOULD MATCH REPORT**	
NET PAY:	$	547.69	$ -	$ -	$ -	$ -	$ 547.69
		SHOULD MATCH REPORT	**SHOULD MATCH REPORT**	**SHOULD MATCH REPORT**	**SHOULD MATCH REPORT**	**SHOULD MATCH REPORT**	
TOTAL CAFE 125 PLAN:	$	-	Less Exempt:				
TAXABLE PAY:	$	641.70	$ 641.70				

		"CALCULATED"	From MMC Report	Difference
FICA - MED (ER)	1.45%	$ 9.30		
FICA - MED (EE)	1.45%	$ 9.30	$ 9.30	$ -
FICA - SOC SEC (ER)	6.20%	$ 39.79		
FICA - SOC SEC (EE)	6.20%	$ 39.79	$ 39.79	$ -
FED WITHHOLDING		$ -	$ -	

Employees over FICA-SS Cap: **Exempt Amt:**

$ -
$ -
$ -

Paycode S - Employee Reimb.:

TOTAL: $ -

TAX DEPOSIT:		$ 98.18	$ 98.18	
FICA - MEDICARE	2.90%	$ 18.60	$18.60	
FICA - SOCIAL SECURITY	12.40%	$ 79.58	$79.58	**PREPARED BY:** Caitlin Clevenger
FED WITHHOLDING		$ -	$0.00	**PREPARED DATE:** 9/6/2022
TOTAL TAX:		$ 98.18	$98.18	$ -

Run Date: 09/06/22
Time: 09:12

MEMORIAL MEDICAL CENTER
Payroll Register (Bi-Weekly)
Pay Period 08/12/22 - 08/25/22 Run# 2

Department 060
Dept. Sequence

Employee	PayCd	Dept	Hrs	OT	SH	WE	HO	CB	Rate	Gross	Code	Amount	Code	Amount	Code	Amount
50163 FT Hrly: 10.3500	K	060	16.00	N	N	N	N		10.3500	165.60	FICA-M	9.30	FICA-O	39.79	TSA-R	44.92
MIGDALIA CLARO	P	060	46.00	N	N	N	N		10.3500	476.10						
Fed-Ex: S-00 St-Ex: -00																
Total:			62.00							Gross: 641.70		Deductions: 94.01		Net: 547.69		

Department Summary

PayCode Summary

PayCd	Description	Hrs	OT	SH	WE	HO	CB	Gross
K	EXTENDED-ILLNESS-BANK	16.00	N	N	N	N		165.60
P	PAID-TIME-OFF	46.00	N	N	N	N		476.10

Deductions Summary

Code	Amount	Code	Amount	Code	Amount
A/R		A/R2		A/R3	
ADVANC		AWARDS		BCBSVI	
BOOTS		CAFE H		CAFE-1	
CAFE-2		CAFE-3		CAFE-4	
CAFE-5		CAFE-C		CAFE-D	
CAFE-F		CAFE-H		CAFE-I	
CAFE-L		CAFE-P		CANCER	
CHILD		CLINIC		COMBIN	
CREDUN		DD ADV		DENTAL	
DEP-LF		DIS-LF		EAT	
EATCSH		FEDTAX		FICA-M	9.30
FICA-O	39.79	FIRSTC		FLEX S	
FLX FE		FORT D		FUTA	
GIFT S		GRANT		GRP-IN	
GTL		HOSP-I		ID TFT	
LEAP		LEGAL		MASA	
MEALS		METVIS		MISC	
MISC/		MMCSHR		NATFML	
OTHER		PHI		PHI***	
PR FIN		RELAY		REPAY	
SAMS		SCRUBS		SIGNON	
ST-TX		STOKDF		STONE	
STONE2		STUDEN		SUNACC	
SUNILL		SUNIND		SUNLIF	
SUNSTD		SUNVIS		SURCHG	
TSA-1		TSA-2		TSA-C	
TSA-P		TSA-R	44.92	TUITION	
UNIFOR		UW/HOS			

Department Totals:	62.00	Gross:	641.70	Deductions:	94.01	Net:	547.69
Checks Count:- PT 1	PT	Other	Female 1	Male	Credit	OverAmt	ZeroNet	Term	Total: 1

Num.	Name	Amount	CHECK NUM	DATE
60163	MIGDALIA CLARO	547.69	00063218	09/07/22
		547.69		

MEMORIAL MEDICAL CENTER
PROSPERITY BANK
ELECTRONIC TRANSFERS FOR OPERATING ACCOUNT --- August 29, 2022 - September 4, 2022

Date	Bank Description	MMC Notes	Amount
8/26/2022	WIRE OUT CBNA INCOMING SETTLEMENT ACCOUNT	-CitiBank Corporate Card Payment	3,491.46 **
8/29/2022	PAY PLUS ACHTRANS 452579291 101000695088951	- 3rd Party Payor Fee	207.14
8/30/2022	PAY PLUS ACHTRANS 452579291 101000695951770	- 3rd Party Payor Fee	63.19
8/30/2022	MCKESSON DRUG AUTO ACH ACH05156598 910000125	- 340B Drug Program Expense	4,418.55 *
8/31/2022	PAY PLUS ACHTRANS 452579291 101000696960869	- 3rd Party Payor Fee	73.56
9/1/2022	PAY PLUS ACHTRANS 452579291 101000697972525	- 3rd Party Payor Fee	76.38
9/2/2022	PAY PLUS ACHTRANS 452579291 101000698921511	- 3rd Party Payor Fee	104.47
9/2/2022	EXPERTPAY EXPERTPAY 746003411 91000011082834	-Child Support Payment	2290.01
9/2/2022	AMERISOURCE BERG PAYMENTS 0100007768 2100002	- 340B Drug Program Expense	438.61 *
9/2/2022	MEMORIAL MEDICAL PAYROLL 746003411 113122650	- Payroll	386,258.55 *
9/2/2022	AUTHNET GATEWAY BILLING 124458178 1040000175	- 3rd Party Payor Fee	29.84
			397,451.76

WILLIAM LITTLE, CFO
Memorial Medical Center

September 6, 2022

* Approved 08.31.22 cc
** Approved 08.24.22 cc

PROSPERITY BANK
ELECTRONIC TRANSFERS FOR OPERATING ACCOUNT -- ESTIMATED ACHS

Date	Description	MMC Notes	Amount

WILLIAM LITTLE, CFO
Memorial Medical Center

September 6, 2022

APPROVED ON
SEP 06 2022
BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

RECEIVED BY THE
COUNTY AUDITOR ON
09/01/2022

SEP 01 2022

MEMORIAL MEDICAL CENTER
AP Open Invoice List
Dates Through:
Class Pay Code

0
ap_open_invoice.template

Vendor# Vendor Name
11816 ASHFORD GARDENS

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
082622	JULY UHC QIPP	08/31/20	08/26/20	09/26/20		2,990.88	0.00	0.00	2,990.88

Vendor Totals	Number	Name	Gross	Discount	No-Pay	Net
	11816	ASHFORD GARDENS	2,990.88	0.00	0.00	2,990.88

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	2,990.88	0.00	0.00	2,990.88

APPROVED ON

SEP 01 2022

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

CALHOUN COUNTY, TEXAS

RECEIVED BY THE
COUNTY AUDITOR ON

09/01/2022
SEP 01 2022
11:22

CALHOUN COUNTY, TEXAS

MEMORIAL MEDICAL CENTER
AP Open Invoice List
Dates Through:

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ap_open_invoice.template

Vendor# Vendor Name(S) Class Pay Code

11828 SOLERA WEST HOUSTON

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay	Gross	Discount	No-Pay	Net
082622		08/31/20	08/26/20	09/26/20			1,404.39	0.00	0.00	1,404.39
	JULY UHC QIPP									
082922		08/31/20	08/29/20	09/26/20			972.50	0.00	0.00	972.50
	TRANSFER WH Insurance pymt deposited into MMC Operating									

Vendor Totals	Number	Name	Gross	Discount	No-Pay	Net
	11828	SOLERA WEST HOUSTON	2,376.89	0.00	0.00	2,376.89

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	2,376.89	0.00	0.00	2,376.89

APPROVED ON

SEP 01 2022

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

RECEIVED BY THE
COUNTY AUDITOR ON

SEP 01 2022

09/01/2022
11:22
CALHOUN COUNTY, TEXAS

MEMORIAL MEDICAL CENTER
AP Open Invoice List
Dates Through:

0
ap_open_invoice.template

Vendor#	Vendor Name	Class	Pay Code
11820	FORTBEND HEALTHCARE CENTER		

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay	Gross	Discount	No-Pay	Net
082222		08/30/20	08/22/20	09/26/20			183.48	0.00	0.00	183.48
	TRANSFER NH insurance pymt deposited into MMC operating									
082622		08/31/20	08/26/20	09/26/20			1,250.97	0.00	0.00	1,250.97
	JULY UHC QIPP									

Vendor Totals	Number	Name	Gross	Discount	No-Pay	Net
	11820	FORTBEND HEALTHCARE CENTER	1,434.45	0.00	0.00	1,434.45

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	1,434.45	0.00	0.00	1,434.45

APPROVED ON

SEP 01 2022

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

RECEIVED BY THE
COUNTY AUDITOR ON

SEP 01 2022

09/01/2022
11:24
CALHOUN COUNTY, TEXAS

MEMORIAL MEDICAL CENTER
AP Open Invoice List
Dates Through:

0
ap_open_invoice.template

Vendor#	Vendor Name	Class	Pay Code
11832	BROADMOOR AT CREEKSIDE PARK		

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay	Gross	Discount	No-Pay	Net
082622	JULY UHC QIPP	08/31/20	08/26/20	09/26/20			1,460.49	0.00	0.00	1,460.49

Vendor Totals	Number	Name	Gross	Discount	No-Pay	Net
	11832	BROADMOOR AT CREEKSIDE PARK	1,460.49	0.00	0.00	1,460.49

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	1,460.49	0.00	0.00	1,460.49

APPROVED ON

SEP 01 2022

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

RECEIVED BY THE
COUNTY AUDITOR ON

SEP 01 2022

09/01/2022
11:23
CALHOUN COUNTY, TEXAS

MEMORIAL MEDICAL CENTER
AP Open Invoice List
Dates Through:
Class Pay Code

0
ap_open_invoice.template

Vendor# Vendor Name

11824 THE CRESCENT

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
082622		08/31/20	08/26/20	09/26/20		1,153.80	0.00	0.00	1,153.80 ✓
	JULY UHC QIPP								
082922		08/31/20	08/29/20	09/26/20		11,556.72	0.00	0.00	11,556.72 ✓
	TRANSFER NH insurance pymt deposited into mmc opmh								

Vendor Totals	Number	Name	Gross	Discount	No-Pay	Net
	11824	THE CRESCENT	12,710.52	0.00	0.00	12,710.52

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	12,710.52	0.00	0.00	12,710.52

APPROVED ON

SEP 01 2022

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

RECEIVED BY THE COUNTY AUDITOR ON

SEP 01 2022
09/01/2022
11:32
CALHOUN COUNTY, TEXAS

MEMORIAL MEDICAL CENTER
AP Open Invoice List
Dates Through:

0
ap_open_invoice.template

Vendor# Vendor Name — Class — Pay Code

11836 GOLDENCREEK HEALTHCARE ✓

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay	Gross	Discount	No-Pay	Net
082422		08/30/20	08/24/20	09/26/20			10,356.75	0.00	0.00	10,356.75 ✓
	TRANSFER	NH insurance pymt deposited into mmc operating								
082522		08/30/20	08/25/20	09/26/20			44,724.71	0.00	0.00	44,724.71 ✓
	TRANSFER	"							"	
082622E		08/30/20	08/26/20	09/26/20			1,387.84	0.00	0.00	1,387.84 ✓
	TRANSFER	"							"	
082622		08/30/20	08/26/20	09/26/20			446.00	0.00	0.00	446.00 ✓
	TRANSFER	"							"	
082622A		08/30/20	08/26/20	09/26/20			10,459.81	0.00	0.00	10,459.81 ✓
	TRANSFER	"							"	
082622D		08/30/20	08/26/20	09/26/20			3,863.44	0.00	0.00	3,863.44 ✓
	TRANSFER	"							"	
082622B		08/30/20	08/26/20	09/26/20			442.46	0.00	0.00	442.46 ✓
	TRANSFER	"							"	
082622F		08/30/20	08/26/20	09/26/20			867.78	0.00	0.00	867.78 ✓
	TRANSFER	"							"	
082622C		08/30/20	08/26/20	09/26/20			4,345.00	0.00	0.00	4,345.00 ✓
	TRANSFER	"							"	
082622G		08/31/20	08/26/20	09/26/20			2,001.27	0.00	0.00	2,001.27 ✓
	JULY UHC QIPP									

Vendor Totals	Number	Name	Gross	Discount	No-Pay	Net
	11836	GOLDENCREEK HEALTHCARE	78,895.06	0.00	0.00	78,895.06

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	78,895.06	0.00	0.00	78,895.06

APPROVED ON

SEP 01 2022

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

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MEMORIAL MEDICAL CENTER
AP Open Invoice List
Dates Through:
Class Pay Code

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Vendor# Vendor Name
12696 GULF POINTE PLAZA

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
082322		08/30/20	08/23/20	09/26/20		813.82	0.00	0.00	813.82
	TRANSFER	NH insurance pymt deposited into MMC operating							
082422		08/30/20	08/24/20	09/26/20		4,250.68	0.00	0.00	4,250.68
	TRANSFER	"						"	
082422A		08/30/20	08/24/20	09/26/20		11,440.80	0.00	0.00	11,440.80
	TRANSFER	"						"	
082522A		08/30/20	08/25/20	09/26/20		813.82	0.00	0.00	813.82
	TRANSFER	"						"	
082522		08/30/20	08/25/20	09/26/20		2,139.50	0.00	0.00	2,139.50
	TRANSFER	"						"	
082622C		08/30/20	08/26/20	09/26/20		1,821.72	0.00	0.00	1,821.72
	TRANSFER	"						"	
082622A		08/30/20	08/26/20	09/26/20		4,903.20	0.00	0.00	4,903.20
	TRANSFER	"						"	
082622B		08/30/20	08/26/20	09/26/20		10,275.00	0.00	0.00	10,275.00
	TRANSFER	"						"	
082622D		08/30/20	08/26/20	09/26/20		28.59	0.00	0.00	28.59
	TRANSFER	"						"	
082622		08/30/20	08/26/20	09/26/20		467.99	0.00	0.00	467.99
	TRANSFER	"						"	
082622E		08/31/20	08/26/20	09/26/20		965.96	0.00	0.00	965.96
	JULY UHC QIPP								
082922		08/31/20	08/29/20	09/26/20		2,777.74	0.00	0.00	2,777.74
	TRANSFER	"						"	

Vendor Totals	Number	Name	Gross	Discount	No-Pay	Net
	12696	GULF POINTE PLAZA	40,698.82	0.00	0.00	40,698.82

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	40,698.82	0.00	0.00	40,698.82

