

ATASCOSA COUNTY  
COMMISSIONERS COURT  
REGULAR MEETING  
COMMISSIONERS' COURTROOM, SUITE 203  
October 15, 2024  
9 a.m.

If after the commencement of the meeting covered by this Notice, the Commissioners Court should determine that a closed or executive meeting or session of the Court is required, then such closed or executive meeting or session as authorized by the Texas Open Meetings Act, Texas Government Code Section 551.001 et seq., will be held by the Court. Purposes for a closed or executive meeting or session permitted by the Act include the following:

- 551.071 Consultation with Attorney.
- 551.072 Deliberation regarding real property.
- 551.073 Deliberation regarding prospective gifts.
- 551.074 Personnel Matters.
- 551.076 Deliberation regarding security devices or security audits.
- 551.0785 Deliberation involving medical or psychiatric records of individuals.
- 551.084 Investigation; exclusion of witness from hearing.
- 551.087 Deliberation regarding economic development negotiation.
- 551.088 Deliberation regarding test item.

**AGENDA**

1. Judge Cude: Call to Order.
2. Judge Cude: Prayer; Pledge of Allegiance.
3. Public Comments:
4. Andrea Arthmell: Discuss and/or take appropriate action to read and approve  
Safer Path: the proclamation declaring October as Domestic Violence  
Judge Cude: Awareness Month.
5. Sarah Rihn: Discuss and/or take appropriate action to approve the Interlocal  
Agreement for Animal Control Services between the County of McMullen  
and the Cities of Charlotte, Christine, Jourdanton, Pleasanton, and  
Poteet.
6. Russell Prasifka: A. Discuss and/or take appropriate action to adopt the "Juvenile Diversion  
Plan" for Justice Court Precinct 4 as mandated by HB 3186 (2023).  
  
B. Discuss and take appropriate action to approve the appointment of  
current Justice Court Clerk 2 Precinct 4, Irene Torres, as Juvenile Case  
Manager.  
  
C. Discuss and take appropriate action a monthly stipend in the amount  
of \$200.00 beginning January 1, 2025, to be taken out of the currently  
funded "Juvenile Diversion Fund".

7. Stephanie Brown: Discuss and/or take appropriate action concerning personnel:  
Existing Employee: Travis Kiner  
Position: Assistant Public Defender  
Pay Rate: \$80,000.00 annually  
Salary Budget Area: 012-488-403  
Start Date: October 15, 2024  
Physical: n/a  
Drug Test: n/a

Existing Employee: Araceli Garcia  
Position: Assistant Public Defender  
Pay Rate: \$80,000.00 annually  
Salary Budget Area: 012-488-403  
Start Date: October 15, 2024  
Physical: n/a  
Drug Test: n/a

8. Courtney Grier: Discuss and/or take appropriate action concerning personnel:  
New Employee: Cassandra Saucedo  
Position: PRN EMT  
Pay Rate: \$12.60/hourly  
Salary Budget Area: 041-400-518  
Start Date: 10/16/2024  
Physical: Pending  
Drug Test: Pending

9. Sheriff Soward: Discuss and/or take appropriate action concerning personnel:  
New Employee: Timothy Lemus  
Position: Deputy Sheriff  
Pay Rate: Correct Holiday Pay from \$150.00 to \$175.00  
Salary Budget Area: 012-440-410  
Start Date: 09/23/2024  
Physical: n/a  
Drug Test: n/a

New Employee: Maribel Rico-Vazquez  
Position: Corrections Officer  
Pay Rate: Tier 3: \$47,000.00 Annually, 171 Fluctuating, \$120.00 Uniform, \$150.00 Holiday, 90-Day County Probation, 1-Year Agency Probation  
Salary Budget Area: 012-442-562  
Start Date: 10/24/2024  
Physical: pending  
Drug Test: pending

New Employee: Issac Oropeza  
Position: Corrections Officer  
Pay Rate: Tier 3: \$47,000.00 Annual, 171 Fluctuating, \$120.00 Uniform, \$150.00 Holiday, 90-Day County Probation, 1-Year Agency Probation

Salary Budget Area: 012-442-562  
Start Date: 11/04/2024  
Physical: pending  
Drug Test: pending

Existing Employee: Liza Ramos  
Position: Corrections Officer  
Pay Rate: Move to Tier 1: \$51,000.00 Annually, \$120.00  
Uniform, \$150.00 Holiday, 171 Fluctuating,  
Continue 1-Year Agency Probation

Salary Budget Area: 012-442-562  
Start Date: 10/15/2024  
Physical: n/a  
Drug Test: n/a

Existing Employee: Alysha Martinez  
Position: Deputy Sheriff  
Pay Rate: Move to Tier 1: \$58,000.00 Annually, \$120.00  
Uniform, \$175.00 Holiday, 171 Fluctuating,  
Continue 1-Year Agency Probation

Salary Budget Area: 012-440-410  
Start Date: 10/15/2024  
Physical: n/a  
Drug Test: n/a

10. Laura Pawelek: Discuss and/or take appropriate action: Request approval for September 2024 Treasurer's report to be published in the newspaper and on County Website.
11. Laura Pawelek: Discuss and/or take appropriate action to accomplish paying every two weeks we will need to pay behind a two week period rather than only one week as originally proposed.

Therefore, I am requesting that we change the pay dates previously approved to the following:

Period Begin	Period End	Check date
10/01/2024	10/12/2024	10/25/2024
10/13/2024	10/26/2024	11/08/2024
10/27/2024	11/09/2024	11/22/2024
11/10/2024	11/23/2024	12/06/2024
11/24/2024	12/07/2024	12/20/2024

12. Theresa Carrasco: Discuss and/or take appropriate action for Approval of Commissioners' Court Minutes for August 2024.
13. Britni Van Curan: Discuss and/or take appropriate action concerning the approval/denial of the Certificate of Exception for Carol Ann Roby on S. County Road 344 in Precinct 3.
14. Comm. Gillespie: Discuss and/or take appropriate action concerning personnel:

Existing Employee: Joe Turley  
Position: Pct. 1 Road crew  
Pay Rate: \$46,500.00 annually  
Salary Budget Area: 021-400-402  
Start Date: 10/15/2024  
Physical: N/A  
Drug Test: N/A

15. Comm. Riley: Discuss and/or take appropriate action to approve a temporary lay flat water line for Enersol Group on Cr 401 and Cr 407 for 1.09 miles. A check in the amount of \$1,000.00 has been turned into the Atascosa County Treasurers Office.
16. Comm. Riley: Discuss and/or take appropriate action for a 12-inch water line permit for Commodore Midstream Partners, II, LLC to travel for 3.15 miles on CR 407 and then exit ROW. A check in the amount of \$2,000.00 has been turned into the Atascosa County Treasurer's Office.
17. Trent Rowell: Discuss and/or take appropriate action on the approval of the Interlocal Agreement between the City of San Antonio and Atascosa County concerning subdivision regulations in San Antonio's ETJ and authorizing County Judge to sign the same.
18. Trent Rowell: Discuss and/or take appropriate action on the approval of the Interlocal Agreement between Fort Bend County and Atascosa County for Performance of Postmortem Services and authorizing County Judge to sign the same.
19. Tracy Barrera: Discuss and/or take appropriate action concerning the following 2024 budget line-item adjustments and / or budget amendments for the following: See attached.  
**DEPT: Justice of the Peace -- PCT3**  
**Moving funds from:** 012-430-707, Capital Outlay, \$1,000.00  
**To:** 012-430-610, Conference Expense, \$1,000.00  
  
**DEPT: Justice of the Peace -- PCT4**  
**Moving funds from:** 012-432-610, Conference Expense, \$1,750.00  
**To:** 012-432-684, Computer Software Expense, \$1,750.00  
  
**DEPT: Road & Bridge -- PCT1**  
**Moving funds from:** 021-400-611, Contract Work/Machine Hire, \$75,000.00  
**To:** 021-400-504, Batt/Tires/Machine/Repairs, \$10,000.00  
021-400-506, Materials, \$60,000.00  
021-400-636, Uniform/Supplies Expense, \$5,000.00  
  
**DEPT: Road & Bridge -- PCT2**  
**Moving funds from:** 022-400-625, Miscellaneous, \$600.00  
**To:** 022-400-641, Utilities, \$600.00  
  
**DEPT: Road & Bridge -- PCT3**  
**Moving funds from:** 023-400-611, Contract Work/Machine Hire, \$85,000.00

To: 023-400-504, Batt/Tires/Machine/Repairs, \$10,000.00  
023-400-506, Materials, \$75,000.00

DEPT: Road & Bridge -- PCT4

Moving funds from: 024-400-611, Contract Work/Machine Hire,  
\$46,560.00

To: 024-400-504, Batt/Tires/Machine/Repairs, \$25,000.00  
024-400-506, Materials, \$20,000.00  
024-400-710, Annual Longevity, \$1,560.00

20. Tracy Barrera: Discuss and/or take appropriate action to approve the purchase of the following items for EMS units from the ARPA budget, line 012-487-644, equipment, see breakdown below, quotes attached. The grand total is not to exceed \$1,053,115.00. Stryker is the sole-source provider.  
9- New EKG Monitors plus 5 year maintenance plan  
8 -New Stretchers plus 5 year maintenance plan  
5 -year maintenance plan on existing CPR machines
21. Tracy Barrera: Discuss and/or take appropriate action on approving the renewal of the Statewide Automated Victim Notification Service (SAVNS) Grant Contract for FY 2025, contract #C-01640. This is with the Office of the Attorney General (OAG). If approved, direct the County Judge to sign via DocuSign. This agreement has been sent to Trent Rowell in the County Attorney's office for approval.
22. Tracy Barrera: Discuss and/or take appropriate action on approving the agreement between Atascosa County and Kroll, LLC for updated fixed assets inventory as of December 31, 2024, for a one-time fee of \$2,100.00, budget line item 012-468-435, Inventory Appraisal. This agreement has been submitted to the County Attorney's office for approval. If approved, authorize the County Judge to sign.
23. Tracy Barrera: Discuss and/or take appropriate action to approve the sale of surplus law enforcement equipment that is no longer in use, from the Sheriff's office to McMullen County, (Pursuant to Local Government Code 263.152a1).
24. Judge Cude: Discuss and/or take appropriate action concerning adopting FY-2025 TIDC Formula Grant Resolution for the Indigent Defense Grant Program and authorize County Judge to sign.

25. **EXECUTIVE SESSION**

The Regular Session of Atascosa County Commissioners Court will now recess in order to convene in Executive Session according to Texas Government Code 551.071 and 551.074 to discuss personnel and other matters with the County Attorney's office.

26. **OPEN SESSION**

27. Judge Cude: Discuss and/or take appropriate action concerning item(s) discussed in

executive session.

28. Judge Cude: Discuss, review and take action to accept and/or approve any  
Tracy Barrera: invoices and payroll.

29. Judge Cude: Discuss, review and take action on reports submitted.  
Tracy Barrera:

30. COMMENTS FROM THE COMMISSIONERS COURT (No Action  
Can Be Taken). The next Commissioners Court is set for Monday,  
October 28, 2024.

31. Judge Cude: Adjourn.



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Weldon P. Cude, Atascosa County Judge

I, the undersigned, do hereby certify that this notice was posted by 4:45 p.m., on Friday, October 11, 2024



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Jessica Kidd, Court Coordinator

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 4.**

**Meeting Date:** 10/15/2024

**Item Title:**

**Submitted For:**

**Discuss and/or take appropriate action concerning:**

**Andrea Arthmell:** Discuss and/or take appropriate action to read and approve the proclamation

**Safer Path:** declaring October as Domestic Violence Awareness Month.

**Judge Cude:**

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 5.**

**Meeting Date:** 10/15/2024  
**Item Title:** Interlocal Agreements for Animal Control Services  
**Submitted For:** Sarah Rihn, Shelter Facility Director

**Discuss and/or take appropriate action concerning:**

**Sarah Rihn:** Discuss and/or take appropriate action to approve the Interlocal Agreement for Animal Control Services between the County of McMullen and the Cities of Charlotte, Christine, Jourdanton, Pleasanton, and Poteet.

**ATTACHMENTS**

Information  
Information  
Information  
Information

## INTERLOCAL AGREEMENT FOR ANIMAL CONTROL SERVICES

THE STATE OF TEXAS

COUNTY OF ATASCOSA

THIS AGREEMENT is made and entered into by and between **ATASCOSA COUNTY, TEXAS**, on behalf of the Atascosa County Animal Control Authority (hereinafter referred to as "County") and **the CITY OF POTEET, TEXAS**, a Texas Municipality (hereinafter referred to as "Client").

### I. RECITALS

WHEREAS, CHAPTER 791 of the TEXAS GOVERNMENT CODE, also known as the INTERLOCAL COOPERATION ACT, authorizes all local governments to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting parties are mutually interested, such as animal control assistance and public health and welfare; and

WHEREAS, the City of Poteet is a municipality organized under the laws of Texas and is authorized to enter into this Agreement pursuant to the Texas Local Government Code; and

WHEREAS, Atascosa County is a political subdivision of the State of Texas, duly organized and functioning in accordance with the laws of the State of Texas; and

WHEREAS, the County and the Client represent that each is independently authorized to perform the functions contemplated by this Agreement; and

WHEREAS, the Atascosa County Animal Control Authority operates and performs Animal Control Services, as defined herein, for the purpose of reducing general animal control problems in the County, including, but not limited to, protecting its citizens from the dangers and problems associated with free roaming animals; and

WHEREAS, the Client currently has a need for such Animal Control Services and is not equipped to render such services; and

WHEREAS, each party has sufficient funds available from current revenues to perform the functions contemplated by this Agreement; and

WHEREAS, both the County and the Client find it mutually desirable to enter into this Agreement.

NOW, THEREFORE in consideration of the mutual benefits and promises each to the other made herein, the parties named above do hereby agree as follows:

### II. DEFINITIONS

- A. Animal: "Animal" shall mean domesticated dogs and cats.
- B. Animal Control Authority: "Animal Control Authority" shall mean the Atascosa County Animal Control Department. The terms "Animal Control Authority" and "Animal Control Department" are synonymous.
- C. Animal Control Personnel: "Animal Control Personnel" shall mean any employee of the Atascosa County Animal Control Department.
- D. Animal Control Services: "Animal Control Services" shall mean the specific services provided by the Atascosa County Animal Control Authority in response to Client-Reported Animal Calls that are necessary to effectively carry out an animal control program for the Client.

Animal Control Services shall include: the housing and final, humane disposition of stray, unrestrained, homeless, abandoned, or unwanted Animals that are transported to the 'Atascosa County Animal Control Facility; providing a kennel for state-mandated rabies quarantine observation by the Local Rabies Control Authority; and submitting specimens to the Texas Department of Health for rabies testing.

Animal Control Services will not include trapping nuisance animals, wild animals, horses, or livestock or removal of deceased animals from within the incorporated limits of Poteet, Texas.

- E. Animal Shelter: "Animal Shelter" shall mean the facility known as the Atascosa County Animal Control Facility, currently located at 292 Spur 162 Poteet, Atascosa County, Texas, that keeps or legally impounds stray, homeless, abandoned, or unwanted Animals.
- F. County: "County" shall mean Atascosa County, Texas and the Atascosa County Animal Control Department.
- G. Client-Reported Animal Call: "Client-Reported Animal Call" shall mean calls made by the Client to the Atascosa County Animal Control Department or the Atascosa County Sheriff's Department dispatch to request Animal Control Services.
- H. Local Rabies Control Authority: "Local Rabies Control Authority" shall mean the Chief Investigator of the Atascosa County Animal Control Department, as authorized by section 826.017 of the Texas Health & Safety Code.

### **III. COUNTY'S OBLIGATIONS**

- A. County agrees to provide specific Animal Control Services to Client for all Client-Reported Animal Calls occurring within the incorporated limits of the City of Poteet, Atascosa County, Texas, defined as the geographical limits as recorded in the Atascosa County Appraisal District.
- B. The County will confirm at least one (1) Animal Control Personnel in response to a Client request for Animal Control Services, so long as there is at least one (1) Animal Control Personnel "on duty". If there is no Animal Control Personnel on duty, the County dispatch will notify Client that there are no personnel available to accept the animal. In that event, Atascosa County dispatch may determine if the call is an emergency and notify the Animal Control supervisor of the emergency call. The Animal Control supervisor, at his/her sole discretion, will then provide at least one (1) Animal Control Personnel to respond to the emergency call. Only Client-Reported Animal Calls to report animal bites and scratches will be considered an emergency.
- C. County will respond only to calls directly reported by the Client to the County. The County will defer all other requests for Animal Control Services directly to the Client.
- D. County agrees to accept, at its sole discretion, captured Animals transported to the Atascosa County Animal Control Facility by Client. Wild animals will not be accepted by the Animal Control Facility and should be released back into their natural habitat by Client if they have not caused a bite to a human.
- E. To the extent permitted by law, and as provided by the Public Information Act, TEXAS GOVERNMENT CODE, Ch. 552, as amended, County agrees to keep confidential any Rabies Vaccination Certificate information provided by the Client.

#### **IV. CLIENT'S OBLIGATIONS**

- A. Client agrees to receive all calls for Animal Control Services from citizens to determine if Animal Control Services are needed, and if so, to initiate Client-Reported Animal Calls. Client shall not direct or advise citizens to call the County for Animal Control Services.
- B. Client shall fully cooperate with County in the provision of Animal Control Services, including but not limited to, furnishing: any and all information in its possession about the ownership of a suspected rabid Animal, including Rabies Vaccination Certificates maintained by any department of the Client; any history of the Animal; the name and address of any person reporting an Animal bite or scratch; the name and address of any possible victims of an Animal bite or scratch; and the name and address of any person believed to own an Animal which the Client has called the County to house.
- C. Client agrees to furnish information to County in a timely and expeditious manner.
- D. Client agrees to assist the citizens of Poteet, Texas with the apprehension of any Animal in appropriate situations.

- E. Client agrees to provide live capture cages to the public for the purpose of catching and transporting any Animal to the Client, who agrees to then transport the Animal to the Animal Shelter.
- F. Client agrees to transport all Animals in an approved, properly functioning live animal cage prior to admittance into the Animal Shelter.
- G. Client agrees to file all criminal or civil charges, in the appropriate court, for any violations of Client's rules and regulations or for any violations of state statutes, at the sole discretion of the Client.
- H. Client agrees to pay all fees associated with the impoundment, testing, medical treatment or final disposition of any animal.

#### **V. CONSIDERATION**

- A. In consideration for the County's performance of the duties listed herein, the Client agrees to pay the County an annual registration fee of \$250.00. Additionally, the Client shall pay the County for the services, as delineated in this Agreement, according to the fee schedule attached hereto as Exhibit A. With regard to such fee schedule, all fees associated with requested services from Client will be assessed at intake and will reflect the specific services requested by Client.
- B. Client will pay all additional, reasonable, posted incurred cost for the processing of any rabies related investigation which requires submission of a specimen to the Texas Department of Health or for the required 10-day quarantine of any animal no later than thirty (30) days after the Client's receipt of an invoice from the County.
- C. The fee schedule in Exhibit A only applies to requested services upon intake and does not reflect specific services required for the final disposition of any Animal after intake.
- D. In the event that the parties agree to renew this Agreement as provided in Article VIII herein, amounts shall not change without entering into a new written agreement.
- E. In the event that the County determines prior to renewal of this Agreement that the amounts listed in Exhibit A are insufficient to cover costs, the County and Client will meet no later than July 1st of the relevant year to determine the appropriate amount of consideration. The County shall provide to the Client a line-item presentation of the operating budget proposed by the County for the new period. A comparison of the actual revenues and expenses to the amounts budgeted and paid in the prior period will be included in determining the amount of consideration for the new period.

## VI. REPORTS

- A. County shall submit a comprehensive annual report of all Animal Control Services to Client within thirty (30) days of the close of Client's fiscal year, currently being September 30th. County shall provide to Client, upon request, a copy of any other report not confidential by law or contract, which it may be required to prepare and submit to any federal, state, or other jurisdiction in the course of its animal and rabies control activities. County shall also render to Client at reasonable intervals, such reports and accounting as Client from time to time may require; provided however, if such request becomes burdensome, County may invoice for the cost-of preparation of such reports.
- B. County agrees to retain any records it makes in compliance with this Agreement for a period of three (3) years after the ultimate termination of the Contract, or the amount of time required under the State Records Retention Act, depending on the individual record.

## VII. DEFAULT

In the event Client fails to: (i) pay all costs set forth in Article V above, or (ii) perform its obligations as set forth herein, the County shall give Client written notice of default with an opportunity to cure such default within thirty (30) days. If Client fails to cure such default during the 30-day cure period, the Agreement shall terminate, and Client shall assume responsibility for its own animal control operation.

## VIII. TERMINATION AND RENEWAL

- A. This Agreement shall be effective from October 1, 2024, through September 30, 2025. This Agreement may be renewed annually thereafter for additional one (1) year terms to run from October 1st to September 30th. The Agreement will be renewed only upon full review of the Services provided herein and upon written approval by both parties.
- B. This Agreement may be terminated by either party upon sixty (60) days written notice to the other party. All costs and liabilities incurred by the County on behalf of the Client prior to the termination shall be the responsibility of the Client.

## IX. INDEMNITY

**Subject to the limitations as to liability and damages in the Texas Tort Claims Act and 'without waiving its governmental immunity, each Party agrees to hold harmless each other, its governing board, officers, agents and employees for any liability, loss, damages, claims or causes of action caused or asserted to have been caused directly or indirectly by any other Party to this Agreement, or any of its officers, agents or employees, or as the result of its performance, or any of its officers, agents or employees, under this Agreement.**

## X. INDEPENDENT CONTRACTOR

- A. The County shall be responsible for the Animal Control Services contemplated under this Agreement. The County shall supply materials, equipment, tools, transportation, and labor required for or reasonably incidental to the performance of Animal Control Services. The County shall have ultimate control over the execution of the work under this Agreement. The County shall have the sole obligation to employ, direct, control, supervise, manage, discharge and compensate all of its employees.
- B. The County shall retain personal control and shall give its personal attention to the faithful prosecution and completion of its services and fulfillment of this Agreement.
- C. The County shall have full authority for the final disposition of any animal submitted by Client.

**XI. GENERAL PROVISIONS**

- A. The parties intend for the various provisions of this Agreement to be severable so that the invalidity, if any, of any one section (or more) shall not affect the validity of the remaining provisions or sections.
- B. This document may be executed in any number of original signature counterparts, each of which shall for all purposes be deemed an original, and all such counterparts shall constitute one and the same document.
- C. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entity.
- D. This Agreement shall be interpreted in accordance with the laws of the State of Texas and venue shall be in Atascosa County, Texas.
- E. Any notice required under the provisions of this Agreement shall be in writing and delivered in person or deposited in the United States Mail, registered or certified, return receipt requested. Any such notice must be addressed to the following addresses. Any notice shall be deemed received three days after the date of deposit in the United States Mail, unless proof is offered to the contrary. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

**Atascosa County, Texas:**

The Hon. Weldon Cude, County Judge

\_\_\_\_\_

#1 Courthouse Circle Drive, Suite 101

\_\_\_\_\_

**Poteet, Texas:**

County Courthouse

\_\_\_\_\_

Jourdanton, Texas 78026

\_\_\_\_\_

**With copy to:**

County Attorney

\_\_\_\_\_

#1 Courthouse Circle Drive,

\_\_\_\_\_

County Courthouse

\_\_\_\_\_

Jourdanton, Texas 78026

\_\_\_\_\_

**With copy to:**

- F. Amendment: This Agreement may not be amended except in a written instrument specifically referring to this Agreement and signed by the parties hereto.
- G. Binding Agreement: This Agreement has been duly executed and delivered by both parties and constitutes a legal, valid and binding obligation of the parties. Each person executing this Agreement on behalf of each party represents and warrants that they have full right and authority to enter into this Agreement.
- H. Joint Venture and Agency: The relationship between the parties to this Agreement does not create a partnership or joint venture between the parties. This Agreement does not appoint any party as agent for the other party.
- I. Approval by Governing Bodies. This Agreement has been approved by the governing bodies of the Client and of County.
- J. Payment from Current Revenues. Each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying Party.
- K. Entire Agreement: This Agreement contains the entire agreement between the parties and correctly sets forth the rights, duties and obligations of each to the other as of the Effective Date. Any oral representations or modifications concerning this Agreement will be of no force or effect excepting a subsequent written modification executed by both parties.

EXECUTED TO BE EFFECTIVE this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**Atascosa County**  
**Animal Control Authority**  
**2024/2025 Interlocal Fee Schedule**  
**City of Pleasanton, Charlotte, and Christine**

Animal Admission Fee:

Dog: \$30.00

Cat: \$20.00

Quarantine Fee: 10 days hold for rabies (includes Animal Admission Fee)

Dog: \$100.00

Cat: \$80.00

Euthanasia Fee:

Dog: \$75.00

Cat: \$65.00

Animal Disposal Fee:

Dog: \$20.00

Cat: \$20.00

Specimen Submission:

\$30.00 dog or cat plus shipping and handling

\$40.00 state rabies test.

