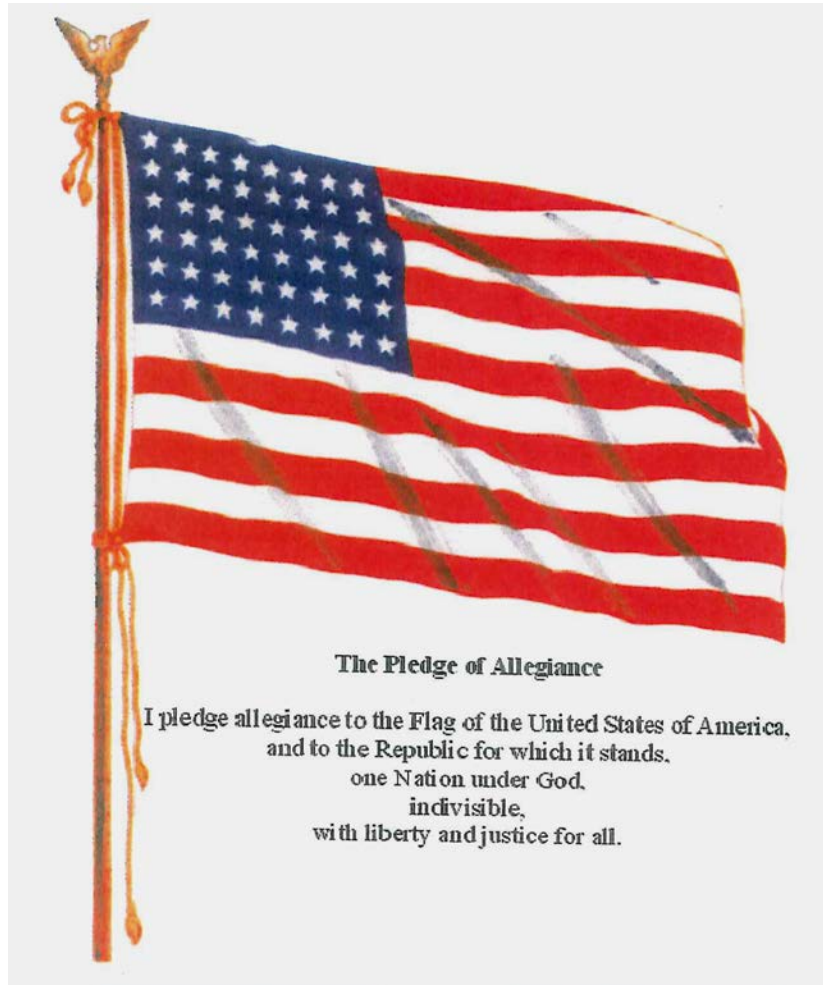


COMMISSIONER'S COURT AGENDA

NOVEMBER 24, 2020

Invocation

Pledge of Allegiance to the Flag.



**(Texas Pledge: Honor the Texas flag;
I pledge allegiance to thee, Texas, one
state under God, one and indivisible).**

Pledge to the Texas Flag



Honor the Texas
Flag; I pledge
allegiance to thee,
Texas, one state
under God, one and
indivisible

Announcements:

**Items or comments from Court
Members or Staff.**

Citizens' Comments:

At this time any person may speak to Commissioners Court if they have filled out a Caldwell County Commissioners Court Participation Form. Comments will be limited to four (4) minutes per person. No action will be taken on these items and no discussion will be had between the speaker(s) and members of the Court. The Court does retain the right to correct factual inaccuracies made by the speakers. (If longer than 30 minutes, then the balance of comment will continue as the last agenda item of the day).

CONSENT AGENDA. (The following consent items may be acted upon in one motion).

- 1. Approve payment of County invoices and County Purchase Orders for in the amount of \$468,890.57; Backup: 46**

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hoppy.haden@co.caldwell.tx.us and ezzy.chan@co.caldwell.tx.us . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: 11/24/2020

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

\$468,890.57 (11/24/20 AP and PO payments)

1. **Costs:**

Actual Cost or Estimated Cost \$ 468,890.57

Is this cost included in the County Budget? yes

Is a Budget Amendment being proposed? no

2. **Agenda Speakers:**

	Name	Representing	Title
--	------	--------------	-------

(1) Judge Haden

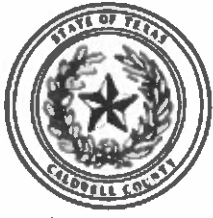
(2) _____

(3) _____

3. **Backup Materials:** None To Be Distributed 46 total # of backup pages
(including this page)

4.  _____
Signature of Court Member

11/17/2020
Date



Caldwell County, TX

Expense Approval Register

Report: APPKT04695 - 11/24/2020 A/P RUN W/PO'S

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
Fund: 001 - GENERAL FUND					
NET DATA	102020	ITICKETS - OCT 2020	I TICKETS - NET DATA (neede	001-1281	60.00
NET DATA	102020	ITICKETS - OCT 2020	I TICKETS - NET DATA (neede	001-1281	386.00
NET DATA	102020	ITICKETS - OCT 2020	I TICKETS - NET DATA (neede	001-1281	116.00
NET DATA	102020	ITICKETS - OCT 2020	I TICKETS - NET DATA (neede	001-1281	26.00
TEXAS PARKS & WILDLIFE DE	102020	FINES COLLECTED IN OCTOB	DUE TO PARKS & WILDLIFE D	001-2300	446.25
CENTRAL TEXAS ALTERNATIV	102020	FOR OCTOBER 2020	DUE TO ADR-Alternative Disp	001-2308	45.00
CENTRAL TEXAS ALTERNATIV	102020	FOR OCTOBER 2020	DUE TO ADR-Alternative Disp	001-2308	152.41
CENTRAL TEXAS ALTERNATIV	102020	FOR OCTOBER 2020	DUE TO ADR-Alternative Disp	001-2308	60.00
CENTRAL TEXAS ALTERNATIV	102020	FOR OCTOBER 2020	DUE TO ADR-Alternative Disp	001-2308	525.00
CENTRAL TEXAS ALTERNATIV	102020	FOR OCTOBER 2020	DUE TO ADR-Alternative Disp	001-2308	20.00
CENTRAL TEXAS ALTERNATIV	102020	FOR OCTOBER 2020	DUE TO ADR-Alternative Disp	001-2308	45.00
GRAVES, HUMPHRIES, STAHL	102020	COLLECTIONS FOR OCT 2020	DUE TO GRAVES, HUMPHRIE	001-2835	1,868.34
GRAVES, HUMPHRIES, STAHL	102020	COLLECTIONS FOR OCT 2020	DUE TO GRAVES, HUMPHRIE	001-2835	1,569.99
GRAVES, HUMPHRIES, STAHL	102020	COLLECTIONS FOR OCT 2020	DUE TO GRAVES, HUMPHRIE	001-2835	593.47
GRAVES, HUMPHRIES, STAHL	102020	COLLECTIONS FOR OCT 2020	DUE TO GRAVES, HUMPHRIE	001-2835	1,012.81
TEXAS AGRICULTURAL FINAN	102020	FARM TAGS ISSUED IN OCTO	DUE TO STATE - FARMERS FE	001-2865	230.00
					7,156.27
Department : 2120 - COUNTY TREASURER					
DEWITT POTHS & SON	623973-0	ACCT # 12430 BATTERY, ALK	OFFICE SUPPLIES	001-2120-3110	53.64
					Department 2120 - COUNTY TREASURER Total: 53.64
Department : 2140 - TAX ASSESSOR - COLLECTOR					
OFFICE DEPOT	130027995001	ACCT # 43682634 PAPER, CO	OFFICE SUPPLIES	001-2140-3110	59.98
OFFICE DEPOT	130886076001	ACCT # 43682634 GUARD, S	OFFICE SUPPLIES	001-2140-3110	149.99
					Department 2140 - TAX ASSESSOR - COLLECTOR Total: 209.97
Department : 2150 - COUNTY CLERK					
CSG SYSTEMS, INC	263401	OFFICE SUPPLIES	OFFICE SUPPLIES	001-2150-3110	213.00
CSG SYSTEMS, INC	263402	OFFICE SUPPLIES	OFFICE SUPPLIES	001-2150-3110	213.00
CSG SYSTEMS, INC	263403	OFFICE SUPPLIES	OFFICE SUPPLIES	001-2150-3110	176.00
TEXAS ASSOCIATION OF COU	303881	TERESA RODRIGUEZ - WINT	TRAINING	001-2150-4810	200.00
					Department 2150 - COUNTY CLERK Total: 802.00
Department : 3200 - DISTRICT ATTORNEY					
DAVID BROOKS, ATTORNEY A	102020	LEGAL CONSULTATION SERVI	PUBLICATIONS	001-3200-4315	100.00
TRANSUNION RISK AND ALTE	234599-202010-1	ACCT ID: 234599 BILLING PE	DUES & SUBSCRIPTIONS	001-3200-3050	50.00
THOMSON REUTERS - WEST	843242681	ACCT # 1000732986 OCT 20	PUBLICATIONS	001-3200-4315	270.00
THOMSON REUTERS - WEST	843351675	ACCT # 1000732986 LIBRARY	PUBLICATIONS	001-3200-4315	84.41
					Department 3200 - DISTRICT ATTORNEY Total: 504.41
Department : 3220 - DISTRICT CLERK					
QUILL CORPORATION	11691132	ACCT # 4881802 CLOROX DS	OFFICE SUPPLIES	001-3220-3110	201.98
TEXAS ASSOCIATION OF COU	303961	JUANITA ALLEN - WINTER CO	TRAINING	001-3220-4810	200.00
					Department 3220 - DISTRICT CLERK Total: 401.98
Department : 3230 - DISTRICT JUDGE					
PETER DAVID REED	19-267	CAUSE # 19-267 GREGORY A	ADULT - INDIGENT ATTORNE	001-3230-4160	650.00
PETER DAVID REED	20-153	CAUSE # 20-153 GREGORY A	ADULT - INDIGENT ATTORNE	001-3230-4160	500.00
BARBARA J. ROBIRDS	20-149	CAUSE # 20-149 THOMAS LA	ADULT - ATTY LITIGATION EX	001-3230-4080	5.00
BARBARA J. ROBIRDS	20-149	CAUSE # 20-149 THOMAS LA	ADULT - INDIGENT ATTORNE	001-3230-4160	650.00
BARBARA J. ROBIRDS	20-184	CAUSE # 20-184 THOMAS LA	ADULT - ATTY LITIGATION EX	001-3230-4080	5.00
BARBARA J. ROBIRDS	20-184	CAUSE # 20-184 THOMAS LA	ADULT - INDIGENT ATTORNE	001-3230-4160	1,000.00
ROBERT A HAEDGE	19-181	CAUSE # 19-181 / 20-171 / 2	ADULT - ATTY LITIGATION EX	001-3230-4080	10.00
ROBERT A HAEDGE	19-181	CAUSE # 19-181 / 20-171 / 2	ADULT - INDIGENT ATTORNE	001-3230-4160	1,000.00
PAUL MATTHEW EVANS	20-235	CAUSE # 20-235 LINDSEY JO	ADULT - ATTY LITIGATION EX	001-3230-4080	5.00
PAUL MATTHEW EVANS	20-235	CAUSE # 20-235 LINDSEY JO	ADULT - INDIGENT ATTORNE	001-3230-4160	750.00

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
KLEON C. ANDREADIS	16-103	CAUSE # 16-103 MICHAEL D	ADULT - INDIGENT ATTORNE	001-3230-4160	500.00
KLEON C. ANDREADIS	19-205	CAUSE # 19-205 DANIEL PER	ADULT - INDIGENT ATTORNE	001-3230-4160	840.00
MICHAEL M. LEE	20-284	CAUSE # 20-284 FRANK RAN	ADULT - ATTY LITIGATION EX	001-3230-4080	15.00
MICHAEL M. LEE	20-284	CAUSE # 20-284 FRANK RAN	ADULT - INDIGENT ATTORNE	001-3230-4160	900.00
SUNNY LYNN PEACH	102120	CAUSE # UI DEAN SCHULLE	ADULT - INDIGENT ATTORNE	001-3230-4160	500.00
DARLON JAMES SOJAK	16-214	CAUSE # 16-214 / 18-206 JO	ADULT - INDIGENT ATTORNE	001-3230-4160	950.00
ROBERT A HAEDGE	18-174	CAUSE # 18-174 ANTHONY L	ADULT - INDIGENT ATTORNE	001-3230-4160	500.00
BARBARA J. ROBIRDS	102720	JASON JACK	ADULT - INDIGENT ATTORNE	001-3230-4160	350.00
WALTER S. DEAN, SR.	20-208	CAUSE # 20-208 CIERA ANN	ADULT - ATTY LITIGATION EX	001-3230-4080	3.00
WALTER S. DEAN, SR.	20-208	CAUSE # 20-208 CIERA ANN	ADULT - INDIGENT ATTORNE	001-3230-4160	735.00
PETER DAVID REED	20-067	CAUSE # 20-067 JUAN ALBE	ADULT - INDIGENT ATTORNE	001-3230-4160	750.00
CLIFFORD W. MCCORMACK	20-245	CAUSE # 20-245 THOMAS W	ADULT - ATTY LITIGATION EX	001-3230-4080	5.00
CLIFFORD W. MCCORMACK	20-245	CAUSE # 20-245 THOMAS W	ADULT - INDIGENT ATTORNE	001-3230-4160	900.00
RELX INC. DBA LEXISNEXIS	3092944848	Lexis Nexus Blanket PO Offic	OFFICE SUPPLIES	001-3230-3110	65.00
THE CASEY LAW FIRM	18-194	CAUSE # 18-194 / 20-177 AN	ADULT - ATTY LITIGATION EX	001-3230-4080	5.00
THE CASEY LAW FIRM	18-194	CAUSE # 18-194 / 20-177 AN	ADULT - INDIGENT ATTORNE	001-3230-4160	700.00
AUDIO FIDELITY COMMUNIC	57442R	Service Call HD Case 105962	JUROR EXPENSE	001-3230-4820	450.00
AUDIO FIDELITY COMMUNIC	57442R	Service Call HD Case 105962	JUROR EXPENSE	001-3230-4820	250.00
				Department 3230 - DISTRICT JUDGE Total:	12,993.00
Department : 3240 - COUNTY COURT LAW					
DARLON JAMES SOJAK	47896	CAUSE # 47896 MICHAEL CR	ADULT - INDIGENT ATTORNE	001-3240-4160	320.00
HOLLIS WILBURN BURKLUND	38,874	CAUSE # 38,874 STACIE KNIC	ADULT - INDIGENT ATTORNE	001-3240-4160	200.00
CLIFFORD W. MCCORMACK	41769	CAUSE # 41769 / 40348	ADULT - INDIGENT ATTORNE	001-3240-4160	450.00
SUMMER BENFORD	47852	CAUSE # 47852 ABEL TOLED	ADULT - ATTY LITIGATION EX	001-3240-4080	5.00
SUMMER BENFORD	47852	CAUSE # 47852 ABEL TOLED	ADULT - INDIGENT ATTORNE	001-3240-4160	600.00
LEON TRANSLATIONS	20901	CAUSE # 2780-19CC JAHIR A	JUVENILE - ATTY LITIGATION	001-3240-4189	225.00
THE LAW OFFICE OF TREY HI	2780-19CC	CAUSE # 2780-19CC JAM	ADULT - INDIGENT ATTORNE	001-3240-4160	400.00
CLIFFORD W. MCCORMACK	2823-20CC	CAUSE # 2823-20CC J.D.D.Q.	ADULT - INDIGENT ATTORNE	001-3240-4160	300.00
MELISSA Y. REYES	48103	CAUSE # 48103 JOE RAVEN JI	ADULT - ATTY LITIGATION EX	001-3240-4080	5.00
MELISSA Y. REYES	48103	CAUSE # 48103 JOE RAVEN JI	ADULT - INDIGENT ATTORNE	001-3240-4160	450.00
BOVIK & MEREDITH P.C.	2833-20CC	CAUSE # 2833-20CC K.L.S.	JUVENILE - INDIGENT ATTOR	001-3240-4180	425.00
BOVIK & MEREDITH P.C.	48221	CAUSE # 48221 RICHARD SA	ADULT - ATTY LITIGATION EX	001-3240-4080	5.00
BOVIK & MEREDITH P.C.	48221	CAUSE # 48221 RICHARD SA	ADULT - INDIGENT ATTORNE	001-3240-4160	200.00
PAUL MATTHEW EVANS	48406	CAUSE # 48406 / 48503 VALE	ADULT - ATTY LITIGATION EX	001-3240-4080	15.51
PAUL MATTHEW EVANS	48406	CAUSE # 48406 / 48503 VALE	ADULT - INDIGENT ATTORNE	001-3240-4160	1,300.00
VICTOREA D. BROWN	48714	CAUSE # 48714 TIFFANY YAN	ADULT - ATTY LITIGATION EX	001-3240-4080	6.99
VICTOREA D. BROWN	48714	CAUSE # 48714 TIFFANY YAN	ADULT - INDIGENT ATTORNE	001-3240-4160	350.00
MAURO PSYCHOLOGICAL SE	3072	CAUSE # 48338 EDGAR TOSC	ADULT - EXPERT WITNESS	001-3240-4150	1,250.00
				Department 3240 - COUNTY COURT LAW Total:	6,507.50
Department : 3251 - JUSTICE OF THE PEACE - PRCT. 1					
CARL R. OHLENDORF INSURA	17794	POLICY # 14771315 ACCT # C	EMPLOYEE BONDING	001-3251-2070	50.00
CARD SERVICE CENTER	112020	ACCT # ENDS W/1237	OFFICE SUPPLIES	001-3251-3110	288.41
				Department 3251 - JUSTICE OF THE PEACE - PRCT. 1 Total:	338.41
Department : 3253 - JUSTICE OF THE PEACE - PRCT. 3					
CARD SERVICE CENTER	112020	ACCT # ENDS W/1237	OFFICE SUPPLIES	001-3253-3110	78.99
CARD SERVICE CENTER	112020	ACCT # ENDS W/1237	OFFICE SUPPLIES	001-3253-3110	29.84
				Department 3253 - JUSTICE OF THE PEACE - PRCT. 3 Total:	108.83
Department : 3254 - JUSTICE OF THE PEACE - PRCT. 4					
DEWITT POTH & SON	621159-0	ACCT # 12430 SPOTPAPER -	OFFICE SUPPLIES	001-3254-3110	36.00
RAYMOND DELEON	11122020	TRAVEL EXPENSES	TRANSPORTATION	001-3254-4260	46.81
				Department 3254 - JUSTICE OF THE PEACE - PRCT. 4 Total:	82.81
Department : 4300 - COUNTY SHERIFF					
CHISHOLM TRAIL VETERINAR	30812	RESCUED SHEEP	PROFESSIONAL SERVICES	001-4300-4110	283.51
CHISHOLM TRAIL VETERINAR	30812	RESCUED SHEEP	PROFESSIONAL SERVICES	001-4300-4110	-27.00
TEXAS POLICE TRAINERS, LLC	IDDHH-12-2020 /1	INTERACTING W/DEAF DRIV	TRAINING	001-4300-4810	30.00
LOCKHART POST REGISTER	00090580	10/15 & 22/20 FOUND	OPERATING SUPPLIES	001-4300-3130	21.08
CHISHOLM TRAIL VETERINAR	31446	HORSE (CASE # 2020090053)	PROFESSIONAL SERVICES	001-4300-4110	123.37
LOCKHART POST REGISTER	00090634	10/29 & 11/05 BULLS PICKE	OPERATING SUPPLIES	001-4300-3130	19.04
GT DISTRIBUTORS, INC.	INV0801836	GT Ammo Order for S.O.	TRAINING	001-4300-4810	1,911.73