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CALHOUN COUNTY, TEXAS

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CALHOUN COUNTY, TEXAS

MEMORIAL MEDICAL CENTER
AP Open Invoice List
Dates Through:
Class Pay Code

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Vendor#	Vendor Name	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
13004	TUSCANY VILLAGE	082222		08/30/20	08/22/20	09/26/20		2,644.46	0.00	0.00	2,644.46
			TRANSFER	NH insurance pymt deposited into MMC operating							
		082222A		08/30/20	08/22/20	09/26/20		194.50	0.00	0.00	194.50
			TRANSFER	"							
		082322		08/30/20	08/23/20	09/26/20		9,184.28	0.00	0.00	9,184.28
			TRANSFER	"							
		082322A		08/30/20	08/23/20	09/26/20		20.75	0.00	0.00	20.75
			TRANSFER	"							
		082422A		08/30/20	08/24/20	09/26/20		11,189.78	0.00	0.00	11,189.78
			TRANSFER	"							
		082422		08/30/20	08/24/20	09/26/20		16,135.34	0.00	0.00	16,135.34
			TRANSFER	"							
		082422B		08/30/20	08/24/20	09/26/20		389.00	0.00	0.00	389.00
			TRANSFER	"							
		082422C		08/30/20	08/24/20	09/26/20		4,804.73	0.00	0.00	4,804.73
			TRANSFER	"							
		082622D		08/30/20	08/26/20	09/26/20		4,279.00	0.00	0.00	4,279.00
			TRANSFER	"							
		082622		08/30/20	08/26/20	09/26/20		716.92	0.00	0.00	716.92
			TRANSFER	"							
		082622B		08/30/20	08/26/20	09/26/20		18,288.00	0.00	0.00	18,288.00
			TRANSFER	"							
		082622A		08/30/20	08/26/20	09/26/20		455.17	0.00	0.00	455.17
			TRANSFER	"							
		082622C		08/30/20	08/26/20	09/26/20		765.30	0.00	0.00	765.30
			TRANSFER	"							
		082622E		08/31/20	08/26/20	09/26/20		1,894.10	0.00	0.00	1,894.10
			JULY UHC QIPP								
		082922		08/31/20	08/29/20	08/26/20		2,334.92	0.00	0.00	2,334.92
			TRANSFER	"							
Vendor Totals	Number	Name						Gross	Discount	No-Pay	Net
	13004	TUSCANY VILLAGE						73,296.25	0.00	0.00	73,296.25

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	73,296.25	0.00	0.00	73,296.25

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SEP 01 2022

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

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09/01/2022

CALHOUN COUNTY, TEXAS

MEMORIAL MEDICAL CENTER

AP Open Invoice List

Dates Through:

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Vendor# Vendor Name

Class Pay Code

12792 BETHANY SENIOR LIVING

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
082322	TRANSFER	08/30/20	08/23/20	09/26/20		5,962.57	0.00	0.00	5,962.57
082322A	TRANSFER	08/30/20	08/23/20	09/26/20		1,086.00	0.00	0.00	1,086.00
082422A	TRANSFER	08/30/20	08/24/20	09/26/20		12,463.78	0.00	0.00	12,463.78
082422	TRANSFER	08/30/20	08/24/20	09/26/20		4,689.22	0.00	0.00	4,689.22
082522	TRANSFER	08/30/20	08/25/20	09/26/20		4,712.90	0.00	0.00	4,712.90
082622C	TRANSFER	08/30/20	08/26/20	09/26/20		18,198.15	0.00	0.00	18,198.15
082622B	TRANSFER	08/30/20	08/26/20	09/26/20		3,881.00	0.00	0.00	3,881.00
082622	TRANSFER	08/30/20	08/26/20	09/26/20		10,624.84	0.00	0.00	10,624.84
082622A	TRANSFER	08/30/20	08/26/20	09/26/20		156.86	0.00	0.00	156.86
082922	TRANSFER	08/31/20	08/29/20	09/26/20		5,835.00	0.00	0.00	5,835.00
082922A	TRANSFER	08/31/20	08/29/20	09/26/20		33,127.06	0.00	0.00	33,127.06

NH insurance pymt deposited into mmc operating

Vendor Totals	Number	Name	Gross	Discount	No-Pay	Net
	12792	BETHANY SENIOR LIVING	100,737.38	0.00	0.00	100,737.38

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	100,737.38	0.00	0.00	100,737.38

APPROVED ON

SEP 01 2022

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

Request for Transfer of Funds

Transfer #:

Date Requested: 8/30/2022

Payer: MEDICARE

Requested by: TATUM GORDON - BUSINESS OFFICE MANAGER

Requestor's email: tgordon@bethany-living.com

Requestor's phone number: 361-551-0500

District or County: Calhoun

Facility: Bethany Senior Living

Please Attach:

Remittance Advice and EOB

If money is taken against an overpayment or recoupment, please provide EOB of overpaid claim

* Patient Name, Date of Service and Amount of Payment from Remittance Advice must be filled out.

Please email request form and Remittance Advice to: rclevenger@mmcportlavaca.com

mmartinez@mmcportlavaca.com

Patient Name (REQUIRED)	Date of Service (REQUIRED)	Date of Payment	Type of Payment (Check/EFT)	Amount of Payment shown on	Check Number	Claim Number	Action needed- Enter funds (-) or Funds (+) to YOUR account	Notes
N/A	N/A	8/30/2022	EFT		EFT 6458447	CVDAR000019557	1,347.34	THE CRESENT - DOS 7/7-7/31/22
			TOTAL	-			1,347.34	

To be filled out by Memorial Medical Center:

Date Received: ~~9/21/2021~~ 12/9/22

Approved by: MAYRA MARTINEZ

Date of transfer: ~~12/30/2021~~ 12/7/22

From Facility: CRESCENT

To Facility: BETHANY

Amount: 1,347.34

Requested Transfer Date #2:

Date of transfer:

From Facility:

To Facility:

Amount:

APPROVED ON

SEP 06 2022

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

Memorial Medical Center
Nursing Home UPL
Weekly Cantex Transfer
Prosperity Accounts
9/6/2022

Nursing Home	Account Number	Previous Beginning Balance	Transfer-Out	ACH Transfer-In	Pending Deposits		Today's Beginning Balance	Amount to Be Transferred to Nursing Home
[redacted]		99,762.10 ✓	99,643.41 ✓	118,435.53 ✓			128,554.22 ✓	86,698.02
						Bank Balance	128,554.22 ✓	
						Variance	-	
						Leave in Balance	100.00	
						AMERIGROUP QIPP	17,213.46 ✓	
						MOLINA QIPP	14,503.96 ✓	
						July Interest	18.69 ✓	
						August Interest	20.09 ✓	
						September Interest		
						Adjust Balance/Transfer Amt	86,698.02 ✓	
[redacted]		123,008.91 ✓	122,894.56 ✓	95,844.23 ✓			95,958.58 ✓	78,345.02
						Bank Balance	95,958.58 ✓	
						Variance	-	
						Leave in Balance	100.00	
						AMERIGROUP QIPP	11,392.73 ✓	
						MOLINA QIPP	6,084.36 ✓	
						July Interest	14.35 ✓	
						August Interest	22.12 ✓	
						September Interest		
						Adjust Balance/Transfer Amt	78,345.02 ✓	
[redacted]		110,451.01 ✓	110,335.74 ✓	107,056.14 ✓			107,171.41	91,687.00
						Bank Balance	107,171.41 ✓	
						Variance	-	
						Leave in Balance	100.00	
						AMERIGROUP QIPP	9,132.06 ✓	
						MOLINA QIPP	4,867.73 ✓	
						MEDICARE REPAYMENT TO BETHANY	1,347.34 ✓	
						July Interest	15.27 ✓	
						August Interest	22.01 ✓	
						September Interest		
						Adjust Balance/Transfer Amt	91,687.00 ✓	
[redacted]		61,993.49 ✓	61,887.74 ✓	73,284.32 ✓			73,390.07	56,387.33
						Bank Balance	73,390.07 ✓	
						Variance	-	
						Leave in Balance	100.00	
						AMERIGROUP QIPP	11,013.27 ✓	
						MOLINA QIPP	5,870.01 ✓	
						July Interest	5.75 ✓	
						August Interest	13.71 ✓	
						September Interest		
						Adjust Balance/Transfer Amt	56,387.33 ✓	
[redacted]		183,891.39 ✓	183,773.85 ✓	122,489.28 ✓			122,606.82	105,893.18
						Bank Balance	122,606.82 ✓	
						Variance	-	
						Leave in Balance	100.00	
						AMERIGROUP QIPP	10,805.76 ✓	
						MOLINA QIPP	5,759.30 ✓	
						July Interest	17.54 ✓	
						August Interest	31.04 ✓	
						September Interest		
						Adjust Balance/Transfer Amt	105,893.18 ✓	

86,698 [illegible]
78,345 [illegible]
91,687 [illegible] / Fort Bend / Broadmoor
56,387 [illegible]
105,893 [illegible]
419,011 [illegible]

APPROVED ON
SEP 06 2022
BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

TOTAL TRANSFERS	419,010.55

Approved:
WILLIAM LITTLE, CFO
9/6/2022

[illegible] the nursing home
Note 2: Each account has a base balance of $100 that MMC deposited to open account

J:\NH Weekly Transfers\NH UPL Transfer Summary\2022\September\NH UPL Transfer Summary 09.06.22.xlsx

				MMC PORTION				
Activity Comments	Transfer-Out	Transfer-In	QIPP/Comp1	QIPP/Comp 2	QIPP/Comp3	QIPP/Comp4&Lapse	QIPP TI	NH PORTION
8/29/2022 Molina HC of TX HCCLAIMPMT PN1326436189 4200	-	215.70					-	215.70
8/29/2022 UHC COMMUNITY PL HCCLAIMPMT 746003411 910000	-	11,451.52					-	11,451.52
8/29/2022 HEALTH HUMAN SVC HCCLAIMPMT 174600341130052	-	4,513.48					-	4,513.48
8/30/2022 UHC COMMUNITY PL HCCLAIMPMT 746003411 910000	-	76.67					-	76.67
8/31/2022 Added to Account	-	20.09 ✓					-	20.09
8/31/2022 AMERIGROUP CORPO E-PAYMENT EE52420028 111000	-	28,705.51	25,721.40	2,984.11			27,213.46	1,492.06
9/1/2022 WIRE OUT ASHFORD HEALTH CARE CENTER LTD	99,643.41	-					-	-
9/1/2022 UnitedHealthcare HCCLAIMPMT 746003411 124384	-	5,740.00					-	5,740.00
9/1/2022 UHC COMMUNITY PL HCCLAIMPMT 746003411 910000	-	35.19					-	35.19
9/2/2022 Deposit	-	62,384.90					-	62,384.90
9/2/2022 MOLINA HEALTHCAR MOLINAACH 01133091 42000015	-	15,292.47	13,715.45	1,577.02			14,503.95	788.51
							-	-
	99,643.41 ✓	128,435.53 ✓	39,436.85	4,561.13	-	-	41,717.42 ✓	86,718.12

			MMC PORTION					
Activity Comments	Transfer-Out	Transfer-In	QIPP/Comp1	QIPP/Comp 2	QIPP/Comp3	QIPP/Comp4&Lapse	QIPP TI	NH PORTION
8/29/2022 Molina HC of TX HCCLAIMPMT PN1669860433 4200	-	4,692.21					-	4,692.21
8/29/2022 UHC COMMUNITY PL HCCLAIMPMT 746003411 910000	-	1,921.59					-	1,921.59
8/29/2022 HEALTH HUMAN SVC HCCLAIMPMT 174600341130042	-	4,100.68					-	4,100.68
8/30/2022 UHC COMMUNITY PL HCCLAIMPMT 746003411 910000	-	10,373.10					-	10,373.10
8/31/2022 Added to Account	-	22.12 ✓					-	22.12
8/31/2022 Molina HC of TX HCCLAIMPMT PN1669860433 4200	-	3,797.29					-	3,797.29
8/31/2022 UHC COMMUNITY PL HCCLAIMPMT 746003411 910000	-	10,188.85					-	10,188.85
8/31/2022 HUMANA CHA DISB HCCLAIMPMT 390861 4200001702	-	395.00					-	395.00
8/31/2022 AMERIGROUP CORPO E-PAYMENT EE52420029 111000	-	12,144.83	10,640.64	1,504.19			11,392.72	752.09
9/1/2022 WIRE OUT CANTEX HEALTH CARE CENTERS IN	122,894.56	-					-	-
9/1/2022 UHC COMMUNITY PL HCCLAIMPMT 746003411 910000	-	12,021.66					-	12,021.66
9/2/2022 Deposit	-	29,697.11					-	29,697.11
9/2/2022 MOLINA HEALTHCAR MOLINAACH 01133574 42000015	-	6,494.80	5,673.92	820.88			6,084.36	410.44
							-	-
							-	-
							-	-
							-	-
							-	-
	122,894.56 ✓	95,844.23 ✓	16,314.56	2,325.06	-	-	17,477.09 ✓	78,367.14

			MMC PORTION					
Activity Comments	Transfer-Out	Transfer-In	QIPP/Comp1	QIPP/Comp 2	QIPP/Comp3	QIPP/Comp4&Lapse	QIPP TI	NH PORTION
8/29/2022 FNC-ECHO HCCLAIMPMT 746003411 410001233033154	-	190.63					-	190.63
8/29/2022 UNITEDHEALTHCARE HCCLAIMPMT 746003411 124384	-	6,029.50					-	6,029.50
8/29/2022 UHC COMMUNITY PL HCCLAIMPMT 746003411 910000	-	2,115.49					-	2,115.49
8/29/2022 DEVOTED HEALTH P HCCLAIMPMT 121140391093941	-	3,405.00					-	3,405.00
8/29/2022 DEVOTED HEALTH P HCCLAIMPMT 121140391093939	-	2,400.00					-	2,400.00
8/30/2022 UnitedHealthcare HCCLAIMPMT 746003411 124384	-	3,700.00					-	3,700.00
8/30/2022 DEVOTED HEALTH P HCCLAIMPMT 121140392829349	-	800.00					-	800.00
8/31/2022 Added to Account	-	22.01 ✓					-	22.01
8/31/2022 UnitedHealthcare HCCLAIMPMT 746003411 124384	-	9,456.85					-	9,456.85
8/31/2022 AMERIGROUP CORPO E-PAYMENT EE52420028 111000	-	9,716.40	8,547.72	1,168.68			9,132.06	584.34
9/1/2022 WIRE OUT CANTEX HEALTH CARE CENTERS IN	110,335.74	-					-	-
9/1/2022 MANAGEANDNET1718 MNS PMNT 0000000000003268 41	-	2,875.50					-	2,875.50
9/1/2022 HNB - ECHO HCCLAIMPMT 746003411 440000219064	-	2,175.82					-	2,175.82
9/1/2022 NOVITAS SOLUTION HCCLAIMPMT 676323 420000179	-	11,864.96					-	11,864.96
9/2/2022 Deposit	-	31,107.04					-	31,107.04
9/2/2022 MOLINA HEALTHCAR MOLINAACH 01133536 42000015	-	5,177.55	4,567.91	819.64			4,567.73	309.82
9/2/2022 KS PLAN ADMINIST HCCLAIMPMT 14995 1110000245	-	10,000.00					-	10,000.00
9/2/2022 NOVITAS SOLUTION HCCLAIMPMT 676323 420000132	-	819.38					-	819.38
9/2/2022 DEVOTED HEALTH P HCCLAIMPMT 121140398598170	-	2,400.00					-	2,400.00
9/2/2022 DEVOTED HEALTH P HCCLAIMPMT 121140398598168	-	2,800.00					-	2,800.00
							-	-
	110,335.74 ✓	107,056.14 ✓	13,105.63	1,788.32	-	-	13,699.79 ✓	93,356.35