**Atascosa County**  
**Animal Control Authority**  
**2024/2025 Interlocal Fee Schedule**  
**City of Jourdanton, Poteet, and McMullen County**

Animal Admission Fee:

Dog: \$37.50

Cat: \$27.50

Quarantine Fee: 10 days hold for rabies (includes Animal Admission Fee)

Dog: \$125.00

Cat: \$100.00

Euthanasia Fee:

Dog: \$75.00

Cat: \$65.00

Animal Disposal Fee:

Dog: \$25.00

Cat: \$25.00

Specimen Submission:

\$50.00 dog or cat plus shipping and handling

\$40.00 State rabies test

**ATASCOSA COUNTY, TEXAS**

By: \_\_\_\_\_

HON. WELDON CUDE

County Judge

ATTEST:

\_\_\_\_\_

County Clerk

**POTEET, TEXAS**

*Deivise L. Sanchez*

Mayor

ATTEST:

*[Signature]*

City Secretary



## INTERLOCAL AGREEMENT FOR ANIMAL CONTROL SERVICES

THE STATE OF TEXAS

COUNTY OF ATASCOSA

THIS AGREEMENT is made and entered into by and between **ATASCOSA COUNTY, TEXAS**, on behalf of the Atascosa County Animal Control Authority (hereinafter referred to as "County") and **the CITY OF PLEASANTON, TEXAS**, a Texas Municipality (hereinafter referred to as "Client").

### I. RECITALS

WHEREAS, CHAPTER 791 of the TEXAS GOVERNMENT CODE, also known as the INTERLOCAL COOPERATION ACT, authorizes all local governments to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting parties are mutually interested, such as animal control assistance and public health and welfare; and

WHEREAS, the City of Pleasanton is a municipality organized under the laws of Texas and is authorized to enter into this Agreement pursuant to the Texas Local Government Code; and

WHEREAS, Atascosa County is a political subdivision of the State of Texas, duly organized and functioning in accordance with the laws of the State of Texas; and

WHEREAS, the County and the Client represent that each is independently authorized to perform the functions contemplated by this Agreement; and

WHEREAS, the Atascosa County Animal Control Authority operates and performs Animal Control Services, as defined herein, for the purpose of reducing general animal control problems in the County, including, but not limited to, protecting its citizens from the dangers and problems associated with free roaming animals; and

WHEREAS, the Client currently has a need for such Animal Control Services and is not equipped to render such services; and

WHEREAS, each party has sufficient funds available from current revenues to perform the functions contemplated by this Agreement; and

WHEREAS, both the County and the Client find it mutually desirable to enter into this Agreement.

NOW, THEREFORE in consideration of the mutual benefits and promises each to the other made herein, the parties named above do hereby agree as follows:

## II. DEFINITIONS

- A. Animal: "Animal" shall mean domesticated dogs and cats.
- B. Animal Control Authority: "Animal Control Authority" shall mean the Atascosa County Animal Control Department. The terms "Animal Control Authority" and "Animal Control Department" are synonymous.
- C. Animal Control Personnel: "Animal Control Personnel" shall mean any employee of the Atascosa County Animal Control Department.
- D. Animal Control Services: "Animal Control Services" shall mean the specific services provided by the Atascosa County Animal Control Authority in response to Client-Reported Animal Calls that are necessary to effectively carry out an animal control program for the Client.
- Animal Control Services shall include: the housing and final, humane disposition of stray, unrestrained, homeless, abandoned, or unwanted Animals that are transported to the 'Atascosa County Animal Control Facility; providing a kennel for state-mandated rabies quarantine observation by the Local Rabies Control Authority; and submitting specimens to the Texas Department of Health for rabies testing.
- Animal Control Services will not include trapping nuisance animals, wild animals, horses, or livestock or removal of deceased animals from within the incorporated limits of Pleasanton, Texas.
- E. Animal Shelter: "Animal Shelter" shall mean the facility known as the Atascosa County Animal Control Facility, currently located at 292 Spur 162 Pleasanton, Atascosa County, Texas, that keeps or legally impounds stray, homeless, abandoned, or unwanted Animals.
- F. County: "County" shall mean Atascosa County, Texas and the Atascosa County Animal Control Department.
- G. Client-Reported Animal Call: "Client-Reported Animal Call" shall mean calls made by the Client to the Atascosa County Animal Control Department or the Atascosa County Sheriff's Department dispatch to request Animal Control Services.
- H. Local Rabies Control Authority: "Local Rabies Control Authority" shall mean the Chief Investigator of the Atascosa County Animal Control Department, as authorized by section 826.017 of the Texas Health & Safety Code.

### III. COUNTY'S OBLIGATIONS

- A. County agrees to provide specific Animal Control Services to Client for all Client-Reported Animal Calls occurring within the incorporated limits of the City of Pleasanton, Atascosa County, Texas, defined as the geographical limits as recorded in the Atascosa County Appraisal District.
- B. The County will confirm at least one (1) Animal Control Personnel in response to a Client request for Animal Control Services, so long as there is at least one (1) Animal Control Personnel "on duty". If there is no Animal Control Personnel on duty, the County dispatch will notify Client that there are no personnel available to accept the animal. In that event, Atascosa County dispatch may determine if the call is an emergency and notify the Animal Control supervisor of the emergency call. The Animal Control supervisor, at his/her sole discretion, will then provide at least one (1) Animal Control Personnel to respond to the emergency call. Only Client-Reported Animal Calls to report animal bites and scratches will be considered an emergency.
- C. County will respond only to calls directly reported by the Client to the County. The County will defer all other requests for Animal Control Services directly to the Client.
- D. County agrees to accept, at its sole discretion, captured Animals transported to the Atascosa County Animal Control Facility by Client. Wild animals will not be accepted by the Animal Control Facility and should be released back into their natural habitat by Client if they have not caused a bite to a human.
- E. To the extent permitted by law, and as provided by the Public Information Act, TEXAS GOVERNMENT CODE, Ch. 552, as amended, County agrees to keep confidential any Rabies Vaccination Certificate information provided by the Client.

### IV. CLIENT'S OBLIGATIONS

- A. Client agrees to receive all calls for Animal Control Services from citizens to determine if Animal Control Services are needed, and if so, to initiate Client-Reported Animal Calls. Client shall not direct or advise citizens to call the County for Animal Control Services.
- B. Client shall fully cooperate with County in the provision of Animal Control Services, including but not limited to, furnishing: any and all information in its possession about the ownership of a suspected rabid Animal, including Rabies Vaccination Certificates maintained by any department of the Client; any history of the Animal; the name and address of any person reporting an Animal bite or scratch; the name and address of any possible victims of an Animal bite or scratch; and the name and address of any person believed to own an Animal which the Client has called the County to house.
- C. Client agrees to furnish information to County in a timely and expeditious manner.

- D. Client agrees to assist the citizens of Pleasanton, Texas with the apprehension of any Animal in appropriate situations.
- E. Client agrees to provide live capture cages to the public for the purpose of catching and transporting any Animal to the Client, who agrees to then transport the Animal to the Animal Shelter.
- F. Client agrees to transport all Animals in an approved, properly functioning live animal cage prior to admittance into the Animal Shelter.
- G. Client agrees to file all criminal or civil charges, in the appropriate court, for any violations of Client's rules and regulations or for any violations of state statutes, at the sole discretion of the Client.
- H. Client agrees to pay all fees associated with the impoundment, testing, medical treatment or final disposition of any animal.

#### **V. CONSIDERATION**

- A. In consideration for the County's performance of the duties listed herein, the Client agrees to pay the County an annual registration fee of \$250.00. Additionally, the Client shall pay the County for the services, as delineated in this Agreement, according to the fee schedule attached hereto as Exhibit A. With regard to such fee schedule, all fees associated with requested services from Client will be assessed at intake and will reflect the specific services requested by Client.
- B. Client will pay all additional, reasonable, posted incurred cost for the processing of any rabies related investigation which requires submission of a specimen to the Texas Department of Health or for the required 10-day quarantine of any animal no later than thirty (30) days after the Client's receipt of an invoice from the County.
- C. The fee schedule in Exhibit A only applies to requested services upon intake and does not reflect specific services required for the final disposition of any Animal after intake.
- D. In the event that the parties agree to renew this Agreement as provided in Article VIII herein, amounts shall not change without entering into a new written agreement.
- E. In the event that the County determines prior to renewal of this Agreement that the amounts listed in Exhibit A are insufficient to cover costs, the County and Client will meet no later than July 1st of the relevant year to determine the appropriate amount of consideration. The County shall provide to the Client a line-item presentation of the operating budget proposed by the County for the new period. A comparison of the actual revenues and expenses to the amounts budgeted and paid in the prior period will be included in determining the amount of consideration for the new period.

## VI. REPORTS

- A. County shall submit a comprehensive annual report of all Animal Control Services to Client within thirty (30) days of the close of Client's fiscal year, currently being September 30th. County shall provide to Client, upon request, a copy of any other report not confidential by law or contract, which it may be required to prepare and submit to any federal, state, or other jurisdiction in the course of its animal and rabies control activities. County shall also render to Client at reasonable intervals, such reports and accounting as Client from time to time may require; provided however, if such request becomes burdensome, County may invoice for the cost-of preparation of such reports.
- B. County agrees to retain any records it makes in compliance with this Agreement for a period of three (3) years after the ultimate termination of the Contract, or the amount of time required under the State Records Retention Act, depending on the individual record.

## VII. DEFAULT

In the event Client fails to: (i) pay all costs set forth in Article V above, or (ii) perform its obligations as set forth herein, the County shall give Client written notice of default with an opportunity to cure such default within thirty (30) days. If Client fails to cure such default during the 30-day cure period, the Agreement shall terminate, and Client shall assume responsibility for its own animal control operation.

## VII. TERMINATION AND RENEWAL

- A. This Agreement shall be effective from October 1, 2024, through September 30, 2025. This Agreement may be renewed annually thereafter for additional one (1) year terms to run from October 1st to September 30th. The Agreement will be renewed only upon full review of the Services provided herein and upon written approval by both parties.
- B. This Agreement may be terminated by either party upon sixty (60) days written notice to the other party. All costs and liabilities incurred by the County on behalf of the Client prior to the termination shall be the responsibility of the Client.

## IX. INDEMNITY

**Subject to the limitations as to liability and damages in the Texas Tort Claims Act and 'without waiving its governmental immunity, each Party agrees to hold harmless each other, its governing board, officers, agents and employees for any liability, loss, damages, claims or causes of action caused or asserted to have been caused directly or indirectly by any other Party to this Agreement, or any of its officers, agents or employees, or as the result of its performance, or any of its officers, agents or employees, under this Agreement.**

**X. INDEPENDENT CONTRACTOR**

- A. The County shall be responsible for the Animal Control Services contemplated under this Agreement. The County shall supply materials, equipment, tools, transportation, and labor required for or reasonably incidental to the performance of Animal Control Services. The County shall have ultimate control over the execution of the work under this Agreement. The County shall have the sole obligation to employ, direct, control, supervise, manage, discharge and compensate all of its employees.
- B. The County shall retain personal control and shall give its personal attention to the faithful prosecution and completion of its services and fulfillment of this Agreement.
- C. The County shall have full authority for the final disposition of any animal submitted by Client.

**XI. GENERAL PROVISIONS**

- A. The parties intend for the various provisions of this Agreement to be severable so that the invalidity, if any, of any one section (or more) shall not affect the validity of the remaining provisions or sections.
- B. This document may be executed in any number of original signature counterparts, each of which shall for all purposes be deemed an original, and all such counterparts shall constitute one and the same document.
- C. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entity.
- D. This Agreement shall be interpreted in accordance with the laws of the State of Texas and venue shall be in Atascosa County, Texas.
- E. Any notice required under the provisions of this Agreement shall be in writing and delivered in person or deposited in the United States Mail, registered or certified, return receipt requested. Any such notice must be addressed to the following addresses. Any notice shall be deemed received three days after the date of deposit in the United States Mail, unless proof is offered to the contrary. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

**Atascosa County, Texas:**

The Hon. Weldon Cude, County Judge  
#1 Courthouse Circle Drive, Suite 101

**Pleasanton, Texas:**

Mayor \_\_\_\_\_  
PO Box 209 \_\_\_\_\_

County Courthouse  
Jourdanton, Texas 78026

Pleasanton, Texas 78064

**With copy to:**

County Attorney  
#1 Courthouse Circle Drive,  
County Courthouse  
Jourdanton, Texas 78026

**With copy to:**

City Manager  
PO Box 209  
Pleasanton, Texas 78064

- F. Amendment: This Agreement may not be amended except in a written instrument specifically referring to this Agreement and signed by the parties hereto.
- G. Binding Agreement: This Agreement has been duly executed and delivered by both parties and constitutes a legal, valid and binding obligation of the parties. Each person executing this Agreement on behalf of each party represents and warrants that they have full right and authority to enter into this Agreement.
- H. Joint Venture and Agency: The relationship between the parties to this Agreement does not create a partnership or joint venture between the parties. This Agreement does not appoint any party as agent for the other party.
- I. Approval by Governing Bodies. This Agreement has been approved by the governing bodies of the Client and of County.
- J. Payment from Current Revenues. Each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying Party.
- K. Entire Agreement: This Agreement contains the entire agreement between the parties and correctly sets forth the rights, duties and obligations of each to the other as of the Effective Date. Any oral representations or modifications concerning this Agreement will be of no force or effect excepting a subsequent written modification executed by both parties.

EXECUTED TO BE EFFECTIVE this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**Atascosa County**  
**Animal Control Authority**  
**2024/2025 Interlocal Fee Schedule**  
**City of Poteet, Charlotte, and Christine**

Animal Admission Fee:

Dog: \$30.00

Cat: \$20.00

Quarantine Fee: 10 days hold for rabies (includes Animal Admission Fee)

Dog: \$100.00

Cat: \$80.00

Euthanasia Fee:

Dog: \$75.00

Cat: \$65.00

Animal Disposal Fee:

Dog: \$20.00

Cat: \$20.00

Specimen Submission:

\$30.00 dog or cat plus shipping and handling

\$40.00 state rabies test.

**Atascosa County**  
**Animal Control Authority**  
**2024/2025 Interlocal Fee Schedule**  
**City of Jourdanton, Pleasanton, and McMullen County**

Animal Admission Fee:

Dog: \$37.50

Cat: \$27.50

Quarantine Fee: 10 days hold for rabies (includes Animal Admission Fee)

Dog: \$125.00

Cat: \$100.00

Euthanasia Fee:

Dog: \$75.00

Cat: \$65.00

Animal Disposal Fee:

Dog: \$25.00

Cat: \$25.00

Specimen Submission:

\$50.00 dog or cat plus shipping and handling

\$40.00 State rabies test

**ATASCOSA COUNTY, TEXAS**

By: \_\_\_\_\_

HON. WELDON CUDE

County Judge

ATTEST:

\_\_\_\_\_

County Clerk

**PLEASANTON, TEXAS**

*Ismael "JR" Gallegos Jr.*

Ismael "JR" Gallegos, Jr., Mayor

ATTEST:

*Andres Aguirre*

Andres, Aguirre, City Secretary



## INTERLOCAL AGREEMENT FOR ANIMAL CONTROL SERVICES

THE STATE OF TEXAS

COUNTY OF ATASCOSA

THIS AGREEMENT is made and entered into by and between **ATASCOSA COUNTY, TEXAS**, on behalf of the Atascosa County Animal Control Authority (hereinafter referred to as "County") and **MCMULLEN COUNTY, TEXAS**, a Texas Political Subdivision (hereinafter referred to as "Client").

### I. RECITALS

WHEREAS, CHAPTER 791 of the TEXAS GOVERNMENT CODE, also known as the INTERLOCAL COOPERATION ACT, authorizes all local governments to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting parties are mutually interested, such as animal control assistance and public health and welfare; and

WHEREAS, the McMullen County is a political subdivision of the State of Texas, duly organized and functioning in accordance with the laws of the State of Texas; and

WHEREAS, Atascosa County is a political subdivision of the State of Texas, duly organized and functioning in accordance with the laws of the State of Texas; and

WHEREAS the County and the Client represent that each is independently authorized to perform the functions contemplated by this Agreement; and

WHEREAS, the Atascosa County Animal Control Authority operates and performs Animal Control Services, as defined herein, for the purpose of reducing general animal control problems in the County, including, but not limited to, protecting its citizens from the dangers and problems associated with free roaming animals; and

WHEREAS, the Client currently has a need for such Animal Control Services and is not equipped to render such services; and

WHEREAS each party has sufficient funds available from current revenues to perform the functions contemplated by this Agreement; and

WHEREAS both the County and the Client find it mutually desirable to enter into this Agreement.

NOW, THEREFORE in consideration of the mutual benefits and promises each to the other made herein, the parties named above do hereby agree as follows:

## II. DEFINITIONS

- A. Animal: "Animal" shall mean domesticated dogs and cats.
- B. Animal Control Authority: "Animal Control Authority" shall mean the Atascosa County Animal Control Department. The terms "Animal Control Authority" and "Animal Control Department" are synonymous.
- C. Animal Control Personnel: "Animal Control Personnel" shall mean any employee of the Atascosa County Animal Control Department.
- D. Animal Control Services: "Animal Control Services" shall mean the specific services provided by the Atascosa County Animal Control Authority in response to Client-Reported Animal Calls that are necessary to effectively carry out an animal control program for the Client.

Animal Control Services shall include: the housing and final, humane disposition of stray, unrestrained, homeless, abandoned, or unwanted Animals that are transported to the 'Atascosa County Animal Control Facility; providing a kennel for state-mandated rabies quarantine observation by the Local Rabies Control Authority; and submitting specimens to the Texas Department of Health for rabies testing.

Animal Control Services will not include trapping nuisance animals, wild animals, horses, or livestock or removal of deceased animals from within the incorporated limits of Pleasanton, Texas.

- E. Animal Shelter: "Animal Shelter" shall mean the facility known as the Atascosa County Animal Control Facility, currently located at 292 Spur 162 Pleasanton, Atascosa County, Texas, which keeps or legally impounds stray, homeless, abandoned, or unwanted Animals.
- F. County: "County" shall mean Atascosa County, Texas and the Atascosa County Animal Control Department.
- G. Client-Reported Animal Call: "Client-Reported Animal Call" shall mean calls made by the Client to the Atascosa County Animal Control Department or the Atascosa County Sheriff's Department dispatch to request Animal Control Services.
- H. Local Rabies Control Authority: "Local Rabies Control Authority" shall mean the Chief Investigator of the Atascosa County Animal Control Department, as authorized by section 826.017 of the Texas Health & Safety Code.

### **III. COUNTY'S OBLIGATIONS**

- A. County agrees to provide specific Animal Control Services to Client for all Client-Reported Animal Calls occurring within the incorporated limits of the McMullen County, Texas, defined as the geographical limits as recorded in the Atascosa County Appraisal District.
- B. The County will confirm at least one (1) Animal Control Personnel in response to a Client request for Animal Control Services, so long as there is at least one (1) Animal Control Personnel "on duty". If there is no Animal Control Personnel on duty, the County dispatch will notify Client that there are no personnel available to accept the animal. In that event, Atascosa County dispatch may determine if the call is an emergency and notify the Animal Control supervisor of the emergency call. The Animal Control supervisor, at his/her sole discretion, will then provide at least one (1) Animal Control Personnel to respond to the emergency call. Only Client-Reported Animal Calls to report animal bites and scratches will be considered an emergency.
- C. County will respond only to calls directly reported by the Client to the County. The County will defer all other requests for Animal Control Services directly to the Client.
- D. County agrees to accept, at its sole discretion, captured Animals transported to the Atascosa County Animal Control Facility by Client. Wild animals will not be accepted by the Animal Control Facility and should be released back into their natural habitat by Client if they have not caused a bite to a human.
- E. To the extent permitted by law, and as provided by the Public Information Act, TEXAS GOVERNMENT CODE, Ch. 552, as amended, County agrees to keep confidential any Rabies Vaccination Certificate information provided by the Client.

### **IV. CLIENT'S OBLIGATIONS**

- A. Client agrees to receive all calls for Animal Control Services from citizens to determine if Animal Control Services are needed, and if so, to initiate Client-Reported Animal Calls. Client shall not direct or advise citizens to call the County for Animal Control Services.
- B. Client shall fully cooperate with County in the provision of Animal Control Services, including but not limited to, furnishing: any and all information in its possession about the ownership of a suspected rabid Animal, including Rabies Vaccination Certificates maintained by any department of the Client; any history of the Animal; the name and address of any person reporting an Animal bite or scratch; the name and address of any possible victims of an Animal bite or scratch; and the name and address of any person believed to own an Animal which the Client has called the County to house.

- C. Client agrees to furnish information to County in a timely and expeditious manner.
- D. Client agrees to assist the citizens of McMullen County, Texas with the apprehension of any Animal in appropriate situations.
- E. Client does not provide live capture cages to the public for the purpose of catching and transporting any Animal to the Client, who agrees to then transport the Animal to the Animal Shelter.
- F. Client agrees to transport all Animals in an approved, properly functioning live animal cage prior to admittance into the Animal Shelter.
- G. Client agrees to file all criminal or civil charges, in the appropriate court, for any violations of Client's rules and regulations or for any violations of state statutes, at the sole discretion of the Client.
- H. Client agrees to pay all fees associated with the impoundment, testing, medical treatment or final disposition of any animal.

#### **V. CONSIDERATION**

- A. In consideration for the County's performance of the duties listed herein, the Client agrees to pay the County an annual registration fee of \$250.00. Additionally, the Client shall pay the County for the services, as delineated in this Agreement, according to the fee schedule attached hereto as Exhibit A. With regard to such fee schedule, all fees associated with requested services from Client will be assessed at intake and will reflect the specific services requested by Client.
- B. Client will pay all additional, reasonable, posted incurred cost for the processing of any rabies related investigation which requires submission of a specimen to the Texas Department of Health or for the required 10-day quarantine of any animal no later than thirty (30) days after the Client's receipt of an invoice from the County.
- C. The fee schedule in Exhibit A only applies to requested services upon intake and does not reflect specific services required for the final disposition of any Animal after intake.
- D. In the event that the parties agree to renew this Agreement as provided in Article VIII herein, amounts shall not change without entering into a new written agreement.
- E. In the event that the County determines prior to renewal of this Agreement that the amounts listed in Exhibit A are insufficient to cover costs, the County and Client will meet no later than July 1st of the relevant year to determine the appropriate amount of consideration. The County shall provide to the Client a line-item presentation of the operating budget proposed by the County for the new period. A

comparison of the actual revenues and expenses to the amounts budgeted and paid in the prior period will be included in determining the amount of consideration for the new period.

## **VI. REPORTS**

- A. County shall submit a comprehensive annual report of all Animal Control Services to Client within thirty (30) days of the close of Client's fiscal year, currently being September 30th. County shall provide to Client, upon request, a copy of any other report not confidential by law or contract, which it may be required to prepare and submit to any federal, state, or other jurisdiction in the course of its animal and rabies control activities. County shall also render to Client at reasonable intervals, such reports and accounting as Client from time to time may require; provided however, if such request becomes burdensome, County may invoice for the cost-of preparation of such reports.
- B. County agrees to retain any records it makes in compliance with this Agreement for a period of three (3) years after the ultimate termination of the Contract, or the amount of time required under the State Records Retention Act, depending on the individual record.

## **VII. DEFAULT**

In the event Client fails to: (i) pay all costs set forth in Article V above, or (ii) perform its obligations as set forth herein, the County shall give Client written notice of default with an opportunity to cure such default within thirty (30) days. If Client fails to cure such default during the 30-day cure period, the Agreement shall terminate, and Client shall assume responsibility for its own animal control operation.

## **VII. TERMINATION AND RENEWAL**

- A. This Agreement shall be effective from October 15, 2024, through September 30, 2025. This Agreement may be renewed annually thereafter for additional one (1) year terms to run from October 1st to September 30th. The Agreement will be renewed only upon full review of the Services provided herein and upon written approval by both parties.
- B. This Agreement may be terminated by either party upon sixty (60) days written notice to the other party. All costs and liabilities incurred by the County on behalf of the Client prior to the termination shall be the responsibility of the Client.

## **IX. INDEMNITY**

**Subject to the limitations as to liability and damages in the Texas Tort Claims Act and without waiving its governmental immunity, each Party agrees to hold harmless each other, its governing board, officers, agents and employees for any liability, loss, damages, claims or causes of action caused or asserted to have been caused directly or indirectly by any other Party to this Agreement, or any of its**

**officers, agents or employees, or as the result of its performance, or any of its officers, agents or employees, under this Agreement.**

#### **X. INDEPENDENT CONTRACTOR**

- A. The County shall be responsible for the Animal Control Services contemplated under this Agreement. The County shall supply materials, equipment, tools, transportation, and labor required for or reasonably incidental to the performance of Animal Control Services. The County shall have ultimate control over the execution of the work under this Agreement. The County shall have the sole obligation to employ, direct, control, supervise, manage, discharge and compensate all of its employees.
- B. The County shall retain personal control and shall give its personal attention to the faithful prosecution and completion of its services and fulfillment of this Agreement.
- C. The County shall have full authority for the final disposition of any animal submitted by the Client.