Expense Approval Register

Packet: APPKT04695 - 11/24/2020 A/P RUN W/PO'S

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
LIVENGOD FEED STORE	LOINV000218482	ACCT # 1C250 COASTAL SQU	OPERATING SUPPLIES	001-4300-3130	62.99
CHISHOLM TRAIL VETERINAR	31584	TOSCA	PROFESSIONAL SERVICES	001-4300-4110	163.15
BRIAN BARRINGTON	919733	1 RED BULL ON TAYLORSVILL	PROFESSIONAL SERVICES	001-4300-4110	200.00
CARD SERVICE CENTER	112020	ACCT # ENDS W/1237	OPERATING SUPPLIES	001-4300-3130	14.99
ENTERPRISE FM TRUST	2661	Sheriff's Office Lease Mainte	Lease-REPAIR & MAINTENAN	001-4300-4841	364.24
ENTERPRISE FM TRUST	2661	Sheriff's Office Lease	Vehicle Leases	001-4300-4851	20,149.80
OXYGEN FORENSICS, INC	87822-1	Oxygen Forensics Detective	REPAIRS & MAINTENANCE	001-4300-4510	2,899.00
SUSTEEN INC.	9843901	Secure View 1 year	REPAIRS & MAINTENANCE	001-4300-4510	1,495.00
SUSTEEN INC.	9843901	Data Pilot 1 year	REPAIRS & MAINTENANCE	001-4300-4510	1,990.00
				Department 4300 - COUNTY SHERIFF Total:	29,700.90

Department : 4310 - COUNTY JAIL

4 SQUARE COMMUNICATIO	4286	VC CAMERA / ACCESSORIES /	REPAIRS & MAINTENANCE	001-4310-4510	385.00
4 SQUARE COMMUNICATIO	4287	WOMEN'S HOLDING / ANAL	REPAIRS & MAINTENANCE	001-4310-4510	655.00
4 SQUARE COMMUNICATIO	4288	DRUNK TANK /ACCESSORIES	REPAIRS & MAINTENANCE	001-4310-4510	497.50
FLOWERS BAKING CO. OF SA	3038380634	CUST # 0040078309 MIC 20	FOOD SUPPLIES	001-4310-3100	275.04
ORKIN - AUSTIN COMMERCI	204732325	ACCT # 29121597 NOV 2020	PROFESSIONAL SERVICES	001-4310-4110	295.19
MARK'S PLUMBING PARTS	INV001907483	CUST ID: 278898 ACORN D	REPAIRS & MAINTENANCE	001-4310-4510	358.00
FERRIS JOSEPH PRODUCE, IN	114782	LETTUCE ICEBERG 24CT CASE	FOOD SUPPLIES	001-4310-3100	33.50
SYSCO CENTRAL TEXAS, INC	413867487	CUST # 043430 CHEMICAL &	OPERATING SUPPLIES	001-4310-3130	286.67
SYSCO CENTRAL TEXAS, INC	413867488	CUST # 043430 PAPER & DIS	OPERATING SUPPLIES	001-4310-3130	69.98
SYSCO CENTRAL TEXAS, INC	413867489	CUST # 043430 DAIRY / MEA	FOOD SUPPLIES	001-4310-3100	1,157.49
M.B. HAMMO ENTERPRISES,	9140	TOILET PAPER REGULAR / RO	OPERATING SUPPLIES	001-4310-3130	705.89
PGF-TEMPLE	1058813	CUST # 435577 DRY GROCER	FOOD SUPPLIES	001-4310-3100	1,394.87
FERRIS JOSEPH PRODUCE, IN	114793	CABBAGE RED PER LB	FOOD SUPPLIES	001-4310-3100	70.80
FERRIS JOSEPH PRODUCE, IN	114797	LETTUCE ICEBERG 24 CT CAS	FOOD SUPPLIES	001-4310-3100	237.00
SYSCO CENTRAL TEXAS, INC	413872747	CUST # 043430 DAIRY / MEA	FOOD SUPPLIES	001-4310-3100	1,291.83
SYSCO CENTRAL TEXAS, INC	413872748	CUST # 043430 PAPER & DIS	OPERATING SUPPLIES	001-4310-3130	175.67
UNIFIRST CORPORATION	822 2361945	CUST # 222727 RTE # F6140	OPERATING SUPPLIES	001-4310-3130	74.78
FERRIS JOSEPH PRODUCE, IN	114846	APPLE RED DEL 138 CT	FOOD SUPPLIES	001-4310-3100	128.50
SOUTHERN HEALTH PARTNE	BASE 39834	Southern Health Partners Bla	PROFESSIONAL SERVICES	001-4310-4110	41,894.24
PGF-TEMPLE	1061862	CUST # 435577 DRY GROCER	FOOD SUPPLIES	001-4310-3100	1,351.15
FERRIS JOSEPH PRODUCE, IN	114852	CABBAGE GREEN 50 LB JBO S	FOOD SUPPLIES	001-4310-3100	87.50
FLOWERS BAKING CO. OF SA	3038380742	CUST # 0040078309 MIC 20	FOOD SUPPLIES	001-4310-3100	249.12
L & L SEPTIC AND PORTABLE	664486	SCHEDULED GREASE TRAP CL	REPAIRS & MAINTENANCE	001-4310-4510	650.00
FERRIS JOSEPH PRODUCE, IN	114869	TOMATO 5X5 25 LB CASE	FOOD SUPPLIES	001-4310-3100	70.00
ENTERPRISE FM TRUST	2661	Jail Lease Maintenance	Lease-REPAIR & MAINTENAN	001-4310-4841	39.71
ENTERPRISE FM TRUST	2661	Jail Lease	Vehicle Leases	001-4310-4851	2,537.26
SYSCO CENTRAL TEXAS, INC	413887295	CUST # 043430 DAIRY / MEA	FOOD SUPPLIES	001-4310-3100	1,202.83
SYSCO CENTRAL TEXAS, INC	413887296	CUST # 043430 CHEMICAL &	OPERATING SUPPLIES	001-4310-3130	280.98
SYSCO CENTRAL TEXAS, INC	413887297	CUST # 043430 PAPER & DIS	OPERATING SUPPLIES	001-4310-3130	48.26
M.B. HAMMO ENTERPRISES,	9161	TOILET PAPER REGULAR / RO	OPERATING SUPPLIES	001-4310-3130	909.87
PGF-TEMPLE	1065389	CUST # 435577 DRY GROCER	FOOD SUPPLIES	001-4310-3100	1,265.66
FERRIS JOSEPH PRODUCE, IN	114880	CABBAGE RED PER LB	FOOD SUPPLIES	001-4310-3100	53.80
FARMER BROTHERS. CO.	83460432	ACCT # 6302473 CREAMER S	FOOD SUPPLIES	001-4310-3100	309.30
FERRIS JOSEPH PRODUCE, IN	114886	LETTUCE ICEBERG 24 CT CAS	FOOD SUPPLIES	001-4310-3100	201.50
SYSCO CENTRAL TEXAS, INC	413892784	CUST # 043430 DAIRY / POU	FOOD SUPPLIES	001-4310-3100	1,475.24
SYSCO CENTRAL TEXAS, INC	413892784	CUST # 043430 DAIRY / POU	FOOD SUPPLIES	001-4310-3100	-34.72
UNIFIRST CORPORATION	822 2363963	CUST # 222727 RTE # F6140	OPERATING SUPPLIES	001-4310-3130	82.04
				Department 4310 - COUNTY JAIL Total:	60,766.45

Department : 4321 - CONSTABLES - PCT 1

RYAN JAMES SANDERS	032330	REPAIR WORK FOR CONSTAB	MACHINERY AND EQUIPMEN	001-4321-5310	250.00
CARD SERVICE CENTER	112020	ACCT # ENDS W/1237	REPAIRS & MAINTENANCE	001-4321-4510	269.99
ENTERPRISE FM TRUST	2661	PCT 1 Constable Lease Maint	Lease-REPAIR & MAINTENAN	001-4321-4841	37.75
ENTERPRISE FM TRUST	2661	PCT 1 Constable Lease	Vehicle Leases	001-4321-4851	1,205.02
				Department 4321 - CONSTABLES - PCT 1 Total:	1,762.76

Department : 4322 - CONSTABLES - PCT 2

ENTERPRISE FM TRUST	2661	PCT 2 Constable Lease Maint	Lease-REPAIR & MAINTENAN	001-4322-4841	62.50
ENTERPRISE FM TRUST	2661	PCT 2 Constable Lease	Vehicle Leases	001-4322-4851	2,478.77
OFFICE DEPOT	135965411001	PCT 2 Office Depot Supplies	OFFICE SUPPLIES	001-4322-3110	249.98