			MMC PORTION					
Activity Comments	Transfer-Out	Transfer-In	QIPP/Comp1	QIPP/Comp 2	QIPP/Comp3	QIPP/Comp4&Lapse	QIPP TI	NH PORTION
8/29/2022 MANAGEANDNET1718 MNS PMNT 0000000000004194 41	-	3,316.50					-	3,316.50
8/29/2022 UHC COMMUNITY PL HCCLAIMPMT 746003411 910000	-	3,377.60					-	3,377.60
8/29/2022 HEALTH HUMAN SVC HCCLAIMPMT 174600341130062	-	2,723.00					-	2,723.00
8/29/2022 AARP Supplementa HCCLAIMPMT 746003411 124384	-	11,679.18					-	11,679.18
8/30/2022 UHC COMMUNITY PL HCCLAIMPMT 746003411 910000	-	4,972.24					-	4,972.24
8/31/2022 Added to Account	-	11.71 ✓					-	11.71
8/31/2022 UHC COMMUNITY PL HCCLAIMPMT 746003411 910000	-	776.90					-	776.90
8/31/2022 AMERIGROUP CORPO E-PAYMENT EE52420025 111000	-	11,840.17	10,388.36	1,251.81			11,013.27	826.90
9/1/2022 WIRE OUT CANTEX HEALTH CARE CENTERS IN	61,887.74	-					-	-
9/1/2022 MANAGEANDNET1718 MNS PMNT 0000000000004194 41	-	67.50					-	67.50
9/2/2022 Deposit	-	28,515.84					-	28,515.84
9/2/2022 MOLINA HEALTHCAR MOLINAACH 01133226 42000015	-	6,201.68	5,536.33	665.35			5,870.01	331.68
							-	-
	61,887.74 ✓	73,284.31 ✓	15,924.69	1,917.16	-	-	16,883.27 ✓	$6,401.05

				MMC PORTION				
	Transfer-Out	Transfer-In	OJPP/Comp1	OJPP/Comp 2	OJPP/Comp3	OJPP/Comp4&Lapse	OJPP TI	NH PORTION
8/29/2022 PNC-ECHO HCCLAIMPMT 746003411 4100012303192	-	1,525.04					-	1,525.04
8/29/2022 Molina HC of TX HCCLAIMPMT PN1497143259 4200	-	1,274.00					-	1,274.00
8/29/2022 HNB - ECHO HCCLAIMPMT 746003411 440000295527	-	15,867.95					-	15,867.95
8/29/2022 HNB - ECHO HCCLAIMPMT 746003411 440000294997	-	1,334.41					-	1,334.41
8/29/2022 Amerigroup TXSC HCCLAIMPMT 3188043463 111000	-	7,248.60					-	7,248.60
8/29/2022 UHC COMMUNITY PL HCCLAIMPMT 746003411 910000	-	3,058.75					-	3,058.75
8/29/2022 HUMANA INS CO HCCLAIMPMT 390862 830000519775	-	1,185.00					-	1,185.00
8/29/2022 HUMANA CHA DISB HCCLAIMPMT 390862 4200001269	-	2,790.00					-	2,790.00
8/29/2022 HEALTH HUMAN SVC HCCLAIMPMT 174600141133007 2	-	710.80					-	710.80
8/30/2022 Molina HC of TX HCCLAIMPMT PN1497143259 4200	-	248.11					-	248.11
8/30/2022 UnitedHealthcare HCCLAIMPMT 746003411 124384	-	677.92					-	677.92
8/30/2022 UHC COMMUNITY PL HCCLAIMPMT 746003411 910000	-	444.53					-	444.53
8/30/2022 UHC COMMUNITY PL HCCLAIMPMT 746003411 910000	-	564.58					-	564.58
8/30/2022 HUMANA INS CO HCCLAIMPMT 390862 830000561647	-	5,530.00					-	5,530.00
8/30/2022 HUMANA CHA DISB HCCLAIMPMT 390862 4200001472	-	5,115.00					-	5,115.00
8/31/2022 Added to Account	-	31.04					-	31.04
8/31/2022 UHC COMMUNITY PL HCCLAIMPMT 746003411 910000	-	6,157.26					-	6,157.26
8/31/2022 AMERIGROUP CORPO E-PAYMENT EE52410027 111000	-	11,518.55	10,092.96	1,425.59			10,805.76	712.80
9/1/2022 WIRE OUT CANTEX HEALTH CARE CENTERS III	183,773.85	-					-	-
9/1/2022 MANAGEANDHET 1718 MNS PMNT 0000000000021482 41	-	11,314.00					-	11,314.00
9/1/2022 UHC COMMUNITY PL HCCLAIMPMT 746003411 910000	-	104.05					-	104.05
9/1/2022 CIGNA HCCLAIMPMT 1497143259 9100016965783	-	2,917.50					-	2,917.50
9/2/2022 Deposit	-	27,635.28					-	27,635.28
9/2/2022 MOLINA HEALTHCAR MOLINAACH 01123300 42000015	-	6,136.72	5,381.88	754.84			5,759.30	377.42
9/2/2022 Molina HC of Tx HCCLAIMPMT PN1497143259 4200	-	1,550.04					-	1,550.04
9/2/2022 NOVITAS SOLUTION HCCLAIMPMT 678310 470000132	-	7,550.15					-	7,550.15
	183,773.85	122,089.28	15,474.84	2,180.43	-	-	16,565.06	105,924.23
TOTALS	578,535.30	527,109.50	100,256.57	12,772.10	-	-	105,642.62	420,466.88

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Data reported as of Sep 6, 202

Account Number	Current Balance	Available Balance	Collected Balance	Prior Day Balanc
Number of Accounts: 15	**$4,701,817.22**	**$4,808,595.44**	**$4,701,817.22**	**$4,843,518.7**
*4551 CAL CO INDIGENT HEALTHCARE	$6,143.87	$6,143.87	$6,143.87	$6,143.8
*4454 MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE	$64,250.12	$80,689.36	$64,250.12	$8,479.2
*4365 MEMORIAL MEDICAL CENTER - CLINIC SERIES 2014	$536.61	$536.61	$536.61	$536.6
*4357 MEMORIAL MEDICAL CENTER - OPERATING	$3,538,665.91	$3,543,856.69	$3,538,665.91	$4,109,790.0
*4373 MEMORIAL MEDICAL CENTER - PRIVATE WAIVER CLEARING	$431.99	$431.99	$431.99	$431.9
*4381 MEMORIAL MEDICAL CENTER / NH ASHFORD	$128,554.22 ✓	$134,020.98	$128,554.22	$50,876.8
*4403 MEMORIAL MEDICAL CENTER / NH BROADMOOR	$95,958.58 ✓	$97,779.67	$95,958.58	$59,766.8
*4411 MEMORIAL MEDICAL CENTER / NH CRESCENT	$107,171.41 ✓	$117,953.29	$107,171.41	$54,867.4
*4446 MEMORIAL MEDICAL CENTER / NH FORT BEND	$73,390.07 ✓	$73,390.07	$73,390.07	$38,672.5
*4438 MEMORIAL MEDICAL CENTER / SOLERA AT WEST HOUSTON	$122,606.82 ✓	$145,747.89	$122,606.82	$79,734.6
*2998 MMC -MONEY MARKET FUND	$295,703.93	$295,703.93	$295,703.93	$295,703.9
*5506 MMC -NH BETHANY SENIOR LIVING	$120,976.09	$120,976.09	$120,976.09	$86,066.1
*5441 MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID	$29,257.22	$65,761.68	$29,257.22	$4,532.0
*5433 MMC -NH GULF POINTE PLAZA - PRIVATE PAY	$5,242.92	$6,118.60	$5,242.92	$4,913.9
*3407 MMC -NH TUSCANY VILLAGE	$112,927.46	$119,484.72	$112,927.46	$43,002.8

Memorial Medical Center
Nursing Home UPL
Weekly Nexion Transfer
Prosperity Accounts
9/6/2022

Nursing Home	Account Number	Previous Beginning Balance	Transfer-Out	Transfer-In	Pending Deposits	Today's Beginning Balance	Amount to Be Transferred to Nursing Home
[redacted]		47,469.77	47,356.74	64,137.09		64,250.12	64,119.68
					Bank Balance	64,250.12	
					Variance	-	
					Leave in Balance	100.00	

July Interest	13.03
August Interest	17.41
September Interest	
	30.44
Adjust Balance/Transfer Amt	64,119.68

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:
WILLIAM LITTLE, CFO
9/6/2022

APPROVED ON

SEP 06 2022

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

		Transfer-Out	Transfer-In	MMC PORTION CJPP/Comp1	CJPP/Comp 2	CJPP/Comp3	CJPP/Comp4 &Lapse	CJPP TI	NH PORTION
8/29/2022	TSYS/TRANSFIRST BKCD STLMT 5436845558769179	-	2,390.80					-	2,390.80
8/29/2022	HNB - ECHO HCCLAIMPMT 746003411 440000295518	-	75.63					-	75.63
8/30/2022	HNB - ECHO HCCLAIMPMT 746003411 440000240591	-	2,491.92					-	2,491.92
8/30/2022	NOVITAS SOLUTION HCCLAIMPMT 676097 420000172	-	1,747.25					-	1,747.25
8/31/2022	44000 to Account	-	17.41					-	17.41
8/31/2022	TSYS/TRANSFIRST BKCD STLMT 5436845558769179	-	1,643.23					-	1,643.23
9/1/2022	WIRE OUT NEXION HEALTH AT GOLDEN CREEK	47,356.74	-					-	-
9/2/2022	Deposit	-	50,846.02					-	50,846.02
9/2/2022	TSYS/TRANSFIRST BKCD STLMT 5436845558769179	-	2,240.00					-	2,240.00
9/2/2022	TSYS/TRANSFIRST BKCD STLMT 5436845558769179	-	143.00					-	143.00
9/2/2022	HNB - ECHO HCCLAIMPMT 746003411 440000257529	-	2,541.83					-	2,541.83
								-	-
								-	-
								-	-
		47,356.74	64,137.09	-	-	-	-	-	64,137.09

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Data reported as of Sep 6, 202

Account Number	Current Balance	Available Balance	Collected Balance	Prior Day Balanc
Number of Accounts: 15	**$4,701,817.22**	**$4,808,595.44**	**$4,701,817.22**	**$4,843,518.7**
*4551 CAL CO INDIGENT HEALTHCARE	$6,143.87	$6,143.87	$6,143.87	$6,143.8
*4454 MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE	$64,250.12	$80,689.36	$64,250.12	$8,479.2
*4365 MEMORIAL MEDICAL CENTER - CLINIC SERIES 2014	$536.61	$536.61	$536.61	$536.6
*4357 MEMORIAL MEDICAL CENTER - OPERATING	$3,538,665.91	$3,543,856.69	$3,538,665.91	$4,109,790.0
*4373 MEMORIAL MEDICAL CENTER - PRIVATE WAIVER CLEARING	$431.99	$431.99	$431.99	$431.9
*4381 MEMORIAL MEDICAL CENTER / NH ASHFORD	$128,554.22	$134,020.98	$128,554.22	$50,876.8
*4403 MEMORIAL MEDICAL CENTER / NH BROADMOOR	$95,958.58	$97,779.67	$95,958.58	$59,766.6
*4411 MEMORIAL MEDICAL CENTER / NH CRESCENT	$107,171.41	$117,953.29	$107,171.41	$54,867.4
*4446 MEMORIAL MEDICAL CENTER / NH FORT BEND	$73,390.07	$73,390.07	$73,390.07	$38,672.5
*4438 MEMORIAL MEDICAL CENTER / SOLERA AT WEST HOUSTON	$122,606.82	$145,747.89	$122,606.82	$79,734.6
*2998 MMC -MONEY MARKET FUND	$295,703.93	$295,703.93	$295,703.93	$295,703.9
*5506 MMC -NH BETHANY SENIOR LIVING	$120,976.09	$120,976.09	$120,976.09	$86,066.1
*5441 MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID	$29,257.22	$65,761.68	$29,257.22	$4,532.0
*5433 MMC -NH GULF POINTE PLAZA - PRIVATE PAY	$5,242.92	$6,118.60	$5,242.92	$4,913.9
*3407 MMC -NH TUSCANY VILLAGE	$112,927.46	$119,484.72	$112,927.46	$43,002.8

Memorial Medical Center
Nursing Home UPL
Weekly HMG Transfer
Prosperity Accounts
9/6/2022

Nursing Home	Account Number	Previous Beginning Balance	Transfer-Out	Transfer-In	Chs Cleared	Pending Deposits	Today's Beginning Balance	Amount to Be Transferred to Nursing Home
Gulf Pointe Plaza Private Pay		3,554.73 ✓	-	1,688.19 ✓			5,242.92	5,136.81
						Bank Balance	5,242.92 ✓	
						Variance	-	
						Leave in Balance	100.00	
						July Interest	2.32 ✓	
						August Interest	3.79 ✓	
						September Interest		
						Adjust Balance/Transfer Amt	5,136.81 ✓	

Nursing Home	Account Number	Previous Beginning Balance	Transfer-Out	Transfer-In	Chs Cleared	Pending Deposits	Today's Beginning Balance	Amount to Be Transferred to Nursing Home
Gulf Pointe Plaza Medicare/Medicaid		145,377.09 ✓	145,257.24 ✓	29,147.37 ✓		-	29,257.22	29,133.98
						Bank Balance	29,257.22 ✓	
						Variance	-	
						Leave in Balance	100.00	
						July Interest	9.15 ✓	
						August Interest	13.39 ✓	
						September Interest		
						Adjust Balance/Transfer Amt	29,133.98 ✓	

Routing Information for Gulf Pointe Plaza:

TOTAL TRANSFERS 34,270.79 ✓

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:
WILLIAM LITTLE, CFO
9/6/2022

APPROVED ON

SEP 06 2022

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

			MMC PORTION					
	Transfer-Out	Transfer-In	QIPP/Comp1	QIPP/Comp 2	QIPP/Comp3	QIPP/Comp4 &Lapse	QIPP TI	NH PORTION
8/29/2022 HNB - ECHO HCCLAIMPMT 746003411 440000295518	-	1,160.38					-	1,160.38
8/29/2022 HNB - ECHO HCCLAIMPMT 746003411 440000295518	-	19.60					-	19.60
8/29/2022 HNB - ECHO HCCLAIMPMT 746003411 440000294997	-	23.52					-	23.52
8/30/2022 HNB - ECHO HCCLAIMPMT 746003411 440000240561	-	49.00					-	49.00
8/31/2022 Added to Account	-	3.79 ✓					-	3.79
8/31/2022 HNB - ECHO HCCLAIMPMT 746003411 440000282104	-	102.91					-	102.91
9/2/2022 AETNA AS01 HCCLAIMPMT 1922092790 51000012608	-	328.99					-	328.99
	-	1,688.19 ✓	-	-	-	-	-	-
			-	-	-	-	-	1,688.19