#### **XI. GENERAL PROVISIONS**

- A. The parties intend for the various provisions of this Agreement to be severable so that the invalidity, if any, of any one section (or more) shall not affect the validity of the remaining provisions or sections.
- B. This document may be executed in any number of original signature counterparts, each of which shall for all purposes be deemed an original, and all such counterparts shall constitute one and the same document.
- C. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entity.
- D. This Agreement shall be interpreted in accordance with the laws of the State of Texas and venue shall be in Atascosa County, Texas.
- E. Any notice required under the provisions of this Agreement shall be in writing and delivered in person or deposited in the United States Mail, registered or certified, return receipt requested. Any such notice must be addressed to the following addresses. Any notice shall be deemed received three days after the date of deposit in the United States Mail, unless proof is offered to the contrary. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

**Atascosa County, Texas:**

The Hon. Weldon Cude, County Judge  
#1 Courthouse Circle Drive, Suite 101  
County Courthouse  
Jourdanton, Texas 78026

**With copy to:**

County Attorney  
#1 Courthouse Circle Drive,  
County Courthouse  
Jourdanton, Texas 78026

McMullen County, Texas  
The Honorable James E. Teal  
PO Box 237/501 River Street  
Tilden, TX 78072

**With copy to:**

Kimberly Kreider-Dusek, County Attorney  
PO BOX 251  
Tilden, TX 78072

**Pleasanton, Texas:**

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**With copy to:**

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- F. Amendment: This Agreement may not be amended except in a written instrument specifically referring to this Agreement and signed by the parties hereto.
- G. Binding Agreement: This Agreement has been duly executed and delivered by both parties and constitutes a legal, valid and binding obligation of the parties. Each person executing this Agreement on behalf of each party represents and warrants that they have full right and authority to enter into this Agreement.

- H. Joint Venture and Agency: The relationship between the parties to this Agreement does not create a partnership or joint venture between the parties. This Agreement does not appoint any party as agent for the other party.
- I. Approval by Governing Bodies. This Agreement has been approved by the governing bodies of the Client and of County.
- J. Payment from Current Revenues. Each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying Party.
- K. Entire Agreement: This Agreement contains the entire agreement between the parties and correctly sets forth the rights, duties and obligations of each to the other as of the Effective Date. Any oral representations or modifications concerning this Agreement will be of no force or effect excepting a subsequent written modification executed by both parties.
- L. The Client's contact for this agreement concerning day to day Animal Services shall be the County Sheriff.

EXECUTED TO BE EFFECTIVE this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**Atascosa County**  
**Animal Control Authority**  
**2024/2025 Interlocal Fee Schedule**  
**City of Poteet, Charlotte, and Christine**

Animal Admission Fee:

Dog: \$30.00

Cat: \$20.00

Quarantine Fee: 10 days hold for rabies (includes Animal Admission Fee)

Dog: \$100.00

Cat: \$80.00

Euthanasia Fee:

Dog: \$75.00

Cat: \$65.00

Animal Disposal Fee:

Dog: \$20.00

Cat: \$20.00

Specimen Submission:

\$30.00 dog or cat plus shipping and handling

\$40.00 state rabies test.

**Atascosa County**

**Animal Control Authority**

**2024/2025 Interlocal Fee Schedule**

**City of Jourdanton, Pleasanton, and McMullen County**

Animal Admission Fee:

Dog: \$37.50

Cat: \$27.50

Quarantine Fee: 10 days hold for rabies (includes Animal Admission Fee)

Dog: \$125.00

Cat: \$100.00

Euthanasia Fee:

Dog: \$75.00

Cat: \$65.00

Animal Disposal Fee:

Dog: \$25.00

Cat: \$25.00

Specimen Submission:

\$50.00 dog or cat plus shipping and handling

\$40.00 State rabies test

**ATASCOSA COUNTY, TEXAS**

By: \_\_\_\_\_

HON. WELDON CUDE

County Judge

ATTEST:

\_\_\_\_\_  
Atascosa County Clerk

**MCMULLEN COUNTY, TEXAS**

  
James E. Teal, McMullen County Judge

ATTEST:

  
\_\_\_\_\_  
McMullen County Clerk

## **INTERLOCAL AGREEMENT FOR ANIMAL CONTROL SERVICES**

THE STATE OF TEXAS

COUNTY OF ATASCOSA

THIS AGREEMENT is made and entered into by and between **ATASCOSA COUNTY, TEXAS**, on behalf of the Atascosa County Animal Control Authority (hereinafter referred to as "County") and **the CITY OF JOURDANTON, TEXAS**, a Texas Municipality (hereinafter referred to as "Client").

### **I. RECITALS**

WHEREAS, CHAPTER 791 of the TEXAS GOVERNMENT CODE, also known as the INTERLOCAL COOPERATION ACT, authorizes all local governments to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting parties are mutually interested, such as animal control assistance and public health and welfare; and

WHEREAS, the City of Jourdanton is a municipality organized under the laws of Texas and is authorized to enter into this Agreement pursuant to the Texas Local Government Code; and

WHEREAS, Atascosa County is a political subdivision of the State of Texas, duly organized and functioning in accordance with the laws of the State of Texas; and

WHEREAS, the County and the Client represent that each is independently authorized to perform the functions contemplated by this Agreement; and

WHEREAS, the Atascosa County Animal Control Authority operates and performs Animal Control Services, as defined herein, for the purpose of reducing general animal control problems in the County, including, but not limited to, protecting its citizens from the dangers and problems associated with free roaming animals; and

WHEREAS, the Client currently has a need for such Animal Control Services and is not equipped to render such services; and

WHEREAS, each party has sufficient funds available from current revenues to perform the functions contemplated by this Agreement; and

WHEREAS, both the County and the Client find it mutually desirable to enter into this Agreement.

NOW, THEREFORE in consideration of the mutual benefits and promises each to the other made herein, the parties named above do hereby agree as follows:

## II. DEFINITIONS

- A. Animal: "Animal" shall mean domesticated dogs and cats.
- B. Animal Control Authority: "Animal Control Authority" shall mean the Atascosa County Animal Control Department. The terms "Animal Control Authority" and "Animal Control Department" are synonymous.
- C. Animal Control Personnel: "Animal Control Personnel" shall mean any employee of the Atascosa County Animal Control Department.
- D. Animal Control Services: "Animal Control Services" shall mean the specific services provided by the Atascosa County Animal Control Authority in response to Client-Reported Animal Calls that are necessary to effectively carry out an animal control program for the Client.

Animal Control Services shall include: the housing and final, humane disposition of stray, unrestrained, homeless, abandoned, or unwanted Animals that are transported to the Atascosa County Animal Control Facility; providing a kennel for state-mandated rabies quarantine observation by the Local Rabies Control Authority; and submitting specimens to the Texas Department of Health for rabies testing.

Animal Control Services will not include trapping nuisance animals, wild animals, horses, or livestock or removal of deceased animals from within the incorporated limits of Jourdanton, Texas.

- E. Animal Shelter: "Animal Shelter" shall mean the facility known as the Atascosa County Animal Control Facility, currently located at 292 Spur 162 Jourdanton, Atascosa County, Texas, that keeps or legally impounds stray, homeless, abandoned, or unwanted Animals.
- F. County: "County" shall mean Atascosa County, Texas and the Atascosa County Animal Control Department.
- G. Client-Reported Animal Call: "Client-Reported Animal Call" shall mean calls made by the Client to the Atascosa County Animal Control Department or the Atascosa County Sheriff's Department dispatch to request Animal Control Services.
- H. Local Rabies Control Authority: "Local Rabies Control Authority" shall mean the Chief Investigator of the Atascosa County Animal Control Department, as authorized by section 826.017 of the Texas Health & Safety Code.

### **III. COUNTY'S OBLIGATIONS**

- A. County agrees to provide specific Animal Control Services to Client for all Client-Reported Animal Calls occurring within the incorporated limits of the City of Jourdanton, Atascosa County, Texas, defined as the geographical limits as recorded in the Atascosa County Appraisal District.
- B. The County will confirm at least one (1) Animal Control Personnel in response to a Client request for Animal Control Services, so long as there is at least one (1) Animal Control Personnel "on duty". If there is no Animal Control Personnel on duty, the County dispatch will notify Client that there are no personnel available to accept the animal. In that event, Atascosa County dispatch may determine if the call is an emergency and notify the Animal Control supervisor of the emergency call. The Animal Control supervisor, at his/her sole discretion, will then provide at least one (1) Animal Control Personnel to respond to the emergency call. Only Client-Reported Animal Calls to report animal bites and scratches will be considered an emergency.
- C. County will respond only to calls directly reported by the Client to the County. The County will defer all other requests for Animal Control Services directly to the Client.
- D. County agrees to accept, at its sole discretion, captured Animals transported to the Atascosa County Animal Control Facility by Client. Wild animals will not be accepted by the Animal Control Facility and should be released back into their natural habitat by Client if they have not caused a bite to a human.
- E. To the extent permitted by law, and as provided by the Public Information Act, TEXAS GOVERNMENT CODE, Ch. 552, as amended, County agrees to keep confidential any Rabies Vaccination Certificate information provided by the Client.

### **IV. CLIENT'S OBLIGATIONS**

- A. Client agrees to receive all calls for Animal Control Services from citizens to determine if Animal Control Services are needed, and if so, to initiate Client-Reported Animal Calls. Client shall not direct or advise citizens to call the County for Animal Control Services.
- B. Client shall fully cooperate with County in the provision of Animal Control Services, including but not limited to, furnishing: any and all information in its possession about the ownership of a suspected rabid Animal, including Rabies Vaccination Certificates maintained by any department of the Client; any history of the Animal; the name and address of any person reporting an Animal bite or scratch; the name and address of any possible victims of an Animal bite or scratch; and the name and address of any person believed to own an Animal which the Client has called the County to house.
- C. Client agrees to furnish information to County in a timely and expeditious manner.

- D. Client agrees to assist the citizens of Jourdanton, Texas with the apprehension of any Animal in appropriate situations.
- E. Client agrees to provide live capture cages to the public for the purpose of catching and transporting any Animal to the Client, who agrees to then transport the Animal to the Animal Shelter.
- F. Client agrees to transport all Animals in an approved, properly functioning live animal cage prior to admittance into the Animal Shelter.
- G. Client agrees to file all criminal or civil charges, in the appropriate court, for any violations of Client's rules and regulations or for any violations of state statutes, at the sole discretion of the Client.
- H. Client agrees to pay all fees associated with the impoundment, testing, medical treatment or final disposition of any animal.

#### **V. CONSIDERATION**

- A. In consideration for the County's performance of the duties listed herein, the Client agrees to pay the County an annual registration fee of \$250.00. Additionally, the Client shall pay the County for the services, as delineated in this Agreement, according to the fee schedule attached hereto as Exhibit A. With regard to such fee schedule, all fees associated with requested services from Client will be assessed at intake and will reflect the specific services requested by Client.
- B. Client will pay all additional, reasonable, posted incurred cost for the processing of any rabies related investigation which requires submission of a specimen to the Texas Department of Health or for the required 10-day quarantine of any animal no later than thirty (30) days after the Client's receipt of an invoice from the County.
- C. The fee schedule in Exhibit A only applies to requested services upon intake and does not reflect specific services required for the final disposition of any Animal after intake.
- D. In the event that the parties agree to renew this Agreement as provided in Article VIII herein, amounts shall not change without entering into a new written agreement.
- E. In the event that the County determines prior to renewal of this Agreement that the amounts listed in Exhibit A are insufficient to cover costs, the County and Client will meet no later than July 1st of the relevant year to determine the appropriate amount of consideration. The County shall provide to the Client a line-item presentation of the operating budget proposed by the County for the new period. A comparison of the actual revenues and expenses to the amounts budgeted and paid in the prior period will be included in determining the amount of consideration for the new period.

## VI. REPORTS

- A. County shall submit a comprehensive annual report of all Animal Control Services to Client within thirty (30) days of the close of Client's fiscal year, currently being September 30th. County shall provide to Client, upon request, a copy of any other report not confidential by law or contract, which it may be required to prepare and submit to any federal, state, or other jurisdiction in the course of its animal and rabies control activities. County shall also render to Client at reasonable intervals, such reports and accounting as Client from time to time may require; provided however, if such request becomes burdensome, County may invoice for the cost-of preparation of such reports.
- B. County agrees to retain any records it makes in compliance with this Agreement for a period of three (3) years after the ultimate termination of the Contract, or the amount of time required under the State Records Retention Act, depending on the individual record.

## VII. DEFAULT

In the event Client fails to: (i) pay all costs set forth in Article V above, or (ii) perform its obligations as set forth herein, the County shall give Client written notice of default with an opportunity to cure such default within thirty (30) days. If Client fails to cure such default during the 30-day cure period, the Agreement shall terminate, and Client shall assume responsibility for its own animal control operation.

## VIII. TERMINATION AND RENEWAL

- A. This Agreement shall be effective from October 1, 2024, through September 30, 2025. This Agreement may be renewed annually thereafter for additional one (1) year terms to run from October 1st to September 30th. The Agreement will be renewed only upon full review of the Services provided herein and upon written approval by both parties.
- B. This Agreement may be terminated by either party upon sixty (60) days written notice to the other party. All costs and liabilities incurred by the County on behalf of the Client prior to the termination shall be the responsibility of the Client.

## IX. INDEMNITY

**Subject to the limitations as to liability and damages in the Texas Tort Claims Act and without waiving its governmental immunity, each Party agrees to hold harmless each other, its governing board, officers, agents and employees for any liability, loss, damages, claims or causes of action caused or asserted to have been caused directly or indirectly by any other Party to this Agreement, or any of its officers, agents or employees, or as the result of its performance, or any of its officers, agents or employees, under this Agreement.**

### **X. INDEPENDENT CONTRACTOR**

- A. The County shall be responsible for the Animal Control Services contemplated under this Agreement. The County shall supply materials, equipment, tools, transportation, and labor required for or reasonably incidental to the performance of Animal Control Services. The County shall have ultimate control over the execution of the work under this Agreement. The County shall have the sole obligation to employ, direct, control, supervise, manage, discharge and compensate all of its employees.
- B. The County shall retain personal control and shall give its personal attention to the faithful prosecution and completion of its services and fulfillment of this Agreement.
- C. The County shall have full authority for the final disposition of any animal submitted by Client. **XI.**

### **GENERAL PROVISIONS**

- A. The parties intend for the various provisions of this Agreement to be severable so that the invalidity, if any, of any one section (or more) shall not affect the validity of the remaining provisions or sections.
- B. This document may be executed in any number of original signature counterparts, each of which shall for all purposes be deemed an original, and all such counterparts shall constitute one and the same document.
- C. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entity.
- D. This Agreement shall be interpreted in accordance with the laws of the State of Texas and venue shall be in Atascosa County, Texas.
- E. Any notice required under the provisions of this Agreement shall be in writing and delivered in person or deposited in the United States Mail, registered or certified, return receipt requested. Any such notice must be addressed to the following addresses. Any notice shall be deemed received three days after the date of deposit in the United States Mail, unless proof is offered to the contrary. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

#### **Atascosa County, Texas:**

The Hon. Weldon Cude, County Judge  
#1 Courthouse Circle Drive, Suite 101

#### **Jourdanton, Texas:**

Debbie Molina, City Manager  
1104 SH E, Ste. A

County Courthouse  
Jourdanton, Texas 78026

Jourdanton, Texas 78026

**With copy to:**

County Attorney  
#1 Courthouse Circle Drive,  
County Courthouse  
Jourdanton, Texas 78026

**With copy to:**

City Attorney  
Davidson Troilo Ream Barra  
601 NW Loop 410, Suite 100  
San Antonio, TX 78216

- F. Amendment: This Agreement may not be amended except in a written instrument specifically referring to this Agreement and signed by the parties hereto.
- G. Binding Agreement: This Agreement has been duly executed and delivered by both parties and constitutes a legal, valid and binding obligation of the parties. Each person executing this Agreement on behalf of each party represents and warrants that they have full right and authority to enter into this Agreement.
- H. Joint Venture and Agency: The relationship between the parties to this Agreement does not create a partnership or joint venture between the parties. This Agreement does not appoint any party as agent for the other party.
- I. Approval by Governing Bodies. This Agreement has been approved by the governing bodies of the Client and of County.
- J. Payment from Current Revenues. Each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying Party.
- K. Entire Agreement: This Agreement contains the entire agreement between the parties and correctly sets forth the rights, duties and obligations of each to the other as of the Effective Date. Any oral representations or modifications concerning this Agreement will be of no force or effect excepting a subsequent written modification executed by both parties.

EXECUTED TO BE EFFECTIVE this 16th day of September, 2024.

**ATASCOSA COUNTY, TEXAS**

By: \_\_\_\_\_

HON. WELDON CUDE

County Judge

ATTEST:

\_\_\_\_\_  
County Clerk

**JOURDANTON, TEXAS**

*Robert A. Williams*  
\_\_\_\_\_

Mayor

ATTEST:

*Melissa Gonzalez*  
\_\_\_\_\_  
City Secretary

**Atascosa County**  
**Animal Control Authority**  
**2024/2025 Interlocal Fee Schedule**  
**City of Jourdanton, Pleasanton, and McMullen County**

Animal Admission Fee:

Dog: \$37.50

Cat: \$27.50

Quarantine Fee: 10 days hold for rabies (includes Animal Admission Fee)

Dog: \$125.00

Cat: \$100.00

Euthanasia Fee:

Dog: \$75.00

Cat: \$65.00

Animal Disposal Fee:

Dog: \$25.00

Cat: \$25.00

Specimen Submission:

\$50.00 dog or cat plus shipping and handling

\$40.00 State rabies test

**Atascosa County**  
**Animal Control Authority**  
**2024/2025 Interlocal Fee Schedule**  
**City of Poteet, Charlotte, and Christine**

Animal Admission Fee:

Dog: \$30.00

Cat: \$20.00

Quarantine Fee: 10 days hold for rabies (includes Animal Admission Fee)

Dog: \$100.00

Cat: \$80.00

Euthanasia Fee:

Dog: \$75.00

Cat: \$65.00

Animal Disposal Fee:

Dog: \$20.00

Cat: \$20.00

Specimen Submission:

\$30.00 dog or cat plus shipping and handling

\$40.00 state rabies test.

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 6.**

**Meeting Date:** 10/15/2024  
**Item Title:** Adopt Juvenile Diversion Plan  
**Submitted For:** Russell Prasifka, Justice of the Peace, Pct. 4

**Discuss and/or take appropriate action concerning:**

**Russell Prasifka:** A. Discuss and/or take appropriate action to adopt the "Juvenile Diversion Plan" for Justice Court Precinct 4 as mandated by HB 3186 (2023).

B. Discuss and take appropriate action to approve the appointment of current Justice Court Clerk 2 Precinct 4, Irene Torres, as Juvenile Case Manager.

C. Discuss and take appropriate action a monthly stipend in the amount of \$200.00 beginning January 1, 2025, to be taken out of the currently funded "Juvenile Diversion Fund".

**ATTACHMENTS**

JP 4Juv Diversion

§ IN THE JUSTICE COURT  
§ PRECINCT FOUR  
§ ATASCOSA COUNTY, TEXAS

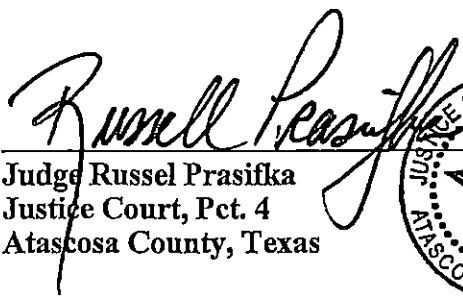
**ORDER ADOPTING A YOUTH DIVERSION PLAN  
Known as "4-YOU"**

IT IS ORDERED pursuant to Article 45.306 (b) of the Texas Code of Criminal Procedure that the Court adopts the Youth Diversion Plan hereafter referred to as "4-YOU" (YOUTH OPPORTUNITIES FOR UNDERSTANDING) or "Program." This program is a product of the ATASCOSA COUNTY JUSTICE COURT, PRECINCT FOUR.

IT IS FURTHER ORDERED that the Program shall not limit the types of strategies or services that may be imposed as needed in the best interest of the child and to promote the long-term safety of the community. Strategies and Services may be tailored to an individual case as determined by the Judge after assessment and collaboration with all interested parties and service providers.

IT IS FURTHER ORDERED that the procedures, components, and applicable law referenced in the Program shall be maintained on file for public inspection.

SIGNED AND ENTERED on this 1<sup>st</sup> day of October, 2024.

  
\_\_\_\_\_  
Judge Russel Prasifka  
Justice Court, Pct. 4  
Atascosa County, Texas



# Atascosa County Justice Court, Precinct Four

## "4- YOU" Youth Diversion Program

All words and phrases contained herein shall be construed according to definitions in *Article 45 of the Texas Code of Criminal Procedure*, where provided.

### I. Objective

The purpose of this program and its related procedures is to:

- A. Reduce recidivism and the occurrence of at-risk behavior through intervention without criminal adjudication.
- B. Identify at-risk juveniles utilizing a social service approach.
- C. Divert instances of deviant behavior from criminal adjudication with an emphasis on therapeutic strategies for accountability and responsibility of the child and the child's parent(s), while promoting public safety and order.
- D. Collaborate with all community resources available to achieve these objectives.

### II. Applicability

This program will apply to any fine-only misdemeanor other than traffic offenses against a child (under 17 years of age at the time of the offense) within the jurisdiction of this Court and ONLY applies to offenses which occur on or after January 1, 2025.

*Nothing in this procedure precludes the State from referring a child as a Child in Need of Supervision under Title 3 of the Texas Family Code, or a permissive or mandatory waiver of jurisdiction and transfer under Section 51.08 of the Texas Family Code.*

### III. Referral for Diversion Program

Article 45.305 (b) provides that strategies may be implemented in three different settings:

- A. **Graduated Sanctions-** Imposed by a school district on a child before a complaint is filed against the child for school offenses of Disruption of Class under *Education Code § 37.124*, Disruption of Transportation under *Education Code § 37.126*, or Disorderly Conduct under *Penal Code §§ 42.01(a)(1), (2), (3), (4), or (5)*. Case would have to move to an intermediate diversion or diversion of the court for failure to comply with school sanctions.
- B. **Intermediate Diversion-** A diversion agreement using diversion strategies without the requirement of a formal court filing. Child and parent must be advised about the option of intermediate diversion before a case is filed. *Code of Criminal Procedure Art. 45.309 (a)*.
- C. **Diversion by the Court-** If a charge involving a child who is eligible for diversion is filed, the court MUST divert the case without requiring a plea to be entered and such case must be dismissed on the court's own motion.

A Non-School related behavior that could be formally charged as a criminal offense within the jurisdiction of this Court may be submitted by referral, citation, or complaint as required by law.

School related offenses shall be referred to the Court by a School Administrator. The referral shall include all school records requested by the County Prosecutor and/or the courts "Youth Diversion Coordinator", and any disciplinary history and measures.

#### **IV. Intake & Eligibility**

Upon review and without objection by the Atascosa County Prosecutor, and with the written consent of the child and child's parent, is eligible for the diversion program once every 365 days, but only if he or she has not had a prior diversion plan determined to have been "unsuccessful."

#### **V. Diversion Evaluation**

The court's "Youth Diversion Coordinator" shall determine eligibility and devise a strategy to correct the specific behavior and achieve the objectives of the program, utilizing available resources.

Resources may include, but are not limited to, school related disciplinary and educational measures, drug and alcohol evaluation and education programs, tobacco education, self-improvement strategies or classes, leadership training, manners/social skills, anger management, mental health evaluations and recommended services, and any other services that are determined to be necessary to improve empathy, the parent-child relationship, or life skills.

#### **VI. Intermediate Diversion Intake & Implementation**

The court's "Youth Diversion Coordinator" shall review all the information available and applicable to the child and employ a case plan utilizing a strategy suitable for the rehabilitation of the child. *(See Appendix A for a description of strategies and programs that may be utilized)*

Once a preliminary case plan is established, the courts "Youth Diversion Coordinator" shall meet with the parent and child to review the proposed case plan, evaluate the parent-child relationship, consider parent input, or require the parent to participate in the case plan if appropriate. The diversion plan may be for a reasonable period not to exceed 180 days.

Upon successful completion, the case shall be closed and reported as successful to the Court.

#### **VII. Diversion Agreement**

There shall be a written binding Diversion Agreement that contains the components required in *Article 45.309 & 45.310 of the Texas Code of Criminal Procedure. (See Appendix B for applicable law).*

The objectives shall:

- a.) consider the child's circumstances,
- b.) be rationally relevant to the alleged conduct,
- c.) be realistic to accomplish, and
- d.) be in the best interest of the child and the community.

The written agreement shall contain the following components as required by law:

- A. An identification of the alleged conduct and diversion agreement terms in clear and concise language understandable to the child.
- B. Positive and negative consequences of successful completion of, or failure to comply with, the terms of the diversion agreement.

- C. An explanation that a guilty plea is not required, and that participation is not an admission of guilt.
- D. An explanation of the review and monitoring process of compliance with the diversion agreement.
- E. The agreed length of the diversion plan.
- F. Signatures of the child and parent indicating each's consent to diversion, with the understanding that diversion is optional. Notification that the child and/or the child's parent may terminate the diversion at any time, and acknowledgement that upon termination, the case will be referred to court.