Expense Approval Register

Packet: APPKT04695 - 11/24/2020 A/P RUN W/PO'S

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
OFFICE DEPOT	135987719001	PCT 2 Office Depot Supplies	OFFICE SUPPLIES	001-4322-3110	779.99
OFFICE DEPOT	135987721001	PCT 2 Office Depot Supplies	OFFICE SUPPLIES	001-4322-3110	499.99
OFFICE DEPOT	135987722001	PCT 2 Office Depot Supplies	OFFICE SUPPLIES	001-4322-3110	233.15
Department 4322 - CONSTABLES - PCT 2 Total:					4,304.38
Department : 4323 - CONSTABLES - PCT 3					
ENTERPRISE FM TRUST	2661	PCT 3 Constable Lease Maint	Lease-REPAIR & MAINTENAN	001-4323-4841	16.00
ENTERPRISE FM TRUST	2661	PCT 3 Constable Lease	Vehicle Leases	001-4323-4851	2,448.84
Department 4323 - CONSTABLES - PCT 3 Total:					2,464.84
Department : 4324 - CONSTABLES - PCT 4					
ENTERPRISE FM TRUST	2661	PCT 4 Constable Lease Maint	Lease-REPAIR & MAINTENAN	001-4324-4841	16.00
ENTERPRISE FM TRUST	2661	PCT 4 Constable Lease	Vehicle Leases	001-4324-4851	2,463.46
Department 4324 - CONSTABLES - PCT 4 Total:					2,479.46
Department : 6510 - NON-DEPARTMENTAL					
QUADIANT LEASING USA, IN	N8530010	Blanket PO for Quadiant	RENTALS	001-6510-4610	322.30
DOUCET & ASSOCIATES, INC	2009063	Engineer Services 2 year con	PROFESSIONAL SERVICES	001-6510-4110	10,287.70
CAPITAL MORTUARY SERVICE	PERRY G	PERRY, GARY / DOD: 10/22/	AUTOPSY	001-6510-4123	550.00
CHARLES E. LAURENCE, M.D.	68362	Medical Director	MEDICAL DIRECTOR	001-6510-4100	1,000.00
LEGENDS TRI-COUNTY FUNE	2020/171	TERRIN ALLAN SOLBRIG DOT	AUTOPSY	001-6510-4123	345.00
SWAGIT PRODUCTIONS, LLC	16332	monthly Commissioners Cou	PROFESSIONAL SERVICES	001-6510-4110	783.00
CHARTER COMMUNICATION	0000426100820	Telephone Service	Telephone	001-6510-4420	4,711.74
CHARTER COMMUNICATION	0000426100820	Internet Service	FAX & INTERNET	001-6510-4425	6,997.84
RICOH USA, INC.	104227670	Ricoh Blanket PO	RENTALS	001-6510-4610	888.28
XEROX CORPORATION	2308595	Lease Payment Blanket PO	RENTALS	001-6510-4610	1,165.89
EWEAC	11012020	EWEAC Services 9-22 to oct.	PROFESSIONAL SERVICES	001-6510-4110	4,900.00
CHARLES E. LAURENCE, M.D.	68363	Medical Director	MEDICAL DIRECTOR	001-6510-4100	1,000.00
TEXAS ASSOCIATION OF COU	NRCN-30609-WC1	Worker's Compensation FY 2	WORKERS' COMP.	001-6510-2040	42,493.00
CALDWELL COUNTY TAX ASS	9021477	VIN # ENDS W/5982 TAG # 9	County Fleet-Tags-Titles	001-6510-4853	7.50
CALDWELL COUNTY TAX ASS	91144199	VIN # ENDS W/0068 TAG # 9	County Fleet-Tags-Titles	001-6510-4853	7.50
CALDWELL COUNTY TAX ASS	91144200	VIN # ENDS W/0315 TAG # 9	County Fleet-Tags-Titles	001-6510-4853	7.50
CALDWELL COUNTY TAX ASS	1088157	VIN # ENDS W/ 6533 TAG # 1	County Fleet-Tags-Titles	001-6510-4853	7.50
CALDWELL COUNTY TAX ASS	1088160	VIN # ENDS W/6305 TAG # 1	County Fleet-Tags-Titles	001-6510-4853	7.50
CALDWELL COUNTY TAX ASS	1088169	VIN # ENDS W/8695 TAG # 1	County Fleet-Tags-Titles	001-6510-4853	7.50
CALDWELL COUNTY TAX ASS	1110364	VIN # ENDS W/5051 TAG # 1	County Fleet-Tags-Titles	001-6510-4853	7.50
CALDWELL COUNTY TAX ASS	1110365	VIN # ENDS W/5052 TAG # 1	County Fleet-Tags-Titles	001-6510-4853	7.50
CALDWELL COUNTY TAX ASS	1110366	VIN # ENDS W/5053 TAG # 1	County Fleet-Tags-Titles	001-6510-4853	7.50
CALDWELL COUNTY TAX ASS	1176250	VIN # ENDS W/ 7961 TAG # 1	County Fleet-Tags-Titles	001-6510-4853	7.50
CALDWELL COUNTY TAX ASS	1176251	VIN # ENDS W/ 7959 TAG # 1	County Fleet-Tags-Titles	001-6510-4853	7.50
CALDWELL COUNTY TAX ASS	1176252	VIN # ENDS W/7960 TAG # 1	County Fleet-Tags-Titles	001-6510-4853	7.50
CALDWELL COUNTY TAX ASS	1176253	VIN # ENDS W/7962 TAG # 1	County Fleet-Tags-Titles	001-6510-4853	7.50
CALDWELL COUNTY TAX ASS	1285516	VIN # ENDS W/ 0626 TAG # 1	County Fleet-Tags-Titles	001-6510-4853	7.50
CALDWELL COUNTY TAX ASS	1285517	VIN # ENDS W/0997 TAG # 1	County Fleet-Tags-Titles	001-6510-4853	7.50
CALDWELL COUNTY TAX ASS	1285520	VIN # ENDS W/ 6404 TAG # 1	County Fleet-Tags-Titles	001-6510-4853	7.50
ENTERPRISE FM TRUST	2661	Caldwell County Courthouse	Vehicle Leases	001-6510-4851	605.65
CALDWELL COUNTY TAX ASS	9021482	VIN # ENDS W/ 5000 TAG # 9	County Fleet-Tags-Titles	001-6510-4853	7.50
CALDWELL COUNTY TAX ASS	AG80169	VIN # ENDS W/9531 TAG # A	County Fleet-Tags-Titles	001-6510-4853	7.50
CALDWELL COUNTY TAX ASS	AX09408	VIN # ENDS W/2712 TAG # A	County Fleet-Tags-Titles	001-6510-4853	7.50
CARD SERVICE CENTER	CID00090002	SAMS Acct Registration	DONATIONS	001-6510-3200	599.00
Department 6510 - NON-DEPARTMENTAL Total:					76,791.90
Department : 6520 - BUILDING MAINTENANCE					
CINTAS CORPORATION #86	4064468835	SOLD TO # 13228013 PAYER	UNIFORMS	001-6520-3140	97.27
SMITH SUPPLY CO.- LOCKHA	871494	CUT VINE & STUMP KLR CON	REPAIRS & MAINTENANCE	001-6520-4510	69.90
LOCKHART HARDWARE	34763 /1	CUST # 11239 PVC PIPE SCH	JUDICIAL CENTER-LOCKHART	001-6520-3550	20.13
LOCKHART HARDWARE	34765 /1	CUST # 11239 CM SOCKET 1	BUILDING MAINTENANCE-LO	001-6520-3600	28.98
OFFICE DEPOT	131785584001	ACCT # 43682634 TISSUE, BA	OPERATING SUPPLIES	001-6520-3130	1,779.50
LOCKHART HARDWARE	34788 /1	CUST # 11239 EZ-START TAP	BUILDING MAINTENANCE-LO	001-6520-3600	16.98
LOCKHART HARDWARE	34796 /1	CUST # 11239 REGULATOR B	JP3 SIMON BUILDING-MAXW	001-6520-3500	30.58
CINTAS CORPORATION #86	4065154523	SOLD TO # 13228013 PAYER	UNIFORMS	001-6520-3140	97.27
LOCKHART HARDWARE	34816 /1	CUST # 11239 GFI RECPT W/	CALDWELL CO. COURTHOUS	001-6520-5120	50.75
SMITH SUPPLY CO.- LOCKHA	872331	DURACELL C 2 PACK	REPAIRS & MAINTENANCE	001-6520-4510	11.90

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
JOHN DEERE FINANCIAL	2010-128446	ACCT # 1-99 CABLE BNC BLK	SLATER BUILDING-LULING	001-6520-3570	26.97
LOCKHART HARDWARE	34845 /1	CUST # 11239 REDC COUPL 1	UNIT ROAD/SANITION	001-6520-3620	33.55
LOCKHART HARDWARE	34848 /1	CUST # 11239 DUPLEX RECE	SLATER BUILDING-LULING	001-6520-3570	16.52
LOCKHART HARDWARE	34849 /1	CUST # 11239 PUSH ELBOW	UNIT ROAD/SANITION	001-6520-3620	6.59
LOCKHART HARDWARE	34850 /1	CUST # 11239 CABLE MC12-	SLATER BUILDING-LULING	001-6520-3570	59.99
LOCKHART HARDWARE	34855 /1	CUST # 11239 HOSE BARB 1/	UNIT ROAD/SANITION	001-6520-3620	6.76
GA POWERS	43858	A-42-A 1GPF URINIAL KIT	L.W.SCOTT ANNEX-LOCKHAR	001-6520-3540	475.55
JOHN DEERE FINANCIAL	2010-130272	ACCT # 1-99 20V MAX JS BLU	REPAIRS & MAINTENANCE	001-6520-4510	109.99
LOCKHART HARDWARE	34875 /1	CUST # 11239 SCREWS, NUT	REPAIRS & MAINTENANCE	001-6520-4510	24.61
SMITH SUPPLY CO.- LOCKHA	872874	WATER HEATER CONNECTOR	L.W.SCOTT ANNEX-LOCKHAR	001-6520-3540	33.00
LOCKHART HARDWARE	34893 /1	CUST # 11239 TARP POLY BL	REPAIRS & MAINTENANCE	001-6520-4510	82.57
COTHRON'S SAFE & LOCK	1245600	CUST # CALD119 SERVICE FE	CALDWELL CO. COURTHOUS	001-6520-5120	290.00
THYSSENKRUPP ELEVATOR	3005585470	Blanket PO THYELE Elevator	CALDWELL CO. COURTHOUS	001-6520-5120	988.95
CARD SERVICE CENTER	112020	ACCT # ENDS W/1237	OPERATING SUPPLIES	001-6520-3130	230.00
CARD SERVICE CENTER	112020	ACCT # ENDS W/1237	OPERATING SUPPLIES	001-6520-3130	53.10
CARD SERVICE CENTER	112020	ACCT # ENDS W/1237	OPERATING SUPPLIES	001-6520-3130	86.32
CARD SERVICE CENTER	112020	ACCT # ENDS W/1237	OPERATING SUPPLIES	001-6520-3130	258.91
CARD SERVICE CENTER	112020	ACCT # ENDS W/1237	REPAIRS & MAINTENANCE	001-6520-4510	26.39
SMITH SUPPLY CO.- LOCKHA	873515	PROPANE TORCH KIT - ALL P	UNIT ROAD/SANITION	001-6520-3620	79.95
ENTERPRISE FM TRUST	2661	Building Maintenance Lease	Vehicle Leases	001-6520-4851	1,817.94
Department 6520 - BUILDING MAINTENANCE Total:					6,910.92

Department : 6550 - ELECTIONS

FIRST NET BUILT WITH AT&T	287301244412X11032020	Blanket PO for Hotspots Elec	MACHINERY AND EQUIPMEN	001-6550-5310	1,623.63
JENNIFER HELLUMS	11032020	HOURS + TRAINING + DELIVE	DELIVERY FEE	001-6550-1116	25.00
RANDOLPH FLORES	11032020	HOURS + TRAINING + DELIVE	DELIVERY FEE	001-6550-1116	25.00
GEORGIANN MATTHEWS	11032020	HOURS + TRAINING	DELIVERY FEE	001-6550-1116	25.00
CAROL MARTIN	11032020	HOURS + TRAINING + DELIVE	DELIVERY FEE	001-6550-1116	12.50
STEVE CASILLAS	11032020	HOURS + TRAINING + DELIVE	DELIVERY FEE	001-6550-1116	12.50
SUSAN E. BLAIR	11032020	HOURS + TRAINING + DELIVE	DELIVERY FEE	001-6550-1116	25.00
JARRETT L. COCHRAN	11032020	HOURS + TRAINING + DELIVE	DELIVERY FEE	001-6550-1116	25.00
KAREN COCHRAN	11032020	HOURS + TRAINING + DELIVE	DELIVERY FEE	001-6550-1116	25.00
MARY ALICE LLANAS	11032020	HOURS + TRAINING + DELIVE	DELIVERY FEE	001-6550-1116	25.00
ROBERT PURCELL	11032020	HOURS + TRAINING + DELIVE	DELIVERY FEE	001-6550-1116	25.00
SUZANNE RIVAS	11032020	HOURS + TRAINING + DELIVE	DELIVERY FEE	001-6550-1116	25.00
KATHERINE GLAZE	11032020	HOURS + TRAINING + DELIVE	DELIVERY FEE	001-6550-1116	25.00
JAMES WYGART	11032020	HOURS + TRAINING	Temp Election Workers-non-	001-6550-3010	170.50
MELANIE RENECKER	11032020	HOURS + TRAINING	Temp Election Workers-non-	001-6550-3010	139.50
LONI KAY EDWARDS	11032020	HOURS + TRAINING	Temp Election Workers-non-	001-6550-3010	128.25
THOMAS HENDERSON	11032020	HOURS + TRAINING	Temp Election Workers-non-	001-6550-3010	128.25
RANDOLPH FLORES	11032020	HOURS + TRAINING + DELIVE	Temp Election Workers-non-	001-6550-3010	170.50
PATRICIA L. BASSETT	11032020	HOURS	Temp Election Workers-non-	001-6550-3010	207.00
SUSAN E. BLAIR	11032020	HOURS + TRAINING + DELIVE	Temp Election Workers-non-	001-6550-3010	156.75
MARILYN WILLIAMS	11032020	HOURS + TRAINING	Temp Election Workers-non-	001-6550-3010	128.25
WILLIAM WATSON	11032020	HOURS + TRAINING	Temp Election Workers-non-	001-6550-3010	153.00
GILBERT GUERRERO	11032020	HOURS + TRAINING	Temp Election Workers-non-	001-6550-3010	176.00
FRED VILLANUEVA	11032020	HOURS + TRAINING	Temp Election Workers-non-	001-6550-3010	135.00
IMELDA MARRERO	11032020	HOURS + TRAINING	Temp Election Workers-non-	001-6550-3010	170.50
KANA HARRIS	11032020	HOURS + TRAINING	Temp Election Workers-non-	001-6550-3010	121.50
DONNA FOGLE	11032020	HOURS + TRAINING	Temp Election Workers-non-	001-6550-3010	126.00
JENNIFER HELLUMS	11032020	HOURS + TRAINING + DELIVE	Temp Election Workers-non-	001-6550-3010	165.00
ROSE FURST	11032020	HOURS + TRAINING	Temp Election Workers-non-	001-6550-3010	181.50
GREGORY B. HANNA	11032020	HOURS	Temp Election Workers-non-	001-6550-3010	207.00
THOMAS C. HANSON	11032020	HOURS	Temp Election Workers-non-	001-6550-3010	207.00
RICHARD SALISBURY	11032020	HOURS	Temp Election Workers-non-	001-6550-3010	207.00
ROBERT DAVID GRATZ	11032020	HOURS	Temp Election Workers-non-	001-6550-3010	308.00
BYRON HAMILTON SMITH	11032020	HOURS	Temp Election Workers-non-	001-6550-3010	170.00
VENESSA GUTIERREZ	11032020	HOURS	Temp Election Workers-non-	001-6550-3010	253.00
KATHY HAIGLER	11032020	HOURS	Temp Election Workers-non-	001-6550-3010	171.00
TROY O. SWIFT	11032020	HOURS + TRAINING	Temp Election Workers-non-	001-6550-3010	253.00
TINA FREEMAN	11032020	HOURS + TRAINING	Temp Election Workers-non-	001-6550-3010	126.00