			MMC PORTION					
	Transfer-Out	Transfer-In	QIPP/Comp1	QIPP/Comp 2	QIPP/Comp3	QIPP/Comp4 &Lapse	QIPP TI	NH PORTION
8/29/2022 MERCHANT BANKCD DEPOSIT 496478518889 9100001	-	2,240.00					-	2,240.00
8/29/2022 WPS-TMEP CONTRAC HCCLAIMPMT 2301887045 21000	-	1,167.00					-	1,167.00
8/30/2022 NORIDIAN J3A HCCLAIMPMT 675892 4200001395132	-	1,001.77					-	1,001.77
8/31/2022 Added to Account	-	19.39 ✓					-	19.39
9/1/2022 WIRE OUT HMG SERVICES, LLC	145,267.24	-					-	-
9/2/2022 Deposit	-	24,725.21					-	24,725.21
							-	-
							-	-
							-	-
							-	-
							-	-
	145,267.24	29,147.37 ✓	-	-	-	-	-	29,147.37
	145,267.24	30,835.56	-	-	-	-	-	30,835.56

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Data reported as of Sep 6, 202

Account Number	Current Balance	Available Balance	Collected Balance	Prior Day Balanc
Number of Accounts: 15	**$4,701,817.22**	**$4,808,595.44**	**$4,701,817.22**	**$4,843,518.7**
*4551 CAL CO INDIGENT HEALTHCARE	$6,143.87	$6,143.87	$6,143.87	$6,143.8
*4454 MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE	$64,250.12	$80,689.36	$64,250.12	$8,479.2
*4365 MEMORIAL MEDICAL CENTER - CLINIC SERIES 2014	$536.61	$536.61	$536.61	$536.6
*4357 MEMORIAL MEDICAL CENTER - OPERATING	$3,538,665.91	$3,543,856.69	$3,538,665.91	$4,109,790.0
*4373 MEMORIAL MEDICAL CENTER - PRIVATE WAIVER CLEARING	$431.99	$431.99	$431.99	$431.9
*4381 MEMORIAL MEDICAL CENTER / NH ASHFORD	$128,554.22	$134,020.98	$128,554.22	$50,876.8
*4403 MEMORIAL MEDICAL CENTER / NH BROADMOOR	$95,958.58	$97,779.67	$95,958.58	$59,766.8
*4411 MEMORIAL MEDICAL CENTER / NH CRESCENT	$107,171.41	$117,953.29	$107,171.41	$54,867.4
*4446 MEMORIAL MEDICAL CENTER / NH FORT BEND	$73,390.07	$73,390.07	$73,390.07	$38,672.9
*4438 MEMORIAL MEDICAL CENTER / SOLERA AT WEST HOUSTON	$122,606.82	$145,747.89	$122,606.82	$79,734.8
*2998 MMC -MONEY MARKET FUND	$295,703.93	$295,703.93	$295,703.93	$295,703.9
*5506 MMC -NH BETHANY SENIOR LIVING	$120,976.09	$120,976.09	$120,976.09	$86,066.1
*5441 MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID	$29,257.22 ✓	$65,761.68	$29,257.22	$4,532.0
*5433 MMC -NH GULF POINTE PLAZA - PRIVATE PAY	$5,242.92 ✓	$6,118.60	$5,242.92	$4,913.9
*3407 MMC -NH TUSCANY VILLAGE	$112,927.46	$119,484.72	$112,927.46	$43,002.8

Memorial Medical Center
Nursing Home UPL
Weekly Tuscany Transfer
Prosperity Accounts
9/6/2022

Nursing Home	Account	Previous Beginning Balance	Transfer-Out	Transfer-In	Ckr Cleared	Pending Deposits	Today's Beginning Balance	Amount to Be Transferred to Nursing Home
Tuscany Village		254,510.81	254,410.81	112,827.46			112,927.46	88,250.82
						Bank Balance	112,927.46	
						Variance		
						Leave in Balance	100.00	
						AMERIGROUP QIPP	16,032.28	
						MOLINA QIPP	8,544.35	
						Adjust Balance/Transfer Amt		88,250.82

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: 9/6/2022
WILLIAM LITTLE, CFO

APPROVED ON

SEP 06 2022

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

Tuscan Village	Transfer-Out	Transfer-In	MMC PORTION QIPP/Comp 1	QIPP/Comp 2	QIPP/Comp 3	QIPP/Comp 4&Lapse	QIPP TI	NH PORTION
8/29/2022 Molina HC of TX HCCLAIMPMT PN1275717894 4200	-	3,545.41					-	3,545.41
8/30/2022 NOVITAS SOLUTION HCCLAIMPMT 676201 420000172	-	2,208.47					-	2,208.47
8/31/2022 Added to Account	-	23.17					-	23.17
8/31/2022 Molina HC of TX HCCLAIMPMT PN1275717894 4200	-	2,394.17					-	2,394.17
8/31/2022 AMERIGROUP CORPO E-PAYMENT EE52420030 111000	-	16,983.79	15,080.76	1,903.03			16,032.28	951.52
9/1/2022 WIRE OUT LINBAR ENTERPRISES, LLC	254,410.81	-					-	-
9/1/2022 NOVITAS SOLUTION HCCLAIMPMT 676201 420000179	-	17,747.85					-	17,747.85
9/2/2022 Deposit	-	46,210.57					-	46,210.57
9/2/2022 MOLINA HEALTHCAR MOLINAACH 01133569 42000015	-	9,047.19	8,041.53	1,005.66			8,544.36	502.83
9/2/2022 KS PLAN ADMINIST HCCLAIMPMT 179 111000024589	-	8,360.00					-	8,360.00
9/2/2022 NOVITAS SOLUTION HCCLAIMPMT 676201 420000132	-	6,306.84					-	6,306.84
	254,410.81	112,827.46	23,122.29	2,908.69	-	-	24,576.64	88,250.83

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Data reported as of Sep 6, 202

Account Number	Current Balance	Available Balance	Collected Balance	Prior Day Balanc
Number of Accounts: 15	**$4,701,817.22**	**$4,808,595.44**	**$4,701,817.22**	**$4,843,518.7**
*4551 CAL CO INDIGENT HEALTHCARE	$6,143.87	$6,143.87	$6,143.87	$6,143.8
*4454 MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE	$64,250.12	$80,689.36	$64,250.12	$8,479.2
*4365 MEMORIAL MEDICAL CENTER - CLINIC SERIES 2014	$536.61	$536.61	$536.61	$536.6
*4357 MEMORIAL MEDICAL CENTER - OPERATING	$3,538,665.91	$3,543,856.69	$3,538,665.91	$4,109,790.0
*4373 MEMORIAL MEDICAL CENTER - PRIVATE WAIVER CLEARING	$431.99	$431.99	$431.99	$431.9
*4381 MEMORIAL MEDICAL CENTER / NH ASHFORD	$128,554.22	$134,020.98	$128,554.22	$50,876.8
*4403 MEMORIAL MEDICAL CENTER / NH BROADMOOR	$95,958.58	$97,779.67	$95,958.58	$59,766.8
*4411 MEMORIAL MEDICAL CENTER / NH CRESCENT	$107,171.41	$117,953.29	$107,171.41	$54,867.4
*4446 MEMORIAL MEDICAL CENTER / NH FORT BEND	$73,390.07	$73,390.07	$73,390.07	$38,672.8
*4438 MEMORIAL MEDICAL CENTER / SOLERA AT WEST HOUSTON	$122,606.82	$145,747.89	$122,606.82	$79,734.0
*2998 MMC -MONEY MARKET FUND	$295,703.93	$295,703.93	$295,703.93	$295,703.9
*5506 MMC -NH BETHANY SENIOR LIVING	$120,976.09	$120,976.09	$120,976.09	$86,066.1
*5441 MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID	$29,257.22	$65,761.68	$29,257.22	$4,532.0
*5433 MMC -NH GULF POINTE PLAZA - PRIVATE PAY	$5,242.92	$6,118.60	$5,242.92	$4,913.9
*3407 MMC -NH TUSCANY VILLAGE	$112,927.46 ✓	$119,484.72	$112,927.46	$43,002.8

Memorial Medical Center
Nursing Home UPL
Weekly HSLTransfer
Prosperity Accounts
9/6/2022

Nursing Home	Account	Previous Beginning Balance	Transfer-Out	Transfer-In	CKs Cleared	Pending Medicare Repayment	Today's Beginning Balance	Amount to Be Transferred to Nursing Home
[redacted]		237,397.78	239,164.28	122,742.59			120,976.09	120,822.50

Bank Balance	120,976.09
Variance	-
Leave in Balance	100.00

July Interest	30.43
August Interest	23.16
September Interest	
Adjust Balance/Transfer Amt	120,822.50

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:
WILLIAM LITTLE, CFO 9/6/2022

				MMC PORTION					
		Transfer-Out	Transfer-In	CIPP/Comp1	CIPP/Comp 2	CIPP/Comp3	CIPP/Comp4&Lap14	CIPP TI	NH PORTION
8/29/2022	Deposit	-	14,901.11					-	14,901.11
8/29/2022	Deposit	-	3,600.56					-	3,600.56
8/29/2022	HNB - ECHO HCCLAIMPMT 746003411 440000294997	-	5,601.27					-	5,601.27
8/30/2022	Deposit	-	903.34					-	903.34
8/31/2022	Added to Account	-	37,276.75					-	37,276.75
8/31/2022	Deposit	-	23.16					-	23.16
8/31/2022	NOVITAS SOLUTION HCCLAIMPMT 676481 420000173	-	1,377.85					-	1,377.85
9/1/2022	ck337 Returned check	1,896.93	11,420.77					-	11,420.77
9/1/2022	WIRE OUT PORT LAVACA NH, LLC	~~237,267.35~~	-					-	-
9/1/2022	Deposit	-	3,844.83					-	3,844.83
9/2/2022	Deposit	-	8,883.00					-	8,883.00
9/2/2022	NOVITAS SOLUTION HCCLAIMPMT 676481 420000132	-	23,951.19					-	23,951.19
		-	10,958.76					-	10,958.76
		239,164.28	122,742.59	-	-	-	-	-	122,742.59

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Data reported as of Sep 6, 202

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Number of Accounts: 15	**$4,701,817.22**	**$4,808,595.44**	**$4,701,817.22**	**$4,843,518.7**
*4551 CAL CO INDIGENT HEALTHCARE	$6,143.87	$6,143.87	$6,143.87	$6,143.8
*4464 MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE	$64,250.12	$80,689.36	$64,250.12	$8,479.2
*4365 MEMORIAL MEDICAL CENTER - CLINIC SERIES 2014	$536.61	$536.61	$536.61	$536.6
*4357 MEMORIAL MEDICAL CENTER - OPERATING	$3,538,665.91	$3,543,856.69	$3,538,665.91	$4,109,790.0
*4373 MEMORIAL MEDICAL CENTER - PRIVATE WAIVER CLEARING	$431.99	$431.99	$431.99	$431.9
*4381 MEMORIAL MEDICAL CENTER / NH ASHFORD	$128,554.22	$134,020.98	$128,554.22	$50,876.8
*4403 MEMORIAL MEDICAL CENTER / NH BROADMOOR	$95,958.58	$97,779.67	$95,958.58	$59,766.8
*4411 MEMORIAL MEDICAL CENTER / NH CRESCENT	$107,171.41	$117,953.29	$107,171.41	$54,867.4
*4446 MEMORIAL MEDICAL CENTER / NH FORT BEND	$73,390.07	$73,390.07	$73,390.07	$38,672.5
*4438 MEMORIAL MEDICAL CENTER / SOLERA AT WEST HOUSTON	$122,606.82	$145,747.89	$122,606.82	$79,734.6
*2998 MMC -MONEY MARKET FUND	$295,703.93	$295,703.93	$295,703.93	$295,703.9
*5506 MMC -NH BETHANY SENIOR LIVING	$120,976.09	$120,976.09	$120,976.09	$86,066.1
*5441 MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID	$29,257.22	$65,761.68	$29,257.22	$4,532.0
*5433 MMC -NH GULF POINTE PLAZA - PRIVATE PAY	$5,242.92	$6,118.60	$5,242.92	$4,913.9
*3407 MMC -NH TUSCANY VILLAGE	$112,927.46	$119,484.72	$112,927.46	$43,002.8

MEMORIAL MEDICAL CENTER

CHECK REQUEST - Ashford

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MEMORIAL MEDICAL CENTER

Date Requested: 9/6/22

APPROVED ON

SEP 06 2022

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

FOR ACCT. USE ONLY
- ☐ Imprest Cash
- ☐ A/P Check
- ☐ Mail Check to Vendor
- ☐ Return Check to Dept

AMOUNT $41,717.42

G/L NUMBER: 10255040

EXPLANATION: AMERIGROUP AND MOLINA JULY QIPP

REQUESTED BY: Mayra Martinez

AUTHORIZED BY:

MEMORIAL MEDICAL CENTER

CHECK REQUEST – Broadmoor

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MEMORIAL MEDICAL CENTER

Date Requested: 9/6/22

APPROVED ON
SEP 06 2022
BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

FOR ACCT. USE ONLY
- ☐ Imprest Cash
- ☐ A/P Check
- ☐ Mail Check to Vendor
- ☐ Return Check to Dept

AMOUNT $17,477.09

G/L NUMBER: 10255040

EXPLANATION: AMERIGROUP AND MOLINA JULY QIPP

REQUESTED BY: Mayra Martinez

AUTHORIZED BY:

MEMORIAL MEDICAL CENTER

CHECK REQUEST - Crescent

PAY TO THE ORDER OF: MEMORIAL MEDICAL CENTER

Date Requested: 9/6/22

APPROVED ON SEP 06 2022 BY COUNTY AUDITOR CALHOUN COUNTY, TEXAS

FOR ACCT. USE ONLY
- [ ] Imprest Cash
- [ ] A/P Check
- [ ] Mail Check to Vendor
- [ ] Return Check to Dept

AMOUNT: $13,999.79

G/L NUMBER: 10255040

EXPLANATION: AMERIGROUP AND MOLINA JULY QIPP

REQUESTED BY: Mayra Martinez

AUTHORIZED BY:

MEMORIAL MEDICAL CENTER

CHECK REQUEST - Fwt Bud

PAY TO THE ORDER OF: MEMORIAL MEDICAL CENTER

Date Requested: 9/6/22

APPROVED ON SEP 06 2022 BY COUNTY AUDITOR CALHOUN COUNTY, TEXAS

FOR ACCT. USE ONLY
- [ ] Imprest Cash
- [ ] A/P Check
- [ ] Mail Check to Vendor
- [ ] Return Check to Dept.