### **VIII. Referral for Hearing and Diversion Outcomes**

**If a child appears not to have successfully completed the diversion, the court must hold a Non-Adversarial Hearing to confer with the parent and child.**

**At this Hearing, the court may hear from any person the court finds helpful in determining the best path forward, considering the best interest of the child and long-term safety of the community. *Code of Criminal Procedure Art. 45.311(a),(b).***

#### **Options at the Non-Adversarial Hearing include:**

- A. Declare the diversion unsuccessful, and/or
- B. Amend or set aside terms in the Diversion Agreement.
- C. Extend the diversion period not to exceed one year from the initial start date.
- D. Continue the hearing for not more than sixty (60) days to allow additional time for compliance with the terms of the agreement.
- E. Require the parent(s) to perform any act, or refrain from performing any act, which the Court determines will increase the likelihood the child will successfully complete the diversion and comply with any order of the court that is reasonable and necessary for the welfare of the child.
- F. Find substantial compliance and successful completion.
- G. Refer the case to the prosecutor for filing.
- H. Transfer the case to Juvenile Court for an alleged Child in Need of Supervision (CINS) under Section 51.08 of the Texas Family Code.

*Code of Criminal Procedure Art. 45.311 (c).*

**Unsuccessful diversions may be referred to the juvenile court or to the prosecutor for criminal filing.**

## **IX. Fees and Records**

The court may collect from a child's parent (not the child) a \$50.00 Local Youth Diversion Administrative Fee to defray the costs of the diversion as a term in the diversion agreement. *Code of Criminal Procedure Art. 45.312 (i).*

No other costs or fees may be assessed for a diversion. Fee may be waived if parent is indigent. If the parent is able to pay but fails to do so, the court may enforce the order by contempt.

The court must maintain records of all fees paid, and the fees must be placed by the Atascosa County Treasurer into a "Special Account" only used to offset the costs of operating the youth diversion program. *Code of Criminal Procedure Art. n 45.312 (f),(g).*

## **X. Atascosa County Justice Court, Precinct Four- "Youth Diversion Coordinator"**

A new position of "Youth Diversion Coordinator" is created and hereby designates Justice Court Clerk, Irene Torres, to fulfill the responsibilities and duties laid out in the statute. *Code of Criminal Procedure Art. 45.307.*

**Duties of the "Youth Diversion Coordinator" include:**

- A. Determining whether a child is eligible for diversion;
- B. Employing authorized diversion strategies;
- C. Presenting and maintaining diversion agreements;
- D. Monitoring diversions;
- E. Maintaining records on if diversions are successful or unsuccessful; and
- F. Coordinating referrals to court.
- G. Maintain records of all fees paid.

Code of Criminal Procedure Art. 45.307 (a).



## PERSONNEL ACTION FORM

Please indicate if action to be taken is regarding *new employment or completion of probation*:

**Employment Type:** Request for salary increase based on completion of probation period

**Requested Action**

Stephanie Brown: Discuss and/or take appropriate action concerning personnel:

Existing Employee:	Travis Kiner
Position:	Assistant Public Defender
Pay Rate:	\$80,000.00 annually
Salary Budget Area:	012-488-403
Start Date:	October 15, 2024
Physical:	n/a
Drug Test:	n/a



## PERSONNEL ACTION FORM

Please indicate if action to be taken is regarding *new employment or completion of probation*:

**Employment Type:** Request for salary increase based on completion of probation period  
**Requested Action**

Existing Employee:	Araceli Garcia
Position:	Assistant Public Defender
Pay Rate:	\$80,000.00 annually
Salary Budget Area:	012-488-403
Start Date:	October 15, 2024
Physical:	n/a
Drug Test:	n/a



## PERSONNEL ACTION FORM

Please indicate if action to be taken is regarding *new employment or completion of probation*:

**Employment Type:** New employee

**Requested Action**

Courtney Grier: Discuss and/or take appropriate action concerning personnel:  
New Employee: Cassandra Saucedo  
Position: PRN EMT  
Pay Rate: \$12.60/hourly  
Salary Budget Area: 041-400-518  
Start Date: 10/16/2024  
Physical: Pending  
Drug Test: Pending



## PERSONNEL ACTION FORM

Please indicate if action to be taken is regarding *new employment or completion of probation*:

**Employment Type:**

New employee

**Requested Action**

Sheriff Soward: Discuss and/or take appropriate action concerning personnel:  
New Employee: Timothy Lemus  
Position: Deputy Sheriff  
Pay Rate: Correct Holiday Pay from \$150.00 to \$175.00  
Salary Budget Area: 012-440-410  
Start Date: 09/23/2024  
Physical: n/a  
Drug Test: n/a



## PERSONNEL ACTION FORM

Please indicate if action to be taken is regarding *new employment or completion of probation*:

**Employment Type:**

New employee

**Requested Action**

New Employee:	Maribel Rico-Vazquez
Position:	Corrections Officer
Pay Rate:	Tier 3: \$47,000.00 Annually, 171 Fluctuating, \$120.00 Uniform, \$150.00 Holiday, 90-Day County Probation, 1-Year Agency Probation
Salary Budget Area:	012-442-562
Start Date:	10/24/2024
Physical:	pending
Drug Test:	pending



## PERSONNEL ACTION FORM

Please indicate if action to be taken is regarding *new employment or completion of probation*:

**Employment Type:**

New employee

**Requested Action**

New Employee:	Issac Oropeza
Position:	Corrections Officer
Pay Rate:	Tier 3: \$47,000.00 Annual, 171 Fluctuating, \$120.00 Uniform, \$150.00 Holiday, 90-Day County Probation, 1-Year Agency Probation
Salary Budget Area:	012-442-562
Start Date:	11/04/2024
Physical:	pending
Drug Test:	pending



## PERSONNEL ACTION FORM

Please indicate if action to be taken is regarding *new employment or completion of probation*:

**Employment Type:** Request for salary increase based on completion of probation period

**Requested Action**

Existing Employee:	Liza Ramos
Position:	Corrections Officer
Pay Rate:	Move to Tier 1: \$51,000.00 Annually, \$120.00 Uniform, \$150.00 Holiday, 171 Fluctuating, Continue 1-Year Agency Probation
Salary Budget Area:	012-442-562
Start Date:	10/15/2024
Physical:	n/a
Drug Test:	n/a



## PERSONNEL ACTION FORM

Please indicate if action to be taken is regarding *new employment or completion of probation*:

**Employment Type:** Request for salary increase based on completion of probation period

**Requested Action**

Existing Employee:	Alysha Martinez
Position:	Deputy Sheriff
Pay Rate:	Move to Tier 1: \$58,000.00 Annually, \$120.00 Uniform, \$175.00 Holiday, 171 Fluctuating, Continue 1-Year Agency Probation
Salary Budget Area:	012-440-410
Start Date:	10/15/2024
Physical:	n/a
Drug Test:	n/a

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 10.**

**Meeting Date:** 10/15/2024  
**Item Title:** September 2024 Treasurer's Report  
**Submitted For:** Laura Pawelek, County Treasurer

**Discuss and/or take appropriate action concerning:**

**Laura Pawelek:** Discuss and/or take appropriate action: Request approval for September 2024 Treasurer's report to be published in the newspaper and on County Website.

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 11.**

**Meeting Date:** 10/15/2024  
**Item Title:** Change payroll payday thru December 2024  
**Submitted For:** Laura Pawelek, County Treasurer

**Discuss and/or take appropriate action concerning:**

**Laura Pawelek:** Discuss and/or take appropriate action to accomplish paying every two weeks we will need to pay behind a two week period rather than only one week as originally proposed.

Therefore, I am requesting that we change the pay dates previously approved to the following:

Period Begin	Period End	Check date
10/01/2024	10/12/2024	10/25/2024
10/13/2024	10/26/2024	11/08/2024
10/27/2024	11/09/2024	11/22/2024
11/10/2024	11/23/2024	12/06/2024
11/24/2024	12/07/2024	12/20/2024

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 12.**

**Meeting Date:** 10/15/2024  
**Item Title:** Minutes for August 2024  
**Submitted For:** Theresa Carrasco, County Clerk

**Discuss and/or take appropriate action concerning:**

Theresa Carrasco: Discuss and/or take appropriate action for Approval of Commissioners' Court Minutes for August 2024.

**Recommendation/Action Requested and Justification**

Request Approval of the Commissioners' Court Minutes for August 2024.

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 13.**

**Meeting Date:** 10/15/2024  
**Item Title:** Exception - Roby S County Road 344  
**Submitted For:** Britni Van Curan, Rural Development Director

**Discuss and/or take appropriate action concerning:**

**Britni Van Curan:** Discuss and/or take appropriate action concerning the approval/denial of the Certificate of Exception for Carol Ann Roby on S. County Road 344 in Precinct 3.

**ATTACHMENTS**

Roby - Deed  
Roby - Surveys  
Roby - Registration  
Roby - Certificate



CTOT

21-616603LT

### General Warranty Deed

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

Date: August 25 2021

Grantor: 438 Atascosa Venture LLC

Grantor's Mailing Address: 20770 US 281 N #108-413 San Antonio TX, 78258

Grantee: Carol Ann Roby

Grantee's Mailing Address: 1012 Timber Crest, Pleasanton, TX 78064

Consideration: the sum of TEN DOLLARS (\$10.00) cash, and other good and valuable consideration

Property (including any improvements):

SEE ATTACHED HERETO EXHIBIT A

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

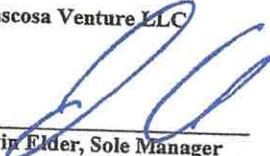
This conveyance, however, is made and accepted subject to any and all restrictions, encumbrances, easements, covenants, and conditions, if any, relating to the hereinabove described property as the same are filed for record in County Clerk's Office of Atascosa County, Texas including but not limited to those more particularly described in the attached hereto Exhibit B.

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 binds 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.

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

EXECUTED this 25 day of August, 2021.

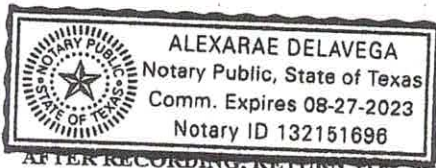
438 Atascosa Venture LLC



By: Devin Elder, Sole Manager

THE STATE OF Texas §  
COUNTY OF Bexar §

25 Before me, a Notary Public, the foregoing instrument was acknowledged on day of August, 2021 by Devin Elder, Sole Manager for 438 Atascosa Venture LLC who personally appeared before me, and who is known to me through Drivers License to be the person(s) who executed it for the purposes and consideration expressed therein, and in the capacity stated.



AFTER RECORDING, RETURN TO:  
\_\_\_\_\_  
\_\_\_\_\_

Alexarae Delavega  
NOTARY PUBLIC, STATE OF  
Texas

PREPARED IN THE LAW OFFICE OF  
Shaddock & Associates, P. C.  
2400 N. Dallas Parkway, Ste. 560  
Plano, Texas 75093

# Exhibit "A"

## Hay & Associates Surveying Co.

contacthaysurveying@gmail.com

Firm # 10193959

(830) 426-8553

STATE OF TEXAS  
COUNTY OF ATASCOSA

Field Notes of 254.26 Acres out of a 435.02 acre tract, File No. 212686 Official Public Records of Atascosa County, Texas and consisting of 78.05 acres out of the P. Bluntzer Survey 1622, Abstract 1259 and 176.21 acres out of the Heirs of Johannes Moos Survey 521, Abstract 1092, Atascosa County, Texas.

BEGINNING at a 1/2" iron pin found by a 6"x6" pipe post, in the ostensible south line of Survey 521, the south line of the 435.02 acre tract, for the northwest corner of County Road 343, and the northeast corner of a 132.811 acre tract, File No. 180289 Official Public Records of Atascosa County, Texas.

THENCE S 73°58'27" W, with the ostensible south line of Survey 521, the north line of the 132.811 acre tract, and generally with the fence; at 2645.10 feet pass a 10" treated post 2-way fence corner; continuing a total of 2828.93 feet to a 1/2" iron pin found by a 4" cedar post for the interior corner of the 435.02 acre tract and the northwest corner of a 2.87 acre tract, File No. 90143 Official Public Records of Atascosa County, Texas.

THENCE S 16°22'47" E, with the lower ostensible east line of Survey 521, the west line of the 2.87 acre tract, and generally with the fence; at 180.25 feet pass a 10" treated 2-way fence corner; continuing a total of 1089.00 feet (recorded as 1087 feet) to a 3-1/2" pipe post found for the lower ostensible southeast corner of Survey 521, the northeast corner of a 263.23 acre tract, Volume 130, Page 140 Deed Records of Atascosa County, Texas, and the lower southeast corner of the 435.02 acre tract.

THENCE S 73°43'18" W, with the ostensible south line of Survey 521, the north line of the 263.23 acre tract, and generally with the fence, 2293.17 feet (recorded as 2284 feet) to a 2-7/8" pipe post found for the ostensible southwest corner of Survey 521, the southeast corner of a 200 acre tract, Volume 111, Page 109 Deed Records of Atascosa County, Texas, and the southwest corner of the 435.02 acre tract.

THENCE N 15°52'19" W, with the east line of the 200 acre tract, the west line of the 435.02 acre tract, and generally with the fence, 3485.85 feet (recorded as 3477 feet) to a 5/8" iron pin set by a 10" treated post found in the south line of County Road 344S, for the northeast corner of the 200 acre tract, and the lower northwest corner of the 435.02 acre tract, a 2" pipe post found for the northwest corner of the 200 acre tract bears S 65°35'52" W 3412.98 feet.

THENCE N 65°33'22" E, with the north line of the 435.02 acre tract, the south line of County Road 344S, and generally with the fence, 1689.88 feet (recorded as 1687 feet) to a 1-1/4" iron pin found for an interior corner of the 435.02 acre tract.

THENCE N 25°31'03" W 30.61 feet to a point in County Road 344S and for the upper northwest corner of the 435.02 acre tract.

THENCE N 73°13'00" E, with the north line of the 435.02 acre tract, 522.25 feet to a point for the northwest corner of a 112.23 acre tract, surveyed this same day, and the upper northeast corner of the subject tract, a 5/8" iron pin set by a 12" treated post in the east line of the 435.02 acre tract bears N 73°13'00" E 4256.84 feet and S 29°57'02" E 47.70 feet.

THENCE over and across the 435.02 acre tract:

S 16°47'00" E, with the west line of the 112.23 acre tract, 1686.36 feet to a 5/8" set iron pin;  
N 73°13'00" E, with the south line of the 112.23 acre tract, 2636.86 feet to a 5/8" iron pin set for  
the northwest corner of a 38.00 acre tract, surveyed this same day;  
S 16°15'44" E, with the west line of the 38.00 acre tract, 1039.20 feet to a 5/8" set iron pin;  
N 73°44'16" E, with the south line of the 38.00 acre tract, 665.48 feet to a 5/8" set iron pin;  
S 16°15'44" E, with the west line of the 38.00 acre tract, 30.00 feet to a 0" treated post in the  
south line of the 435.02 acre tract, the north line of County Road 343.

THENCE, with the north line of County Road 343, the south line of the 435.02 acre tract, and generally  
with the fence, S 63°04'23" W 280.26 feet to a 12" treated post and S 73°55'35" W 35.24 feet to the  
POINT OF BEGINNING. Surveyed on the ground February 22, 2021 and prepared for the 438 Atascosa  
Venture, LLC. Bearings shown herein are based on WGS 84 from GPS observations.

I hereby certify that the foregoing field note description and accompanying plat were prepared from an  
actual survey performed on the ground by me and to the best of my knowledge and belief it is true and  
correct. Hay & Associates Surveying Co. accepts responsibility for this field note description only to the  
original clients for which it was prepared.

Timothy G. Hay  
271 CR 44  
Hondo, Texas 78861  
(830) 428-5533  
Job: 202102254  
Field Notes



Exhibit B

Rights of the public, the State of Texas and the municipality in and to that portion of subject property, if any, lying within the boundaries of any roadway, public or private.

Any and all matters which would be shown on a current, correct survey of the property.

Easement created in instrument to McCoy Water Supply Corp, recorded in Volume 7, Page 301, Real Property Records, Atascosa County, Texas.

Easement created in instrument to Karnes Electric Coop, recorded in cc# 2010-117411, Real Property Records, Atascosa County, Texas.

Easement created in instrument to Karnes Electric Coop, recorded in cc# 2015-165139, Real Property Records, Atascosa County, Texas.

Easement created in instrument to Cabot Oil and Gas Corp, recorded in cc# 2017-179437, Real Property Records, Atascosa County, Texas.

Easement created in instrument to Cabot Oil and Gas Corp, recorded in cc# 2017-179438, Real Property Records, Atascosa County, Texas.

Easement created in instrument to Cinco Oil and Gas, LLC, recorded in cc# 2017-182203, Real Property Records, Atascosa County, Texas.

Easement created in instrument to Karnes Electric Coop, recorded in cc# 2021-2457, Real Property Records, Atascosa County, Texas.

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS



Diane Gonzales, County Clerk

Atascosa County Texas

August 27, 2021 12:44:10 PM

FEE: \$42.00 BCHAPA

217136

D

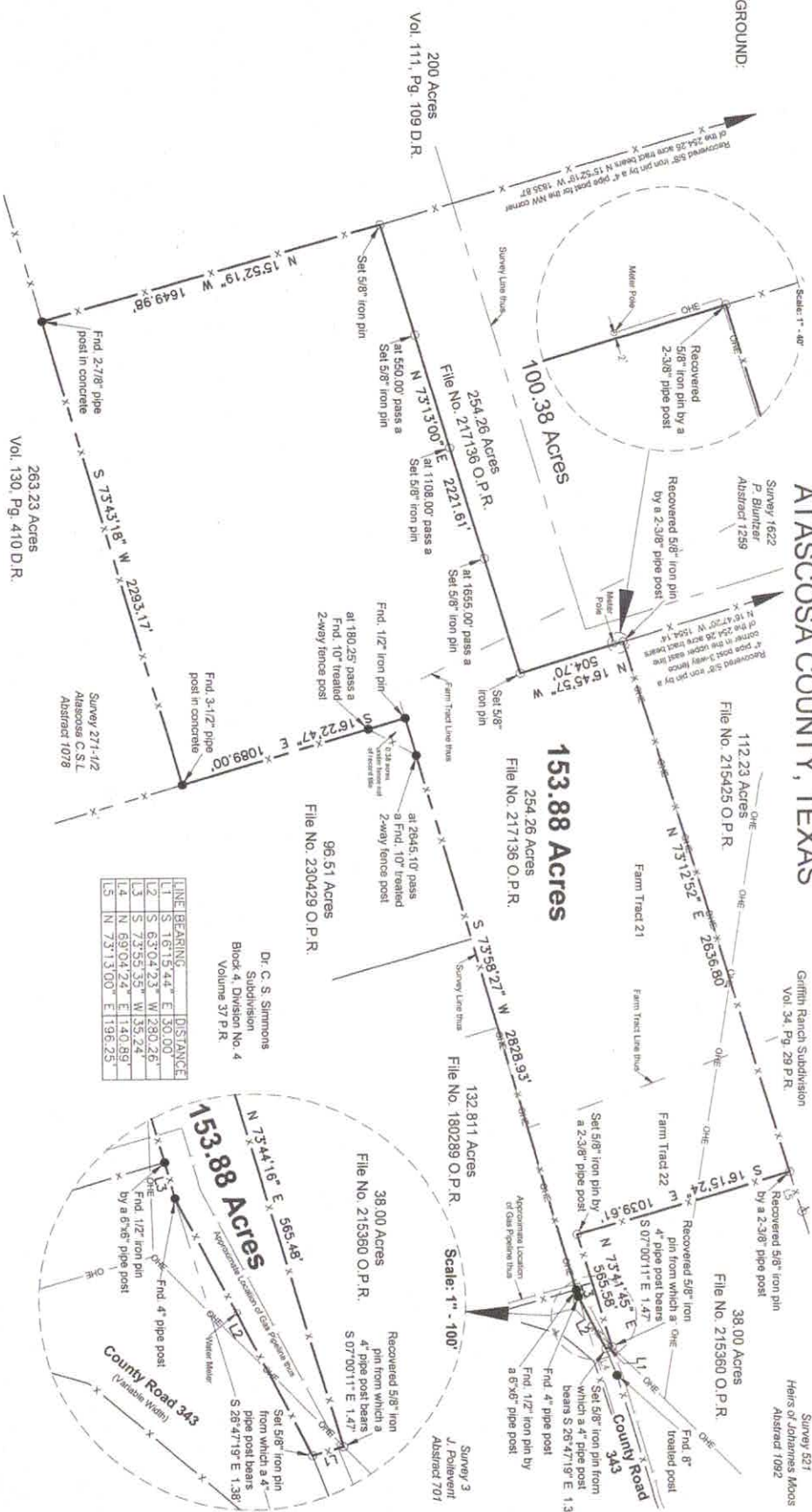
PREPARED FOR:  
Carol Ann Rody

SURVEYED ON THE GROUND:  
June 01, 2023

Scale: 1" = 500'  
BEARINGS SHOWN HEREON  
ARE BASED ON MAG. BEARINGS  
FROM GPS OBSERVATIONS



# ATASCOSA COUNTY, TEXAS



LINE	BEARING	DISTANCE
1	S 61°19'44.4" E	50.00'
2	S 63°04'23.3" W	280.26'
3	S 73°33'33.3" W	33.24'
4	N 69°04'24.4" E	140.89'
5	N 73°13'00.0" E	196.25'

Dr. C. S. Simmons  
Subdivision  
Block 4, Division No. 4  
Volume 57 F.R.

- LEGEND:
- OHE — OVERHEAD ELECTRIC LINE
  - X — FENCE
  - OFFICIAL PUBLIC RECORDS ATASCOSA COUNTY, TEXAS
  - DEED RECORDS ATASCOSA COUNTY, TEXAS
  - P.R. PLAT RECORDS ATASCOSA COUNTY, TEXAS
  - FOUND IRON PIN OR AS MARKED
  - SET 5/8" IRON PIN OR AS MARKED

A Plat of 153.88 Acres out of a 254.26 acre tract,  
File No. 217136 Official Public Records of Atascosa  
County, Texas and out of the Heirs of Johannes Moos  
Survey 521, Abstract 1092, Atascosa County, Texas.

I hereby certify that the foregoing plat and accompanying field note description were prepared from an actual survey performed on the ground by me and to the best of my knowledge and belief it is true and correct. Hey & Associates Surveying Co. accepts responsibility for this plat only to the original clients for which it was prepared.

*Charles M. Hay*  
Charles M. Hay, R.P.L.S. No. 6437  
Hey & Associates Surveying Co.  
Firm No. 10193959  
271 CR 448, Hondo, Texas 78861  
charles@haysurveying.com  
Job: 2021015-4  
Updated: June 15, 2023



# Hay & Associates Surveying Co.

contacthaysurveying@gmail.com

Firm # 10193959

(830) 426-8553

STATE OF TEXAS  
COUNTY OF ATASCOSA

Field Notes of 153.88 Acres out of a 254.26 acre tract, File No. 217136 Official Public Records of Atascosa County, Texas and out of the Heirs of Johannes Moos Survey 521, Abstract 1092, Atascosa County, Texas.

BEGINNING at a 1/2" iron pin found by a 6"x6" pipe post, in the ostensible south line of Survey 521, the south line of the 254.26 acre tract, for the northwest corner of County Road 343, and the northeast corner of a 132.811 acre tract, File No. 180289 Official Public Records of Atascosa County, Texas.

THENCE S 73°58'27" W, with the ostensible south line of Survey 521, the north line of the 132.811 acre tract, and generally with the fence; at 2645.10 feet pass a 10" treated post 2-way fence corner; continuing a total of 2828.93 feet to a 1/2" iron pin found for the interior corner of the 254.26 acre tract and the northwest corner of a 96.51 acre tract, File No. 230429 Official Public Records of Atascosa County, Texas.

THENCE S 16°22'47" E, with the lower ostensible east line of Survey 521, the west line of the 96.51 acre tract, and generally with the fence; at 180.25 feet pass a 10" treated 2-way fence corner; continuing a total of 1089.00 feet to a 3-1/2" pipe post found in concrete for the lower ostensible southeast corner of Survey 521, the northeast corner of a 263.23 acre tract, Volume 130, Page 410 Deed Records of Atascosa County, Texas, and the lower southeast corner of the 254.26 acre tract.

THENCE S 73°43'18" W, with the ostensible south line of Survey 521, the north line of the 263.23 acre tract, and generally with the fence, 2293.17 feet to a 2-7/8" pipe post 3-way fence corner found in concrete for the southeast corner of a 200 acre tract, Volume 111, Page 109 Deed Records of Atascosa County, Texas, and the southwest corner of the 254.26 acre tract.

THENCE N 15°52'19" W, with the east line of the 200 acre tract, the west line of the 254.26 acre tract, and generally with the fence, 1649.98 feet to a 5/8" iron pin set under fence for the southwest corner of a 100.38 acre tract surveyed this same day and the lower northwest corner of the subject tract, a 5/8" iron pin recovered by a 4" pipe post 3-way fence corner for the northwest corner of the 254.26 acre tract bears N 15°52'19" W 1835.87 feet.