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
REBECCA ALLEN	11032020	HOURS + TRAINING	Temp Election Workers-non-	001-6550-3010	123.75
JOHN BENJAMIN SPARKS	11032020	HOURS + TRAINING	Temp Election Workers-non-	001-6550-3010	123.75
STEPHANIE MCKEE	11032020	HOURS + TRAINING	Temp Election Workers-non-	001-6550-3010	123.75
KATHERINE STANLEY	11032020	HOURS + TRAINING	Temp Election Workers-non-	001-6550-3010	130.50
MARY MAGANA	11032020	HOURS + TRAINING	Temp Election Workers-non-	001-6550-3010	130.50
TIM AULD	11032020	HOURS + TRAINING	Temp Election Workers-non-	001-6550-3010	130.50
VIRGINIA HARRIET ALLEN	11032020	HOURS	Temp Election Workers-non-	001-6550-3010	166.50
NELL MCCLINTON	11032020	HOURS + TRAINING	Temp Election Workers-non-	001-6550-3010	144.00
JOHN M. BAKER	11032020	HOURS + TRAINING	Temp Election Workers-non-	001-6550-3010	154.00
EMILIO GONZALES	11032020	HOURS + TRAINING	Temp Election Workers-non-	001-6550-3010	154.00
KIMBERLY DANIEL	11032020	HOURS + TRAINING	Temp Election Workers-non-	001-6550-3010	156.75
CAROL MARTIN	11032020	HOURS + TRAINING + DELIVE	Temp Election Workers-non-	001-6550-3010	183.00
JAMES CHAMBERS	11032020	HOURS + TRAINING	Temp Election Workers-non-	001-6550-3010	126.00
SARA BARR	11032020	HOURS + TRAINING	Temp Election Workers-non-	001-6550-3010	159.50
JARRETT L. COCHRAN	11032020	HOURS + TRAINING	Temp Election Workers-non-	001-6550-3010	162.25
KAREN COCHRAN	11032020	HOURS + TRAINING + DELIVE	Temp Election Workers-non-	001-6550-3010	159.50
LILLIE HORTON	11032020	HOURS + TRAINING	Temp Election Workers-non-	001-6550-3010	128.25
SUZANNE RIVAS	11032020	HOURS + TRAINING + DELIVE	Temp Election Workers-non-	001-6550-3010	154.00
SANDY JONES	11032020	HOURS + TRAINING	Temp Election Workers-non-	001-6550-3010	162.25
RITA G. MOORE	11032020	HOURS + TRAINING	Temp Election Workers-non-	001-6550-3010	126.00
OLIVIA GARCIA	11032020	HOURS + TRAINING	Temp Election Workers-non-	001-6550-3010	128.25
SUSANA M. OLSON	11032020	HOURS + TRAINING	Temp Election Workers-non-	001-6550-3010	119.25
BROOK N VALLEJO	11032020	HOURS + TRAINING	Temp Election Workers-non-	001-6550-3010	126.00
CHRIS ST. LEGER	11032020	HOURS + TRAINING	Temp Election Workers-non-	001-6550-3010	121.50
MARY ESTER CASTRO	11032020	HOURS + TRAINING	Temp Election Workers-non-	001-6550-3010	121.50
KATHERINE GLAZE	11032020	HOURS + TRAINING + DELIVE	Temp Election Workers-non-	001-6550-3010	154.00
EVANGELINA GARCIA	11032020	HOURS + TRAINING	Temp Election Workers-non-	001-6550-3010	126.00
MARISA LIBSTAFF	11032020	HOURS + TRAINING	Temp Election Workers-non-	001-6550-3010	126.00
DAVID A. TSCHIRHART	11032020	HOURS + TRAINING	Temp Election Workers-non-	001-6550-3010	126.00
ROBERT PURCELL	11032020	HOURS + TRAINING + DELIVE	Temp Election Workers-non-	001-6550-3010	162.25
RHONDA HUNNICUTT	11032020	HOURS + TRAINING	Temp Election Workers-non-	001-6550-3010	135.00
CYNTHIA JOHNSON	11032020	HOURS + TRAINING	Temp Election Workers-non-	001-6550-3010	130.50
MARY ALICE LLANAS	11032020	HOURS + TRAINING + DELIVE	Temp Election Workers-non-	001-6550-3010	170.50
GEORGIANN MATTHEWS	11032020	HOURS + TRAINING	Temp Election Workers-non-	001-6550-3010	187.00
FRANK D. SCHULTZ	11032020	HOURS + TRAINING	Temp Election Workers-non-	001-6550-3010	128.25
OLGA DELGADO	11032020	HOURS + TRAINING	Temp Election Workers-non-	001-6550-3010	126.00
STEVE CASILLAS	11032020	HOURS + TRAINING + DELIVE	Temp Election Workers-non-	001-6550-3010	183.00
PHILLIP L COYLE	11032020	HOURS + TRAINING	Temp Election Workers-non-	001-6550-3010	128.25
JON REYES	11032020	HOURS + TRAINING	Temp Election Workers-non-	001-6550-3010	126.00
HEIDI HODGE	11032020	HOURS + TRAINING	Temp Election Workers-non-	001-6550-3010	135.00
DENNIS HEIDEMAN	11032020	HOURS + TRAINING	Temp Election Workers-non-	001-6550-3010	128.25
HARRIET GROGAN	11032020	HOURS + TRAINING	Temp Election Workers-non-	001-6550-3010	162.25
LAURA A. RICHEY	11032020	HOURS + TRAINING	Temp Election Workers-non-	001-6550-3010	135.00
CANDY RAYOS	11032020	HOURS + TRAINING	Temp Election Workers-non-	001-6550-3010	128.25
GUADALUPE ANCIRA	11032020	HOURS + TRAINING	Temp Election Workers-non-	001-6550-3010	128.25
ANDI ST. LEGER	11032020	HOURS + TRAINING	Temp Election Workers-non-	001-6550-3010	154.00
MARISA LIBSTAFF	11032020	HOURS + TRAINING	TRAINING	001-6550-4810	25.00
JON REYES	11032020	HOURS + TRAINING	TRAINING	001-6550-4810	25.00
EVANGELINA GARCIA	11032020	HOURS + TRAINING	TRAINING	001-6550-4810	25.00
SUZANNE RIVAS	11032020	HOURS + TRAINING + DELIVE	TRAINING	001-6550-4810	25.00
CYNTHIA JOHNSON	11032020	HOURS + TRAINING	TRAINING	001-6550-4810	25.00
JOHN M. BAKER	11032020	HOURS + TRAINING	TRAINING	001-6550-4810	25.00
BROOK N VALLEJO	11032020	HOURS + TRAINING	TRAINING	001-6550-4810	25.00
RITA G. MOORE	11032020	HOURS + TRAINING	TRAINING	001-6550-4810	25.00
EMILIO GONZALES	11032020	HOURS + TRAINING	TRAINING	001-6550-4810	25.00
SARA BARR	11032020	HOURS + TRAINING	TRAINING	001-6550-4810	25.00
JAMES CHAMBERS	11032020	HOURS + TRAINING	TRAINING	001-6550-4810	25.00
DAVID A. TSCHIRHART	11032020	HOURS + TRAINING	TRAINING	001-6550-4810	25.00
ROBERT PURCELL	11032020	HOURS + TRAINING + DELIVE	TRAINING	001-6550-4810	25.00
HARRIET GROGAN	11032020	HOURS + TRAINING	TRAINING	001-6550-4810	25.00

Expense Approval Register

Packet: APPKT04695 - 11/24/2020 A/P RUN W/PO'S

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
DENNIS HEIDEMAN	11032020	HOURS + TRAINING	TRAINING	001-6550-4810	25.00
PHILLIP L COYLE	11032020	HOURS + TRAINING	TRAINING	001-6550-4810	25.00
FRANK D. SCHULTZ	11032020	HOURS + TRAINING	TRAINING	001-6550-4810	25.00
GEORGIANN MATTHEWS	11032020	HOURS + TRAINING	TRAINING	001-6550-4810	25.00
RHONDA HUNNICUTT	11032020	HOURS + TRAINING	TRAINING	001-6550-4810	25.00
KATHERINE GLAZE	11032020	HOURS + TRAINING + DELIVE	TRAINING	001-6550-4810	25.00
NELL MCCLINTON	11032020	HOURS + TRAINING	TRAINING	001-6550-4810	25.00
MARY ESTER CASTRO	11032020	HOURS + TRAINING	TRAINING	001-6550-4810	25.00
DONNA FOGLE	11032020	HOURS + TRAINING	TRAINING	001-6550-4810	25.00
CHRIS ST. LEGER	11032020	HOURS + TRAINING	TRAINING	001-6550-4810	25.00
MARY MAGANA	11032020	HOURS + TRAINING	TRAINING	001-6550-4810	25.00
TIM AULD	11032020	HOURS + TRAINING	TRAINING	001-6550-4810	25.00
OLIVIA GARCIA	11032020	HOURS + TRAINING	TRAINING	001-6550-4810	25.00
JENNIFER HELSUMS	11032020	HOURS + TRAINING + DELIVE	TRAINING	001-6550-4810	25.00
SANDY JONES	11032020	HOURS + TRAINING	TRAINING	001-6550-4810	25.00
RANDOLPH FLORES	11032020	HOURS + TRAINING + DELIVE	TRAINING	001-6550-4810	25.00
JARRETT L. COCHRAN	11032020	HOURS + TRAINING + DELIVE	TRAINING	001-6550-4810	25.00
JAMES WYGART	11032020	HOURS + TRAINING	TRAINING	001-6550-4810	25.00
MELANIE RENECKER	11032020	HOURS + TRAINING	TRAINING	001-6550-4810	25.00
CAROL MARTIN	11032020	HOURS + TRAINING + DELIVE	TRAINING	001-6550-4810	25.00
KATHERINE STANLEY	11032020	HOURS + TRAINING	TRAINING	001-6550-4810	25.00
LONI KAY EDWARDS	11032020	HOURS + TRAINING	TRAINING	001-6550-4810	25.00
SUSAN E. BLAIR	11032020	HOURS + TRAINING + DELIVE	TRAINING	001-6550-4810	25.00
LAURA A. RICHEY	11032020	HOURS + TRAINING	TRAINING	001-6550-4810	25.00
MARILYN WILLIAMS	11032020	HOURS + TRAINING	TRAINING	001-6550-4810	25.00
WILLIAM WATSON	11032020	HOURS + TRAINING	TRAINING	001-6550-4810	25.00
HEIDI HODGE	11032020	HOURS + TRAINING	TRAINING	001-6550-4810	25.00
GILBERT GUERRERO	11032020	HOURS + TRAINING	TRAINING	001-6550-4810	25.00
FRED VILLANUEVA	11032020	HOURS + TRAINING	TRAINING	001-6550-4810	25.00
OLGA DELGADO	11032020	HOURS + TRAINING	TRAINING	001-6550-4810	25.00
IMELDA MARRERO	11032020	HOURS + TRAINING	TRAINING	001-6550-4810	25.00
KANA HARRIS	11032020	HOURS + TRAINING	TRAINING	001-6550-4810	25.00
MARY ALICE LLANAS	11032020	HOURS + TRAINING + DELIVE	TRAINING	001-6550-4810	25.00
STEVE CASILLAS	11032020	HOURS + TRAINING + DELIVE	TRAINING	001-6550-4810	25.00
STEPHANIE MCKEE	11032020	HOURS + TRAINING	TRAINING	001-6550-4810	25.00
THOMAS HENDERSON	11032020	HOURS + TRAINING	TRAINING	001-6550-4810	25.00
JOHN BENJAMIN SPARKS	11032020	HOURS + TRAINING	TRAINING	001-6550-4810	25.00
REBECCA ALLEN	11032020	HOURS + TRAINING	TRAINING	001-6550-4810	25.00
SUSANA M. OLSON	11032020	HOURS + TRAINING	TRAINING	001-6550-4810	25.00
KAREN COCHRAN	11032020	HOURS + TRAINING + DELIVE	TRAINING	001-6550-4810	25.00
KIMBERLY DANIEL	11032020	HOURS + TRAINING	TRAINING	001-6550-4810	25.00
CANDY RAYOS	11032020	HOURS + TRAINING	TRAINING	001-6550-4810	25.00
GUADALUPE ANCIRA	11032020	HOURS + TRAINING	TRAINING	001-6550-4810	25.00
TINA FREEMAN	11032020	HOURS + TRAINING	TRAINING	001-6550-4810	25.00
LILLIE HORTON	11032020	HOURS + TRAINING	TRAINING	001-6550-4810	25.00
ANDI ST. LEGER	11032020	HOURS + TRAINING	TRAINING	001-6550-4810	25.00
ROSE FURST	11032020	HOURS + TRAINING	TRAINING	001-6550-4810	25.00
TIMOTHY JUAREZ	110322020	HOURS + TRAINING + DELIVE	DELIVERY FEE	001-6550-1116	25.00
TIMOTHY JUAREZ	110322020	HOURS + TRAINING + DELIVE	Temp Election Workers-non-	001-6550-3010	156.75
TIMOTHY JUAREZ	110322020	HOURS + TRAINING + DELIVE	TRAINING	001-6550-4810	25.00
VENESSA GUTIERREZ	11092020	HOURS FOR 11/09/20	Temp Election Workers-non-	001-6550-3010	93.50
VIRGINIA HARRIET ALLEN	11092020	HOURS FOR 11/09/2020	Temp Election Workers-non-	001-6550-3010	40.50
PATRICIA L. BASSETT	11092020	HOURS FOR 11/09/20	Temp Election Workers-non-	001-6550-3010	40.50
JERRY L. COOKE	11092020	HOURS FOR 11/09/20	Temp Election Workers-non-	001-6550-3010	40.50
ROBERT DAVID GRATZ	11092020	HOURS FOR 11/09/20	Temp Election Workers-non-	001-6550-3010	49.50
TROY O. SWIFT	11092020	HOURS FOR 11/09/2020	Temp Election Workers-non-	001-6550-3010	49.50
KATHY HAIGLER	11092020	HOURS FOR 11/09/2020	Temp Election Workers-non-	001-6550-3010	40.50
GREGORY B. HANNA	11092020	HOURS FOR 11/09/20	Temp Election Workers-non-	001-6550-3010	40.50
THOMAS C. HANSON	11092020	HOURS FOR 11/09/2020	Temp Election Workers-non-	001-6550-3010	40.50
RICHARD SALISBURY	11092020	HOURS FOR 11/09/2020	Temp Election Workers-non-	001-6550-3010	40.50

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Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
JERRY L. COOKE	11092020	HOURS FOR 11/09/20	Temp Election Workers-non-	001-6550-3010	207.00
BRENDA J BARKER	11032020	HOURS + TRAINING	Temp Election Workers-non-	001-6550-3010	126.00
BRENDA J BARKER	11032020	HOURS + TRAINING	TRAINING	001-6550-4810	25.00
CARD SERVICE CENTER	112020	ACCT # ENDS W/1237	RENTALS	001-6550-4610	152.46
CARD SERVICE CENTER	112020	ACCT # ENDS W/1237	RENTALS	001-6550-4610	154.45
CARD SERVICE CENTER	112020	ACCT # ENDS W/1237	RENTALS	001-6550-4610	47.00
ANNA PRUSAITIS YBARRA	11032020	HOURS + TRAINING	DELIVERY FEE	001-6550-1116	25.00
CHRISTINE LEVERMANN	11032020	HOURS + TRAINING 2020	Temp Election Workers-non-	001-6550-3010	135.00
DEVIN BENOIT	11032020	HOURS + TRAINING 2020	Temp Election Workers-non-	001-6550-3010	135.00
SARAH WEBER	11032020	HOURS + TRAINING FOR 202	Temp Election Workers-non-	001-6550-3010	110.25
ANNA PRUSAITIS YBARRA	11032020	HOURS + TRAINING	Temp Election Workers-non-	001-6550-3010	162.25
MACKINZEE GRIEBEL	11032020	HOURS + TRAINING FOR 202	Temp Election Workers-non-	001-6550-3010	121.50
AMBER BRASHEARS	11032020	HOURS + TRAINING FOR 202	Temp Election Workers-non-	001-6550-3010	162.25
MELANIE RABALAIS	11032020	HOURS + TRAINING FOR 202	Temp Election Workers-non-	001-6550-3010	121.50
ANNA PRUSAITIS YBARRA	11032020	HOURS + TRAINING	TRAINING	001-6550-4810	25.00
TERI L. BLACK	11032020	TRAINING FOR ELECTION 20	TRAINING	001-6550-4810	25.00
LUZ RILEY	11032020	TRAINING	TRAINING	001-6550-4810	25.00
JUANITA PERALES	11032020	TRAINING FOR 2020	TRAINING	001-6550-4810	25.00
MARY VICKY GONZALES	11032020	TRAINING FOR 2020	TRAINING	001-6550-4810	25.00
AUDREY A. WALTER	11032020	TRAINING FOR 2020	TRAINING	001-6550-4810	25.00
CHRISTINE LEVERMANN	11032020	HOURS + TRAINING 2020	TRAINING	001-6550-4810	25.00
JOHNNY LEE SPRIGGS	11032020	TRAINING FOR 2020	TRAINING	001-6550-4810	25.00
MELANIE RABALAIS	11032020	HOURS + TRAINING FOR 202	TRAINING	001-6550-4810	25.00
AMBER BRASHEARS	11032020	HOURS + TRAINING FOR 202	TRAINING	001-6550-4810	25.00
MACKINZEE GRIEBEL	11032020	HOURS + TRAINING FOR 202	TRAINING	001-6550-4810	25.00
SARAH WEBER	11032020	HOURS + TRAINING FOR 202	TRAINING	001-6550-4810	25.00
DEVIN BENOIT	11032020	HOURS + TRAINING 2020	TRAINING	001-6550-4810	25.00
HILDA G. WILT	11032020	TRAINING FOR 2020	TRAINING	001-6550-4810	25.00
PAMELA OHLENDORF	11092020	FOOD FOR VOLUNTEERS DU	Ballot Supplies	001-6550-3115	132.08
VISTA SOLUTIONS, LP	10679	invoice 10679	REPAIRS & MAINTENANCE	001-6550-4510	600.00
VISTA SOLUTIONS, LP	10679	invoice 10663	REPAIRS & MAINTENANCE	001-6550-4510	1,450.00
LOCKHART POST REGISTER	00090437	Elections Advertisement	ADVERTISING AND LEGAL N	001-6550-4310	555.75
ELECTION SYSTEMS & SOFT	1156015	Ballots	Ballot Supplies	001-6550-3115	4,448.01
Department 6550 - ELECTIONS Total:					24,181.38
Department : 6560 - COMMISSIONERS COURT					
LEXISNEXIS RISK DATA MANA	1623451-20201031	Deceased Background Check	DUES & SUBSCRIPTIONS	001-6560-3050	50.00
TEXAS ASSOCIATION OF COU	304778	MEMBER ID: 245523 2/17 -	TRAINING	001-6560-4810	125.00
CARD SERVICE CENTER	112020	ACCT # ENDS W/1237	TRAINING	001-6560-4810	1,125.00
ESMERALDA CHAN	102020	TRAVEL 9/2020 - 10/2020	TRAINING	001-6560-4810	13.80
Department 6560 - COMMISSIONERS COURT Total:					1,313.80
Department : 6570 - VETERAN SERVICE OFFICER					
PRINTING SOLUTIONS	23944	PAPER 80# NATURAL LINEN C	OFFICE SUPPLIES	001-6570-3110	19.38
AL DOS SANTOS	11092020	NATIONAL ASSOCIATION OF	TRAINING	001-6570-4810	150.00
Department 6570 - VETERAN SERVICE OFFICER Total:					169.38
Department : 6590 - PURCHASING					
OFFICE DEPOT	131067931001	ACCT # 43682634 CLIP, BIND	OFFICE SUPPLIES	001-6590-3110	263.49
OFFICE DEPOT	131067931002	ACCT # 43682634 PEN, RETR	OFFICE SUPPLIES	001-6590-3110	9.09
LOCKHART POST REGISTER	00090571	10/08 & 15/20 RFB 20CCP06	ADVERTISING	001-6590-4310	17.00
OFFICE DEPOT	131699765001	ACCT # 43682634 CLIPS, PPR	OFFICE SUPPLIES	001-6590-3110	1.37
OFFICE DEPOT	134779887001	ACCT # 43682634 7.3 CUFT R	OFFICE SUPPLIES	001-6590-3110	310.99
Department 6590 - PURCHASING Total:					601.94
Department : 6630 - GRANT WRITING/ADMIN					
DEWITT POTHS & SON	623333-0	ACCT # 12430 CALC, PRT, 12	OFFICE SUPPLIES	001-6630-3110	379.61
Department 6630 - GRANT WRITING/ADMIN Total:					379.61
Department : 6640 - CODE INVESTIGATOR					
ENTERPRISE FM TRUST	2661	Code Enforcement Lease	Vehicle Leases	001-6640-4851	661.79
T7 ENTERPRISES, LLC	9559	60 PASSENGER/LIGHT TRUCK	DISPOSAL FEES	001-6640-3151	216.00
Department 6640 - CODE INVESTIGATOR Total:					877.79