AMOUNT: $16,883.28

G/L NUMBER: 10255040

EXPLANATION: AMERIGROUP AND MOLINA JULY QIPP

REQUESTED BY: Mayra Martinez

AUTHORIZED BY:

MEMORIAL MEDICAL CENTER

CHECK REQUEST - Solen

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MEMORIAL MEDICAL CENTER

Date Requested: 9/6/22

APPROVED ON
SEP 06 2022
BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

FOR ACCT. USE ONLY
- [ ] Imprest Cash
- [ ] A/P Check
- [ ] Mail Check to Vendor
- [ ] Return Check to Dept

AMOUNT $16,565.06

G/L NUMBER: 10255040

EXPLANATION: AMERIGROUP AND MOLINA JULY QIPP

REQUESTED BY: Mayra Martinez

AUTHORIZED BY:

MEMORIAL MEDICAL CENTER

CHECK REQUEST - Tuscany

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MEMORIAL MEDICAL CENTER

Date Requested: 9/6/22

APPROVED ON
SEP 06 2022
BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

FOR ACCT. USE ONLY
- [ ] Imprest Cash
- [ ] A/P Check
- [ ] Mail Check to Vendor
- [ ] Return Check to Dept

AMOUNT $24,576.64

G/L NUMBER: 10255040

EXPLANATION: AMERIGROUP AND MOLINA JULY QIPP

REQUESTED BY: Mayra Martinez

AUTHORIZED BY:

CALHOUN COUNTY, TEXAS

Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 09.07.22

1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
AMBULANCE OPERATIONS-SEADRIFT	340	SERVICES	65740	FRONTIER COMMUNICATIONS	2855	3617852...	SEADRIFT AMB 8/25 ACCT# 361-785-2911-010699-5 TELEPHONE SVC	63.38	
AMBULANCE OPERATIONS-SEADRIFT	Total 340							63.38	0.00
BUILDING MAINTENANCE	170	BUILDING SUPPLIES/PARTS	53610	FASTENAL COMPANY	2274	TXPOT2...	MAINT 8/9 SUPPLIES	146.23	
			53610	HAYES ELECTRIC SERVICE	3009	A222082...	MAINT 8/24 FUSES	96.00	
			53610	GULF COAST HARDWARE LLC	63196	166532	MAINT 7/1 SUPPLIES	46.94	
			53610	GULF COAST HARDWARE LLC	63196	166539	MAINT 7/1 SUPPLIES	56.98	
			53610	GULF COAST HARDWARE LLC	63196	166542	MAINT 7/1 SUPPLIES	19.98	
			53610	GULF COAST HARDWARE LLC	63196	166550	MAINT 7/1 SUPPLIES	41.96	
			53610	GULF COAST HARDWARE LLC	63196	166552	MAINT 7/1 SUPPLIES	68.97	
			53610	GULF COAST HARDWARE LLC	63196	166654	MAINT 7/7 SUPPLIES	18.77	
			53610	GULF COAST HARDWARE LLC	63196	166674	MAINT 7/7 SUPPLIES	85.10	
			53610	GULF COAST HARDWARE LLC	63196	166706	MAIN 7/8 SUPPLIES	28.94	
			53610	GULF COAST HARDWARE LLC	63196	166716	MAINT 7/8 SUPPLIES	52.56	
			53610	GULF COAST HARDWARE LLC	63196	166793	MAINT 7/11 SUPPLIES	11.99	
			53610	GULF COAST HARDWARE LLC	63196	166837	MAINT 7/12 SUPPLIES	10.58	
			53610	GULF COAST HARDWARE LLC	63196	166890	MAINT 7/13 SUPPLIES	49.99	
			53610	GULF COAST HARDWARE LLC	63196	166971	MAINT 7/15 SUPPLIES	8.99	
			53610	GULF COAST HARDWARE LLC	63196	167024	MAINT 7/18 SUPPLIES	12.99	

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
			53610	GULF COAST HARDWARE LLC	63196	167109	MAINT 7/20 SUPPLIES	11.98	
			53610	GULF COAST HARDWARE LLC	63196	167195	MAINT 7/22 SUPPLIES	108.78	
			53610	GULF COAST HARDWARE LLC	63196	167266	MAINT 7/25 SUPPLIES	68.34	
			53610	GULF COAST HARDWARE LLC	63196	167289	MAINT 7/26 SUPPLIES	70.00	
			53610	GULF COAST HARDWARE LLC	63196	167296	MAINT 7/26 SUPPLIES	28.88	
			53610	GULF COAST HARDWARE LLC	63196	167305	MAINT 7/26 SUPPLIES	34.98	
			53610	GULF COAST HARDWARE LLC	63196	167345	MAINT 7/27 SUPPLIES	2.76	
			53610	GULF COAST HARDWARE LLC	63196	167419	MAINT 7/29 SUPPLIES	16.99	
			53610	GULF COAST HARDWARE LLC	63196	167420	MAINT 7/29 SUPPLIES	20.47	
		JANITOR SUPPLIES	53640	GULF COAST PAPER CO INC	2619	2272497	MAINT 8/16 SUPPLIES	542.84	
		INSPECTIONS-JAIL	62838	VCS SECURITY SYSTEMS, INC.	8244	247231	MAINT 8/1 JAIL INSPECTION	500.00	
		REPAIRS-COURTHOUSE ANNEX II	65455	COASTAL REFRIGERATION	812	5114274...	MAINT 8/10 REPAIR ANNEX A/C UNITS	8,500.00	
		UTILITIES-AG BLDG/FAIRGROUNDS	66602	CAVALLO ENERGY TEXAS LLC	2112	2224100...	1 HWY 35 UNIT 400 SL NO METER#	20.64	
			66602	CAVALLO ENERGY TEXAS LLC	2112	2224100...	AG BLDG- 9/29- METER#166003693-	11.07	
			66602	CAVALLO ENERGY TEXAS LLC	2112	2224100...	AG BLDG- 9/29- METER#574091035-	1,191.10	
			66602	CAVALLO ENERGY TEXAS LLC	2112	2224100...	BALL PARK- 9/29- METER#581206114-	314.00	
			66602	CAVALLO ENERGY TEXAS LLC	2112	2224100...	BAUER BLDG- 9/29- METER#130868765-	629.12	
			66602	CAVALLO ENERGY TEXAS LLC	2112	2224100...	BAUER BLDG- 9/29- METER#150691105-	22.04	
			66602	CAVALLO ENERGY TEXAS LLC	2112	2224100...	BAUER BLDG- 9/29- NO METER #-	16.40	

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
			66602	CAVALLO ENERGY TEXAS LLC	2112	2224100...	FG METAL BLDG- 9/29- METER#125531623-	150.00	
			66602	CAVALLO ENERGY TEXAS LLC	2112	2224100...	FG SEC LIGHT- 9/29- NO METER #-	37.72	
			66602	CAVALLO ENERGY TEXAS LLC	2112	2224100...	FG SEC LIGHT- 9/29- NO METER#	16.40	
			66602	CAVALLO ENERGY TEXAS LLC	2112	2224100...	FG WOODSHOP- 9/29- METER#144743792-	10.17	
			66602	CAVALLO ENERGY TEXAS LLC	2112	2224100...	FG- POLE- 9/29- METER#575045104-	10.17	
			66602	CAVALLO ENERGY TEXAS LLC	2112	2224100...	NEW SHOW BARN-9/29- METER#145862049-	10.17	
			66602	CAVALLO ENERGY TEXAS LLC	2112	2224100...	OLD SHOW BARN- 9/29- METER#135279709-	10.17	
			66602	CAVALLO ENERGY TEXAS LLC	2112	2224100...	PAVILLION- 9/29- METER#165353885-	130.14	
			66602	CAVALLO ENERGY TEXAS LLC	2112	2224100...	RODEO RR- 9/29- METER#157104606-	515.62	
			66602	REPUBLIC SERVICES #847	8897	0847001...	FAIRGROUNDS 8/26 ACCT# 3-0847-0004638 TRASH SERVICE	214.29	
		UTILITIES-COURTHOUSE AND JAIL	66604	CAVALLO ENERGY TEXAS LLC	2112	2224100...	COURTHOUSE- 9/29- METER#590613050-	8,226.89	
			66604	REPUBLIC SERVICES #847	8897	0847001...	COURTHOUSE 8/26 ACCT# 3-0847-0004639 TRASH SERVICE	349.96	
		UTILITIES-JAIL	66605	CAVALLO ENERGY TEXAS LLC	2112	2224100...	JAIL- 9/29- METER#592811568-	7,245.73	
			66605	REPUBLIC SERVICES #847	8897	0847001...	JAIL 8/26 ACCT# 3-0847-0004640 TRASH SERVICE	349.96	
		UTILITIES-COURTHOUSE ANNEX	66606	CAVALLO ENERGY TEXAS LLC	2112	2224100...	ANNEX I- 9/29- METER#575045069-	2,262.82	
		UTILITIES-COURTHOUSE ANNEX II	66621	CAVALLO ENERGY TEXAS LLC	2112	2224100...	ANNEX II- 9/29- METER#136523550-	494.63	
BUILDING MAINTENANCE	Total 170							32,902.20	0.00

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 09.07.22
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
COMMISSIONERS COURT	230	LEGAL NOTICES	63290	THE PORT LAVACA WAVE	62340	3000628...	COMM CRT 8/03 LEGAL #2745 MAG-IND FISHING PIERS HUR NICK REH	135.90	
			63290	THE PORT LAVACA WAVE	62340	3000629...	COMM CRT 8/10 LEGAL #2745 MAG-IND FISHING PIERS HUR NICK REH	135.90	
		PATHOLOGIST FEES	64520	VICTORIA MORTUARY SERVICE INC	8238	220818	JP4 8/6 TRANSP DECEASED TO VICTORIA MORTUARY M. GARCIA	567.50	
		UTILITIES-EMERG. COMMUNICATION NETWORK	66607	CAVALLO ENERGY TEXAS LLC	2112	2224100...	RADIO TOWER SITE- 9/29- METER#110929582-	229.02	
COMMISSIONERS COURT	Total 230							1,068.32	0.00
CONSTABLE-PRECINCT #5	620	LAW ENFORCEMENT SUPPLIES	53430	THOMAS DAVID	EM...	PO6200...	CONST PCT 5 7/14 REIMB JUMP BOX	239.97	
		UNIFORMS	53995	THOMAS DAVID	EM...	PO6200...	CONST PCT 5 7/6 REIMB 14 SHIRTS	255.68	
CONSTABLE-PRECINCT #5	Total 620							495.65	0.00
COUNTY AUDITOR	190	GENERAL OFFICE SUPPLIES	53020	QUILL LLC	6602	27170963	AUDITOR 8/19 LYSOL SPRAY	0.10	
			53020	QUILL LLC	6602	27179822	AUDITOR 8/19 TONER & SUPPLIES	192.15	
COUNTY AUDITOR	Total 190							192.25	0.00
COUNTY COURT-AT-LAW	410	ADULT ASSIGNED-ATTORNEY FEES	60050	CLARK JERRY	9858	2021180	CRT AT LAW #1 8/22 CAUSE# 2022-CR-0116-CC B. GALLOWAY	250.00	
			60050	CLARK JERRY	9858	2021181	CRT AT LAW #1 8/22 CAUSE# 2022CR-0151-CC B. GALLOWAY	75.00	
COUNTY COURT-AT-LAW	Total 410							325.00	0.00

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 09.07.22
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
COUNTY TREASURER	210	GENERAL OFFICE SUPPLIES	53020	QUILL LLC	6602	27081807	TREASURER 8/16 GEN OFFICE SUPPLIES	33.64	
		DUES	54020	TEXAS ASSOCIATION OF COUNTIES	7819	329200	TREASURER 11/3-4/22 ID# 202920 TX PUBLIC FUNDS INVEST CONF	160.00	
		MACHINE MAINTENANCE	63500	DEWITT POTH & SON LLC	3379	6906880	TREASURER 8/15 COPIER COUNTS	130.79	
			63500	PITNEY BOWES GLOBAL FIN. SERV.	6268	3316218...	TREASURER 8/28 POSTAGE METER LEASE RENTAL	372.00	
COUNTY TREASURER	Total 210							696.43	0.00
DISTRICT ATTORNEY	510	GENERAL OFFICE SUPPLIES	53020	QUILL LLC	6602	26395908	DA 7/15 OFFICE SUPPLIES AND COPY PAPER	85.51	
			53020	QUILL LLC	6602	26858149	DA 8/5 MISC SUPPLIES	566.77	
			53020	QUILL LLC	6602	26865976	DA 8/6 MISC OFFICE SUPPLIES	22.99	
			53020	QUILL LLC	6602	26871807	DA 8/8 MISC SUPPLIES	35.98	
			53020	AQUA BEVERAGE CO	89	214835	DA 7/19 JULY 2022 WATER USAGE	48.50	
			53020	AQUA BEVERAGE CO	89	217024	DA 7/31 JULY 2022 COOLER RENTAL	12.50	
		PHOTO COPIES/SUPPLIES	53030	QUILL LLC	6602	26395908	DA 7/15 OFFICE SUPPLIES AND COPY PAPER	113.94	
		LEGAL SERVICES	63350	BROOKS DAVID B	5955	DB20227	DA 7/31 JULY 2022 SUBSCRIPTION	100.00	
		POSTAGE	64790	PITNEY BOWES GLOBAL FIN. SERV.	6268	3316192...	DA 8/26 PITNEY BOWES LEASE JUNE-SEPT 2022	279.45	
		TRAVEL ADVANCE SUSPENSE	66448	HEARD DAN W.	3010	PO5108...	DA 8/29 TDCAA CONF ADVANCE DAN HEARD 9/20-23/22	763.03	
			66448	WHITE WILLIAM A	EM...	PO5108...	DA 8/29 TDCAA CONF ADVANCE BILL WHITE 9/20-23/22	763.03	
			66448	DUNN CHRISTY BROWN	EM...	PO5108...	DA 8/29 TDCAA CONF ADVANCE CHRISTY DUNN 9/20-23/22	763.03	
		VEHICLE FUEL/OIL/SERVICE	67120	FIRESTONE OF PORT LAVACA LLC	5584	0078844	DA 8/10 INVESTIGATOR VEHICLE REPAIRS	2,496.98	