THENCE N 73°13'00" E, into the 254.26 acre tract with the south line of the 100.38 acre tract; at 550.00 feet pass a 5/8" set iron pin; at 1108.00 feet pass a 5/8" set iron pin; at 1655.00 feet pass a 5/8" set iron pin; continuing a total of 2221.61 feet to a 5/8" iron pin set for the southeast corner of the 100.38 acre tract and an interior corner of the subject tract.

THENCE N 16°45'57" W, over and across the 254.26 acre tract with the east line of the 100.38 acre tract, 504.70 feet to a 5/8" iron pin recovered by a 2-3/8" pipe post 2-way fence corner for the southwest corner of a 112.23 acre tract, File No. 215425 Official Public Records of Atascosa County, Texas, an interior corner of the 254.26 acre tract, and the upper northwest corner of the subject tract, a 5/8" iron pin recovered by a 4" pipe post 3-way fence corner in the upper east line of the 254.26 acre tract bears N 16°47'20" W 1554.14 feet.

THENCE N 73°12'52" E, with the north line of the 254.26 acre tract, the south line of the 112.23 acre tract, and generally with the fence, 2636.80 feet to a 5/8" iron pin recovered by a 2-3/8" pipe post 3-way fence corner for the middle northeast corner of the 254.26 acre tract, the northwest corner of a 38.00 acre tract, File No. 215360 Official Public Records of Atascosa County, Texas, and the upper northwest corner of the subject tract, a 5/8" iron pin set for the lower southwest corner of the 112.23 acre tract bears N 73°13'00" E 196.25 feet.


THENCE with the west and south lines of the 38.00 acre tract, the north and east lines of the 254.26 acre tract, and generally with the fence:

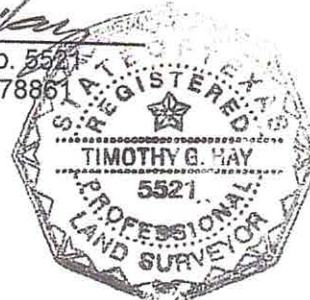
S 16°15'24" E 1039.61 feet to a 5/8" iron pin set by a 2-3/8" pipe post 2-way fence corner;  
N 73°41'45" E 565.58 feet to a 5/8" recovered iron pin, a 4" pipe post 2-way fence corner  
bears S 07°00'11" E 1.47 feet.

S 16°15'44" E 30.00 feet to a 5/8" iron pin set in the north line of County Road 343, for the southeast corner of the 254.26 acre tract, the lower southwest corner of the 38.00 acre tract, and the southeast corner of the subject tract, a 4" pipe post 3-way fence corner bears S 26°47'19" E 1.38 feet and an 8" treated post found for angle in the south line of the 38.00 acre tract bears N 69°04'24" E 140.89 feet.

THENCE, with the north line of County Road 343, the south line of the 254.26 acre tract, and generally with the fence, S 63°04'23" W 280.26 feet to a 4" pipe post found for angle and S 73°55'35" W 35.24 feet to the POINT OF BEGINNING. Surveyed on the ground June 01, 2023 and prepared for Carol Ann Roby. Bearings shown herein are based on WGS 84 from GPS observations.

I hereby certify that the foregoing field note description and accompanying plat were prepared from an actual survey performed on the ground by me and to the best of my knowledge and belief it is true and correct. Hay & Associates Surveying Co. accepts responsibility for these field notes only to the original clients for which it was prepared.

  
Timothy G. Hay, R.P.L.S. No. 5521  
271 CR 448, Hondo, Texas 78861  
Job: 2021015-4-153.88ac





# Hay & Associates Surveying Co.

contacthaysurveying@gmail.com

Firm # 10193959

(830) 426-8553

STATE OF TEXAS  
COUNTY OF ATASCOSA

Field Notes of 100.38 Acres out of a 254.26 acre tract, File No. 217136 Official Public Records of Atascosa County, Texas; consisting of 22.33 acres out of the Heirs of Johannes Moos Survey 521, Abstract 1092, and 78.05 acres out of the P. Bluntzer Survey 1622, Abstract 1259, Atascosa County, Texas.

BEGINNING at a 5/8" iron pin recovered by a 4" pipe post 3-way fence corner in the south line of County Road 344S, for the northeast corner of a 200 acre tract, Volume 111, Page 109 Deed Records of Atascosa County, Texas, the northwest corner of the 254.26 acre tract, for the northwest corner of the subject tract, a 2" pipe post 2-way fence corner found for the northwest corner of the 200 acre tract bears S 65°35'52" W 3412.98 feet.

THENCE N 65°33'22" E, with the north line of the 254.26 acre tract, the south line of County Road 344S, and generally with the fence, 1689.88 feet to a 5/8" iron pin set by a 4" pipe post 2-way fence corner for an interior corner of the 254.26 acre tract.

THENCE N 25°31'03" W 30.61 feet to a point in County Road 344S and for the upper northwest corner of the 254.26 acre tract.


THENCE N 73°13'00" E, with the north line of the 254.26 acre tract, 522.25 feet to a point in County Road 344S, for the northwest corner of a 112.23 acre tract, File No. 215425 Official Public Records of Atascosa County, Texas, the upper northeast corner of the 254.26 acre tract, and the northeast corner of the subject tract.

THENCE S 16°47'20" E, with the east line of the 254.26 acre tract and the west line of the 112.23 acre tract; at 32.32 pass a 5/8" iron pin recovered by a 4" pipe post 3-way fence corner; continuing generally with the fence a total of 1586.46 feet to a 5/8" iron pin recovered by a 2-3/8" pipe post 2-way fence corner for the southwest corner of the 112.23 acre tract, the upper northwest corner of a 153.88 acre tract surveyed this same day, and an interior corner of the 254.26 acre tract, a 5/8" iron pin recovered by a 2-3/8" pipe post 3-way fence corner for the middle northeast corner of the 254.26 acre tract bears N 73°12'52" E 2636.80 feet.

THENCE over and across the 254.26 acre tract, with the west and north lines of the 153.88 acre tract, S 16°45'57" E 504.70 feet to a 5/8" set iron pin and S 73°13'00" W; at 566.61 feet pass a 5/8" set iron pin; at 1113.61 feet pass a 5/8" set iron pin; at 1671.61 feet pass a 5/8" set iron pin; continuing a total of 2221.61 feet to a 5/8" iron pin set under fence in the east line of the 200 acre tract, the west line of the 254.26 acre tract, for the lower northwest corner of the 153.88 acre tract, and the southwest corner of the subject tract, a 2-7/8" pipe post found in concrete 3-way fence corner for the southwest corner of the 254.26 acre tract bears S 15°52'19" E 1649.98 feet.

THENCE N 15°52'19" W, with the east line of the 200 acre tract, the west line of the 254.26 acre tract, and generally with the fence, 1835.87 feet to the POINT OF BEGINNING. Surveyed on the ground June 01, 2023 and prepared for Carol Ann Roby. Bearings shown herein are based on WGS 84 from GPS observations.

I hereby certify that the foregoing field note description and accompanying plat were prepared from an actual survey performed on the ground by me and to the best of my knowledge and belief it is true and correct. Hay & Associates Surveying Co. accepts responsibility for these field notes only to the original clients for which it was prepared.

  
Timothy G. Hay, R.P.L.S. No. 5521  
271 CR 448, Hondo, Texas 78861  
Job: 2021015-5-100.38ac





## Registration for Division of Land in Atascosa County

I Carol Ann Roby, am the owner of the attached filed division of land located at Griffith Ranch Lot Pt Of 21 & 22, A1259 P Bluntzer & A1092 J Moore 254.26 acres \_\_\_\_\_ (legal description). I have had the division of land reviewed by the Rural Development Office and they have determined the division of land is excepted from the platting requirements of Atascosa County, Texas. I acknowledge that the property as described in the filed plat description are subject to all on-site wastewater permit requirements and other development permit requirements of Atascosa County and further division of the land will need to be submitted to the Atascosa County Attorney's office for review. I acknowledge that I may apply for a Certificate of Exemption through the Atascosa County Commissioners Court.

Exception Type (see attachment for definitions of each type):

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Agricultural Use       | <input type="checkbox"/> Family                      | <input checked="" type="checkbox"/> 10+ Acres  |
| <input type="checkbox"/> Veterans Land Board    | <input type="checkbox"/> State Agency                | <input type="checkbox"/> Political Subdivision |
| <input type="checkbox"/> Divided into two parts | <input type="checkbox"/> All parts to original owner |  |

Adopted 6/27/2022



Date: 10/3/2024

Signature: Carol Ann Roby  
Printed Name: Carol Ann Roby

ACKNOWLEDGMENT

STATE OF TEXAS

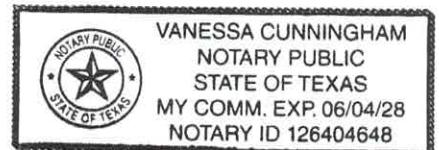
COUNTY OF Atascosa

BEFORE ME, the undersigned Notary Public, on this day personally appeared Carol Ann Roby, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same has been executed for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this October 3rd, 2024.

Vanessa Cunningham

Notary Public, in and for  
State of Texas



**CERTIFICATE OF PLAT EXCEPTION**

**THE STATE OF TEXAS**

**COUNTY OF ATASCOSA**

It is the order of the Commissioners Court of Atascosa County, Texas that the two tracts of land shown on the surveys attached hereto as Exhibit A as being approximately 100.38 acres and 153.88 acres out of 254.26 acres, more or less, described in a Deed, Instrument Number 217136 in the Official Public Records, Atascosa County, Texas, and being currently owned by Carol Ann Roby is excepted from platting requirements. This exception is based on Article IV of the Atascosa County Subdivision Regulations and based on the fact that the lots are being divided as 10+ acres. Owners acknowledge and agree that all the lots shall remain subject to on-site wastewater rules and development permit requirements of the County and acknowledge and agree that should further subdivision occur or additional roads servicing more than one tract constructed, a new application for subdivision must be filed.

This certificate of exception shall be recorded with a duplicate copy of the conveyance instrument with a legible metes and bounds description attached thereto; and a survey or sketch showing the boundaries of the lot, adjacent roads and adjacent property owners.

It is therefore ORDERED that this certificate of exception be issued and presented to the County Clerk for certifying that the division of land mentioned above is excepted from platting requirements, by Commissioners Court on this the \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
County Judge, Atascosa County, Texas

\_\_\_\_\_  
Commissioner Precinct No. 1

\_\_\_\_\_  
Commissioner Precinct No. 2

\_\_\_\_\_  
Commissioner Precinct No. 3

\_\_\_\_\_  
Commissioner Precinct No. 4

Attest: \_\_\_\_\_  
Theresa Carrasco, County Clerk

Atascosa County, Texas



## PERSONNEL ACTION FORM

Please indicate if action to be taken is regarding *new employment or completion of probation*:

**Employment Type:** Existing Employee, new position or promotion

**Requested Action**

Comm. Gillespie: Discuss and/or take appropriate action concerning personnel:

Existing Employee:	Joe Turley
Position:	Pct.1 road crew
Pay Rate:	\$46,500.00 annually
Salary Budget Area:	021-400-402
Start Date:	10/15/2024
Physical:	N/A
Drug Test:	N/A

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 15.**

**Meeting Date:** 10/15/2024

**Item Title:**

**Submitted For:** Kennard Riley, Commissioner, Pct. 4

**Discuss and/or take appropriate action concerning:**

**Comm. Riley:** Discuss and/or take appropriate action to approve a temporary lay flat water line for Enersol Group on Cr 401 and Cr 407 for 1.09 miles. A check in the amount of \$1,000.00 has been turned into the Atascosa County Treasurers Office.

**ATTACHMENTS**

Permit

\*10/08/2024 16:09  
PPYR: 10/2024 LO

TREASURER RECEIPT  
ATASCOSA COUNTY  
STATE OF TEXAS

RECEIPT NO: 133423

PAGE: 1

FROM: 903712

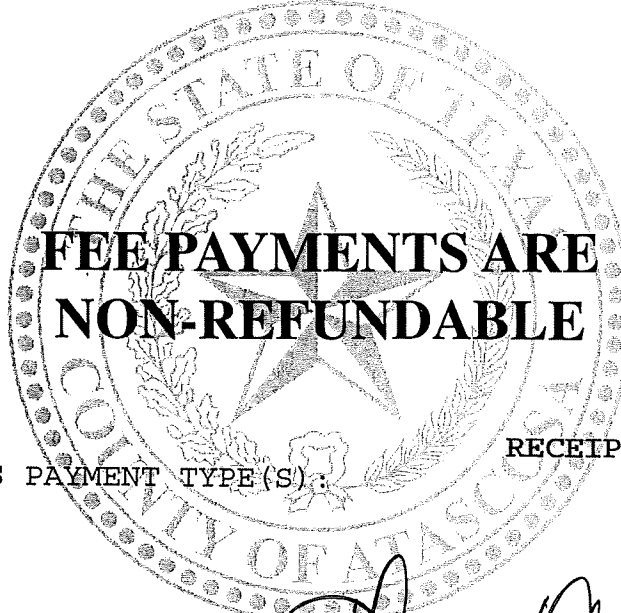
PRICE PETRO SERVICES INC  
PO BOX 5749  
GRANBURY TX 76049

\*\*\*\*\*  
\* ORIGINAL \*  
\*\*\*\*\*

ACCT NAME  
ROAD BORE PERMIT

ACCOUNT NO. ITEM DESCRIPTION  
024-300-368 TEMP W/L CR 401&407 SSB MULT

ITEM AMOUNT  
1,000.00



AMOUNTS WERE RECEIVED AS PAYMENT TYPE(S):  
1,000.00 CHECKS

RECEIPT TOTAL: 1,000.00

TREASURER OF ATASCOSA COUNTY, TEXAS

*Justin Alvarri*

<b>PRICE PETRO SERVICES, INC.</b> PO BOX 5749 (830)583-2244 GRANBURY, TX 76049		2267 88-1472/1149
Pay to the Order of <u>Atascosa County</u>	Date <u>10/7/24</u>	<input checked="" type="checkbox"/> CHECK AMOUNT \$ <u>1000<sup>00</sup></u>
<u>One thousand no/100</u>		Dollars <input checked="" type="checkbox"/> Photo Safe Depositor Details on back
TEXAS <b>CHAMPION BANK</b>	P.O. BOX 18 113 S. SUNSET STRIP ST. KENEDY, TX 78119 (830) 583-9811	<u>Hierholzer, Getzloff McMahon</u> 13
For <u>you # 88475 #133423</u>	<u>Swam Brooks</u>	MP
⑆ 114914723⑆ 2267 ⑈ 808025313⑈		



**ATASCOSA COUNTY TEMPORARY WATER LINE RIGHT OF WAY REQUEST AND PERMIT**

COMES NOW Energol Group (company name) (hereinafter "Company"), a Texas (state), Corporation (type- corporation, partnership, etc.) with the right to transact business in the State of Texas, acting by and through its duly authorized representative, and hereby petitions Atascosa County (hereinafter "County") for the right to lay a temporary water line over and along certain County Roads and rights of way as shown on maps and drawings attached hereto and described below:

LOCATION (County Roads and Right of Way shall be listed below):

County Road 401 + 407  
1.09 miles 4<sup>th</sup> party

THE COMPANY HEREBY STIPULATES AS FOLLOWS:

**It is expressly understood that the County does not grant any right, claim, title or easement in or upon the County right of way.**

**This permit, if granted, will give Company permission to conduct allowed operation within County Roads and rights of ways only, and does not authorize Company to conduct any operations on other property.**

It is understood that Company shall be solely responsible for all costs to construct, maintain, operate, repair, replace, and remove this temporary water line and any related facilities and markers from the right of way. Company shall pay all real estate taxes and assessments, if any, on the improvements, to the extent related to Company's improvements (for the limited period of the Permit), prior to delinquency.

Company shall construct and maintain the temporary water line on the right of way as shown on the attached plans and drawing(s) and in accordance with all applicable rules, regulations, policies and laws of the State of Texas. Upon request by the County at any time, the Company shall submit proof of compliance with all governing laws, rules and regulations. Company will, at Company's sole expense, obtain any permits from the appropriate state or local agencies that may be required by law or regulation. Company shall file all reports with all appropriate state or local agencies that may be required by law or regulation.

Submitted plans shall include the design, proposed location, vertical elevations, and horizontal alignments of the proposed line, the relationship to existing facilities and the proposed line, traffic safety and access procedures, and the location of existing utilities that may be affected by the proposed line. The location and description of the proposed line and appurtenances is more fully shown by a complete set of drawings

attached to this Temporary Water Line Right of Way Request and Permit. New plans shall be submitted to the County for each future proposed modification or expansion to this plan and a new request will be required as a condition of approval, along with a \$250 amendment/modification fee. The County shall have 30 days to review and approve plans prior to commencement of work.

Proper drainage shall be maintained throughout the installation of this line. Temporary water lines crossing a roadway may use existing drainage structures.

Company shall notify the County prior to commencement of any operation which requires pruning of trees so that the County may provide specifications to govern performance of work, including trimming, topping, tree balance, type of cuts, painting cuts and clean up.

The temporary water line shall not be laid or maintained by the Company in such a manner as to interfere with the use, construction, maintenance, or repair of roads, or utilities, and in the event that it is determined that the line does interfere, the Company, upon the request of the County, shall promptly change or alter, at the Company's sole expense, the temporary water line, in such a manner that the same will no longer interfere.

It is understood that the County may require Company to relocate, or to permanently or temporarily remove this line, for any reason and subject to the provisions of governing laws, by giving Company at least 15 days written notice.

The Company's installation shall not damage any part of the roadway structure or associated appurtenances. It is understood that Company shall not open-cut driveways or intersecting roadways without specific written permission from the property owner. If damage to private driveways is incurred due to its operations, Company shall pay to repair driveways to prior condition. Furthermore, Company understands, and if approved, assumes all responsibility for any other damage to the public or adjoining property owners caused by the installation, maintenance, and/or removal of this temporary water line and assumes all risks associated with this installation within the County right of way, including, but not limited to, injuries to Company workers, damage to utility lines and injuries or damage resulting from failure to properly install, maintain, and/or remove the line. Company will promptly and fully reimburse the injured party for any damage to real or personal property, or personal injury arising out of the installation, maintenance, and/or removal of the temporary water line.

Company shall provide proof of financial responsibility to cover damages to persons or property covering its operations and rights granted hereunder by complying with either option listed below:

- a) Company shall keep in effect, at its sole cost and expense, reasonably satisfactory comprehensive general liability insurance covering the rights granted hereunder with maximum limits of liability of not less than \$1,000,000 for bodily injury or death to one person, or to any group of persons as a result of one accident, and \$1,000,000 for property damage. Company shall name the County as an additional insured and furnish the County with certificates of current policies, and upon expiration thereof, renewal certificates, evidencing such insurance. Company shall also cover all of its respective employees with workman compensation policies; or
- b) Company shall provide to Commissioners Court a letter, which shall be incorporated as part of this agreement, setting forth that Company will self-insure for any damage to persons or property caused by its operation and rights granted hereunder.

Commissioners Court reserves the right to accept or reject Company's selection to be self-insured under option b) above.

In the even that Company applies for renewal of an existing permit, Company shall provide at the time of such application an updated Certificate of Insurance and shall submit the renewal fees as listed below.

**COMPANY AGREES TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY PERSONAL INJURY, PROPERTY DAMAGE, SUBSERVIENT ESTATE AND/OR MINERAL ESTATE RELATED CLAIMS, OR OTHER TORT CLAIMS, AGAINST COUNTY, ITS OFFICERS, AGENTS, OR EMPLOYEES, THAT RESULT FROM COMPANY'S OPERATIONS UNDER THIS PERMIT, OR THE COUNTY'S ACTIONS IN GRANTING THIS PERMIT, EVEN IF SUCH CLAIMS RESULT IN WHOLE OR IN PART FROM THE NEGLIGENCE (INCLUDING FAILING TO TAKE AN ACTION REQUIRED BY THE TEXAS UTILITY CODE) OF COUNTY, ITS OFFICERS, AGENTS OR EMPLOYEES, OR FROM THE INTENTIONAL CONDUCT OF THE COUNTY, ITS OFFICERS, AGENTS OR EMPLOYEES, IN RELOCATING, OR REMOVING THE LINE, OR ANY ASSOCIATED EQUIPMENT, OR MATERIAL, IF AN EMERGENCY CONDITION EXISTS, OR IF THE COMPANY IS, IN THE OPINION OF THE COUNTY, IN VIOLATION OF THIS PERMIT, OR IF THE COMPANY HAS NOT COMPLIED WITH A NOTICE TO REMOVE OR RELOCATE THE TEMPORARY WATER LINE, OR OTHER OBJECTS PLACED IN THE COUNTY RIGHT OF WAY.**

COMPANY FURTHER AGREES TO RELEASE THE COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES OR ANY EMERGENCY SERVICES ORGANIZATION OR EMERGENCY SERVICES PERSONNEL, OPERATING ON BEHALF OF THE COUNTY, FROM ANY AND ALL CLAIMS FOR DAMAGES DONE TO COMPANY'S PROPERTY, DURING EMERGENCY OPERATIONS OR ROAD MAINTENANCE OPERATIONS.

Company shall make adequate provisions to cause minimum inconveniences to the traveling public and adjacent property owners. It is understood that it is the responsibility of Company to handle traffic in a safe and satisfactory manner during the installation, maintenance, and removal of these lines. Traffic control shall be in compliance with Part VI of the 1980 Texas Manual on Uniform Traffic Control Devices for Street and Highways. A representative of Company will be on the jobsite whenever work is in progress and a copy of this permit must be on the jobsite. If the line runs along the County Road right of way for more than 100 feet, additional copied of the permit shall be posted at each location where the line enters, or leaves, the County Road right of way. Company shall insure that all of its employees, agents, contractors, and sub-contractors, are familiar with all terms of the permit.

When operations are immediately adjacent to a roadway, all equipment should be parked and/or operating on one side of the roadway only.

Payment of a \$500 FOR THE FIRST MILE + \$500/ADDITIONAL MILE OR PORTION OF A MILE Temporary Right of Way Permit Fee must accompany this Request. A \$5,000 penalty fee will be assessed if said water line/ pipeline has been installed prior to this Request being presented to and approved by the County Commissioners Court or if said temporary lines remain in the right of way after the expiration of the permit period.

Company acknowledges that this permit is for 90 days only. In the event that construction has not commenced within 90 days from County's approval of this request, this permit shall automatically expire, and Company will be required to resubmit a request, along with a resubmittal fee of \$200. If the temporary line is constructed and it is anticipated that same shall still be in use at the expiration of the 90 day permit period, a renewal request for a temporary right of way shall be submitted at least 10 days prior to the expiration of the previously approved right of way along with a renewal fee of \$200. All request submissions, whether due to expiration or new requests for modifications and relocations, shall be in accordance with the governing laws, rules, regulations, and policies existing at the time of submission.

Company understands that the County may revoke this permit at any time for failure to pay permit fees, failure to comply with any section of this permit application, or any other violation that may arise regarding the temporary water line.

Following approval by the Atascosa County Commissioners Court, Company proposes to begin operations with regard to this line on or about 10/14/2024 (mm/dd/yyyy) and complete such operations by 01/14/2024 (mm/dd/yyyy). The appropriate County Precinct Commissioner, being the Commissioner in whose Precinct the proposed installation is located, shall be notified 48 hours prior to commencing construction.

By signing below, I certify that I am authorized to represent the requestor, that I agree to the provisions and requirements included in this request, and that commencement of construction will further attest to my review and acceptance of said provisions and requirements.

REQUESTOR

Enersol Group Inc

By: Kevin Fenner

Title: Supervisor

Address: 2300 FM 2509  
Kennedy Tx 78119

Date: 10/07/2024

I have reviewed the foregoing Request, and I:

Approve. Company may conduct the operations described in the permit request, subject to the rules and conditions contained in such request.

Do not approve, for the following reason(s) \_\_\_\_\_

\_\_\_\_\_  
Weldon P. Cude, County Judge

Atascosa County, Texas

**CONTACT PERSON FOR COMPANY**

Questions regarding the Temporary Water Line Right of Way should be addressed to:

Print name: Kevin Fenner

Office Telephone: 682-459-4360

Cell Phone: 682-459-4360

Email Address: Kevin.Fenner@eversol-group.com

Address: 2300 FM 2509

City, State, Zip: Kennedy Tx 78119

## **INSTRUCTIONS FOR TEMPORARY WATER LINE RIGHT OF WAY REQUEST AND PERMIT**

**BASIC INFORMATION:** Contact the County Judge's Office to determine in which commissioner precinct your crossing will be located.

Contact the County Commissioner so the proposed crossing can be discussed and to determine/confirm amount of crossing fee(s). After the Commissioner has been contacted, the crossing surveyed, and the fee amount confirmed, the request needs to be signed and then submitted to Atascosa County Commissioners Court for approval.

The executed request and check for fees must be received in the office of the County Judge BEFORE it will be placed on the agenda. The deadline for receipt of agenda items is NOON on the Thursday before a Commissioners Court Meeting. Contact the County Judge's Office for the next scheduled meeting and date of posting.

**REPRESENTATION AT COMMISSIONERS COURT MEETING:** A representative should accompany the application to the meeting in the event the court has questions unless previous arrangements have been made with the individual County Commissioner.