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Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
Department : 6650 - EMERG MGNT / HOMELAND SEC					
ENTERPRISE FM TRUST	2661	Emergency Management Lea	Lease-REPAIRS & MAINTENA	001-6650-4841	6.00
ENTERPRISE FM TRUST	2661	Emergency Management Lea	Vehicle Leases	001-6650-4851	1,187.34
Department 6650 - EMERG MGNT / HOMELAND SEC Total:					1,193.34
Department : 7600 - ANIMAL CONTROL					
CITY OF LOCKHART	ASL 21-002	Blanket PO for Animal Shelte	ANIMAL CONTROL EXPENSES	001-7600-4114	974.17
Department 7600 - ANIMAL CONTROL Total:					974.17
Department : 7610 - SANITATION DEPARTMENT					
DEWITT POTH & SON	624417-0	ACCT # 12430 F;AGS. 1", 20	OFFICE SUPPLIES	001-7610-3110	90.32
Department 7610 - SANITATION DEPARTMENT Total:					90.32
Department : 7620 - COUNTY WELFARE					
CITY OF LULING EMS	102920	city of luling- EMS	LULING EMS	001-7620-4340	102,650.21
MCCURDY FUNERAL HOME	11122020	WILLARD WILLIAM MARX C	INDIGENT FUNERAL	001-7620-4320	850.00
Department 7620 - COUNTY WELFARE Total:					103,500.21
Department : 8700 - COUNTY AGENT					
RONDA LEHMAN	11022020	POSTAGE 11/02/20	POSTAGE	001-8700-3120	31.95
Department 8700 - COUNTY AGENT Total:					31.95
Fund 001 - GENERAL FUND Total:					347,654.32
Fund: 002 - UNIT ROAD FUND					
Department : 1101 - ADMINISTRATION					
HANSON EQUIPMENT	282844	# CAL001 12.4-28 TIRE REPA	TIRES	002-1101-3190	102.85
ERGON ASPHALT AND EMUL	9402369654	PROJ BID # 19CCP02B / CAL	SEAL COATING	002-1101-4630	4,059.48
CINTAS CORPORATION #86	4065794416	SOLD TO # 13232687 PAYER	UNIFORMS	002-1101-3140	340.64
CINTAS CORPORATION #86	4065794445	SOLD TO # 13232664 PAYER	UNIFORMS	002-1101-3140	288.74
CINTAS CORPORATION #86	4065794451	SOLD TO # 13228849 PAYER	UNIFORMS	002-1101-3140	333.58
CINTAS CORPORATION #86	4065794451	SOLD TO # 13228849 PAYER	UNIFORMS	002-1101-3140	-11.51
SMITH SUPPLY CO.- LOCKHA	873029	TREATED LUMBER	OPERATING SUPPLIES	002-1101-3130	365.90
SMITH SUPPLY CO.- LOCKHA	84453	HARD HAT YELLOW - FULL BR	OPERATING SUPPLIES	002-1101-3130	61.35
COLORADO MATERIALS, LTD.	300755	CUST # 1405 SEAWILLOW RD	AGGREGATE / GRAVEL	002-1101-3153	34,764.49
HOFMANN'S SUPPLY	847813	CUST # 01734 ACETYLENE S	RENTALS	002-1101-4610	103.84
GREEN PRO SOLUTIONS	18964	ACCT # 3414 MOJAVE 70 EG	OPERATING SUPPLIES	002-1101-3130	499.50
PETROLEUM TRADERS CORP	1598448	ACCT # 990644/1 ULTRA LO	FUEL	002-1101-3163	6,351.29
LOCKHART HARDWARE	34909 /1	CUST # 11239 CONN WIRE 2	OPERATING SUPPLIES	002-1101-3130	5.37
ASCENSION SETON	452484C8363	PATIENT NAMES - ORTIZ ROB	OPERATING SUPPLIES	002-1101-3130	130.00
GONZALES COUNTY WATER S	11042020	PURCHASE OF BULK WATER	OPERATING SUPPLIES	002-1101-3130	670.00
LOCKHART HARDWARE	34931 /1	CUST # 11239 30LB PROP	OPERATING SUPPLIES	002-1101-3130	22.99
CINTAS FAS LOCKBOX 63652	5039827458	CUST # 10344330 CABINET O	RENTALS	002-1101-4610	150.41
SOUTHERN TIRE MART, LLC	4650060565	CUST # 0142726 ZEEMAX TR	TIRES	002-1101-3190	516.00
DEWITT POTH & SON	624433-0	ACCT # 12430 ORGANIZER, C	OPERATING SUPPLIES	002-1101-3130	123.36
Department 1101 - ADMINISTRATION Total:					48,878.28
Department : 1102 - VEHICLE MAINTENANCE					
SEAN MATTHEW MANN	118548	ACCT # 2010 BATTERY	SUPPLIES & SMALL TOOLS	002-1102-3136	197.99
SEAN MATTHEW MANN	118562	CUST # 2010 CORE DEPOSIT	SUPPLIES & SMALL TOOLS	002-1102-3136	-18.00
SEAN MATTHEW MANN	118572	CUST # 2010 BATTERY	SUPPLIES & SMALL TOOLS	002-1102-3136	76.49
JOHN H. RODRIQUEZ, JR.	11472	20' FREIGHTLINER REPLACE	REPAIRS & MAINTENANCE	002-1102-4510	140.00
SEAN MATTHEW MANN	118708	CUST # 2010 DIESEL EXST FLD	SUPPLIES & SMALL TOOLS	002-1102-3136	367.68
ANDERSON MACHINERY CO	A49320	CUST # 473130 SOLENOID	SUPPLIES & SMALL TOOLS	002-1102-3136	789.31
ENTERPRISE FM TRUST	2661	Unit Road Lease	Vehicle Leases	002-1102-4851	3,639.92
Department 1102 - VEHICLE MAINTENANCE Total:					5,193.39
Department : 1103 - FLEET MAINTENANCE					
XL PARTS, LLC	0416TM9482	CUST # 490093 AIR FILTER	OPERATING SUPPLIES	002-1103-3135	10.51
XL PARTS, LLC	0416TM9580	CUST # 490093 AIR FILTER	OPERATING SUPPLIES	002-1103-3135	10.51
XL PARTS, LLC	0416TN0720	CUST # 490093 AIR FILTER	OPERATING SUPPLIES	002-1103-3135	16.17
CINTAS CORPORATION #86	4065794508	SOLD TO # 13228085 PAYER	UNIFORMS	002-1103-3140	87.74
SEAN MATTHEW MANN	118820	CUST # 6000 NAPA FRONT B	OPERATING SUPPLIES	002-1103-3135	371.05
Department 1103 - FLEET MAINTENANCE Total:					495.98
Fund 002 - UNIT ROAD FUND Total:					54,567.65

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Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
Fund: 005 - LAW LIBRARY FUND					
Department : 1000 - DEPARTMENTS - Header					
RELX INC. DBA LEXISNEXIS	3092946009	Lexis Nexus Blanket PO Capit	OTHER CAPITAL OUTLAY	005-1000-5910	425.00
Department 1000 - DEPARTMENTS - Header Total:					425.00
Fund 005 - LAW LIBRARY FUND Total:					425.00
Fund: 007 - CORONAVIRUS RELIEF FUND GRANT					
Department : 0000 - UNDESIGNATED					
CARD SERVICE CENTER	112020	ACCT # ENDS W/1237	PUBLIC HEALTH EXPENSES #2	007-0000-3113	19.98
FRENCH & FRENCH ENTERPR	546	Polling Location COVID 19 Cl	PUBLIC HEALTH EXPENSES #2	007-0000-3113	16,703.61
Department 0000 - UNDESIGNATED Total:					16,723.59
Fund 007 - CORONAVIRUS RELIEF FUND GRANT Total:					16,723.59
Fund: 010 - GRANT FUND - GENERAL					
Department : 4323 - CONSTABLES - PCT 3					
COLTON A. SMITH	11062020	6 ATTEMPTS TO BUY TOBACC	Operating Exp-PCT 3	010-4323-4515	120.00
Department 4323 - CONSTABLES - PCT 3 Total:					120.00
Department : 6600 - ENG. & SUBDIVISION					
COLORADO MATERIALS, LTD.	300756	CUST # 1405 SILVER MINE R	CTIF grant-Road expenses	010-6600-5163	30,831.62
Department 6600 - ENG. & SUBDIVISION Total:					30,831.62
Department : 6630 - GRANT WRITING/ADMIN					
UNITED WAY FOR GREATER A	10272020	REFUND DUE TO CENSUS PR	Events Expenses	010-6630-4851	18,244.01
Department 6630 - GRANT WRITING/ADMIN Total:					18,244.01
Department : 6640 - CODE INVESTIGATOR					
LOCKHART POST REGISTER	00090542	COMMUNITY COLLECTION E	COMMUNITY COLLECTION E	010-6640-3162	215.63
THE LULING NEWSBOY & SIG	10152020	3X6.25 AD FOR COMMUNITY	COMMUNITY COLLECTION E	010-6640-3162	108.75
Department 6640 - CODE INVESTIGATOR Total:					324.38
Fund 010 - GRANT FUND - GENERAL Total:					49,520.01
Grand Total:					468,890.57

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	347,654.32
002 - UNIT ROAD FUND	54,567.65
005 - LAW LIBRARY FUND	425.00
007 - CORONAVIRUS RELIEF FUND GRANT	16,723.59
010 - GRANT FUND - GENERAL	49,520.01
Grand Total:	468,890.57

Account Summary

Account Number	Account Name	Expense Amount
001-1281	I TICKETS - NET DATA (ne	588.00
001-2120-3110	OFFICE SUPPLIES	53.64
001-2140-3110	OFFICE SUPPLIES	209.97
001-2150-3110	OFFICE SUPPLIES	602.00
001-2150-4810	TRAINING	200.00
001-2300	DUE TO PARKS & WILDLI	446.25
001-2308	DUE TO ADR-Alternative	847.41
001-2835	DUE TO GRAVES, HUMP	5,044.61
001-2865	DUE TO STATE - FARMER	230.00
001-3200-3050	DUES & SUBSCRIPTIONS	50.00
001-3200-4315	PUBLICATIONS	454.41
001-3220-3110	OFFICE SUPPLIES	201.98
001-3220-4810	TRAINING	200.00
001-3230-3110	OFFICE SUPPLIES	65.00
001-3230-4080	ADULT - ATTY LITIGATIO	53.00
001-3230-4160	ADULT - INDIGENT ATTO	12,175.00
001-3230-4820	JUROR EXPENSE	700.00
001-3240-4080	ADULT - ATTY LITIGATIO	37.50
001-3240-4150	ADULT - EXPERT WITNES	1,250.00
001-3240-4160	ADULT - INDIGENT ATTO	4,570.00
001-3240-4180	JUVENILE - INDIGENT AT	425.00
001-3240-4189	JUVENILE - ATTY LITIGATI	225.00
001-3251-2070	EMPLOYEE BONDING	50.00
001-3251-3110	OFFICE SUPPLIES	288.41
001-3253-3110	OFFICE SUPPLIES	108.83
001-3254-3110	OFFICE SUPPLIES	36.00
001-3254-4260	TRANSPORTATION	46.81
001-4300-3130	OPERATING SUPPLIES	118.10
001-4300-4110	PROFESSIONAL SERVICE	743.03
001-4300-4510	REPAIRS & MAINTENAN	6,384.00
001-4300-4810	TRAINING	1,941.73
001-4300-4841	Lease-REPAIR & MAINT	364.24
001-4300-4851	Vehicle Leases	20,149.80
001-4310-3100	FOOD SUPPLIES	10,820.41
001-4310-3130	OPERATING SUPPLIES	2,634.14
001-4310-4110	PROFESSIONAL SERVICE	42,189.43
001-4310-4510	REPAIRS & MAINTENAN	2,545.50
001-4310-4841	Lease-REPAIR & MAINT	39.71
001-4310-4851	Vehicle Leases	2,537.26
001-4321-4510	REPAIRS & MAINTENAN	269.99
001-4321-4841	Lease-REPAIR & MAINT	37.75
001-4321-4851	Vehicle Leases	1,205.02
001-4321-5310	MACHINERY AND EQUIP	250.00
001-4322-3110	OFFICE SUPPLIES	1,763.11
001-4322-4841	Lease-REPAIR & MAINT	62.50
001-4322-4851	Vehicle Leases	2,478.77
001-4323-4841	Lease-REPAIR & MAINT	16.00
001-4323-4851	Vehicle Leases	2,448.84
001-4324-4841	Lease-REPAIR & MAINT	16.00
001-4324-4851	Vehicle Leases	2,463.46