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
DISTRICT ATTORNEY	Total 510							6,051.71	0.00
DISTRICT CLERK	420	PHOTO COPIES/SUPPLIES	53030	GREAT AMERICA FINANCIAL	2751	32294439	DIST CLRK 8/24 STANDARD MO PMT TOSHIBA COPIER	205.00	
		EQUIPMENT-STAMP/MAIL MACHINE	72700	PITNEY BOWES GLOBAL FIN. SERV.	6268	3316185...	DIST CLRK 8/26 LEASING CHARGE & VALUE MAX CHARGE6/30-9/29/22	383.25	
DISTRICT CLERK	Total 420							588.25	0.00
DISTRICT COURT	430	ADULT ASSIGNED-ATTORNEY FEES	60050	WHITWORTH DAIN P	43880	2022188	DIST CRT 8/25 ATNY FEES CAUSE# 20-PF-0174-DC S. VALADEZ	75.00	
			60050	WHITWORTH DAIN P	43880	2022189	DIST CRT 8/25 ATNY FEES CAUSE# 2022-CR-8626-DC D. HERRERA JR	350.00	
			60050	CLARK JERRY	9858	2022186	DIST CRT 8/23 ATNY FEES CAUSE# 22-PF-0056-DC S. LOPEZ III	75.00	
			60050	CLARK JERRY	9858	2022187	DIST CRT 8/23 ATNY FEES CAUSE# 22-PF-0057-DC S. LOPEZ III	75.00	
			60050	CLARK JERRY	9858	2022192	DIST CRT 8/25 ATNY FEES CAUSE# 2021-CR-8547-DC M. LOTT	350.00	
			60050	CLARK JERRY	9858	2022193	DIST CRT 8/25 ATNY FEES CAUSE# 2022-CR-8619-DC D. TYLER	350.00	
			60050	CLARK JERRY	9858	2022194	DIST CRT 8/25 ATNY FEES CAUSE# 2022-CR-8603-DC S. GRASSE	350.00	
			60050	CLARK JERRY	9858	2022195	DIST CRT 8/25 ATNY FEES CAUSE# 2022-CR-8599-DC A. ACOSTA	350.00	
			60050	CLARK JERRY	9858	2022196	DIST CRT 8/25 ATNY FEES CAUSE# 2022-CR-8572-DC R. PARKER II	350.00	

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
			60050	CLARK JERRY	9858	2022197	DIST CRT 8/25 ATNY FEES CAUSE# 2022-CR-8641-DC EH THREE HTOO	75.00	
			60050	CLARK JERRY	9858	2022198	DIST CRT 8/25 ATNY FEES CAUSE# 2022-CR-8640-DC EH THREE HTOO	75.00	
			60050	CLARK JERRY	9858	2022199	DIST CRT 8/25 ATNY FEES CAUSE# 2022-CR-8569-DC EH THREE HTOO	1,312.50	
			60050	CLARK JERRY	9858	2022200	DIST CRT 8/25 ATTNY FEES CAUSE# 2020-CR-8255-DC M. AGREGO SR	350.00	
		INTERPRETER SERVICES	62960	HTOO CHRISTINA	12720	PO2022...	DIST CRT 8/25 INTERPRETER SVC EH THREE HTOO	160.00	
DISTRICT COURT	Total 430							4,297.50	0.00
ELECTIONS	270	GENERAL OFFICE SUPPLIES	53020	QUILL LLC	6602	26991943	ELECTIONS 8/11 OFFICE SUPPLIES	224.14	
		ELECTION SUPPLIES	53361	SCOTT-MERRIMAN INC	7295	70315	ELECTIONS 8/22 ELECTION SUPPLIES	729.68	
ELECTIONS	Total 270							953.82	0.00
EMERGENCY MANAGEMENT	630	TELEPHONE SERVICES	66192	AT&T MOBILITY	5209	3615501...	EMERG MGT & HR 8/11 ACCT# 826404791 TELEPHONE SERVICE	163.75	
EMERGENCY MANAGEMENT	Total 630							163.75	0.00
EMERGENCY MEDICAL SERVICES	345	SUPPLIES/OPERATING EXPENSES	53980	BOUND TREE MEDICAL, LLC	412	84650832	EMS 8/19 FLUID REPELLANT SHOE COVERS	154.08	
			53980	BOUND TREE MEDICAL, LLC	412	84654597	EMS 8/23 IV FLUSH SYRINGES	443.60	
			53980	BOUND TREE MEDICAL, LLC	412	84654598	EMS 8/23 INTUBATION TUBING	1,417.28	
			53980	BOUND TREE MEDICAL, LLC	412	84658654	EMS 8/25 IV SOLUTION SODIUM CHLORIDE	385.92	

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
		EMPLOYMENT EXPENSES	62430	DISA INC	3691	2108787	EMS 5/15 STAT TEST BUNDLE FOR J. CORBELL	30.00	
			62430	DISA INC	3691	2168718	EMS 8/15 NON-DOT PHYSICAL & STAT TEST FOR J. CORBELL	75.00	
		MACHINERY/EQUIPMENT REPAIRS	63530	FRAZER LTD	2266	86141	EMS 8/23 AMBULANCE A/C RETURN AIR GRILLE M6	80.33	
			63530	FRAZER LTD	2266	86142	EMS 8/23 AMBULANCE A/C RETURN AIR GRILLE x5	353.54	
		UTILITIES	66600	CAVALLO ENERGY TEXAS LLC	2112	2224100...	EMS SEC LIGHT- 9/29- NO METER #	110.46	
			66600	CAVALLO ENERGY TEXAS LLC	2112	2224100...	EMS- 9/29- METER#575212260-	1,560.88	
			66600	VICTORIA ELECTRIC COOP	8205	9870170...	EMS 8/25 ACCT# 987017-001 KWH 4400 SOUTH STATION ELECTRICITY	547.78	
			66600	REPUBLIC SERVICES #847	8897	0847001...	EMS 8/26 ACCT# 3-0847-0004637 CNTRL STATION TRASH PICK-UP	174.53	
		CAPITAL OUTLAY	70750	FRAZER LTD	2266	85712	EMS 7/20 GENERATOR FOR AMBULANCE	4,500.00	
EMERGENCY MEDICAL SERVICES	Total 345							9,833.40	0.00
FIRE PROTECTION-SIX MILE	695	SERVICES	65740	KERRI BOYD, TAX ASSESSOR	4041	1124487...	SIX MILE VFD 6/16 REG OF 2012 KENWORTH TANKER LP 1124487	7.50	
			65740	KERRI BOYD, TAX ASSESSOR	4041	1388602...	SIX MILE VFD 6/14 REG OF 2007 FORD F350 LP 1388602	7.50	
		UTILITIES	66600	VICTORIA ELECTRIC COOP	8205	9812700...	SIX MILE VFD 8/25 ACCT# 981270-022 KWH 1102	158.18	
FIRE PROTECTION-SIX MILE	Total 695							173.18	0.00
HISTORICAL COMMISSION	130	MISCELLANEOUS	63920	SENTRY MAPPING SERVICES LLC	7174	PO7130...	CALCO HIST 8/24 GPR MAPNG SURVEY OLD TWN CEM INDIA FINAL PMT	500.00	

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
HISTORICAL COMMISSION	Total 130							500.00	0.00
HUMAN RESOURCES	265	TELEPHONE SERVICES	66192	AT&T MOBILITY	5209	3615501...	EMERG MGT & HR 8/11 ACCT# 826404791 TELEPHONE SERVICE	46.25	
HUMAN RESOURCES	Total 265							46.25	0.00
INDIGENT HEALTH CARE	360	SOFTWARE SERVICES	65838	INDIGENT HEALTHCARE SOLUTIONS	5710	74269	INDIGENT HEALTH CARE 9/1 SOFTWARE SVC OCTOBER 2022	1,961.00	
INDIGENT HEALTH CARE	Total 360							1,961.00	0.00
INFORMATION TECHNOLOGY	275	TELEPHONE SERVICES	66192	AT&T MOBILITY	5209	3615539...	IT 8/19 ACCT# 287289192983 TELEPHONE SERVICE	121.41	
		UTILITIES-117 W. ASH ST. BUILDING	66609	CENTERPOINT ENERGY	1805	2799453...	IT 8/30 ACCT# 2799453-2 0 CCF	42.95	
			66609	CAVALLO ENERGY TEXAS LLC	2112	2224100...	IT- 9/29- METER#110981869-	322.62	
			66609	REPUBLIC SERVICES #847	8897	0847001...	IT 8/26 ACCT# 3-0847-0004634 TRASH SERVICE	36.13	
INFORMATION TECHNOLOGY	Total 275							523.11	0.00
JAIL OPERATIONS	180	JAIL MAINTENANCE/SUPPLIES	53420	CHARM-TEX INC	1177	0294178...	JAIL 8/23 BROOMS	256.80	
			53420	BOB BARKER COMPANY INC	456	INV1801...	JAIL 8/15 HEAVY DUTY CLEANER	74.38	
			53420	BEN E KEITH-SAN ANTONIO	527	76605174	JAIL 8/30 SANITIZER, DETERGENT, INMATE GROCERIES	108.17	
			53420	BEN E KEITH-SAN ANTONIO	527	76610542	JAIL 9/2 DETERGENT, INMATE GROCERIES	81.98	
		PRISONER CLOTHING/SUPPLIES	53460	GULF COAST PAPER CO INC	2619	2275842	JAIL 8/23 INMATE TOILET PAPER	94.40	

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		GROCERIES	53955	BEN E KEITH-SAN ANTONIO	527	76600865	JAIL 8/26 INMATE GROCERIES	2,439.24	
			53955	BEN E KEITH-SAN ANTONIO	527	76605174	JAIL 8/30 SANITIZER, DETERGENT, INMATE GROCERIES	2,062.66	
			53955	BEN E KEITH-SAN ANTONIO	527	76610542	JAIL 9/2 DETERGENT, INMATE GROCERIES	1,563.18	
		COPIER RENTALS	61310	RICOH USA, INC.	34270	1064347...	JAIL 8/12 COPIER RENTAL FOR AUGUST 2022	288.67	
		PHYSICALS	64670	MEMORIAL MEDICAL CENTER	5099	1530450	JAIL 7/7 ALCOHOL/ DRUG SCREEN FOR F. AGUILAR	37.25	
		POSTAGE	64790	FEDEX	2222	7855896...	JAIL 8/18 FED EX SHIPMENT	31.39	
		PRISONER MEDICAL SERVICES	64910	SOUTHERN HEALTH PARTNERS	3460	OCP19707	JAIL 7/31 COST POOL OVERAGE JULY 2022	426.84	
JAIL OPERATIONS	Total 180							7,464.96	0.00
JUSTICE OF PEACE-PRECINCT #3	470	GENERAL OFFICE SUPPLIES	53020	QUILL LLC	6602	26828596	JP3 8/4 OFFICE SUPPLIES	273.62	
		TELEPHONE SERVICES	66192	FRONTIER COMMUNICATIONS	2855	3619872...	JP3 8/25 LOCAL SERVICE 8/25-9/24/22	3.39	
			66192	MCI COMM SERVICE	3181	5P82989...	JP3 8/19 LONG DIST SVC AUGUST 2022	34.62	
		UTILITIES	66600	CAVALLO ENERGY TEXAS LLC	2112	2224100...	JP3- 9/29- METER#131978207-	69.48	
			66600	CITY OF POINT COMFORT	860	8000/0922	JP3 9/1 ACCT# 8000 200 GALS WATER & SEWER	37.50	
			66600	SPARKLIGHT	9988	1036738...	JP3 9/6 ACCT# 103673893 INTERNET SVC	84.69	
JUSTICE OF PEACE-PRECINCT #3	Total 470							503.30	0.00
JUSTICE OF PEACE-PRECINCT #4	480	TELEPHONE SERVICES	66192	FRONTIER COMMUNICATIONS	2855	3617857...	JP4 8/25 ACCT# 361-785-7082-110398-5 TELEPHONE SERVICE	216.84	
JUSTICE OF PEACE-PRECINCT #4	Total 480							216.84	0.00

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JUSTICE OF PEACE-PRECINCT #5	490	GENERAL OFFICE SUPPLIES	53020	ODP BUSINESS SOLUTIONS LLC	12340	2614960...	JP5 8/18 OFFICE SUPPLIES	176.88	
		POSTAGE	64790	GREGORY JANA	EM...	PO692	JP5 8/24 REIMB POSTAGE CERT MAIL HERITAGE SEL INVEST	7.85	
		TRAVEL IN COUNTY	66476	GREGORY JANA	EM...	PO692A	JP5 8/31 REIMB IN CO TRAVEL FOR 490 BUSINESS AUG 2022	62.50	
		UTILITIES	66600	VICTORIA ELECTRIC COOP	8205	5292700...	JP5 8/25 ACCT# 52927-001 KWH 659 6TH/MAIN	105.85	
JUSTICE OF PEACE-PRECINCT #5	Total 490							353.08	0.00
JUVENILE COURT	500	JUVENILE ASSIGNED-ATTORNEY FEES	63070	WHITWORTH DAIN P	43880	2021182	JUV CRT 8/22 CAUSE# 2022-JUV-0022-CC	225.00	
			63070	WHITWORTH DAIN P	43880	2021183	JUV CRT 8/22 CAUSE# 2022-JUV-0006-CC	225.00	
JUVENILE COURT	Total 500							450.00	0.00
LIBRARY	140	GENERAL OFFICE SUPPLIES	53020	AMAZON CREDIT PLAN	1300	4449333...	LIBRARY 7/16 BOOKS OFFICE SUPPLIES SRP SUPPLIES	56.73	
			53020	AMAZON CREDIT PLAN	1300	9865697...	LIBRARY 7/20 BOOKS DISP CABLE DELI STAPLER UTILITY CART SRP	16.99	
		COMPUTER SUPPLIES	53110	AMAZON CREDIT PLAN	1300	4486596...	LIBRARY 7/20 DISPLAYPORT CABLE	31.98	
			53110	AMAZON CREDIT PLAN	1300	9865697...	LIBRARY 7/20 BOOKS DISP CABLE DELI STAPLER UTILITY CART SRP	47.97	
		MISCELLANEOUS	63920	AMAZON CREDIT PLAN	1300	5369368...	LIBRARY 7/20 BOOKS SHIPPING SRP SUPPLIES	13.44	
		REPAIRS-SEADRIFT LIBRARY	65478	COASTAL REFRIGERATION	812	5114208...	LIBRARY 8/24 INSPECT/REPLACE CONDENSING MOTOR A/C SEADRIFT	780.00	