**FEE:** A fee is required for each PERMIT. Additional fees may be required. See REQUEST for further information on fees. Fees can be paid and application/permit will be filed with the Atascosa County Treasurer. **MAKE CHECKS PAYABLE TO: ATASCOSA COUNTY.**

**PLAT:** The crossing location must be surveyed and a plat provided for each crossing. Provide the plat along with the Request.

**NOTE:** BE ADVISED THERE IS A PENALTY FOR INSTALLING A WATER LINE WITHOUT OBTAINING A PERMIT.

THERE IS A 90 DAY TERM OF CONTRACT ON THE REQUEST WHICH INCLUDES REAPPLICATION AND REPAYMENT OF FEES IF THE APPLICATION EXPIRES BEFORE THE PIPELINE IS INSTALLED.

UPON COMMISSIONERS COURT APPROVAL THE COUNTY CLERK'S OFFICE WILL PROVIDE YOU WITH A FULLY EXECUTED COPY OF THE PERMIT AND THE TREASURER'S OFFICE WILL RECEIPT FOR PAYMENT. PLEASE PROVIDE RETURN CONTACT INFORMATION ON THE PERMIT. THE INFORMATION YOU PROVIDE WILL BE USED TO RETURN THE FULLY EXECUTED COPIES AND RECEIPT FOR YOUR RECORDS.

### **FEE SCHEDULE:**

**APPLICATION FEE: \$500.00 FOR THE FIRST MILE + \$500/ADDITIONAL MILE OR PORTION OF A MILE**

**AMENDMENT OF PERMIT: \$250.00**

**EACH EXTENSION OF PERMIT: \$ 200.00**

**PENALTY FEE FOR INSTALLATION OF WATER LINE WITHOUT A PERMIT: \$5000.00**



# ENERSOL GROUP

2300 FM 2509, Kenedy, TX 78119  
Office: (830)583-2244

Enersol Group Inc is requesting, to lay a single 4" poly water transfer line within the right of way of county road 401 & 407 in Atascosa County. The poly pipe is DR-11, 4" OD, 200PSI. The line will be used to transfer fresh water from the East Excelsior to the Hierholzer Retzloff McMahon location. The 4" inch line begins 0.90 miles north of FM 99 on county road 401. The line travels north on the east side of county road 401 for 0.09 miles. The line then crosses under county road 401 via culvert to the west side. The line then travels north on the west side for 0.69 miles where it exits the row into private property. The line goes around the XTO facility and reenters the row on county road 407. The line then travels west on the south side of county road 407 for 0.31 miles, where it exits the row into the Hierholzer location. There are no existing lines within the route. There will be no pumps placed in the right-of-way. The right-of-way will be mowed before laying the line and will be mowed during the time the line is in place. Signs with Enersol Group contact information will be placed along the line in case of any emergency.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/4/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insgroup, LLC. 5151 San Felipe St., 24th Floor Houston TX 77056	CONTACT NAME: Lainey Leno	
	PHONE (A/C, No, Ext): 713-541-7272	FAX (A/C, No):
E-MAIL ADDRESS: lainey.leno@insgroup.net		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Berkley National Insurance Com		38911
INSURER B: Texas Mutual Insurance Company		22945
INSURER C: Riverport Insurance Company		36684
INSURER D:		
INSURER E:		
INSURER F:		

INSURED  
Enersol Group, Inc.  
719 Landa St  
New Braunfels TX 78130-5507

ENERGRO-01

### COVERAGES

CERTIFICATE NUMBER: 1314028701

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> S&A Pollution GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			EGL003405215	6/7/2024	6/7/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			ECA315415415	6/7/2024	6/7/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			EUL003405315	6/7/2024	6/7/2025	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	0001180533	6/7/2024	6/7/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Motor Truck Cargo Inland Marine			EIM316594112	6/7/2024	6/7/2025	Property In Transit Leased/Rented Equip	LIMIT \$100,000 LIMIT \$150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
All liability policies (except work comp) include an automatic blanket Additional Insured endorsement that provides Additional Insured status to the certificate holder only when there is a written contract/agreement between the named insured and the certificate holder that require such status.

All liability policies include a blanket waiver of subrogation in favor of the certificate holder when required by written contract.

Coverage is primary and non-contributory when required by written contract.

Umbrella follows form over underlying general liability, automobile liability and employers liability.  
See Attached...

### CERTIFICATE HOLDER

### CANCELLATION

Texas Department of Transportation 125 E. 11th St. Austin TX 78704	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Ryan O. Smith</i>

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 16.**

**Meeting Date:** 10/15/2024

**Item Title:**

**Submitted For:** Kennard Riley, Commissioner, Pct. 4

**Discuss and/or take appropriate action concerning:**

**Comm. Riley:** Discuss and/or take appropriate action for a 12-inch water line permit for Commodore Midstream Partners, II, LLC to travel for 3.15 miles on CR 407 and then exit ROW. A check in the amount of \$2,000.00 has been turned into the Atascosa County Treasurer's Office.

**ATTACHMENTS**

Information

\*10/11/2024 13:24  
PPYR: 10/2024 LO

TREASURER RECEIPT  
ATASCOSA COUNTY  
STATE OF TEXAS

RECEIPT NO: 133496  
PAGE: 1  
\*\*\*\*\*  
\* ORIGINAL \*  
\*\*\*\*\*

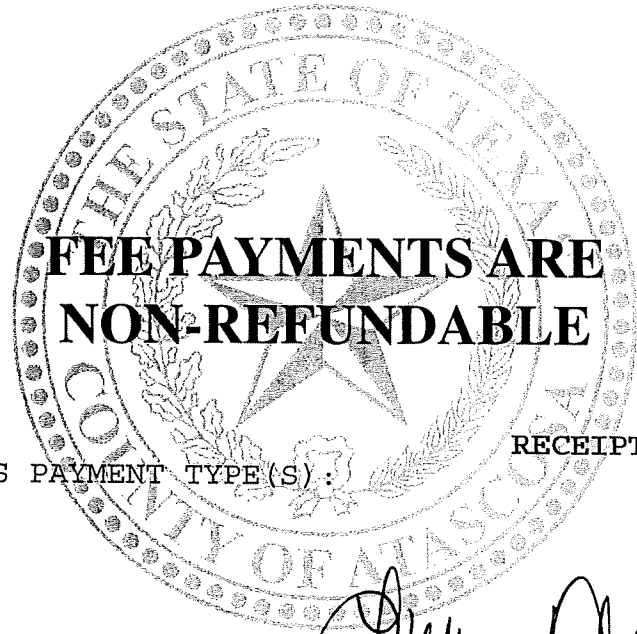
FROM: 903964

DM ASSETS LLC  
714 STARCREST  
NEW BRAUNFELS TX 78130  
ACCOUNT NO. ITEM DESCRIPTION  
024-300-368 CK#1060/TEMP WATERLI SSB MULT

ITEM AMOUNT  
2,000.00

ACCT NAME  
ROAD BORE PERMIT

CUSTOMER'S COPY



**FEE PAYMENTS ARE  
NON-REFUNDABLE**

AMOUNTS WERE RECEIVED AS PAYMENT TYPE(S):  
2,000.00 CHECKS

RECEIPT TOTAL: 2,000.00

TREASURER OF ATASCOSA COUNTY, TEXAS

*Alm Alvarez*

DM ASSETS LLC 714 STARCREST NEW BRAUNFELS, TX 781305363	32-61/1110	1060
	DATE 10/11/24	
PAY TO THE ORDER OF <u>Atascosa County</u>	\$ 2000.00	
<u>Two thousand dollars and zero cents</u>	DOLLARS	
CHASE JPMorgan Chase Bank, N.A. www.Chase.com	# 133496	
MEMO <u>CR 407 Permit</u>		
⑈ 1110006 14⑈	533087873 1060	

#1334916



3.15  
miles  
06/20/24 Pet H  
Riley

**ATASCOSA COUNTY TEMPORARY WATER LINE RIGHT C**

COMES NOW Commodore Midstream Partners II LLC (company name) (hereinafter "Company"), a Texas (state), Partnership (type- corporation, partnership, etc.) with the right to transact business in the State of Texas, acting by and through its duly authorized representative, and hereby petitions Atascosa County (hereinafter "County") for the right to lay a temporary water line over and along certain County Roads and rights of way as shown on maps and drawings attached hereto and described below:

LOCATION (County Roads and Right of Way shall be listed below):

447, 401, 407  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

THE COMPANY HEREBY STIPULATES AS FOLLOWS:

**It is expressly understood that the County does not grant any right, claim, title or easement in or upon the County right of way.**

**This permit, if granted, will give Company permission to conduct allowed operation within County Roads and rights of ways only, and does not authorize Company to conduct any operations on other property.**

It is understood that Company shall be solely responsible for all costs to construct, maintain, operate, repair, replace, and remove this temporary water line and any related facilities and markers from the right of way. Company shall pay all real estate taxes and assessments, if any, on the improvements, to the extent related to Company's improvements (for the limited period of the Permit), prior to delinquency.

Company shall construct and maintain the temporary water line on the right of way as shown on the attached plans and drawing(s) and in accordance with all applicable rules, regulations, policies and laws of the State of Texas. Upon request by the County at any time, the Company shall submit proof of compliance with all governing laws, rules and regulations. Company will, at Company's sole expense, obtain any permits from the appropriate state or local agencies that may be required by law or regulation. Company shall file all reports with all appropriate state or local agencies that may be required by law or regulation.

Submitted plans shall include the design, proposed location, vertical elevations, and horizontal alignments of the proposed line, the relationship to existing facilities and the proposed line, traffic safety and access procedures, and the location of existing utilities that may be affected by the proposed line. The location and description of the proposed line and appurtenances is more fully shown by a complete set of drawings

attached to this Temporary Water Line Right of Way Request and Permit. New plans shall be submitted to the County for each future proposed modification or expansion to this plan and a new request will be required as a condition of approval, along with a \$250 amendment/modification fee. The County shall have 30 days to review and approve plans prior to commencement of work.

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- b) Company shall provide to Commissioners Court a letter, which shall be incorporated as part of this agreement, setting forth that Company will self-insure for any damage to persons or property caused by its operation and rights granted hereunder.

Commissioners Court reserves the right to accept or reject Company's selection to be self-insured under option b) above.

In the event that Company applies for renewal of an existing permit, Company shall provide at the time of such application an updated Certificate of Insurance and shall submit the renewal fees as listed below.

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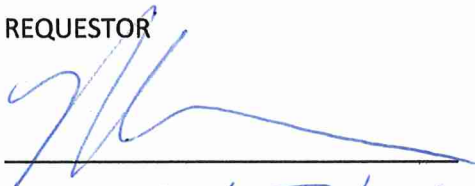
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Company understands that the County may revoke this permit at any time for failure to pay permit fees, failure to comply with any section of this permit application, or any other violation that may arise regarding the temporary water line.

Following approval by the Atascosa County Commissioners Court, Company proposes to begin operations with regard to this line on or about 10/12/2024 (mm/dd/yyyy) and complete such operations by 12/01/2024 (mm/dd/yyyy). The appropriate County Precinct Commissioner, being the Commissioner in whose Precinct the proposed installation is located, shall be notified 48 hours prior to commencing construction.

By signing below, I certify that I am authorized to represent the requestor, that I agree to the provisions and requirements included in this request, and that commencement of construction will further attest to my review and acceptance of said provisions and requirements.

REQUESTOR



By: Mitchell Tucker

Title: VP OF SOURCING

Address: 2500 N. Big Spring Suite B. Midland TX 79705

Date: 10/11/24

I have reviewed the foregoing Request, and I:

Approve. Company may conduct the operations described in the permit request, subject to the rules and conditions contained in such request.

Do not approve, for the following reason(s) \_\_\_\_\_

\_\_\_\_\_  
Weldon P. Cude, County Judge  
Atascosa County, Texas

**CONTACT PERSON FOR COMPANY**

Questions regarding the Temporary Water Line Right of Way should be addressed to:

Print name: Mitchell Tucker

Office Telephone: ~~972~~ 972 352 0225

Cell Phone: 972 352 0225

Email Address: Mitchell.tucker@commodoremidstream.com

Address: 2500 N. Big Spring Suite 2500

City, State, Zip: Midland TX 79706

## **INSTRUCTIONS FOR TEMPORARY WATER LINE RIGHT OF WAY REQUEST AND PERMIT**

**BASIC INFORMATION:** Contact the County Judge's Office to determine in which commissioner precinct your crossing will be located.

Contact the County Commissioner so the proposed crossing can be discussed and to determine/confirm amount of crossing fee(s). After the Commissioner has been contacted, the crossing surveyed, and the fee amount confirmed, the request needs to be signed and then submitted to Atascosa County Commissioners Court for approval.

The executed request and check for fees must be received in the office of the County Judge BEFORE it will be placed on the agenda. The deadline for receipt of agenda items is NOON on the Thursday before a Commissioners Court Meeting. Contact the County Judge's Office for the next scheduled meeting and date of posting.

**REPRESENTATION AT COMMISSIONERS COURT MEETING:** A representative should accompany the application to the meeting in the event the court has questions unless previous arrangements have been made with the individual County Commissioner.

**FEE:** A fee is required for each PERMIT. Additional fees may be required. See REQUEST for further information on fees. Fees can be paid and application/permit will be filed with the Atascosa County Treasurer. **MAKE CHECKS PAYABLE TO: ATASCOSA COUNTY.**

**PLAT:** The crossing location must be surveyed and a plat provided for each crossing. Provide the plat along with the Request.

**NOTE:** BE ADVISED THERE IS A PENALTY FOR INSTALLING A WATER LINE WITHOUT OBTAINING A PERMIT.

THERE IS A 90 DAY TERM OF CONTRACT ON THE REQUEST WHICH INCLUDES REAPPLICATION AND REPAYMENT OF FEES IF THE APPLICATION EXPIRES BEFORE THE PIPELINE IS INSTALLED.

UPON COMMISSIONERS COURT APPROVAL THE COUNTY CLERK'S OFFICE WILL PROVIDE YOU WITH A FULLY EXECUTED COPY OF THE PERMIT AND THE TREASURER'S OFFICE WILL RECEIPT FOR PAYMENT. PLEASE PROVIDE RETURN CONTACT INFORMATION ON THE PERMIT. THE INFORMATION YOU PROVIDE WILL BE USED TO RETURN THE FULLY EXECUTED COPIES AND RECEIPT FOR YOUR RECORDS.

### **FEE SCHEDULE:**

**APPLICATION FEE: \$500.00 FOR THE FIRST MILE + \$500/ADDITIONAL MILE OR PORTION OF A MILE**

**AMENDMENT OF PERMIT: \$250.00**

**EACH EXTENSION OF PERMIT: \$ 200.00**

**PENALTY FEE FOR INSTALLATION OF WATER LINE WITHOUT A PERMIT: \$5000.00**

# Commodore Midstream Waterline Map - Atascosa County



**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 17.**

**Meeting Date:** 10/15/2024

**Item Title:** Interlocal Agreement between City of San Antonio and Atascosa County concerning ETJ

**Submitted For:** Trent Rowell, Assistant County Attorney

**Discuss and/or take appropriate action concerning:**

**Trent Rowell:** Discuss and/or take appropriate action on the approval of the Interlocal Agreement between the City of San Antonio and Atascosa County concerning subdivision regulations in San Antonio's ETJ and authorizing County Judge to sign the same.

**ATTACHMENTS**

Interlocal Agreement with City of SA

STATE OF TEXAS                   §  
  §  
COUNTY OF BEXAR               §

**INTERLOCAL AGREEMENT BETWEEN ATASCOSA  
COUNTY AND THE CITY OF SAN ANTONIO FOR  
SUBDIVISION PLATTING WITHIN THE ETJ OF  
THE CITY OF SAN ANTONIO**

**THIS INTERLOCAL COOPERATION AGREEMENT** (the “Agreement”) is made and entered into by and between Atascosa County, Texas, a political subdivision of the State of Texas (the “County”), and the City of San Antonio, a home-rule municipality situated within Bexar County, Texas (the “City”).

**WHEREAS**, the City has duly identified its extraterritorial jurisdiction (hereinafter referred to as “ETJ”) within the County; and

**WHEREAS**, the City has adopted and is enforcing subdivision regulations pursuant to Texas Local Government Code Chapter 212 and other statutes applicable to municipalities; and

**WHEREAS**, the County has adopted and is enforcing subdivision regulations pursuant to Texas Local Government Code section 232.001-232.005 and other statutes applicable to counties; and

**WHEREAS**, the Texas Legislature has revised Texas Local Government Code Chapter 242 to limit the regulation of subdivision plats within the ETJ to one entity; and

**WHEREAS**, the County and the City are required to enter into a written agreement that identifies the governmental entity authorized to regulate subdivision plats and approve related permits in the ETJ of the City within the County; and

**WHEREAS**, pursuant to section 242.001(d)(4) of the Texas Local Government Code, the City and the County desire to enter into this Agreement, establishing consolidated and consistent subdivision platting regulations for the City’s ETJ; and

**NOW, THEREFORE**, the County and the City mutually agree as follows:

**Article I.**

**PURPOSE**

1.01 The purpose of this Agreement is to establish and clarify each Party’s obligations, costs, and the manner and method of approving subdivision plats for real property located within both the County and the ETJ of the City.

**Article II.**

**TERM OF AGREEMENT**

2.01 The County and the City mutually agree that the term of this Agreement shall be from the date it is formally and duly executed by both the County and the City until terminated by the parties as hereinafter provided. This Agreement may be amended by the mutual agreement of the parties in writing.

2.02 Notwithstanding the foregoing, this Agreement may be terminated by either party by giving sixty (60) calendar days’ written notice of intent to terminate this Agreement to the other party. Any notice of intent to terminate must be delivered by deposit in the United States mail, certified, return receipt

requested, to the other party, at the address set out herein. Upon termination of this Agreement, neither party shall have obligations to the other party under this Agreement.

### **Article III.**

#### **CITY OBLIGATIONS**

3.01 The City assigns and delegates to the County, the City's authority to approve subdivision plats, except as otherwise stipulated in Paragraph 3.02 of this Agreement, located within the ETJ of the City located and the boundaries of the County.

3.02 The City shall approve subdivision plats containing residential densities greater than two and one-half dwelling units per acre, in accordance with the procedures and standards set forth in Chapter 35, Unified Development Code, of the City Code of San Antonio, Texas. The City shall act as the general public's point-of-contact for the receipt of all platting applications and required fees for plats approved in accordance with this Paragraph 3.02.

3.03 As an attachment to this Agreement, the City shall provide a current map defining the legal boundaries of the City's ETJ located within the County. The City shall notify, in writing, the County of any changes to the City's ETJ located within the County within ten (10) working days of the effective date of the change, and the area covered by this Agreement shall be deemed to have been amended accordingly. The recognition of the ETJ within this Agreement shall not be deemed an admission by the City or County in any dispute with any other person or municipality regarding the boundaries of the City's ETJ.

### **Article IV.**

#### **COUNTY OBLIGATIONS**

4.01 The County shall enforce its subdivision regulations within the City's ETJ and is hereby granted exclusive jurisdiction to regulate subdivision plats and approve related permits within the City's ETJ and may regulate subdivisions under Atascosa County Subdivision Regulations and any other applicable statutes, except as provided in Paragraph 3.02 hereinabove.

4.02 The County shall act as the general public's point-of-contact for receipt of all platting applications and all fees relative to the regulations described in this Agreement, including fees for recording the approved plat with the County Clerk, except with regard to such plats covered by Paragraph 3.02. The Atascosa County Subdivision Regulations are available in the Atascosa County Clerk's Office upon request.

4.03 The County, within the parameters of this Agreement, shall have exclusive control over the formulation and enforcement of regulations pertaining to septic tank permitting in those portions of the County which are also within the ETJ of the City.

### **Article V.**

#### **GENERAL PROVISIONS**

5.01 **General Administration:** General administration of this Agreement shall be by the contact person and representative for the County – the Atascosa County Judge or his/her representative. Administration of this Agreement by the City shall be the Director of Developmental Services Department.

Communications between City and County shall be directed to the representatives designated in this Paragraph 5.01.

5.02 **Applicable Regulations:** The subdivision rules and regulations currently enacted and as amended from time to time by the County and extended to the ETJ are hereby established as the set of regulations to be enforced by the County in the ETJ.

5.03 **Alteration, Amendment, Modification:** This Agreement may not be altered, amended, or modified except in writing signed by all parties to this Agreement. No official, agent, employee, or representative of either the County or the City has the authority to alter, amend, or modify the terms of this Agreement, except in accordance with express authority as may be respectively granted by either the Atascosa County Commissioners Court or the San Antonio City Council.

5.04 **Notice:** All notices sent pursuant to this Agreement shall be in writing and must be sent registered or certified mail, return receipt requested.

a. Notices sent pursuant to this Agreement shall be sent to the Atascosa County Judge's Office at the following address:

County Judge Robert L. Hurley (or his successor in office)  
County of Atascosa  
#1 Courthouse Circle Dr., Suite 101  
Jourdanton, Texas 78026

b. Notices sent pursuant to this Agreement shall be sent to the City of San Antonio at the following address:

City of San Antonio  
P.O. Box 839966  
San Antonio, Texas 78283  
Attn: Michael Shannon  
Director, Development Services Department

c. When notices sent pursuant to this Agreement are mailed by registered or certified mail, notice shall be deemed effective three (3) days after deposit in a U.S. mail box or at a U.S. post office.

d. Notice of change of address by either party must be made in writing delivered to the other party's last known address within five (5) business days of such change.

5.05 **Severability:** If any provision of this Agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Agreement.

5.06 **Waiver:** The waiver by either party of a breach of this Agreement shall not constitute a continuing waiver of such breach or a subsequent breach of the same or a different provision. Nothing in this Agreement is intended by either party to constitute a waiver of any immunity from suit or liability to which it is entitled under applicable law.

5.07 **Entire Agreement; Third Parties:** This Agreement constitutes the entire agreement between the County and the City. No other agreement, statement, or promise relating to the subject matter of this

Agreement and which is not contained in this Agreement or incorporated by reference in this Agreement, shall be valid or binding. This Agreement is not intended to confer any rights on any third parties, and it shall not be construed as conferring any rights on any third parties.

5.08 **Effective Date:** This Agreement shall be effective on the date it has been signed by the representatives of both the City and the County.

**CITY OF SAN ANTONIO**

**ATASCOSA COUNTY**

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Signature)*

Printed Name: Erik Walsh

Printed Name: Robert L. Hurley

Title: City Manager

Title: Atascosa County Judge

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

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

ATTEST:

ATTEST:

\_\_\_\_\_  
City Clerk, City of San Antonio

\_\_\_\_\_  
County Clerk, Atascosa County, Texas

APPROVED AS TO LEGAL FORM:

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
County Attorney

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 18.**

**Meeting Date:** 10/15/2024

**Item Title:** Interlocal Agreement between Fort Bend County and Atascosa County for Performance of Postmortem Exams

**Submitted For:** Trent Rowell, Assistant County Attorney

**Discuss and/or take appropriate action concerning:**

Trent Rowell: Discuss and/or take appropriate action on the approval of the Interlocal Agreement between Fort Bend County and Atascosa County for Performance of Postmortem Services and authorizing County Judge to sign the same.

**ATTACHMENTS**

Interlocal Agreement with Fort Bend County

THE STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND       §

**INTERLOCAL AGREEMENT BETWEEN  
FORT BEND AND ATASCOSA COUNTY  
FOR PERFORMANCE OF POSTMORTEM EXAMS**

THIS INTERLOCAL AGREEMENT (the "Agreement") is made pursuant to chapter 791 of the Texas Government Code (the Interlocal Cooperation Act) and chapter 49 of the Texas Code of Criminal Procedure, and is entered into by and between Fort Bend County, (hereinafter "FBC"), a body corporate and politic under the laws of the State of Texas, and **Atascosa County**, a body corporate and politic under the laws of the State of Texas ("Requesting County").

**PREAMBLE**

**WHEREAS**, pursuant to provisions of the Texas Government Code Chapter 791, Interlocal Cooperation Act, the parties are authorized to enter into a contract with each other;

**WHEREAS**, Fort Bend County has established and maintains the Office of Medical Examiner as authorized by article 49.25 of the Texas Code of Criminal Procedure;

**WHEREAS**, Requesting County does not have a medical examiner, and a justice of the peace is required to conduct an inquest into the death of a person who dies in the county under certain circumstances;

**WHEREAS**, if the justice of the peace determines that a postmortem examination is necessary, the justice of the peace may order that a postmortem examination of the body be performed by a physician;

**WHEREAS**, Requesting County is also subject to being ordered to secure postmortem examinations in circumstances other than those found in Chapter 49 of the Texas Code of Criminal Procedure; and

**WHEREAS**, Requesting County desires to obtain the services of the Fort Bend County Medical Examiner (FBCME) to perform postmortem examinations on persons who died in Requesting County and to provide sworn testimony in connection with any inquest by a justice of the peace or any criminal investigation or prosecution conducted by a prosecuting attorney.

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

I.  
TERM

The term of this Agreement shall begin on the date this Agreement is executed by all parties and end on September 30, 2025, unless terminated in accordance with the provisions contained herein. This Agreement shall automatically renew for a one-year term each October 1 through September 30 on the same terms and conditions, unless the parties change any term(s) by written and executed Amendment or the Agreement is terminated by a party in accordance with Section VI of this Agreement.