Account Summary

Account Number	Account Name	Expense Amount
001-6510-2040	WORKERS' COMP.	42,493.00
001-6510-3200	DONATIONS	599.00
001-6510-4100	MEDICAL DIRECTOR	2,000.00
001-6510-4110	PROFESSIONAL SERVICE	15,970.70
001-6510-4123	AUTOPSY	895.00
001-6510-4420	Telephone	4,711.74
001-6510-4425	FAX & INTERNET	6,997.84
001-6510-4610	RENTALS	2,376.47
001-6510-4851	Vehicle Leases	605.65
001-6510-4853	County Fleet-Tags-Titles	142.50
001-6520-3130	OPERATING SUPPLIES	2,407.83
001-6520-3140	UNIFORMS	194.54
001-6520-3500	JP3 SIMON BUILDING-M	30.58
001-6520-3540	L.WSCOTT ANNEX-LOCK	508.55
001-6520-3550	JUDICIAL CENTER-LOCKH	20.13
001-6520-3570	SLATER BUILDING-LULIN	103.48
001-6520-3600	BUILDING MAINTENANC	45.96
001-6520-3620	UNIT ROAD/SANITION	126.85
001-6520-4510	REPAIRS & MAINTENAN	325.36
001-6520-4851	Vehicle Leases	1,817.94
001-6520-5120	CALDWELL CO. COURTH	1,329.70
001-6550-1116	DELIVERY FEE	325.00
001-6550-3010	Temp Election Workers-	12,768.00
001-6550-3115	Ballot Supplies	4,580.09
001-6550-4310	ADVERTISING AND LEGA	555.75
001-6550-4510	REPAIRS & MAINTENAN	2,050.00
001-6550-4610	RENTALS	353.91
001-6550-4810	TRAINING	1,925.00
001-6550-5310	MACHINERY AND EQUIP	1,623.63
001-6560-3050	DUES & SUBSCRIPTIONS	50.00
001-6560-4810	TRAINING	1,263.80
001-6570-3110	OFFICE SUPPLIES	19.38
001-6570-4810	TRAINING	150.00
001-6590-3110	OFFICE SUPPLIES	584.94
001-6590-4310	ADVERTISING	17.00
001-6630-3110	OFFICE SUPPLIES	379.61
001-6640-3151	DISPOSAL FEES	216.00
001-6640-4851	Vehicle Leases	661.79
001-6650-4841	Lease-REPAIRS & MAINT	6.00
001-6650-4851	Vehicle Leases	1,187.34
001-7600-4114	ANIMAL CONTROL EXPE	974.17
001-7610-3110	OFFICE SUPPLIES	90.32
001-7620-4320	INDIGENT FUNERAL	850.00
001-7620-4340	LULING EMS	102,650.21
001-8700-3120	POSTAGE	31.95
002-1101-3130	OPERATING SUPPLIES	1,878.47
002-1101-3140	UNIFORMS	951.45
002-1101-3153	AGGREGATE / GRAVEL	34,764.49
002-1101-3163	FUEL	6,351.29
002-1101-3190	TIRES	618.85
002-1101-4610	RENTALS	254.25
002-1101-4630	SEAL COATING	4,059.48
002-1102-3136	SUPPLIES & SMALL TOOL	1,413.47
002-1102-4510	REPAIRS & MAINTENAN	140.00
002-1102-4851	Vehicle Leases	3,639.92
002-1103-3135	OPERATING SUPPLIES	408.24
002-1103-3140	UNIFORMS	87.74
005-1000-5910	OTHER CAPITAL OUTLAY	425.00

Account Summary

Account Number	Account Name	Expense Amount
007-0000-3113	PUBLIC HEALTH EXPENS	16,723.59
010-4323-4515	Operating Exp-PCT 3	120.00
010-6600-5163	CTIF grant-Road expense	30,831.62
010-6630-4851	Events Expenses	18,244.01
010-6640-3162	COMMUNITY COLLECTI	324.38
	Grand Total:	468,890.57

Project Account Summary

Project Account Key	Expense Amount	
None	468,890.57	
	Grand Total:	468,890.57



Caldwell County, TX

Payment Register

APPKT04695 - 11/24/2020 A/P RUN W/PO'S

01 - Vendor Set 01

Bank: AP BNK - Pooled Cash - Operation

Vendor Number PHOMOR	Vendor Name 4 SQUARE COMMUNICATIONS, LLC					Total Vendor Amount 1,537.50
Payment Type Check	Payment Number	Remittance Address 109 S. CROCKETT SEGUIN, Texas 78155		Payment Date 11/17/2020	Payment Amount 1,537.50	
Payable Number 4286	Description VC CAMERA / ACCESSORIES / MILEAGE	Payable Date 10/23/2020	Due Date 11/24/2020	Discount Amount 0.00	Payable Amount 385.00	
4287	WOMEN'S HOLDING / ANALOG DOME CAMERA / MILEAC	10/23/2020	11/24/2020	0.00	655.00	
4288	DRUNK TANK /ACCESSORIES / MILEAGE	10/23/2020	11/24/2020	0.00	497.50	

Vendor Number ALDOS	Vendor Name AL DOS SANTOS					Total Vendor Amount 150.00
Payment Type Check	Payment Number	Remittance Address 194 RABBIT TRAIL DALE, Texas 78616		Payment Date 11/17/2020	Payment Amount 150.00	
Payable Number 11092020	Description NATIONAL ASSOCIATION OF VETERAN ADVOCATES	Payable Date 11/09/2020	Due Date 11/24/2020	Discount Amount 0.00	Payable Amount 150.00	

Vendor Number AM8BRA	Vendor Name AMBER BRASHEARS					Total Vendor Amount 187.25
Payment Type Check	Payment Number	Remittance Address 324 SPRING RIVER DR MARTINDALE, Texas 78655		Payment Date 11/17/2020	Payment Amount 187.25	
Payable Number 11032020	Description HOURS + TRAINING FOR 2020	Payable Date 11/09/2020	Due Date 11/24/2020	Discount Amount 0.00	Payable Amount 187.25	

Vendor Number ANDMAC	Vendor Name ANDERSON MACHINERY COMPANY, INC.					Total Vendor Amount 789.31
Payment Type Check	Payment Number	Remittance Address P.O. BOX 140916 AUSTIN, Texas 78714-0916		Payment Date 11/17/2020	Payment Amount 789.31	
Payable Number A49320	Description CUST # 473130 SOLENOID	Payable Date 11/02/2020	Due Date 11/24/2020	Discount Amount 0.00	Payable Amount 789.31	

Vendor Number ANDSTL	Vendor Name ANDI ST. LEGER					Total Vendor Amount 179.00
Payment Type Check	Payment Number	Remittance Address 205 N. PECOS ST LOCKHART, Texas 78644		Payment Date 11/17/2020	Payment Amount 179.00	
Payable Number 11032020	Description HOURS + TRAINING	Payable Date 11/10/2020	Due Date 11/24/2020	Discount Amount 0.00	Payable Amount 179.00	

Vendor Number ANNYBA	Vendor Name ANNA PRUSAITIS YBARRA					Total Vendor Amount 212.25
Payment Type Check	Payment Number	Remittance Address 3413 FM 1185 LOCKHART, Texas 78644		Payment Date 11/17/2020	Payment Amount 212.25	
Payable Number 11032020	Description HOURS + TRAINING	Payable Date 11/09/2020	Due Date 11/24/2020	Discount Amount 0.00	Payable Amount 212.25	

Payment Register

APPKT04695 - 11/24/2020 A/P RUN W/PO'S

Vendor Number <u>SETFAM</u>	Vendor Name ASCENSION SETON					Total Vendor Amount 130.00
Payment Type Check	Payment Number	Remittance Address P. O. BOX 16144 BELFAST, Maine 04915-4056	Payment Date 11/17/2020	Payment Amount 130.00		
Payable Number <u>452484C8363</u>	Description PATIENT NAMES - ORTIZ ROBERT / STATON, GERALD	Payable Date 11/02/2020	Due Date 11/24/2020	Discount Amount 0.00	Payable Amount 130.00	
Vendor Number <u>WHILOC</u>	Vendor Name AUDIO FIDELITY COMMUNICATIONS CORP DBA WHITL					Total Vendor Amount 700.00
Payment Type Check	Payment Number	Remittance Address 6301 BENJAMIN ROAD, SUITE 101 TAMPA, Florida 33634-	Payment Date 11/17/2020	Payment Amount 700.00		
Payable Number <u>57442R</u>	Description CUST # CAL008 SVC TECHFIELD / PART	Payable Date 09/29/2020	Due Date 11/24/2020	Discount Amount 0.00	Payable Amount 700.00	
Vendor Number <u>AUDWAL</u>	Vendor Name AUDREY A. WALTER					Total Vendor Amount 25.00
Payment Type Check	Payment Number	Remittance Address 335 ADAMS LN DALE, Texas 78616-	Payment Date 11/17/2020	Payment Amount 25.00		
Payable Number <u>11032020</u>	Description TRAINING FOR 2020	Payable Date 11/09/2020	Due Date 11/24/2020	Discount Amount 0.00	Payable Amount 25.00	
Vendor Number <u>BARROB</u>	Vendor Name BARBARA J. ROBIRDS					Total Vendor Amount 2,010.00
Payment Type Check	Payment Number	Remittance Address 6708 MANCHACA RD., UNIT 30 AUSTIN, Texas 78745-	Payment Date 11/17/2020	Payment Amount 2,010.00		
Payable Number <u>102720</u>	Description JASON JACK	Payable Date 10/27/2020	Due Date 11/24/2020	Discount Amount 0.00	Payable Amount 350.00	
Payable Number <u>20-149</u>	Description CAUSE # 20-149 THOMAS LAKORNIA	Payable Date 10/12/2020	Due Date 11/24/2020	Discount Amount 0.00	Payable Amount 655.00	
Payable Number <u>20-184</u>	Description CAUSE # 20-184 THOMAS LAKORNIA	Payable Date 10/12/2020	Due Date 11/24/2020	Discount Amount 0.00	Payable Amount 1,005.00	
Vendor Number <u>BOVMER</u>	Vendor Name BOVIK & MEREDITH P.C.					Total Vendor Amount 630.00
Payment Type Check	Payment Number	Remittance Address PO BOX 150129 AUSTIN, Texas 78715-0129	Payment Date 11/17/2020	Payment Amount 630.00		
Payable Number <u>2833-20CC</u>	Description CAUSE # 2833-20CC K.L.S.	Payable Date 11/10/2020	Due Date 11/24/2020	Discount Amount 0.00	Payable Amount 425.00	
Payable Number <u>48221</u>	Description CAUSE # 48221 RICHARD SALINAS	Payable Date 09/28/2020	Due Date 11/24/2020	Discount Amount 0.00	Payable Amount 205.00	
Vendor Number <u>BREBAR</u>	Vendor Name BRENDA J BARKER					Total Vendor Amount 151.00
Payment Type Check	Payment Number	Remittance Address PO BOX 1056 LOCKHART, Texas 786444	Payment Date 11/17/2020	Payment Amount 151.00		
Payable Number <u>11032020</u>	Description HOURS + TRAINING	Payable Date 11/12/2020	Due Date 11/24/2020	Discount Amount 0.00	Payable Amount 151.00	
Vendor Number <u>BRIBAR</u>	Vendor Name BRIAN BARRINGTON					Total Vendor Amount 200.00
Payment Type Check	Payment Number	Remittance Address P.O. BOX 191 DALE, Texas 78616-	Payment Date 11/17/2020	Payment Amount 200.00		
Payable Number <u>919733</u>	Description 1 RED BULL ON TAYLORSVILLE RD	Payable Date 10/30/2020	Due Date 11/24/2020	Discount Amount 0.00	Payable Amount 200.00	

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Vendor Number	Vendor Name					Total Vendor Amount
<u>BROVAL</u>	BROOK N VALLEJO					151.00
Payment Type	Payment Number	Remittance Address		Payment Date		Payment Amount
Check		4464 FM 2001 LOCKHART, Texas 78644-		11/17/2020		151.00
Payable Number	Description		Payable Date	Due Date	Discount Amount	Payable Amount
<u>11032020</u>	HOURS + TRAINING		11/10/2020	11/24/2020	0.00	151.00
<u>BYRSMI</u>	BYRON HAMILTON SMITH					170.00
Payment Type	Payment Number	Remittance Address		Payment Date		Payment Amount
Check		2036 YOUNG LN. LOCKHART, Texas 78644		11/17/2020		170.00
Payable Number	Description		Payable Date	Due Date	Discount Amount	Payable Amount
<u>11032020</u>	HOURS		11/10/2020	11/24/2020	0.00	170.00
<u>CALTAX</u>	CALDWELL COUNTY TAX ASSESSOR					142.50
Payment Type	Payment Number	Remittance Address		Payment Date		Payment Amount
Check		110 S. MAIN, RM 101 LOCKHART, Texas 78644-2747		11/17/2020		7.50
Payable Number	Description		Payable Date	Due Date	Discount Amount	Payable Amount
<u>1088157</u>	VIN # ENDS W/ 6533 TAG # 1088157		11/04/2020	11/24/2020	0.00	7.50
Check		110 S. MAIN, RM 101 LOCKHART, Texas 78644-2747		11/17/2020		7.50
Payable Number	Description		Payable Date	Due Date	Discount Amount	Payable Amount
<u>1088160</u>	VIN # ENDS W/6305 TAG # 1088160		11/04/2020	11/24/2020	0.00	7.50
Check		110 S. MAIN, RM 101 LOCKHART, Texas 78644-2747		11/17/2020		7.50
Payable Number	Description		Payable Date	Due Date	Discount Amount	Payable Amount
<u>1088169</u>	VIN # ENDS W/8695 TAG # 1088169		11/04/2020	11/24/2020	0.00	7.50
Check		110 S. MAIN, RM 101 LOCKHART, Texas 78644-2747		11/17/2020		7.50
Payable Number	Description		Payable Date	Due Date	Discount Amount	Payable Amount
<u>1110364</u>	VIN # ENDS W/5051 TAG # 1110364		11/04/2020	11/24/2020	0.00	7.50
Check		110 S. MAIN, RM 101 LOCKHART, Texas 78644-2747		11/17/2020		7.50
Payable Number	Description		Payable Date	Due Date	Discount Amount	Payable Amount
<u>1110365</u>	VIN # ENDS W/5052 TAG # 1110365		11/04/2020	11/24/2020	0.00	7.50
Check		110 S. MAIN, RM 101 LOCKHART, Texas 78644-2747		11/17/2020		7.50
Payable Number	Description		Payable Date	Due Date	Discount Amount	Payable Amount
<u>1110366</u>	VIN # ENDS W/5053 TAG # 1110366		11/04/2020	11/24/2020	0.00	7.50
Check		110 S. MAIN, RM 101 LOCKHART, Texas 78644-2747		11/17/2020		7.50
Payable Number	Description		Payable Date	Due Date	Discount Amount	Payable Amount
<u>1176250</u>	VIN # ENDS W/ 7961 TAG # 1176250		11/04/2020	11/24/2020	0.00	7.50
Check		110 S. MAIN, RM 101 LOCKHART, Texas 78644-2747		11/17/2020		7.50
Payable Number	Description		Payable Date	Due Date	Discount Amount	Payable Amount
<u>1176251</u>	VIN # ENDS W/ 7959 TAG # 1176251		11/04/2020	11/24/2020	0.00	7.50
Check		110 S. MAIN, RM 101 LOCKHART, Texas 78644-2747		11/17/2020		7.50
Payable Number	Description		Payable Date	Due Date	Discount Amount	Payable Amount
<u>1176252</u>	VIN # ENDS W/7960 TAG # 1176252		11/04/2020	11/24/2020	0.00	7.50
Check		110 S. MAIN, RM 101 LOCKHART, Texas 78644-2747		11/17/2020		7.50
Payable Number	Description		Payable Date	Due Date	Discount Amount	Payable Amount
<u>1176253</u>	VIN # ENDS W/7962 TAG # 1176253		11/04/2020	11/24/2020	0.00	7.50