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		TELEPHONE SERVICES	66192	FRONTIER COMMUNICATIONS	2855	3617854...	LIBRARY 8/25 ACCT# 361-785-4241-020867-5 TELEPHONE SERVICE	120.03	
			66192	FRONTIER COMMUNICATIONS	2855	3619834...	LIBRARY 8/25 ACCT# 361-983-4365-010589-5 TELEPHONE SERVICE	102.75	
		UTILITIES-MAIN LIBRARY	66610	CAVALLO ENERGY TEXAS LLC	2112	2224100...	PT LAVACA LIBRARY- 9/29- METER#575212773-	1,898.58	
			66610	REPUBLIC SERVICES #847	8897	0847001...	LIBRARY 8/26 ACCT# 3-0847-0004635 TRASH SERVICE	36.13	
		UTILITIES-SEADRIFT LIBRARY	66622	CAVALLO ENERGY TEXAS LLC	2112	2224100...	LIBRARY SEA- 9/29- METER#558784200-	953.88	
			66622	CITY OF SEADRIFT	862	1253/0830	SEADRIFT LIBRARY 8/30 ACCT# 1253 WATER SEWER GARBAGE	96.75	
		AUDIO/DVD/OTHER MATL-LIBRARY	70456	AMAZON CREDIT PLAN	1300	4333344...	LIBRARY 7/13 DVDs BOOKS & SRP SUPPLIES	22.95	
			70456	AMAZON CREDIT PLAN	1300	4395795...	LIBRARY 7/14 DVD	5.39	
			70456	AMAZON CREDIT PLAN	1300	8745657...	LIBRARY 7/25 DVD	19.96	
		BOOKS & PRINT MATL-LIBRARY	70550	AMAZON CREDIT PLAN	1300	4333344...	LIBRARY 7/13 DVDs BOOKS & SRP SUPPLIES	96.19	
			70550	AMAZON CREDIT PLAN	1300	4449333...	LIBRARY 7/16 BOOKS OFFICE SUPPLIES SRP SUPPLIES	43.97	
			70550	AMAZON CREDIT PLAN	1300	4834988...	LIBRARY 7/29 BOOKS	85.16	
			70550	AMAZON CREDIT PLAN	1300	5369368...	LIBRARY 7/20 BOOKS SHIPPING SRP SUPPLIES	63.84	
			70550	AMAZON CREDIT PLAN	1300	5675963...	LIBRARY 8/2 BOOKS	104.25	
			70550	AMAZON CREDIT PLAN	1300	5937794...	LIBRARY 7/24 BOOKS	32.48	
			70550	AMAZON CREDIT PLAN	1300	7878835...	LIBRARY 7/15 BOOKS	13.41	
			70550	AMAZON CREDIT PLAN	1300	8834833...	LIBRARY 7/25 BOOK	19.18	
			70550	AMAZON CREDIT PLAN	1300	9743883...	LIBRARY 7/8 BOOKS	5.72	
			70550	AMAZON CREDIT PLAN	1300	9865697...	LIBRARY 7/20 BOOKS DISP CABLE DELI STAPLER UTILITY CART SRP	34.46	
			70550	AMAZON CREDIT PLAN	1300	9986958...	LIBRARY 7/8 BOOKS	179.89	
			70550	TASTE OF HOME BOOKS	1419	01048A	LIBRARY 8/8 TASTE OF HOME CHRISTMAS	35.98	

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			70550	CENGAGE LEARNING, INC.	26020	78322540	LIBRARY 8/16 BOOKS	79.47	
			70550	CENGAGE LEARNING, INC.	26020	78322695	LIBRARY 8/16 BOOKS	72.72	
			70550	CENGAGE LEARNING, INC.	26020	78322958	LIBRARY 8/16 BOOKS	61.47	
			70550	CENGAGE LEARNING, INC.	26020	78323008	LIBRARY 8/16 BOOKS	52.48	
			70550	CENGAGE LEARNING, INC.	26020	78323177	LIBRARY 8/16 BOOKS	83.96	
			70550	CENGAGE LEARNING, INC.	26020	7833962...	LIBRARY 8/17 BOOKS	47.23	
			70550	CENGAGE LEARNING, INC.	26020	78339992	LIBRARY 8/17 BOOKS	61.47	
			70550	BAKER & TAYLOR	403	5017910...	LIBRARY 8/15 BOOKS	747.18	
		EQUIPMENT-A/C/HEAT-LIB...	71345	COASTAL REFRIGERATION	812	5114206...	LIBRARY 8/23 LABOR MATERIALS NEW CONDENSING UNIT SEADRIFT	2,872.50	
LIBRARY	Total 140							8,996.54	0.00
MISCELLANEOUS	280	TELEPHONE SERVICES	66192	FRONTIER COMMUNICATIONS	2855	3615536...	MUSEUM 8/22 ACCT# 361-553-6868083005-5 TELEPHONE SERVICE	57.12	
MISCELLANEOUS	Total 280							57.12	0.00
MUSEUM	150	UTILITIES-MUSEUM	66612	CAVALLO ENERGY TEXAS LLC	2112	2224100...	MUSEUM- 9/29- METER#110980841-	554.98	
MUSEUM	Total 150							554.98	0.00
NO DEPARTMENT	999	DUE TO JP COLLECTIONS ATTORNEY	20770	MCCREARY VESELKA BRAGG ALLEN	5255	257623	JP3 8/15 COLLECTION FEES	329.10	
NO DEPARTMENT	Total 999							329.10	0.00

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NUISANCE ORDINANCE ENFORCEMENT	725	POSTAGE	64790	BOYD STEVEN	4261	PO082522	CODE ENFORCEMENT 8/25 REIMB CERT MAIL M. REYES STAMPS	19.85	
NUISANCE ORDINANCE ENFORCEMENT	Total 725							19.85	0.00
ROAD AND BRIDGE-PRECINCT #1	540	LUMBER	53550	GULF COAST HARDWARE LLC	63191	168207	RB1 8/23 SUPPLIES	106.95	
		JANITOR SUPPLIES	53640	CINTAS CORPORATION LOC. 083	958	4128684...	RB1 8/18 MATS & UNIFORMS	24.25	
			53640	CINTAS CORPORATION LOC. 083	958	4129364...	RB1 8/25 MATS & UNIFORMS	24.25	
		SUPPLIES-MISCELLANEOUS	53992	GULF COAST HARDWARE LLC	63191	168015	RB1 8/17 CHOC BAYOU BOAT RAMP HARDWARE	13.16	
			53992	GULF COAST HARDWARE LLC	63191	168207	RB1 8/23 SUPPLIES	25.08	
		UNIFORMS	53995	CINTAS CORPORATION LOC. 083	958	4128684...	RB1 8/18 MATS & UNIFORMS	85.00	
			53995	CINTAS CORPORATION LOC. 083	958	4129364...	RB1 8/25 MATS & UNIFORMS	85.00	
		BLDG REPAIRS-PARKS	60370	POWER ELECTRIC LLC	2927	1611	RB1 8/25 CHOC BAYOU PARK POND REPL WATER WELL CONTROLLER	198.50	
			60370	GULF COAST HARDWARE LLC	63191	168250	RB1 8/24 INDIAN CEMETERY GATE LATCH	7.59	
			60370	GULF COAST HARDWARE LLC	63191	168272	RB1 8/25 MAG BEACH MEM CABANAS SUPPLIES	242.07	
		MISCELLANEOUS	63920	TEXAS DEPT. OF AGRICULTURE	7641	01933463	RB1 8/6 LICENSE RENEWAL ZACHARY PADRON	75.00	
		UTILITIES	66600	CAVALLO ENERGY TEXAS LLC	2112	2224100...	PCT 1- 9/29- METER#160386626-	296.33	
			66600	G B R A - GUADALUPE-BLANCO	2630	01882/0...	RB1 8/30 ACCT# 01882 0 GAL MBVFD-M TEWMEY	68.34	
			66600	VICTORIA ELECTRIC COOP	8205	9812700...	RB1 8/25 ACCT# 981270-020 KWH 2598 MBVFD MARGIE TEWMEY RD	347.07	

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		UTILITIES-PARKS	66614	CAVALLO ENERGY TEXAS LLC	2112	2224100...	CHOC BAYOU PARK- 9/29-METER#157945365	26.00	
			66614	G B R A - GUADALUPE-BLANCO	2630	01676/0...	RB1 8/30 ACCT# 01676 2,000 GALS PARK SITE #2	68.34	
			66614	G B R A - GUADALUPE-BLANCO	2630	01882/0...	RB1 8/30 ACCT# 01882 14,000 GALS S PROMENADE	243.66	
			66614	VICTORIA ELECTRIC COOP	8205	9812700...	RB1 8/25 ACCT# 981270-002 KWH 160 INDIANOLA 002	46.90	
			66614	VICTORIA ELECTRIC COOP	8205	9812700...	RB1 8/25 ACCT# 981270-003 KWH 0 INDIANOLA 003	32.91	
			66614	VICTORIA ELECTRIC COOP	8205	9812700...	RB1 8/25 ACCT# 981270-016 KWH 418 OCEAN DR 1300	77.38	
			66614	VICTORIA ELECTRIC COOP	8205	9812700...	RB1 8/25 ACCT# 981270-019 KWH 0 OCEAN DR 200	10.97	
			66614	VICTORIA ELECTRIC COOP	8205	9812700...	RB1 8/25 ACCT# 981270-025 KWH 128 CHOCO BAYOU BOAT RAMP	77.39	
ROAD AND BRIDGE-PRECINCT #1	Total 540							2,182.14	0.00
ROAD AND BRIDGE-PRECINCT #2	550	GENERAL OFFICE SUPPLIES	53020	GULF COAST HARDWARE LLC	63192	167498	RB2 8/1 RETURNED PUR WATER FILTER REPLACEMENT		19.99
		MACHINERY PARTS/SUPPLIES	53210	TRI-WHOLESALE COMPANY, INC.	7637	9301101...	RB2 8/15 2015 TOYOTA MINI BULB	4.78	
			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301101...	RB2 8/25 2015 TOYOTA WIPER BLADES	44.20	
			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301101...	RB2 8/26 MOSQUITO ONE - LENS RESTORE KIT	16.55	
		TIRES AND TUBES	53520	THE GOODYEAR TIRE & RUBBER CO	26850	3481000...	RB2 8/23 CAT BACKHOE	2,561.14	
		SUPPLIES-MISCELLANEOUS	53992	FASTENAL COMPANY	2274	TXPOT2...	RB2 8/11 GLOVES GLASSES QWIKSTIK	152.11	
			53992	GULF COAST HARDWARE LLC	63192	167494	RB2 8/1 SEAL ALL ADHSV 20 OZ FOAM TAPE	12.58	
			53992	GULF COAST HARDWARE LLC	63192	168192	RB2 8/23 GARDEN SPRAYER 2 GAL	47.98	

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		UNIFORMS	53995	CINTAS CORPORATION LOC. 083	958	4129069...	RB2 8/23 WEEKLY UNIFORM SVC 8/22-26/22	72.60	
		MISCELLANEOUS	63920	FIRESTONE OF PORT LAVACA LLC	5584	0079106	RB2 8/26 2000 DODGE DAKOTA REPLACE BATTERY	249.99	
		UTILITIES	66600	CAVALLO ENERGY TEXAS LLC	2112	2224100...	PCT 2 SEC LIGHT- 9/29- NO METER#-	14.11	
			66600	G B R A - GUADALUPE-BLANCO	2630	01496/0...	RB2 8/30 ACCT# 01496 1,000 GALS WATER & SEWER	68.34	
			66600	VICTORIA ELECTRIC COOP	8205	9812700...	RB2 8/25 ACCT# 981270-007 KWH 0 HWY 87 & KLINK	10.97	
			66600	VICTORIA ELECTRIC COOP	8205	9812700...	RB2 8/25 ACCT# 981270-010 KWH 0 SCHOOL & HOLLOMAN	10.97	
			66600	VICTORIA ELECTRIC COOP	8205	9812700...	RB2 8/25 ACCT# 981270-017 KWH 2351 FM 1090 5812	341.04	
			66600	VICTORIA ELECTRIC COOP	8205	9812700...	RB2 8/25 ACCT# 981270-027 KWH 841 FM 1090 5812	127.35	
		UTILITIES-PARKS	66614	VICTORIA ELECTRIC COOP	8205	9812700...	RB2 8/25 ACCT# 981270-013 KWH 556 PARK STREET	156.76	
ROAD AND BRIDGE-PRECINCT #2	Total 550							3,891.47	19.99
ROAD AND BRIDGE-PRECINCT #3	560	GENERAL OFFICE SUPPLIES	53020	QUILL LLC	6602	27243996	RB3 8/23 TRASH BAGS & RESPIRATOR MASKS	195.16	
		MACHINERY PARTS/SUPPLIES	53210	VICTORIA OLIVER COMPANY INC	8232	P96641	RB3 8/8 KUBOTA FILTERS	146.97	
			53210	VICTORIA OLIVER COMPANY INC	8232	P96975	RB3 8/18 KUBOTA FILTERS	174.68	
			53210	VICTORIA OLIVER COMPANY INC	8232	P96976	RB3 8/18 RFC KUBOTA FILTERS		213.16
		ROAD & BRIDGE SUPPLIES	53510	MARTIN ASPHALT	5238	1117747	RB3 8/23 5637 G OF RC250	20,856.90	
			53510	QUALITY HOT MIX INC	6603	27702	RB3 8/22 11.04 TON HOT MIX COLD LAID	1,081.92	
			53510	QUALITY HOT MIX INC	6603	27707	RB3 8/24 417.87 TONS PB GRADE 3 PRE-COATED ROCK	33,103.66	

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			53510	QUALITY HOT MIX INC	6603	27709A	RB3 8/24 249.08 TONS 3/4 DUST LIMESTONE	8,580.81	
			53510	QUALITY HOT MIX INC	6603	27720	RB3 8/25 229.72 TONS GRADE 2 1-3/4 LIMESTONE	7,801.29	
		PIPE	53580	SOUTH TEXAS CORRUGATED PIPE	7624	6073	RB3 8/22 8- 30x30 CULVERTS	10,560.00	
		SUPPLIES-MISCELLANEOUS	53992	HARBOR FREIGHT TOOLS	3153	04214349	RB3 8/23 20 TON SHOP PRESS	249.99	
			53992	HARBOR FREIGHT TOOLS	3153	04214537	RB3 8/24 CUTOFF WHEELS/WIRE & SUPPLIES	67.48	
			53992	O'REILLY AUTO PARTS	5803	0575261...	RB3 8/25 OIL FILTER 2004 CHEVY SUBURBAN	8.81	
		UNIFORMS	53995	CINTAS CORPORATION LOC. 083	958	4129069...	RB3 8/23 UNIFORMS	98.70	
		MISCELLANEOUS	63920	PATEK PHILLIP	2014	1151	RB3 8/28 CLEARING DITCHES SPUR 159 & CR305	4,800.00	
			63920	GULF INTERNATIONAL LLC	2952	R501005...	RB3 8/23 REPLACE TRANSMISSION & OIL COOLER FLUSH-UNIT# 305	6,344.94	
		UTILITIES	66600	JACKSON ELECTRIC COOP, INC.	3802	3098001...	RB3 9/1 ACCT# 3098001 KWH 3160 BLDG #2	407.60	
			66600	JACKSON ELECTRIC COOP, INC.	3802	3098002...	RB3 9/1 ACCT# 3098002 KWH 1299 BLDG #3 OFFICE	223.90	
			66600	JACKSON ELECTRIC COOP, INC.	3802	3098005...	RB3 9/1 ACCT# 3098005 KWH 253 BLDG #4	164.54	
		UTILITIES-PARKS	66614	JACKSON ELECTRIC COOP, INC.	3802	3098003...	RB3 9/1 ACCT# 3098003 KWH 0 HATERIUS PARK HPS	38.75	
			66614	JACKSON ELECTRIC COOP, INC.	3802	3098004...	RB3 9/1 ACCT# 3098004 KWH 0 WATER WELL HATERIUS PARK	25.00	
ROAD AND BRIDGE-PRECINCT #3	Total 560							94,931.10	213.16
ROAD AND BRIDGE-PRECINCT #4	570	GENERAL OFFICE SUPPLIES	53020	QUILL LLC	6602	27133899	RB4 8/18 BINDER	3.58	
			53020	QUILL LLC	6602	27150538	RB4 8/18 OFFICE SUPPLIES	119.78	
		MACHINERY PARTS/SUPPLIES	53210	FASTENAL COMPANY	2274	TXPOT2...	RB4 8/24 BOLTS	132.15	