II.  
Duties

A. Request for Service.

1. When a justice of the peace in the Requesting County determines pursuant to Article 49.10 of the Code of Criminal Procedure, that a postmortem examination is necessary on the body of a deceased person who died within their jurisdiction, the justice of the peace may request that the FBCME perform an autopsy.
2. Requesting County may also request service by forwarding an order signed by a Texas Department of Criminal Justice (TDCJ) warden, District Court, or Governor ordering that a postmortem examination be performed by or at Requesting County's expense. An order not signed by a justice of the peace must be accompanied by a written request signed by Requesting County's County Judge's Office to be considered a Request for Services under this Agreement.

B. Postmortem Examinations. Fort Bend, by and through the FBCME, will perform Postmortem examinations pursuant to Chapter 49 of the Texas Code of Criminal Procedure. In those cases where a complete autopsy is deemed unnecessary by the Medical Examiner to ascertain the cause and manner of death, the Medical Examiner may perform an external examination of the body, which may include taking x-rays of the body and extracting bodily fluids, or tissues for laboratory analysis.

C. Requesting County Responsibilities. Requesting County agrees to perform the following duties:

1. Each request for postmortem examination shall be in writing and accompanied by an order that complies with Section IIA of this Agreement. Fort Bend County and FBCME may rely on any order submitted in this manner as an authorized request of Requesting County. However, the FBCME shall have the discretion to decline any specific request for autopsy for any reason and/or perform an external examination of the body.

2. The following records shall accompany the body: (a) the completed form titled "Fort Bend County Medical Examiner Out of County Investigator's Report"; (b) the entire police report, including scene photographs and; (c) all relevant medical records, including hospital admission and emergency room records, if applicable, and antemortem hospital specimens or justice of the peace will contact hospital to have all specimens retained for later delivery to Fort Bend County Medical Examiner's Office. Failure to provide all necessary records may result in the Medical Examiner refusing to accept the body for a postmortem examination.
3. Each body transported to the FBCME for a postmortem examination must be enclosed inside a zippered body bag acceptable to the Fort Bend County Medical Examiner's Office. The body bag shall have the deceased's name affixed to the outside and security seal.
4. Bodies may be received at the Fort Bend County Medical Examiner's Office as follows:
  - a. During regular business hours: During the hours of 8:00am – 12:00pm, 1:00pm – 4:30pm on non-holiday Mondays through Friday and 8:00am – 12:00pm on non-holiday Saturdays.
  - b. After hours upon the issuance of an electronic key card by the FBCME to Requesting County's transport providers which will allow access to the cooler receiving area of the Fort Bend County Medical Examiner's Office. The decision to grant an electronic key card is within the sole discretion of FBCME (in accordance with all internal FBC policies) and once granted; may be revoked at any time, with or without reason stated.
5. Clothing shall accompany each body. If all or part of the clothing has previously been removed, clothing should be provided with the body for examination, correlation and documentation.
6. Requesting County shall provide for examination of any medications prescribed for or thought to be used by the deceased. Fort Bend County Medical Examiner's Office may dispose of medication after it is inventoried unless Requesting County requests its return.
7. Requesting County should provide for examination any weapons, ammunition, instruments, or case-related items such as suspected suicide notes, or copies of notes, especially any that are found on/about the person of the deceased. If a weapon is not provided, a detailed description with appropriate measurements will be provided.
8. If the identity of the deceased is unknown or in doubt, Requesting County shall notify FBCME of such and should help acquire any information, items or records necessary to help establish identification by scientific means. If no Scientific Identification is

requested/performed, the submitting authority is solely responsible for the correct certification of the identity of the deceased.

9. In the event the next-of-kin should request tissue or organ donation, Requesting County should coordinate procedures with the Medical Examiner's Office to promote optimum handling and to ensure that appropriate examination can be completed.
  10. If requested, Requesting County should send an authorized representative to take possession of items of value or evidence that may be discovered.
  11. Requesting County should provide the necessary personnel to perform any investigatory functions and related administrative support for crime scenes and death sites.
  12. Requesting County should notify the Fort Bend County Medical Examiner's Office of any severely abusively injured child at time of hospitalization.
  13. Promptly, at the request of the Medical Examiner's Office, Requesting County will make arrangements to remove from the Medical Examiner's office the remains of the deceased after the performance of the autopsy if the next-of-kin have not been informed of the death or no next-of-kin has been located or identified.
- D. Location. Examinations shall be performed at the Fort Bend County Medical Examiner's Office located at 3840 Bamore Road, Rosenberg, TX 77471, which is equipped with X-ray facilities and a professional support staff. In consultation with Requesting County, Fort Bend may request that an autopsy be performed at a suitable location other than the FBC Medical Examiner's Office and performed by an appropriately licensed physician.
- E. Laboratory Analyses. The FBCME shall conduct a postmortem toxicological analysis, if appropriate, and any other tests considered necessary to assist in determining the cause and manner of death and identification.
- F. Testimony. FBCME personnel performing services pursuant to this Agreement shall appear as reasonably necessary to provide testimony in a criminal case before a court of the Requesting County. The Requesting County agrees to use its best efforts to schedule the testimony of the FBCME's personnel in such a manner to cause the least amount of disruption in their work schedule. Unless otherwise requested by litigants or court, FBCME personnel shall testify by video conferencing.
- G. Reports. Within a reasonable time after the completion of a postmortem examination, the FBCME will provide a written copy of the preliminary cause of death statement to the justice of the peace who requested the autopsy. The FBCME will provide copies of

the autopsy report to the justice of peace as reasonably available after finalization of the report.

- H. Transportation. The Requesting County shall have the sole responsibility for transporting the deceased to the FBC Medical Examiner's Office. Upon notification by the FBCME that the autopsy has been completed, the Requesting County shall arrange for the deceased to be transported immediately to a funeral home.
- I. Training. The FBCME will conduct one annual training seminar in Fort Bend at the Fort Bend County Medical Examiner's Office that Requesting County's justices of the peace, their court personnel and other criminal justice officials, including investigators will be invited to attend.
- J. No Interment. Fort Bend County shall have no responsibility for burying the remains of the deceased. Consistent with Tex. Health & Safety Code Ann. § 711.002(e), the Requesting County shall have sole responsibility for interment of the body.
- K. Records Custodian. The justice of the peace who requests investigative services under this Agreement is the custodian of the records generated by the Fort Bend County Medical Examiner's Office in providing these services.
- L. Agreement is not exclusive. This Interlocal Agreement is a non-exclusive agreement for the provision of services; either party may enter into the same or similar agreements with other individuals, organizations, or entities.

### III.

#### CONSIDERATION FOR SERVICES

- A. Autopsy Fees. In consideration for the services provided by the Medical Examiner, the Requesting County agrees to pay Fort Bend County all costs and expenses associated with performing the autopsy in accordance with the following schedule:
  - (a) Standard Autopsy Examination                      \$2600.00 per body
  - (b) External Examination                                      \$850.00 per body
- B. Additional Costs. In addition to the autopsy fee, the Requesting County agrees to reimburse Fort Bend County for the actual cost incurred for any special tests requested by the Requesting County or deemed appropriate by the Medical Examiner with no administrative fee to be applied, that are performed in accordance with this Agreement. Examples included, but are not limited to: non-routine testing (toxicology, radiographic, etc.), trace elements, dental work, DNA analyses, GSR analysis and trace evidence collection, if required. Prior approval will be requested by Fort Bend County from the Requesting County to proceed with any additional testing.

- C. Storage of Bodies. The Requesting County shall pay Fort Bend County the additional sum of Fifty Dollars (\$50) per day for each body that remains at the Medical Examiner's Office beyond forty-eight hours after notification by the Medical Examiner that the body is ready to be released to the Requesting County. This provision shall survive termination of this Agreement and shall apply to any bodies currently remaining at the Medical Examiner's Office.
- D. Invoice. Fort Bend County shall submit an invoice to the Requesting County for post mortem services performed under this Agreement thirty (30) days after the service is completed. The Requesting County shall pay the total amount of the invoice within thirty (30) days of the date of receipt of the invoice by the Requesting County. If the Requesting County fails to pay any invoice within sixty (60) days after receipt, the Medical Examiner may refuse to accept any additional bodies for autopsy.
- E. Fair Compensation. Fort Bend County and the Requesting County agree and acknowledge that the contractual payments contemplated by this Agreement are reasonable and fairly compensate Fort Bend County for the services or functions performed under this Agreement.
- F. Death Certificates. The justice of the peace who requested the postmortem examination be performed shall provide the Medical Examiner with a copy of the signed Certificate of Death no later than fourteen (14) days after receipt of the autopsy report. Failure to comply with this provision may result in termination of the contract by Fort Bend County.

#### IV. FUNDS

- A. Current Funds. The Requesting County agrees and acknowledges that the contractual payments in this Agreement shall be made to Fort Bend County from current revenues available to the Requesting County.
- B. Certified Availability. The Requesting County has available and has specifically allocated \$ \_\_\_\_\_, as evidenced by a certification of funds by the Requesting County's County Auditor. In the event funds certified available by the Requesting County's County Auditor are no longer sufficient to compensate Fort Bend County for the services provided under this Agreement, Fort Bend County shall have no further obligation to complete the performance of any services until the Requesting County certifies sufficient additional current funds. The Requesting County agrees to immediately notify Fort Bend County regarding any additional certification of funds for this Agreement.

- C. Other Statutory Liability. This Agreement is not intended to limit any statutory liability of the Requesting County to pay for services provided by Fort Bend County when the funds certified by the Requesting County are no longer sufficient to compensate Fort Bend County for the services provided under this Agreement.
- D. Overdue Payments. It is understood and agreed that chapter 2251 of the Texas Government Code applies to late payments.

V.  
RESPONSIBILITY FOR CLAIMS

To the extent allowed by law, Requesting County expressly agrees and acknowledges that Requesting County shall be responsible for any and all claims, causes of action, suits, losses, damages, and liability of any kind, including all litigation expenses, court costs, and attorney's fees, for any person's injury or death, or for damage to any property arising in connection with the investigative services performed for Requesting County under this agreement, other than for willful or malicious acts or omissions by the medical examiner or any other Fort Bend County officer, agent, or employee, for which liability, if any, shall be determined under Texas law.

VI.  
TERMINATION

- A. Without Notice. If the Requesting County defaults in the payment of any obligation in this Agreement, Fort Bend County is authorized to terminate this Agreement immediately without notice.
- B. With Notice. It is understood and agreed that either party may terminate this Agreement prior to the expiration of the term set forth above, with or without cause, upon thirty (30) days prior written notice to the other party. By the next business day following the first ten (10) days of the subsequent calendar month after the effective date of such termination, Fort Bend County will submit an invoice showing the amounts due for the month in which termination occurs in the manner set out above for submitting monthly invoices.

VII.  
NOTICE

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the parties at the following addresses:

To Fort Bend County: Fort Bend County  
Attn: County Judge  
401 Jackson Street, 1<sup>st</sup> Floor  
Richmond, Texas 77469

with a copy to: Fort Bend County Medical Examiner  
Attn: Chief Medical Examiner  
3840 Bamore Road  
Rosenberg, Texas 77471

Requesting County: Atascosa County Judge  
1 Courthouse Circle Drive  
Suite 206  
Jourdanton, Texas 78026

Either party may designate a different address by giving the other party ten days' written notice.

VIII.  
MERGER

The parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

IX.  
VENUE

Exclusive venue for any action arising out of or related to this Agreement shall be in Fort Bend County, Texas.

X.  
MISCELLANEOUS

- A. The Parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement. In the event that commencement, performance, and/or completion of services requested under this Agreement are, or become, subject to court filing(s), proceeding(s) or order(s) (including but not limited to: injunctions of any type), it shall be the sole responsibility of the Requesting County to respond to and resolve any legal challenges to Fort Bend County's satisfaction before service will begin or continue. If service has begun prior to being halted as a result of a court order, Requesting County agrees to issue full payment to Fort Bend

County for services actually rendered in accordance with Autopsy Fees agreed to in Section III of this Agreement and/or retrieve the body upon request of Fort Bend County.

- B. This instrument contains the entire Agreement between the parties relating to the rights granted and the obligations assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties. This Agreement may be executed in duplicate counterparts, each having equal force and effect of an original. This Agreement shall become binding and effective only after it has been authorized and approved by both counties, as evidenced by the signature of the appropriate authority pursuant to an order of the Commissioners Court of the respective County authorizing such execution.

XI.  
HUMAN TRAFFICKING.

BY ACCEPTANCE OF CONTRACT, REQUESTING COUNTY ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

*{Execution Page Follows}*

*{Remainder of page intentionally left blank}*

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the \_\_\_\_ day of \_\_\_\_\_, 2024.

**FORT BEND COUNTY**

By: \_\_\_\_\_  
KP George, County Judge

**ATTEST:**

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

\_\_\_\_\_  
Laura Richard, County Clerk

**ATASCOSA COUNTY**

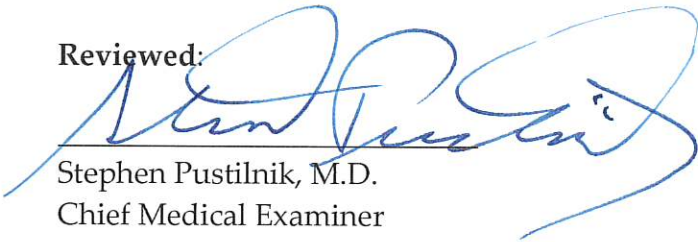
By: \_\_\_\_\_  
Weldon Cude, County Judge

**ATTEST:**

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

\_\_\_\_\_  
Theresa Carrasco, County Clerk

**Reviewed:**

  
\_\_\_\_\_  
Stephen Pustilnik, M.D.  
Chief Medical Examiner

**CERTIFICATION OF FUNDS**

Pursuant to Section 111.093 of the Texas Local Government Code, I certify that the county budget contains an ample provision for the obligations of **Atascosa County** under this Agreement and that funds are or will be available in the amount of \$\_\_\_\_\_ to pay the obligations when due.

By: \_\_\_\_\_  
**ATASCOSA COUNTY AUDITOR**

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 19.**

**Meeting Date:** 10/15/2024  
**Item Title:** Budget Amendment / Adjustments  
**Submitted For:** Tracy Barrera, County Auditor

**Discuss and/or take appropriate action concerning:**

Tracy Barrera: Discuss and/or take appropriate action concerning the following 2024 budget line-item adjustments and / or budget amendments for the following: See attached.

**DEPT: Justice of the Peace -- PCT3**

**Moving funds from:** 012-430-707, Capital Outlay, \$1,000.00

**To:** 012-430-610, Conference Expense, \$1,000.00

**DEPT: Justice of the Peace -- PCT4**

**Moving funds from:** 012-432-610, Conference Expense, \$1,750.00

**To:** 012-432-684, Computer Software Expense, \$1,750.00

**DEPT: Road & Bridge -- PCT1**

**Moving funds from:** 021-400-611, Contract Work/Machine Hire, \$75,000.00

**To:** 021-400-504, Batt/Tires/Machine/Repairs, \$10,000.00

021-400-506, Materials, \$60,000.00

021-400-636, Uniform/Supplies Expense, \$5,000.00

**DEPT: Road & Bridge -- PCT2**

**Moving funds from:** 022-400-625, Miscellaneous, \$600.00

**To:** 022-400-641, Utilities, \$600.00

**DEPT: Road & Bridge -- PCT3**

**Moving funds from:** 023-400-611, Contract Work/Machine Hire, \$85,000.00

**To:** 023-400-504, Batt/Tires/Machine/Repairs, \$10,000.00

023-400-506, Materials, \$75,000.00

**DEPT: Road & Bridge -- PCT4**

**Moving funds from:** 024-400-611, Contract Work/Machine Hire, \$46,560.00

**To:** 024-400-504, Batt/Tires/Machine/Repairs, \$25,000.00

024-400-506, Materials, \$20,000.00

024-400-710, Annual Longevity, \$1,560.00

**ATTACHMENTS**

BA - 10-15-24

# 2024 Motion Request

## Budget Line-Item Adjustment / Amendment

**DEPT: Justice of the Peace – PCT3**

**Moving funds from:** 012-430-707, Capital Outlay, \$1,000.00

**To:** 012-430-610, Conference Expense, \$1,000.00

**DEPT: Justice of the Peace – PCT4**

**Moving funds from:** 012-432-610, Conference Expense, \$1,750.00

**To:** 012-432-684, Computer Software Expense, \$1,750.00

**DEPT: Road & Bridge – PCT1**

**Moving funds from:** 021-400-611, Contract Work/Machine Hire, \$75,000.00

**To:** 021-400-504, Batt/Tires/Machine/Repairs, \$10,000.00

021-400-506, Materials, \$60,000.00

021-400-636, Uniform/Supplies Expense, \$5,000.00

**DEPT: Road & Bridge – PCT2**

**Moving funds from:** 022-400-625, Miscellaneous, \$600.00

**To:** 022-400-641, Utilities, \$600.00

**DEPT: Road & Bridge – PCT3**

**Moving funds from:** 023-400-611, Contract Work/Machine Hire, \$85,000.00

**To:** 023-400-504, Batt/Tires/Machine/Repairs, \$10,000.00

023-400-506, Materials, \$75,000.00

**DEPT: Road & Bridge – PCT4**

**Moving funds from:** 024-400-611, Contract Work/Machine Hire, \$46,560.00

**To:** 024-400-504, Batt/Tires/Machine/Repairs, \$25,000.00

024-400-506, Materials, \$20,000.00

024-400-710, Annual Longevity, \$1,560.00

**Approved in Commissioner Court: Tuesday October 15, 2024**

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County Commissioner PCT 1:

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County Commissioner PCT 2:

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County Commissioner PCT 3:

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County Commissioner PCT 4:

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County Judge:

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 20.**

**Meeting Date:** 10/15/2024  
**Item Title:** EMS Items - ARPA Funds  
**Submitted For:** Tracy Barrera, County Auditor

**Discuss and/or take appropriate action concerning:**

Tracy Barrera: Discuss and/or take appropriate action to approve the purchase of the following items for EMS units from the ARPA budget, line 012-487-644, equipment, see breakdown below, quotes attached.  
The grand total is not to exceed \$1,053,115.00.  
Stryker is the sole-source provider.  
9- New EKG Monitors plus 5 year maintenance plan  
8 -New Stretchers plus 5 year maintenance plan  
5 -year maintenance plan on existing CPR machines

**ATTACHMENTS**  
EMS Stryker Quote



# 8 PP2, 9 LP35 ProCare

Quote Number: 10970445

Remit to: Stryker Sales, LLC  
21343 NETWORK PLACE  
CHICAGO IL 60673-1213  
USA

Version: 1

Prepared For: ATASCOSA COUNTY EMS  
Attn:

Rep: Chad Lewis  
Email: chad.lewis@stryker.com  
Phone Number:

Quote Date: 08/13/2024

Expiration Date: 11/11/2024

Contract Start: 08/13/2024

Contract End: 08/12/2025

### Delivery Address

### Sold To - Shipping

### Bill To Account

Name: ATASCOSA COUNTY EMS  
Account #: 20003094  
Address: 915 MAIN ST  
JOURDANTON  
Texas 78026-2737

Name: ATASCOSA COUNTY EMS  
Account #: 20003094  
Address: 915 MAIN ST  
JOURDANTON  
Texas 78026-2737

Name:  
Account #:  
Address:

### Equipment Products:

#	Product	Description	U/M	Qty	Sell Price	Total
1.0	650705550001	6507 POWER PRO 2, HIGH CONFIG	PCE	8	\$37,240.00	\$297,920.00
2.0	650700450102	ASSEMBLY, POWER CORD, NORTH AM	PCE	8	\$36.00	\$288.00
3.0	650707000002	KIT, ALVARIUM BATTERY, SERVICE	PCE	8	\$1,091.00	\$8,728.00
4.0	650700450301	ASSEMBLY, BATTERY CHARGER	PCE	8	\$1,561.00	\$12,488.00
5.0	70335-000042	LP35,EN-US,MAS-SP/CO,MED-CO2,SUN-NIBP,12L,WIFI/CELL/LN/CPRIN,STD,BT	PCE	9	\$51,400.00	\$462,600.00
6.0	11335-000001	BATTERY, LI-ION, WITH IFU, LP35	PCE	18	\$1,000.00	\$18,000.00
7.0	11140-000102	CHARGER, BATTERY, LP35	PCE	9	\$3,000.00	\$27,000.00
8.0	11171-000057	Masimo Rainbow DCI Adult Reusable SpO2, SpCO, SpMet Sensor, 6 FT. For use with RC Patient Cable.	PCE	9	\$979.00	\$8,811.00
9.0	11171-000058	Masimo Rainbow DCIP Pediatric Reusable SpO2, SpCO, SpMet Sensor, 6 FT. For use with RC Patient Cable.	PCE	9	\$1,047.00	\$9,423.00
10.0	11160-000011	NIBP Cuff-Reusable, Infant	PCE	9	\$30.00	\$270.00
11.0	11160-000013	NIBP Cuff-Reusable, Child	PCE	9	\$34.00	\$306.00
12.0	11160-000021	NIBP CUFF- REUSEABLE,SMALL ADULT, BAYONET	PCE	9	\$40.00	\$360.00
13.0	11160-000015	NIBP Cuff-Reusable, Adult	PCE	9	\$41.00	\$369.00
14.0	11160-000017	NIBP Cuff -Reusable, Large Adult	PCE	9	\$47.00	\$423.00
15.0	11160-000019	NIBP Cuff-Reusable, Adult X Large	PCE	9	\$67.00	\$603.00



### 8 PP2, 9 LP35 ProCare

Quote Number: 10970445

Remit to: Stryker Sales, LLC  
21343 NETWORK PLACE  
CHICAGO IL 60673-1213  
USA

Version: 1

Prepared For: ATASCOSA COUNTY EMS  
Attn:

Rep: Chad Lewis  
Email: chad.lewis@stryker.com  
Phone Number:

Quote Date: 08/13/2024

Expiration Date: 11/11/2024

Contract Start: 08/13/2024

Contract End: 08/12/2025

#	Product	Description	U/M	Qty	Sell Price	Total
16.0	11335-000005	KIT, PRINTER, LP35	PCE	9	\$3,000.00	\$27,000.00
17.0	11335-000008	KIT, STORAGE BAGS, LP35	PCE	9	\$600.00	\$5,400.00
18.0	11260-000073	KIT, SHOULDER STRAP, LP35	PCE	9	\$75.00	\$675.00
19.0	11111-000031	ASSY, CABLE, ECG, 3 WIRE, AHA, 8 FT	PCE	9	\$347.00	\$3,123.00
20.0	EC-CLA-T3	Emergency Care CLA Tier 3	PCE	1	\$0.01	\$0.01
Equipment Total:						\$883,787.01

#### Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
TR-LP15H-LP35	TRADE IN LP15 V4 HIGH FOR LP35	7	-\$8,000.00	-\$56,000.00
TR-SPCOT-PP2	TR-SYK PCOT TO PP2	7	-\$2,500.00	-\$17,500.00

#### ProCare Products:

#	Product	Description	Months	Qty	Sell Price	Total
23.1	POWERPRO-PROCARE	Power Pro 2 for 6507 POWER PRO 2, HIGH CONFIG 08/14/2024 - 08/13/2029	60	8	\$7,995.00	\$63,960.00
23.2	LIFEPK35-FLD-PRO	Lifepak35 for LP35,EN-US,MAS-SP/CO,MED-CO2,SUN-NIBP,12L,WIFI/ CELL/LN/CPRI,STD,BT 08/14/2024 - 08/13/2029	60	9	\$11,585.00	\$104,265.00
23.3	LUCAS-FLD-PROCARE	LUCAS 3, 3.1 for LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device 08/14/2024 - 08/13/2029	60	7	\$8,595.00	\$60,165.00
ProCare Total:						\$228,390.00



## 8 PP2, 9 LP35 ProCare

Quote Number: 10970445

Remit to: Stryker Sales, LLC  
21343 NETWORK PLACE  
CHICAGO IL 60673-1213  
USA

Version: 1

Prepared For: ATASCOSA COUNTY EMS  
Attn:

Rep: Chad Lewis  
Email: chad.lewis@stryker.com  
Phone Number:

Quote Date: 08/13/2024

Expiration Date: 11/11/2024

Contract Start: 08/13/2024

Contract End: 08/12/2025

### Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$14,437.18
Grand Total:	\$1,053,114.19

Prices: In effect for 30 days

Terms: Net 30 Days

### Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at [https://techweb.stryker.com/Terms\\_Conditions/index.html](https://techweb.stryker.com/Terms_Conditions/index.html).

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 21.**

**Meeting Date:** 10/15/2024  
**Item Title:** SAVNS Renewal  
**Submitted For:** Tracy Barrera, County Auditor

**Discuss and/or take appropriate action concerning:**

**Tracy Barrera:** Discuss and/or take appropriate action on approving the renewal of the Statewide Automated Victim Notification Service (SAVNS) Grant Contract for FY 2025, contract #C-01640. This is with the Office of the Attorney General (OAG). If approved, direct the County Judge to sign via DocuSign. This agreement has been sent to Trent Rowell in the County Attorney's office for approval.