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Check	110 S. MAIN, RM 101 LOCKHART, Texas 78644-2747			11/17/2020		7.50
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
1285516	VIN # ENDS W/ 0626 TAG # 1285516	11/04/2020	11/24/2020	0.00	7.50	
Check	110 S. MAIN, RM 101 LOCKHART, Texas 78644-2747			11/17/2020		7.50
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
1285517	VIN # ENDS W/0997 TAG # 1285517	11/04/2020	11/24/2020	0.00	7.50	
Check	110 S. MAIN, RM 101 LOCKHART, Texas 78644-2747			11/17/2020		7.50
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
1285520	VIN # ENDS W/ 6404 TAG # 1285520	11/04/2020	11/24/2020	0.00	7.50	
Check	110 S. MAIN, RM 101 LOCKHART, Texas 78644-2747			11/17/2020		7.50
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
9021477	VIN # ENDS W/5982 TAG # 9021477	11/03/2020	11/24/2020	0.00	7.50	
Check	110 S. MAIN, RM 101 LOCKHART, Texas 78644-2747			11/17/2020		7.50
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
9021482	VIN # ENDS W/ 5000 TAG # 9021482	11/04/2020	11/24/2020	0.00	7.50	
Check	110 S. MAIN, RM 101 LOCKHART, Texas 78644-2747			11/17/2020		7.50
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
91144199	VIN # ENDS W/0068 TAG # 9114199	11/03/2020	11/24/2020	0.00	7.50	
Check	110 S. MAIN, RM 101 LOCKHART, Texas 78644-2747			11/17/2020		7.50
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
91144200	VIN # ENDS W/0315 TAG # 91144200	11/03/2020	11/24/2020	0.00	7.50	
Check	110 S. MAIN, RM 101 LOCKHART, Texas 78644-2747			11/17/2020		7.50
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
AG80169	VIN # ENDS W/9531 TAG # AG80169	11/04/2020	11/24/2020	0.00	7.50	
Check	110 S. MAIN, RM 101 LOCKHART, Texas 78644-2747			11/17/2020		7.50
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
AX09408	VIN # ENDS W/2712 TAG # AX09408	11/04/2020	11/24/2020	0.00	7.50	
Vendor Number	Vendor Name					Total Vendor Amount
CANRAY	CANDY RAYOS					153.25
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount	
Check		909 W. LIVE OAK LOCKHART, Texas 78644		11/17/2020	153.25	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
11032020	HOURS + TRAINING	11/10/2020	11/24/2020	0.00	153.25	
Vendor Number	Vendor Name					Total Vendor Amount
CAPMOR	CAPITAL MORTUARY SERVICES, INC.					550.00
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount	
Check		201 VICTOR ST. AUSTIN, Texas 78753-3136		11/17/2020	550.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
PERRY G	PERRY, GARY / DOD: 10/22/20 TRANSPORT TO TCME	10/22/2020	11/24/2020	0.00	550.00	
Vendor Number	Vendor Name					Total Vendor Amount
CARSER	CARD SERVICE CENTER					3,434.83
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount	
Check		PO BOX 569100 DALLAS, Texas 75356-9100		11/17/2020	3,434.83	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
112020	ACCT # ENDS W/1237	11/13/2020	11/24/2020	0.00	2,835.83	

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C/D00090002	SAMS Acct Registration	11/04/2020	11/24/2020	0.00	599.00		
Vendor Number	Vendor Name					Total Vendor Amount	
CAROHL	CARL R. OHLENDORF INSURANCE					50.00	
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount			
Check		115 S. MAIN LOCKHART, Texas 78644	11/17/2020	50.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
17794	POLICY # 14771315 ACCT # CALDW01 MELANIE BOWDEN	10/19/2020	11/24/2020	0.00	50.00		
Vendor Number	Vendor Name					Total Vendor Amount	
CAROLM	CAROL MARTIN					220.50	
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount			
Check		1008 W. LIVE OAK LOCKHART, Texas 78644-	11/17/2020	220.50			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
11032020	HOURS + TRAINING + DELIVERY	11/10/2020	11/24/2020	0.00	220.50		
Vendor Number	Vendor Name					Total Vendor Amount	
CENDIS	CENTRAL TEXAS ALTERNATIVE DISPUTE RESOLUTION, I					847.41	
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount			
Check		300 CM ALLEN PARKWAY, SUITE 400 SAN MARCOS, Texas 78666-	11/17/2020	847.41			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
102020	FOR OCTOBER 2020	11/05/2020	11/24/2020	0.00	847.41		
Vendor Number	Vendor Name					Total Vendor Amount	
CHALAU	CHARLES E. LAURENCE, M.D.					2,000.00	
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount			
Check		1301 SOUTH MEDINA LOCKHART, Texas 78644	11/17/2020	2,000.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
68362	Medical Director - OCT. 2020	10/29/2020	11/24/2020	0.00	1,000.00		
68363	Medical Director - NOVEMBER 2020	11/01/2020	11/24/2020	0.00	1,000.00		
Vendor Number	Vendor Name					Total Vendor Amount	
SPEBUS	CHARTER COMMUNICATIONS HOLDINGS, LLC					11,709.58	
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount			
Check		TIME WARNER CABLE P.O. BOX 60074 CITY OF INDUSTRY, California 91716-0074	11/17/2020	11,709.58			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
0000426100820	ACCT # 8260 16 300 0000426 9/25-10/24/20	10/08/2020	11/24/2020	0.00	11,709.58		
Vendor Number	Vendor Name					Total Vendor Amount	
CHIVET	CHISHOLM TRAIL VETERINARY CLINIC					543.03	
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount			
Check		1720 S. COLORADO ST. LOCKHART, Texas 78644	11/17/2020	543.03			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
30812	RESCUED SHEEP	10/02/2020	11/24/2020	0.00	256.51		
31446	HORSE (CASE # 2020090053)	10/26/2020	11/24/2020	0.00	123.37		
31584	TOSCA	10/30/2020	11/24/2020	0.00	163.15		
Vendor Number	Vendor Name					Total Vendor Amount	
CHRSTL	CHRIS ST. LEGER					146.50	
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount			
Check		205 N. PECOS ST LOCKHART, Texas 78644-	11/17/2020	146.50			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
11032020	HOURS + TRAINING	11/10/2020	11/24/2020	0.00	146.50		

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Vendor Number	Vendor Name					Total Vendor Amount
CHRLEV	CHRISTINE LEVERMANN					160.00
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		7355 FM 713 # C-1 DALE, Texas 78616-	11/17/2020	160.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
11032020	HOURS + TRAINING 2020	11/09/2020	11/24/2020	0.00	160.00	
CINTAS	CINTAS CORPORATION #86					1,233.73
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		PO BOX 650838 DALLAS, Texas 75265-0838	11/17/2020	1,233.73		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
4064468835	SOLD TO # 13228013 PAYER # 13242157	10/15/2020	11/24/2020	0.00	97.27	
4065154523	SOLD TO # 13228013 PAYER # 13242157	10/22/2020	11/24/2020	0.00	97.27	
4065794416	SOLD TO # 13232687 PAYER # 13243034	10/29/2020	11/24/2020	0.00	340.64	
4065794445	SOLD TO # 13232664 PAYER # 13243034	10/29/2020	11/24/2020	0.00	288.74	
4065794451	SOLD TO # 13228849 PAYER # 13243034	10/29/2020	11/24/2020	0.00	322.07	
4065794506	SOLD TO # 13228085 PAYER # 13242165	10/29/2020	11/24/2020	0.00	87.74	
CINFIR	CINTAS FAS LOCKBOX 636525					150.41
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		P.O. BOX 631025 CINCINNATI, Ohio 45263-1025	11/17/2020	150.41		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
5039827458	CUST # 10344330 CABINET ORGANIZED	11/04/2020	11/24/2020	0.00	150.41	
CITLOC	CITY OF LOCKHART					974.17
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		P.O. BOX 239 LOCKHART, Texas 78644	11/17/2020	974.17		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
ASL 21-002	ANIMAL SHELTER LEASE PAYMENT #110	11/01/2020	11/24/2020	0.00	974.17	
CITLUL	CITY OF LULING EMS					102,650.21
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		529 E. CROCKETT LULING, Texas 78648	11/17/2020	102,650.21		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
102920	QUARTER ENDING 9/30/20	10/29/2020	11/24/2020	0.00	102,650.21	
CLIMCC	CLIFFORD W. MCCORMACK					1,655.00
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		ATTORNEY AT LAW 174 S. GUADALUPE, SUITE 106 SAN MARCOS, Texas 78666	11/17/2020	1,655.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
20-245	CAUSE # 20-245 THOMAS WRIGHT	10/29/2020	11/24/2020	0.00	905.00	
2823-20CC	CAUSE # 2823-20CC J.D.D.Q.	10/30/2020	11/24/2020	0.00	300.00	
41769	CAUSE # 41769 / 40348	10/14/2020	11/24/2020	0.00	450.00	
COLMAT	COLORADO MATERIALS, LTD.					65,596.11
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		PO BOX 2109 SAN MARCOS, Texas 78667-2109	11/17/2020	65,596.11		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
300755	CUST # 1405 SEAWILLOW RD	10/31/2020	11/24/2020	0.00	34,764.49	

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300756	CUST # 1405 SILVER MINE RD (DELHI)	10/31/2020	11/24/2020	0.00	30,831.62		
Vendor Number	Vendor Name					Total Vendor Amount	
COLSMI	COLTON A. SMITH					120.00	
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount		
Check		P.O. BOX 179 LOCKHART, Texas 78644-		11/17/2020	120.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
11062020	6 ATTEMPTS TO BUY TOBACCO	11/06/2020	11/24/2020	0.00	120.00		
Vendor Number	Vendor Name					Total Vendor Amount	
COTSAF	COTHRON'S SAFE & LOCK					290.00	
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount		
Check		8120 EXCHANGE DR., STE 100 AUSTIN, Texas 78754-		11/17/2020	290.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
1245600	CUST # CALD119 SERVICE FEE/GENERAL LABOR TO REMC	10/09/2020	11/24/2020	0.00	290.00		
Vendor Number	Vendor Name					Total Vendor Amount	
CSGSYS	CSG SYSTEMS, INC					602.00	
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount		
Check		P.O. BOX 310461 DES MOINES, Iowa 50331-0461		11/17/2020	602.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
263401	LETTERS OF GUARDIANSHIP	10/30/2020	11/24/2020	0.00	213.00		
263402	LETTERS TESTAMENTARY	10/30/2020	11/24/2020	0.00	213.00		
263403	JUDGE'S PROBATE DKT SHEETS - 160060	10/30/2020	11/24/2020	0.00	176.00		
Vendor Number	Vendor Name					Total Vendor Amount	
CYNJOH	CYNTHIA JOHNSON					155.50	
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount		
Check		PO BOX 718 LOCKHART, Texas 78644-		11/17/2020	155.50		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
11032020	HOURS + TRAINING	11/10/2020	11/24/2020	0.00	155.50		
Vendor Number	Vendor Name					Total Vendor Amount	
DJSOJ	DARLON JAMES SOJAK					1,270.00	
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount		
Check		1597 SANDY CREEK ROAD RED ROCK, Texas 78662-		11/17/2020	1,270.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
16-214	CAUSE # 16-214 / 18-206 JOHN A. GONZELES	10/26/2020	11/24/2020	0.00	950.00		
47896	CAUSE # 47896 MICHAEL CRABTREE	10/01/2020	11/24/2020	0.00	320.00		
Vendor Number	Vendor Name					Total Vendor Amount	
DAVTSC	DAVID A. TSCHIRHART					151.00	
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount		
Check		386 CRICKET HOLLOW RD DALE, Texas 78616-		11/17/2020	151.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
11032020	HOURS + TRAINING	11/10/2020	11/24/2020	0.00	151.00		
Vendor Number	Vendor Name					Total Vendor Amount	
DAVBRO	DAVID BROOKS, ATTORNEY AT LAW					100.00	
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount		
Check		P.O. BOX 12303 CAPITOL STATION AUSTIN, Texas 78711		11/17/2020	100.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
102020	LEGAL CONSULTATION SERVICES FOR OCT 2020	10/30/2020	11/24/2020	0.00	100.00		

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Vendor Number	Vendor Name					Total Vendor Amount
DENHEI	DENNIS HEIDEMAN					153.25
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		8075 F.M. 2001 LOCKHART,, Texas 78644-	11/17/2020	153.25		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
11032020	HOURS + TRAINING	11/10/2020	11/24/2020	0.00	153.25	
DEVBEN	DEVIN BENOIT					160.00
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		444 WATTSVILLE RD LULING, Texas 78648	11/17/2020	160.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
11032020	HOURS + TRAINING	11/09/2020	11/24/2020	0.00	160.00	
DEWPOT	DEWITT POTH & SON					682.93
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		PO BOX 487 YOAKUM, Texas 77995	11/17/2020	682.93		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
621159-0	ACCT # 12430 SPOTPAPER - LETTER	10/05/2020	11/24/2020	0.00	36.00	
623333-0	ACCT # 12430 CALC, PRT, 12DGT, CLK, TX, C/S/M	10/26/2020	11/24/2020	0.00	379.61	
623973-0	ACCT # 12430 BATTERY, ALKA, INDUST, AA 24PK	10/30/2020	11/24/2020	0.00	53.64	
624417-0	ACCT # 12430 F;AGS. 1", 200 CT. W/DISPNSR, BE	11/05/2020	11/24/2020	0.00	90.32	
624433-0	ACCT # 12430 ORGANIZER, CADDY MRKR/ERASER	11/05/2020	11/24/2020	0.00	123.36	
DONFOG	DONNA FOGLE					151.00
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		13770 FM 713 LOCKHART, Texas 78644	11/17/2020	151.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
11032020	HOURS + TRAINING	11/10/2020	11/24/2020	0.00	151.00	
DQUASS	DOUCET & ASSOCIATES, INC					10,287.70
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		7401B HIGHWAY 71 WEST, SUITE 160 AUSTIN, Texas 78735-	11/17/2020	10,287.70		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
2009063	PROJECT R1911-100: CALDWELL CO ENGINEERING SERVI	10/02/2020	11/24/2020	0.00	10,287.70	
ELESYS	ELECTION SYSTEMS & SOFTWARE INC.					4,448.01
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		6055 PAYSHERE CIRCLE CHICAGO, Illinois 60674	11/17/2020	4,448.01		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
1156015	ACCT # C04192 ABSENTEE BALLOTS	09/22/2020	11/24/2020	0.00	4,448.01	
EMIGON	EMILIO GONZALES					179.00
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		1517 N. PECOS ST LOCKHART, Texas 78644-	11/17/2020	179.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
11032020	HOURS + TRAINING	11/10/2020	11/24/2020	0.00	179.00	

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Vendor Number	Vendor Name					Total Vendor Amount
ENTEMI	ENTERPRISE FM TRUST					39,737.99
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		PO BOX 800089 KANSAS CITY, Missouri 64180-0089	11/17/2020	39,737.99		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
2661	Caldwell County Enterprise Purchase Order	11/04/2020	11/24/2020	0.00	39,737.99	
ERGASP	ERGON ASPHALT AND EMULSIONS, INC.					4,059.48
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		DEPT #2135 P O BOX 11407 BIRMINGHAM, Alabama 35246-2135	11/17/2020	4,059.48		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
9402369654	PROJ BID # 19CCP02B / CALDWELL COUNT	10/27/2020	11/24/2020	0.00	4,059.48	
ESMCHA	ESMERALDA CHAN					13.80
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		PO BOX 605 LULING, Texas 78648-0605	11/17/2020	13.80		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
102020	TRAVEL 9/2020 - 10/2020	11/02/2020	11/24/2020	0.00	13.80	
EVAGAR	EVANGELINA GARCIA					151.00
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		PO BOX 392 PRAIRIE LEA, Texas 78661-	11/17/2020	151.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
11032020	HOURS + TRAINING	11/10/2020	11/24/2020	0.00	151.00	
EWEAC	EWEAC					4,900.00
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		1218 Water Park Rd Wimberly, Texas 78676-	11/17/2020	4,900.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
11012020	servcies 9-22 to 10-31-20	11/01/2020	11/24/2020	0.00	4,900.00	
FARBRO	FARMER BROTHERS. CO.					309.30
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		PO BOX 732855 DALLAS, Texas 75373-2855	11/17/2020	309.30		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
83460432	ACCT # 6302473 CREAMER SHAKER / ICE TEA BLACK	11/05/2020	11/24/2020	0.00	309.30	
FERJOS	FERRIS JOSEPH PRODUCE, INC.					882.60
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		113 BUFKIN LN LOCKHART, Texas 78644	11/17/2020	882.60		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
114782	LETTUCE ICEBERG 24CT CASE	10/28/2020	11/24/2020	0.00	33.50	
114793	CABBAGE RED PER LB	10/29/2020	11/24/2020	0.00	70.80	
114797	LETTUCE ICEBERG 24 CT CASE	10/30/2020	11/24/2020	0.00	237.00	
114846	APPLE RED DEL 138 CT	10/31/2020	11/24/2020	0.00	128.50	
114852	CABBAGE GREEN 50 LB JBO SACK	11/02/2020	11/24/2020	0.00	87.50	
114869	TOMATO 5X5 25 LB CASE	11/04/2020	11/24/2020	0.00	70.00	
114880	CABBAGE RED PER LB	11/05/2020	11/24/2020	0.00	53.80	