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			53210	GULF INTERNATIONAL LLC	2952	X501050...	RB4 8/22 PARTS	78.51	
			53210	DANIEL INDUSTRIES	3695	3466	RB4 8/23 VOLTAGE REGULATOR	68.00	
			53210	NUECES POWER EQUIPMENT	5449	42326V	RB4 8/22 ALTERNATOR SWITCH	786.24	
			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301101...	RB4 8/22 STOP LIGHT SWITCH	15.21	
			53210	VICTORIA OLIVER COMPANY INC	8232	P97175	RB4 8/25 MIRROR	85.78	
		TIRES AND TUBES	53520	THE REINALT-THOMAS CORPORATION	3628	1234049	RB4 8/18 TIRES FOR 2007 FORD	814.40	
		SUPPLIES-MISCELLANEOUS	53992	CINTAS CORPORATION LOC. 083	958	4128933...	RB4 8/22 SUPPLIES	12.87	
		TELEPHONE SERVICES	66192	FRONTIER COMMUNICATIONS	2855	3617853...	RB4 8/25 ACCT# 361-785-3141-010165-5 TELEPHONE SERVICE	257.36	
		UNIFORMS	66590	CINTAS CORPORATION LOC. 083	958	4128933...	RB4 8/22 UNIFORMS	89.05	
		UTILITIES	66600	CAVALLO ENERGY TEXAS LLC	2112	2224100...	105 W DALLAS AVE NO METER#	21.91	
			66600	CAVALLO ENERGY TEXAS LLC	2112	2224100...	PCT 4 SEC LIGHT- 9/29- NO METER #-	10.40	
			66600	CAVALLO ENERGY TEXAS LLC	2112	2224100...	PCT 4#1- 9/29-NO METER#-	16.41	
			66600	CAVALLO ENERGY TEXAS LLC	2112	2224100...	PCT 4- 9/29- METER#150167413-	515.77	
			66600	CAVALLO ENERGY TEXAS LLC	2112	2224100...	PCT 4- 9/29- NO METER #-	20.28	
			66600	CAVALLO ENERGY TEXAS LLC	2112	2224100...	PCT 4-WHSE- 9/29- METER#130873968-	68.25	
			66600	CAVALLO ENERGY TEXAS LLC	2112	2224100...	RB4-HARBOR RD- 9/29- METER#154674489-	172.94	
			66600	PORT O'CONNOR IMPROVMENT	62370	7550020...	RB4 9/1 WATER ACCT# 7550020000 PARK AVE 14 GAL	155.70	
			66600	PORT O'CONNOR IMPROVMENT	62370	7550025...	RB4 9/1 WATER ACCT# 7550025300 6TH STREET 9 GAL	122.04	

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			66600	PORT O'CONNOR IMPROVMENT	62370	7550084...	RB4 9/1 WATER ACCT# 7550084500 TREVOR ST 7 GAL	58.07	
			66600	VICTORIA ELECTRIC COOP	8205	4463680...	RB4 8/25 ACCT# 44636806-001 KWH 0 ADAMS ST	40.17	
			66600	VICTORIA ELECTRIC COOP	8205	981270-...	RB4 8/25 ACCT# 981270-009 KWH 65 PARK ST	118.35	
			66600	VICTORIA ELECTRIC COOP	8205	9812700...	RB4 8/25 ACCT# 981270-001 KWH 3286 5TH ST	455.72	
			66600	VICTORIA ELECTRIC COOP	8205	9812700...	RB4 8/25 ACCT# 981270-004 KWH 0 MAPLE ST	21.72	
			66600	VICTORIA ELECTRIC COOP	8205	9812700...	RB4 8/25 ACCT# 981270-005 KWH 0 CEMETERY RD	21.72	
			66600	VICTORIA ELECTRIC COOP	8205	9812700...	RB4 8/25 ACCT# 981270-006 KWH 1724 TREVOR ST	271.20	
			66600	VICTORIA ELECTRIC COOP	8205	9812700...	RB4 8/25 ACCT# 981270-008 KWH 0 PARK ST	54.85	
			66600	VICTORIA ELECTRIC COOP	8205	9812700...	RB4 8/25 ACCT# 981270-011 KWH 885 PARK & JACKSON	132.55	
			66600	VICTORIA ELECTRIC COOP	8205	9812700...	RB4 8/25 ACCT# 981270-012 KWH 312 SWAN POINT	76.63	
		UTILITIES-PARKS	66614	CAVALLO ENERGY TEXAS LLC	2112	2224100...	PCT 4 - 9/29- METER#134555776-	8.38	
			66614	CAVALLO ENERGY TEXAS LLC	2112	2224100...	PCT 4- 9/29- METER#143749742-	10.25	
ROAD AND BRIDGE-PRECINCT #4	Total 570							4,836.24	0.00
SHERIFF	760	TIRES AND TUBES	53520	THE GOODYEAR TIRE & RUBBER CO	26850	3481000...	SO 8/22 OSG 10 x4 OSG 1 x2 OSG 11 x2	1,110.53	
			53520	FIRESTONE OF PORT LAVACA LLC	5584	0079060	SO 8/23 OSG 10 4 TIRES INSTALLED	143.96	
			53520	FIRESTONE OF PORT LAVACA LLC	5584	0079079	SO 8/24 OSG 2 FRONT END ALIGNMENT & 4 TIRES	143.96	
		AUTOMOTIVE REPAIRS	60360	KNEUPPER CARROLL	3678	26281	SO 8/25 OSG 11 OIL	103.86	
			60360	KNEUPPER CARROLL	3678	27997	SO 8/13 UNIT 48 OIL	103.86	
			60360	KNEUPPER CARROLL	3678	28260	SO 8/25 UNIT 40 OIL	137.84	

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			60360	KEATHLEY BRUCE CLAYTON	4231	I011302	SO 8/17 UNIT 35 WINDSHIELD	505.43	
			60360	AUTO ZONE	6	3512340...	SO 8/22 UNIT 49 BULBS & FLUID FILM	23.08	
			60360	AUTO ZONE	6	3512342...	SO 8/25 UNIT 35 OIL	30.39	
		TELEPHONE SERVICES	66192	AT&T MOBILITY	5209	3612189...	SO & OSG 8/19 ACCT# 287284474152 TELEPHONE SVC	744.50	
SHERIFF	Total 760							3,047.41	0.00
WASTE MANAGEMENT	380	UTILITIES	66600	VICTORIA ELECTRIC COOP	8205	9814860...	WASTE MGMT 8/25 ACCT# 981486-002 KWH 373 CC LANDFILL RD 900	107.65	
			66600	VICTORIA ELECTRIC COOP	8205	9814860...	WAST MGMT 8/25 ACCT# 981486-003 KWH 251 CC LANDFILL RD 900	57.65	
WASTE MANAGEMENT	Total 380							165.30	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	OTHER SERVICES	64320	AARC ENVIRONMENTAL INC	1139	00180877	AIRPORT 8/18 ANNUAL REVIEW & UPDATE	450.00	
		UTILITIES	66600	CAVALLO ENERGY TEXAS LLC	2112	2224100...	AIRPORT- 9/29- METER#119414778-	247.54	
			66600	CAVALLO ENERGY TEXAS LLC	2112	2224100...	AIRPORT- 9/29- METER#162885605-	19.24	
			66600	CAVALLO ENERGY TEXAS LLC	2112	2224100...	AIRPORT- 9/29- METER#200574860-	10.17	
NO DEPARTMENT	Total 999							726.95	0.00

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2670 - COURTHOUSE SECURITY FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	MAINTENANCE/REPAIRS-S... SYSTEM	63637	TURNER MICHAEL	5526	08232201	CRTHOUSE SECURITY FUND 8/23 PANIC BUTTONS	3,745.00	
NO DEPARTMENT	Total 999							3,745.00	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	BOOKS & PRINT MATL-LIBRARY	70550	AMAZON CREDIT PLAN	1300	4834988...	LIBRARY 7/29 BOOKS	39.06	
			70550	AMAZON CREDIT PLAN	1300	5846474...	LIBRARY 7/21 BOOKS	30.37	
NO DEPARTMENT	Total 999							69.43	0.00

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	DUE TO GENERAL FUND	20610	CALHOUN CO. GENERAL FUND	930	PO2716...	CALCO 8/30 REPAY LOAN FOR OP. STONE GARDEN GRANT# 3192806	238,530.51	
		MAINTENANCE	62635	APPRISS INSIGHTS LLC	57200	EQINV1...	TX VINE GRANT 8/31 AUTOMATED VICTIM NOTIFICATION SVC	1,996.59	
		PROGRAMS: SUMMER/AUTHOR VISITS	64970	AMAZON CREDIT PLAN	1300	4333344...	LIBRARY 7/13 DVDs BOOKS & SRP SUPPLIES	61.93	
			64970	AMAZON CREDIT PLAN	1300	4449333...	LIBRARY 7/16 BOOKS OFFICE SUPPLIES SRP SUPPLIES	260.89	
			64970	AMAZON CREDIT PLAN	1300	5369368...	LIBRARY 7/20 BOOKS SHIPPING SRP SUPPLIES	143.16	
			64970	AMAZON CREDIT PLAN	1300	5586394...	LIBRARY 7/20 SRP SUPPLIES	69.92	
			64970	AMAZON CREDIT PLAN	1300	5787975...	LIBRARY 7/22 TABLET FOR SRP	89.99	
			64970	AMAZON CREDIT PLAN	1300	6856473...	LIBRARY 7/9 SRP SUPPLIES	19.99	
			64970	AMAZON CREDIT PLAN	1300	6993597...	LIBRARY 7/23 TABLET FOR SRP	95.98	
			64970	AMAZON CREDIT PLAN	1300	8494935...	LIBRARY 7/7 SUMMER READING PRIZES	1,262.76	
			64970	AMAZON CREDIT PLAN	1300	8845543...	LIBRARY 7/15 CRAYONS FOR SRP	32.49	
			64970	AMAZON CREDIT PLAN	1300	9865697...	LIBRARY 7/20 BOOKS DISP CABLE DELI STAPLER UTILITY CART SRP	64.75	
		TELEPHONE SERVICES	66192	AT&T MOBILITY	5209	3612189...	SO & OSG 8/19 ACCT# 287284474152 TELEPHONE SVC	780.00	
NO DEPARTMENT	Total 999							243,408.96	0.00

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2721 - LATERAL ROAD FUND PRECINCT #1

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	SUPPLIES-ROAD AND BRIDGE	53991	CALHOUN CO. GENERAL FUND	930	PCT1LA...	REIMB RB1 MTRL USED 8/21-7/22 OLD AVENUE D APVD 9.1.22	4,341.59	
NO DEPARTMENT	Total 999							4,341.59	0.00

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2723 - LATERAL ROAD FUND PRECINCT #3

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	SUPPLIES-ROAD AND BRIDGE	53991	CALHOUN CO. GENERAL FUND	930	PCT3LA...	REIMB RB3 MTRL USED 8/21-7/22 OLD CR 302 APVD 9.1.22	4,341.59	
NO DEPARTMENT	Total 999							4,341.59	0.00

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2724 - LATERAL ROAD FUND PRECINCT #4

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	SUPPLIES-ROAD AND BRIDGE	53991	CALHOUN CO. GENERAL FUND	930	PCT4LA...	REIMB RB4 MTRL 8/21-7/22 ON OLD LOUIE WALKER RD APVD 9.1.22	4,341.59	
NO DEPARTMENT	Total 999							4,341.59	0.00

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2736 - POC COMMUNITY CENTER

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	RENTAL DEPOSITS	20820	HOME BUILDERS ASSOCIATION	RF1...	0928	POC COM CTR 1/10 REFUND DEPOSIT CROSSROADS BLDRS ASSOC	450.00	
		UTILITIES-POC COMMUNITY CENTER	66616	PORT O'CONNOR IMPROVMENT	62370	7550084...	POC COMM CTR 9/1 ACCT# 7550084300 PAVILION WATER 3 GAL	89.81	
			66616	PORT O'CONNOR IMPROVMENT	62370	7550084...	POC COMM CTR 9/1 ACCT# 7550084400 WATER 2 GAL	166.57	
			66616	VICTORIA ELECTRIC COOP	8205	9812700...	POC COMM CTR 8/25 ACCT# 981270-023 KWH 8120	1,258.38	
NO DEPARTMENT	Total 999							1,964.76	0.00

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	CONTRACT SERVICES	61240	AMATERRA ENVIRONMENTAL, INC	11140	34200102	CAP PROJ 6/2 MAG-IND BEACH PAVILIONS PROF SVCS 5/2022	4,280.03	
			61240	AMATERRA ENVIRONMENTAL, INC	11140	34200103	CAP PROJ 7/6 MAG-IND BEACH PAVILIONS PROF SVC MAY 2022	2,643.70	
NO DEPARTMENT	Total 999							6,923.73	0.00

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5111 - CAP.PROJ.-CDBG-DR INFRASTRUCTURE

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	IMPROVEMENTS-PARK	73252	KRAFTSMAN LP	4596	37761	CAP PRJ 4/7 CHOC BAYOU PARK & PLAYGROUND FINAL PMT	20,638.41	
NO DEPARTMENT	Total 999							20,638.41	0.00

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5150 - CAPITAL PROJECTS ROAD BRIDGE INFRASTRCT

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	EMERGENCY ROAD RECONSTRUCTION	71255	BLADES GROUP LLC	4795	18035154	CAP PROJ 8/15 RB INFRASTRUCTURE FLOOD BULK ASPHALT	12,491.15	
			71255	BLADES GROUP LLC	4795	18035184	CAP PROJ 8/18 RB INFRASTRUCTURE FLOOD BULK ASPHALT	18,980.23	
NO DEPARTMENT	Total 999							31,471.38	0.00

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	OFFICE DEPOT BUSINESS CREDIT	5816	16270001	JUV PROB 8/16 CCJPD DESK & OFFICE SUPPLIES	461.67	
			53980	QUILL LLC	6602	26889012	JUV PROB 8/8 OFFICE SUPPLIES	155.58	
			53980	QUILL LLC	6602	26990684	JUV PROB 8/11 OFFICE SUPPLIES	79.92	
			53980	QUILL LLC	6602	27047628	JUV PROB 8/15 OFFICE SUPPLIES	70.18	
			53980	THOMSON REUTERS - WEST	8612	8468580...	CCJPD 8/4 SUBSCRIPTION TX FAMILY CODE ANNO 08/22	201.00	
		PREVENTION & INTERVENTION - GRANT S	64839	YOUTH ADVOCATE PROGRAMS INC	9212	PO7401...	JUV PROB 8/15 SVC FOR 9 JUVENILES JULY 2022	22,893.00	
		TRAVEL	66450	LEIJA LUIS	4701	PO7401...	JUV PROB 8/23 MILE REIMB-TJJD TASK FORCE MTNG 8/23-25/22	210.63	
		YOUTH SERVICES OPERATING EXP-PACT/REGION	67150	NOBEL SOFTWARE GROUP LLC	6667	1936	JUV PROB 9/1 REMAIN BAL ANNU NOBEL ASSESS FOR 3 JPOs	1,429.86	
NO DEPARTMENT	Total 999							25,501.84	0.00
Report Total								536,309.86	233.15