**ATTACHMENTS**  
SAVNS Agreement



**RE: FY 2025 SAVNS Grant Contract**

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**Contract Number:** C-01640

**Grantee:** Atascosa County

**Amount:** \$15,809.44

**Executed:**

**Term:** September 1, 2024 – August 31, 2025

**Budget Coding:**

<b>ORG</b>	<b>PCA</b>	<b>Agy Obj</b>
<b>B310000</b>	<b>11300</b>	<b>76125137</b>

# SAVNS MAINTENANCE GRANT CONTRACT

OAG Contract No. C-01640

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

## SECTION 1. PURPOSE OF THE CONTRACT

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

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

## SECTION 2. TERM OF THE CONTRACT

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

## SECTION 3. GRANTEE’S CONTRACTUAL SERVICES

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

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

**3.1.1 Authorized Modifications to the Participating Entity Service Agreement.**

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

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

- Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;
- g.** Section 9.5 Oversight of Security Compliance: GRANTEE may require Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;
  - h.** Section 10.4 Exclusions: GRANTEE may require Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;
  - i.** Section 12.1 Limitation of Liability: The Certified Vendor may request a limitation of liability to be included. It is incumbent on the GRANTEE to determine if the proposed limitation is sufficient, permissible under applicable state and local law, and whether or not to include and incorporate such limitation into the Participating Entity Service Agreement;
  - j.** Section 12.2 Indemnification: GRANTEE may require, negotiate, and include additional or alternative indemnification provisions, to the extent such provisions are permissible under applicable state and local law, either in addition to or in lieu of those included within the Participating Entity Service Agreement; and
  - k.** Section 14.5 Dispute Resolution: GRANTEE may require specific dispute resolution provisions compliant with its local laws, regulations, and other policies applicable to the GRANTEE.

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

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

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

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

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

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

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

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

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

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

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

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

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

### **4.1 General Matters**

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

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

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

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

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

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

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

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

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

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

## **4.2 Programmatic Reports**

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

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

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

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

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

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

### **4.3 Financial Matters**

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

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

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

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

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

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

a. A fully executed Participating Entity Services Agreement with the Certified Vendor for the time period covered by this Grant Contract;

b. An invoice from the Certified Vendor which includes the dates covered under this Grant Contract;

c. A completed OAG form "Verification of Continuing Production Record" which shall be provided by the OAG upon request;

d. An invoice to the OAG that complies with the requirements of the OAG; and

e. A written justification, signed by the Authorized Official or the Authorized Official's designee, explaining the need for pre-reimbursement funding.

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

a. **Record of Reimbursement.** GRANTEE will submit a reconciled record of its expenses for the prior fiscal year.

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

**4.3.5 Annual Independent Financial Audit Report.**

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

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

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

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

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

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

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

of reimbursement vouchers.

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

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

#### **4.5 Compromising Matters**

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

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

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

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

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

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

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

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

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

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

## SECTION 6. TERMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

require to perform the audits described in this Grant Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**11.10 Governing Law; Venue.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**OFFICE OF THE ATTORNEY  
GENERAL**

Atascosa County

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

\_\_\_\_\_  
Printed Name: Weldon P. Cude  
Authorized Official

**SAVNS MAINTENANCE GRANT CONTRACT**

**OAG Contract No. C-01640**

**EXHIBIT A**

**Population Size:** Medium

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

<b>Annual Cost for Jail</b>	<b>Annual Cost for Courts</b>	<b>MAXIMUM REIMBURSABLE COSTS</b>
\$15,809.44	\$0.00	\$15,809.44

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

# EXHIBIT B

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

### Contract No.

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

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

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

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

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

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

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

[NAMED ENTITY] by:

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

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

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

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

**Acknowledged by Appriss Insights, LLC.**

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

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

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

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

**Certificate Of Completion**

Envelope Id: 166A3BB211964B018B6D953F77784260  
Subject: Please DocuSign: FY 2025 SAVNS Grant Contract  
Template ID:

Status: Sent

Template ID Usage Tracking:  
Division Designed Templates:  
Template ID Usage Tracking - List 2:  
Division Designed Templates - List 2:

Source Envelope:

Document Pages: 26

Signatures: 0

Envelope Originator:

Certificate Pages: 7

Initials: 0

Lauren Sellers

AutoNav: Enabled

PO Box 12548

Enveloped Stamping: Disabled

Austin, TX 78711-2548

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

Lauren.Sellers@oag.texas.gov

IP Address: 136.62.220.35

**Record Tracking**

Status: Original  
9/20/2024 8:45:42 AM

Holder: Lauren Sellers  
Lauren.Sellers@oag.texas.gov

Location: DocuSign

**Signer Events**

**Signature**

**Timestamp**

Weldon P. Cude  
countyjudge@atascosacounty.texas.gov  
County Judge

Sent: 9/20/2024 8:45:58 AM  
Viewed: 9/25/2024 9:46:05 AM

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**

Accepted: 9/25/2024 9:46:05 AM  
ID: 4ede9149-0ed3-4877-95c1-bb34786208e2

Grants Administration Division Chief

Signing Group: Grants Administration Division Chief  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Crime Victim Services - Director

Signing Group: Crime Victim Services - Director  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

GCD Attorneys

Signing Group: GCD Attorneys  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Budget Analysts (Non-CS)

Signing Group: Budget Analysts (Non-CS)  
Security Level: Email, Account Authentication  
(None)

Signer Events	Signature	Timestamp
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Deputy Attorney General for Criminal Justice

Signing Group: Deputy Attorney General for Criminal Justice

Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Accounting - DocuSign Contracts

ACC\_DocuSign\_Contracts@oag.texas.gov

Victoria Ojeda

Victoria.Ojeda@oag.texas.gov

Christina Cisneros

Christina.Cisneros@oag.texas.gov

Signing Group: Accounting - DocuSign Contracts

Inbox

Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

GCD Contracts

GCDContracts@oag.texas.gov

Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**

Accepted: 2/14/2024 9:28:00 AM

ID: eecf43d8-1763-44c6-85c7-b376774aebfc

GAD Contract Box

GADContracts@oag.texas.gov

Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent

Hashed/Encrypted

9/20/2024 8:45:59 AM

Payment Events	Status	Timestamps
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## **CONSUMER DISCLOSURE**

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

### **Electronic signature**

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

### **Security standards**

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

### **Sending information to and receiving information from us**

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

### **Getting paper copies**

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

### **Withdrawing your consent**

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

### **Consequences of changing your mind**

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

**All notices and disclosures will be sent to you electronically**

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

**How to contact Office of the Attorney General**

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

To contact us by email send messages to: [servicedesk@oag.texas.gov](mailto:servicedesk@oag.texas.gov)

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

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

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

**To request paper copies from Office of the Attorney General**

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

**To withdraw your consent with Office of the Attorney General**

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

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

### Required hardware and software

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

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

### Acknowledging your access and consent to receive materials electronically

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

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

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

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

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 22.**

**Meeting Date:** 10/15/2024  
**Item Title:** Kroll, LLC - Fixed Asset Agreement  
**Submitted For:** Tracy Barrera, County Auditor

**Discuss and/or take appropriate action concerning:**

**Tracy Barrera:** Discuss and/or take appropriate action on approving the agreement between Atascosa County and Kroll, LLC for updated fixed assets inventory as of December 31, 2024, for a one-time fee of \$2,100.00, budget line item 012-468-435, Inventory Appraisal. This agreement has been submitted to the County Attorney's office for approval. If approved, authorize the County Judge to sign.

**ATTACHMENTS**

Kroll Agreement



September 4, 2024

Mr. Weldon P. Cude  
County Judge  
County of Atascosa  
1 Courthouse Circle Dr., Suite #101  
Jourdanton, TX 78026

Dear Mr. Hurley:

Kroll, LLC ("Kroll") will provide County of Atascosa the consulting services described within this agreement ("Agreement").

## Purpose of the Engagement

The purpose of this engagement is to provide County of Atascosa an updated fixed asset accounting ledger for accounting and financial reporting as of December 31, 2024.

## Engagement Scope

We will compile a fixed asset accounting ledger based on information provided by County of Atascosa for the fiscal year ending December 31, 2024. We will not inventory County of Atascosa's fixed assets nor verify the existence or ownership. We completed our last inspection and inventory of County of Atascosa's fixed assets on July 31, 2002.

## Definition of Historical Cost

Historical cost is defined by Generally Accepted Accounting Principles as the amount of cash, or its equivalent, paid to acquire an asset.

## Scope of Work

To perform our analysis, we require the following information for each fixed asset acquisition, disposal, or transfer:

- Property
- Building
- Room
- Floor
- Asset Number
- Tag Number
- Asset Classification (Account)
- Description
- Manufacturer
- Model
- Serial Number
- Acquisition Date
- Historical Cost
- Function Code

---

Upon your request, we can provide an Excel reporting template and related instructions to assist you in providing us your fixed asset activity data. Fixed asset activity data must be sent to us in Excel format. County of Atascosa acknowledges and accepts responsibility for the completeness and accuracy of its fixed asset activity data.

We anticipate this engagement will include the following:

- 1) Assign the appropriate useful lives
- 2) Estimate historical cost of additions using standard or normal costing techniques. (Normal costing involves estimating the historical cost of an asset by reverse trending the replacement cost new back to the date of acquisition. For standard costing, we estimate the historical cost of an asset by comparing it with the known average installed cost of an identical or similar unit at the estimated acquisition date of the subject fixed assets.)
- 3) Enter the current-year fixed asset activity data into our Electronic Property Record Asset Information System ("ePRAIS")
- 4) Calculate accumulated depreciation for all fixed assets and depreciation expense for the current fiscal year consistent with the methodology employed by County of Atascosa.

## Terms and Conditions

This Agreement is subject to and incorporates the **Terms and Conditions** attached as **Exhibit A**.

## Fee

The fee for this engagement will be \$2,100.00, and will be invoiced upon your receipt of the final appraisal report.

This fee includes issuing the deliverables below and responding to customary questions from County of Atascosa and its auditor or advisors. Additional fee will be required for an increase in engagement scope or involvement in subsequent reviews beyond the customary work effort. Additional fee also may be required if County of Atascosa does not provide its fixed asset activity data in Excel format.

County of Atascosa may cancel this engagement at any time and will only be obligated for fees and expenses incurred. Our fee is not contingent on our deliverable or any subsequent event related to it.

## Timing and Deliverables

This engagement will require cooperation, access, and timely receipt of requested information from management of County of Atascosa. After this Agreement is signed and all requested information is received, we will begin our analyses and provide our final report within four to six weeks.

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The report will be provided in electronic format and will present our conclusions and related narrative discussion of the supporting analyses and assumptions, along with appropriate exhibits. Additional relevant information and analyses considered will be retained in our work files.

Upon your request, we can provide an SOC 1 Type 2 report prepared by our independent auditor, Baker Tilly, which discusses policies and procedures placed in operation and tests of operating effectiveness.

## Conclusion

We appreciate the opportunity to serve County of Atascosa. To authorize, please sign below and return the full executed copy to wrp@kroll.com. This Agreement shall remain valid for signature for 30 days. Please contact me at 630 541 4656 with any questions.

Sincerely,



Bradley Schulz  
Managing Director

**Client of Record:** County of Atascosa

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

Name: Weldon P Cude

Title: Atascosa County Judge

Date: October 14, 2024

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## Exhibit A – Terms and Conditions

**Entire Agreement** – This is the entire Agreement between Kroll and County of Atascosa and supersedes any prior oral or written agreements. This Agreement may only be modified in writing signed by both parties. Any purchase order covering this engagement is only for County of Atascosa's internal needs and shall not modify this Agreement.

**Fees** – Kroll's invoices are payable upon receipt. If payment of any invoice is not received within 45 days of the invoice date, Kroll shall be entitled, without prejudice to any other rights that it may have, to suspend services until all sums due are paid in full. In the event that Kroll is required to initiate a lawsuit or hire attorneys to collect any past due amounts, in addition to any other rights and remedies available, it shall be entitled to reimbursement of attorneys' fees and other costs of collection.

**Limited Use and Reliance** – County of Atascosa is the sole intended user of Kroll's report or other work product. County of Atascosa may disclose an informational copy of the report or other work product to its audit, tax, legal, or insurance professionals acting in an advisory capacity in connection with the purpose of this engagement. No third party shall have the right of reliance on the report, and neither receipt nor possession of the report by any third party shall create any express or implied third-party beneficiary rights.

**Confidentiality** – Kroll shall maintain the confidentiality of County of Atascosa's information and will not disclose or use it for any purpose other than in connection with this engagement. This excludes information (i) available to the public, (ii) already in Kroll's possession, or (iii) received from a party having no confidentiality obligation to County of Atascosa. Kroll may include County of Atascosa's name and logo in its client list.

**Engagement Limits** – Kroll's work may only be used for the specific purpose or premise of value stated in this Agreement and the work product. County of Atascosa shall not reference Kroll or its work in any public filing or other materials distributed to actual or prospective shareholders, investors, financing parties, or similar third parties without Kroll's prior written consent.

**Independent Contractor** – Kroll shall perform as an independent contractor, with no authority to bind or obligate County of Atascosa in any way.

**Information Provided by County of Atascosa** – Kroll will not independently verify information provided by County of Atascosa, its advisors, or third parties acting at County of Atascosa's direction. Kroll will assume and rely on the accuracy and completeness of all such information.

**Retention** – All files, documents, and work papers received, created, or developed during the engagement will be retained for professional recordkeeping and legal/regulatory compliance purposes, all in accordance with Kroll's document retention policy. If required by applicable law to disclose any of the documents, Kroll will, unless legally prohibited, notify County of Atascosa so it may seek a protective order at its discretion.

**Indemnification** – County of Atascosa shall indemnify and hold harmless Kroll and its affiliates, including each of their respective employees, from and against any and all liabilities, losses, costs, and reasonable expenses, including, but not limited to, reasonable legal fees and expenses and billable

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hours of client service personnel, which are (i) incurred in responding to subpoenas, discovery, or other similar inquiries associated with or arising from the engagement or (ii) arising from or relating to third-party claims based on reliance or purported reliance on Kroll's work product or other alleged loss or damage caused to or alleged by any nonclient entity arising from unauthorized access to or reliance upon Kroll's work product. The foregoing indemnification obligations shall not apply in the event that a court of competent jurisdiction finally determines that such claims resulted directly from the gross negligence, willful misconduct, or fraudulent acts of Kroll.

**Limitation of Liability** – In no event shall Kroll be liable to County of Atascosa (or any person claiming through County of Atascosa) under this Agreement, under any legal theory, for any amount in excess of the total professional fees paid by County of Atascosa to Kroll in connection with this engagement, except to the extent such liability is directly caused by Kroll's gross negligence, fraud, or willful misconduct. The foregoing limitation of liability shall not apply to liabilities that arise from personal injury or property damage resulting primarily from Kroll's negligence or willful misconduct. In no event shall Kroll be liable to County of Atascosa for any consequential, indirect, lost profit, or similar damages relating to or arising from this engagement.

**Environmental Policy** – Kroll will not investigate, nor assume responsibility for, the existence or impact of any contamination or hazardous substance related to property or assets associated with this engagement.

**Governing Law** – This Agreement is governed by and construed in accordance with the laws of the State of New York.

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 23.**

**Meeting Date:** 10/15/2024  
**Item Title:** Sheriff - Equipment to McMullen County  
**Submitted For:** Tracy Barrera, County Auditor

**Discuss and/or take appropriate action concerning:**

**Tracy Barrera:** Discuss and/or take appropriate action to approve the sale of surplus law enforcement equipment that is no longer in use, from the Sheriff's office to McMullen County, (Pursuant to Local Government Code 263.152a1).

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 24.**

**Meeting Date:** 10/15/2024  
**Item Title:**  
**Submitted For:** Weldon Cude, County Judge

**Discuss and/or take appropriate action concerning:**

**Judge Cude:** Discuss and/or take appropriate action concerning adopting FY-2025 TIDC Formula Grant Resolution for the Indigent Defense Grant Program and authorize County Judge to sign.

**ATTACHMENTS  
Information**



September 27, 2024

CHAIR:  
Honorable Missy Medary  
Corpus Christi, Presiding Judge,  
5th Administrative  
Judicial Region of Texas

EX OFFICIO MEMBERS:  
Honorable Brandon Creighton  
Honorable William W. "Bill"  
Gravell, Jr.  
Honorable Nathan Hecht  
Honorable Sharon Keller  
Honorable Emily Miskel  
Honorable Joseph "Joe" Moody  
Honorable Reggie Smith

MEMBERS APPOINTED BY GOVERNOR:  
Mr. James D. "Jim" Bethke  
Mr. Alex Bunin  
Mr. Jay Cohen  
Honorable Valerie Covey  
Honorable Richard Evans  
Honorable Missy Medary  
Honorable James R. "J.R."  
Woolley, Jr.

EXECUTIVE DIRECTOR:  
Scott Ehlers

The Honorable Weldon P. Cude  
Atascosa County Judge  
1 Courthouse Circle Drive, Suite 206  
Jourdanton, TX 78026

**Re: FY2025 Formula Grant Request for Applications**

Dear Judge Cude:

TIDC announces the FY2025 Formula Grant Request for Applications (RFA). **Applications are due Friday, November 15, 2024.** The attached packet provides information on what is needed for counties to obtain Formula Grant funds. **There are two simple steps to apply for your formula grant:** Commissioners Court should adopt the attached FY2025 TIDC Formula Grant Resolution.

Upload the signed resolution on TIDC's grants and reporting website, <https://tidc.tamu.edu>, confirm contact information for county officials, and click the "submit" button.

Step by step instructions are included in the Request for Applications.

To be eligible, the local administrative judges and chairs of Juvenile Boards should submit their biennial indigent defense plans by November 1, 2023 through our on-line system. TIDC staff will continue to work with counties to ensure that all statutory and required elements are included in each plan if judges make amendments. Also, county financial officers must submit their Indigent Defense Expense Report by November 1, 2024. The reporting manual for county financial officers is available at <http://www.tidc.texas.gov/oversight/submit-data-and-reports/>. Both requirements are required by Texas Government Code §79.036. The Commission adopted Texas Administrative Code Chapter 173 in order to implement the grant authority established by the Texas Legislature. These administrative rules and the attached RFA are available at: [www.tidc.texas.gov](http://www.tidc.texas.gov).

Please contact us at [Grants@tidc.texas.gov](mailto:Grants@tidc.texas.gov) or 512-936-6994 if you have any questions about the FY2025 Formula Grant or the application process.

Sincerely,

**Missy Medary**  
Chair, Texas Indigent Defense Commission  
Presiding Judge, 5th Administrative Judicial Region of Texas

**Enclosed:** FY2025 Formula Grant RFA  
FY2025 Formula Grant Resolution

Texas Indigent Defense Commission  
209 West 14<sup>th</sup> Street, Room 202 • Austin, Texas 78701  
512.936.6994  
[www.tidc.texas.gov](http://www.tidc.texas.gov)



209 West 14<sup>th</sup> Street, Suite 202 Price Daniel, Sr. Building,  
Austin, Texas 78701  
512-936-6994  
[www.tidc.texas.gov](http://www.tidc.texas.gov)

## **FY2025 Formula Grant Program Request for Applications (RFA)**

**Issued September 2024**

### **Formula Grant Program Overview**

The Texas Indigent Defense Commission (Commission) provides financial and technical support to counties to develop and maintain quality, cost-effective indigent defense systems that meet the needs of local communities and the requirements of the Constitution and state law. Formula Grants are awarded to eligible Texas counties to help counties meet constitutional and statutory requirements for indigent defense and to promote compliance with standards adopted by the Commission.

### **Application Due Date**

Formula grant applications for Fiscal Year 2025 must be submitted on-line **by Friday, November 15, 2024**. The grant period is October 1, 2024 through September 30, 2025.

**Total FY 2025 Formula Grant Amount Budgeted: \$17 million**

### **Eligibility for Formula Grants**

Only Texas counties may apply. Counties must meet the following requirements:

- 1) **Indigent Defense Expenditure Report** — All counties are statutorily required (Texas Government Code Sec. 79.036 (e)) to submit an Indigent Defense Expenditure Report each year on November 1 in the form and manner prescribed by the Commission. Counties that do not complete the Indigent Defense Expense Report on or before November 1, 2024 may have payments temporarily suspended by Commission staff until the report is submitted and reconciled by staff.
- 2) **Indigent Defense Plan Requirements** — The Local Administrative District Judges, the Local Statutory County Court Judges (or County Judge as applicable) and the Chairman of the Juvenile Board for each county must submit a copy of all formal and informal rules and forms that describe the procedures used in the county to provide indigent defendants with counsel in accordance with the Code of Criminal Procedure (Countywide Plans) to the Commission as required in Government Code §79.036. The Countywide Plans submitted must be in compliance with applicable statutes and rules and must meet the minimum requirements for each plan section as outlined in the Biennial Indigent Defense Countywide Plan Instructions. Plans are due November 1, 2023. Formula grant payments during the year may be withheld until plans are submitted or meet the minimum requirements for each plan section set by Commission.

## Application Steps

- a. Go to the TIDC Grants and Reporting website (hosted by PPRI) at <https://tidc.tamu.edu>.
- b. Sign in and enter the User ID and Password or contact PPRI (Follow on-line page instructions).
- c. Select "FY2025" and your county in the upper left part of the screen.
- d. Select "Apply for Formula Grant" from the column on the left side of the screen.
- e. Review the eligibility requirements. The screen will display the County's compliance status regarding indigent defense plans. Counties that have outstanding requirements will not be able to receive funds until they meet all grant program eligibility requirements. If indigent defense plans are not marked "Complete" counties should still submit the application and then contact the Commission for instructions to resolve plan compliance issues.
- f. Identify the individuals in the following grant positions as required in Texas Administrative Code Rule 173.301.
  - i. Authorized official - This person must be authorized to apply for, accept, decline, modify, or cancel the grant for the applicant county. A county judge or a designee authorized by the governing body in its resolution may serve as the authorized official.
  - ii. Fiscal Officer - This person must be the county auditor or county treasurer if the county does not have a county auditor.
- g. Use the "**Change**" button make changes as needed to officials or contact information. Click the "**Submit**" button at the bottom of the screen. You should be taken to a confirmation page at that point.
- h. Maintain confirmation – When the system provides a confirmation page to the grant officials confirming that the application has been completed and informing them that the resolution must be adopted by the commissioner's court and then faxed to the Commission. **PLEASE PRINT THE CONFIRMATION PAGE.**
- i. Select the "Resolution" link in the confirmation page to create your county's resolution form.
- j. Print or download resolution. The system will allow the user to download a resolution as a Microsoft Word document or provide an opportunity to print the document. Please use the resolution printed from the website. The resolution must be adopted by the commissioners court.
- k. Please scan the resolution adopted by commissioners court and then upload it in the application page of the website **on or before Friday, November 15, 2024**. Alternatively, you may email the resolution to [Grants@tidc.texas.gov](mailto:Grants@tidc.texas.gov).

Contact Doriana Torres, Grants Administrator, [Grants@tidc.texas.gov](mailto:Grants@tidc.texas.gov) or 512-936-6994 for questions.

## Notice of Funding

- **Statement of Grant Award** — Statements of Grant Awards will be prepared as authorized by the Commission. These may include special conditions. The e-mail with the attached Statements of Grant Award will be directed to the official designated in the resolution adopted by the commissioners' court. The County will have thirty days to notify the grant administrator of errors or cancelation after receipt of the award.
- **Special Conditions** — The Commission may determine special conditions or authorize staff to apply the conditions on criteria set by the Commission (TAC 173.201). The Commission may develop special conditions that relate to expenditures, compliance with statutory requirements or standards adopted by the Commission.
- **Denial of Grant** — Counties not completing the grant application process or those not meeting minimum eligibility requirements will be notified by mail within 30 days following the Commission award meeting.

## **Authorization to Fund, Applicable Authority and Rules**

### **Texas Government Code Sec. 79.037. TECHNICAL SUPPORT; GRANTS.**

- (a) The commission shall:
  - (1) provide technical support to:
    - (A) assist counties in improving their indigent defense systems; and
    - (B) promote compliance by counties with the requirements of state law relating to indigent defense;
  - (2) to assist counties in providing indigent defense services in the county, distribute in the form of grants any funds appropriated for the purposes of this section; and
  - (3) monitor each county that receives a grant and enforce compliance by the county with the conditions of the grant, including enforcement by:
    - (A) withdrawing grant funds; or
    - (B) requiring reimbursement of grant funds by the county.
- (b) The commission shall distribute funds as required by Subsection (a)(2) based on a county's compliance with standards adopted by the board and the county's demonstrated commitment to compliance with the requirements of state law relating to indigent defense.
- (c) The board shall adopt policies to ensure that funds under Subsection (a)(2) are allocated and distributed to counties in a fair manner.
- (d) A county may not reduce the amount of funds provided for indigent defense services in the county because of funds provided by the commission under this section.

### **Texas Administrative Code Chapter 173**

### **Texas Grant Management Standards (TxGMS)**

**2025 Atascosa County Resolution  
Indigent Defense Grant Program**

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

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

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

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

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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Weldon P. Cude  
County Judge

Attest:

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County Clerk