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<u>114886</u>	LETTUCE ICEBERG 24 CT CASE	11/06/2020	11/24/2020	0.00	201.50		
Vendor Number	Vendor Name					Total Vendor Amount	
<u>FIRNET</u>	FIRST NET BUILT WITH AT&T					1,623.63	
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount		
Check		PO BOX 6463		11/17/2020	1,623.63		
	CAROL STREAM, Illinois 60197-6463						
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>287301244412X11032020</u>	ACCT # 287301244412 9/26 - 10/25/20	10/25/2020	11/24/2020	0.00	1,623.63		
Vendor Number	Vendor Name					Total Vendor Amount	
<u>BUTBAK</u>	FLOWERS BAKING CO. OF SAN ANTONIO					524.16	
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount		
Check		P.O. BOX 841940		11/17/2020	524.16		
	DALLAS, Texas 75284						
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>3038380634</u>	CUST # 0040078309 MIC 20 7" FL TOR	10/26/2020	11/24/2020	0.00	275.04		
<u>3038380742</u>	CUST # 0040078309 MIC 20 7" FL TOR	11/02/2020	11/24/2020	0.00	249.12		
Vendor Number	Vendor Name					Total Vendor Amount	
<u>FRADSC</u>	FRANK D. SCHULTZ					153.25	
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount		
Check		8065 FM 2001		11/17/2020	153.25		
	LOCKHART, Texas 78644-						
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>11032020</u>	HOURS + TRAINING	11/10/2020	11/24/2020	0.00	153.25		
Vendor Number	Vendor Name					Total Vendor Amount	
<u>FREVIL</u>	FRED VILLANUEVA					160.00	
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount		
Check		P.O. BOX 92		11/17/2020	160.00		
	MARTINDALE, Texas 78655-						
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>11032020</u>	HOURS + TRAINING	11/10/2020	11/24/2020	0.00	160.00		
Vendor Number	Vendor Name					Total Vendor Amount	
<u>PAURES</u>	FRENCH & FRENCH ENTERPRISES, LLC					16,703.61	
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount		
Check		2112 RUTLAND DR., STE 200		11/17/2020	16,703.61		
	AUSTIN, Texas 78758-						
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>546</u>	PROJECT # ASTX-20-0133-E	11/06/2020	11/24/2020	0.00	16,703.61		
Vendor Number	Vendor Name					Total Vendor Amount	
<u>GAPOWE</u>	GA POWERS					475.55	
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount		
Check		2640 FM 1979		11/17/2020	475.55		
	SAN MARCOS, Texas 78666						
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>43858</u>	A-42-A 1GPF URINIAL KIT	10/27/2020	11/24/2020	0.00	475.55		
Vendor Number	Vendor Name					Total Vendor Amount	
<u>GEOMAT</u>	GEORGIANN MATTHEWS					237.00	
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount		
Check		638 BIGGS RD		11/17/2020	237.00		
	LULING, Texas 78648						
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>11032020</u>	HOURS + TRAINING	11/10/2020	11/24/2020	0.00	237.00		

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Vendor Number	Vendor Name					Total Vendor Amount
<u>GILGUE</u>	GILBERT GUERRERO					201.00
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		615 ALGIRITA LULING, Texas 78648	11/17/2020	201.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>11032020</u>	HOURS + TRAINING	11/10/2020	11/24/2020	0.00	201.00	
<u>GONWAT</u>	GONZALES COUNTY WATER SUPPLY CORP					670.00
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		PO DRAWER 749 GONZALES, Texas 78629-	11/17/2020	670.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>11042020</u>	PURCHASE OF BULK WATER 10/8 - 30/2020	11/04/2020	11/24/2020	0.00	670.00	
<u>GHSLTD</u>	GRAVES, HUMPHRIES, STAHL, LTD					5,044.61
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		GHS, LTD 1101 ENTERPRISE DRIVE SULPHUR SPRINGS, Texas 75482	11/17/2020	5,044.61		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>102020</u>	COLLECTIONS FOR OCT 2020	11/05/2020	11/24/2020	0.00	5,044.61	
<u>GREPRO</u>	GREEN PRO SOLUTIONS					499.50
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		PO BOX 772727 CORAL SPRINGS, Florida 33077-	11/17/2020	499.50		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>18964</u>	ACCT # 3414 MOJAVE 70 EG XL	11/10/2020	11/24/2020	0.00	499.50	
<u>GREHAN</u>	GREGORY B. HANNA					247.50
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		8729 FM 672 DALE, Texas 78616-	11/17/2020	247.50		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>11032020</u>	HOURS	11/10/2020	11/24/2020	0.00	207.00	
<u>11092020</u>	HOURS FOR 11/09/20	11/10/2020	11/24/2020	0.00	40.50	
<u>GTDIST</u>	GT DISTRIBUTORS, INC.					1,911.73
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		PO BOX 16080 AUSTIN, Texas 78761-6080	11/17/2020	1,911.73		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>INV0801836</u>	CUST # 00297 FEDERAL CARTRIDGE .308 WIN 168 GR TAC	10/29/2020	11/24/2020	0.00	1,911.73	
<u>GUAANC</u>	GUADALUPE ANCIRA					153.25
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		609 PERSIMMON ST LOCKHART, Texas 78644-	11/17/2020	153.25		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>11032020</u>	HOURS + TRAINING	11/10/2020	11/24/2020	0.00	153.25	

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Vendor Number	Vendor Name					Total Vendor Amount
HANEQU	HANSON EQUIPMENT					102.85
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		DOUGLAS D. SPILLMANN 1412 S. COLORADO LOCKHART, Texas 78644	11/17/2020	102.85		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
282844	# CAL001 12.4-28 TIRE REPAIR	10/22/2020	11/24/2020	0.00	102.85	
HARGRO	HARRIET GROGAN					187.25
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		4779 SCHUELKE RD KYLE, Texas 78640-	11/17/2020	187.25		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
11032020	HOURS + TRAINING	11/10/2020	11/24/2020	0.00	187.25	
HEIHOD	HEIDI HODGE					160.00
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		1220 YOUNG LN LOCKHART, Texas 78644	11/17/2020	160.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
11032020	HOURS + TRAINING	11/10/2020	11/24/2020	0.00	160.00	
HILWIL	HILDA G. WILT					25.00
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		144 BUGTUSSLE LN LULING, Texas 78648	11/17/2020	25.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
11032020	TRAINING FOR 2020	11/09/2020	11/24/2020	0.00	25.00	
HOFSUP	HOFMANN'S SUPPLY					103.84
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		440 S. GUADALUPE SAN MARCOS, Texas 78666	11/17/2020	103.84		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
847813	CUST # 01734 ACETYLENE SMALL	10/31/2020	11/24/2020	0.00	103.84	
HOLBUR	HOLLIS WILBURN BURKLUND					200.00
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		403 W. SAN ANTONIO LOCKHART, Texas 78644	11/17/2020	200.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
38,874	CAUSE # 38,874 STACIE KNICKERBOCKER	10/14/2020	11/24/2020	0.00	200.00	
IMEMAR	IMELDA MARRERO					195.50
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		PO BOX 607 BUDA, Texas 78610-	11/17/2020	195.50		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
11032020	HOURS + TRAINING	11/10/2020	11/24/2020	0.00	195.50	

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Vendor Number	Vendor Name					Total Vendor Amount
JAMCHA	JAMES CHAMBERS					151.00
Payment Type	Payment Number	Remittance Address		Payment Date		Payment Amount
Check		524 S GUADALUPE STREET LOCKHART, Texas 78644-		11/17/2020		151.00
Payable Number	Description		Payable Date	Due Date	Discount Amount	Payable Amount
11032020	HOURS + TRAINING		11/10/2020	11/24/2020	0.00	151.00
JAMWYG	JAMES WYGART					195.50
Payment Type	Payment Number	Remittance Address		Payment Date		Payment Amount
Check		107 WALNUT RD DALE, Texas 78616-		11/17/2020		195.50
Payable Number	Description		Payable Date	Due Date	Discount Amount	Payable Amount
11032020	HOURS + TRAINING		11/10/2020	11/24/2020	0.00	195.50
JARCO	JARRETT L. COCHRAN					212.25
Payment Type	Payment Number	Remittance Address		Payment Date		Payment Amount
Check		396 THOMAS MARTINDALE, Texas 78655		11/17/2020		212.25
Payable Number	Description		Payable Date	Due Date	Discount Amount	Payable Amount
11032020	HOURS + TRAINING + DELIVERY		11/10/2020	11/24/2020	0.00	212.25
JENHEL	JENNIFER HELLUMS					215.00
Payment Type	Payment Number	Remittance Address		Payment Date		Payment Amount
Check		827 FM 671 LOCKHART, Texas 78644-		11/17/2020		215.00
Payable Number	Description		Payable Date	Due Date	Discount Amount	Payable Amount
11032020	HOURS + TRAINING + DELIVERY		11/10/2020	11/24/2020	0.00	215.00
JERCO	JERRY L. COOKE					247.50
Payment Type	Payment Number	Remittance Address		Payment Date		Payment Amount
Check		1204 BOIS DARC LOCKHART, Texas 78644		11/17/2020		247.50
Payable Number	Description		Payable Date	Due Date	Discount Amount	Payable Amount
11092020	HOURS FOR 11/09/20		11/10/2020	11/24/2020	0.00	247.50
JOHSPA	JOHN BENJAMIN SPARKS					148.75
Payment Type	Payment Number	Remittance Address		Payment Date		Payment Amount
Check		107 E. SAN ANTONIO LOCKHART, Texas 78644-		11/17/2020		148.75
Payable Number	Description		Payable Date	Due Date	Discount Amount	Payable Amount
11032020	HOURS + TRAINING		11/10/2020	11/24/2020	0.00	148.75
FARPLA	JOHN DEERE FINANCIAL					136.96
Payment Type	Payment Number	Remittance Address		Payment Date		Payment Amount
Check		P.O. BOX 650215 DALLAS, Texas 75265-0215		11/17/2020		136.96
Payable Number	Description		Payable Date	Due Date	Discount Amount	Payable Amount
2010-128446	ACCT # 1-99 CABLE BNC BLK 12'		10/26/2020	11/24/2020	0.00	26.97
2010-130272	ACCT # 1-99 20V MAX JS BLUETOOTH SPKR		10/28/2020	11/24/2020	0.00	109.99

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Vendor Number JR'SAU	Vendor Name JOHN H. RODRIQUEZ, JR.				Total Vendor Amount 140.00
Payment Type Check	Payment Number	Remittance Address PO BOX 1527 LOCKHART, Texas 78644	Payment Date 11/17/2020	Payment Amount 140.00	
Payable Number 11472	Description 20' FREIGHTLINER REPLACE BACKGLASS	Payable Date 10/30/2020	Due Date 11/24/2020	Discount Amount 0.00	Payable Amount 140.00

Vendor Number JQH MBA	Vendor Name JOHN M. BAKER				Total Vendor Amount 179.00
Payment Type Check	Payment Number	Remittance Address P.O. BOX 884 LOCKHART, Texas 78644	Payment Date 11/17/2020	Payment Amount 179.00	
Payable Number 11032020	Description HOURS + TRAINING	Payable Date 11/10/2020	Due Date 11/24/2020	Discount Amount 0.00	Payable Amount 179.00

Vendor Number JQH SPR	Vendor Name JOHNNY LEE SPRIGGS				Total Vendor Amount 25.00
Payment Type Check	Payment Number	Remittance Address 203 MEMORIAL DRIVE LULING, Texas 78648	Payment Date 11/17/2020	Payment Amount 25.00	
Payable Number 11032020	Description TRAINING FOR 2020	Payable Date 11/09/2020	Due Date 11/24/2020	Discount Amount 0.00	Payable Amount 25.00

Vendor Number JONREY	Vendor Name JON REYES				Total Vendor Amount 151.00
Payment Type Check	Payment Number	Remittance Address 1201 PLUM ST. LOCKHART, Texas 78644	Payment Date 11/17/2020	Payment Amount 151.00	
Payable Number 11032020	Description HOURS + TRAINING	Payable Date 11/10/2020	Due Date 11/24/2020	Discount Amount 0.00	Payable Amount 151.00

Vendor Number JUANPER	Vendor Name JUANITA PERALES				Total Vendor Amount 25.00
Payment Type Check	Payment Number	Remittance Address 4901 BARTH ROAD LOCKHART, Texas 78644	Payment Date 11/17/2020	Payment Amount 25.00	
Payable Number 11032020	Description TRAINING FOR 2020	Payable Date 11/09/2020	Due Date 11/24/2020	Discount Amount 0.00	Payable Amount 25.00

Vendor Number KANHAR	Vendor Name KANA HARRIS				Total Vendor Amount 146.50
Payment Type Check	Payment Number	Remittance Address 404 E. MARKET ST LOCKHART, Texas 78644	Payment Date 11/17/2020	Payment Amount 146.50	
Payable Number 11032020	Description HOURS + TRAINING	Payable Date 11/10/2020	Due Date 11/24/2020	Discount Amount 0.00	Payable Amount 146.50

Vendor Number KARCOC	Vendor Name KAREN COCHRAN				Total Vendor Amount 209.50
Payment Type Check	Payment Number	Remittance Address 1010 COUNTRY OAKS DR. LULING, Texas 78648	Payment Date 11/17/2020	Payment Amount 209.50	
Payable Number 11032020	Description HOURS + TRAINING + DELIVERY	Payable Date 11/10/2020	Due Date 11/24/2020	Discount Amount 0.00	Payable Amount 209.50

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Vendor Number	Vendor Name					Total Vendor Amount
KATGLA	KATHERINE GLAZE					204.00
Payment Type	Payment Number	Remittance Address		Payment Date		Payment Amount
Check		403 NW RIVER RD MARTINDALE, Texas 78655		11/17/2020		204.00
Payable Number	Description		Payable Date	Due Date	Discount Amount	Payable Amount
11032020	HOURS + TRAINING + DELIVERY		11/10/2020	11/24/2020	0.00	204.00
KATSTA	KATHERINE STANLEY					155.50
Payment Type	Payment Number	Remittance Address		Payment Date		Payment Amount
Check		P.O. BOX 1045 LOCKHART, Texas 78644		11/17/2020		155.50
Payable Number	Description		Payable Date	Due Date	Discount Amount	Payable Amount
11032020	HOURS + TRAINING		11/10/2020	11/24/2020	0.00	155.50
KATHAI	KATHY HAIGLER					211.50
Payment Type	Payment Number	Remittance Address		Payment Date		Payment Amount
Check		430 SKYLINE RD DALE, Texas 78616		11/17/2020		211.50
Payable Number	Description		Payable Date	Due Date	Discount Amount	Payable Amount
11032020	HOURS		11/10/2020	11/24/2020	0.00	171.00
11092020	HOURS FOR 11/09/2020		11/10/2020	11/24/2020	0.00	40.50
DANKIM	KIMBERLY DANIEL					181.75
Payment Type	Payment Number	Remittance Address		Payment Date		Payment Amount
Check		1206 SIERRA VISTA COVE LOCKHART, Texas 78644		11/17/2020		181.75
Payable Number	Description		Payable Date	Due Date	Discount Amount	Payable Amount
11032020	HOURS + TRAINING		11/10/2020	11/24/2020	0.00	181.75
KLEAND	KLEON C. ANDREADIS					1,340.00
Payment Type	Payment Number	Remittance Address		Payment Date		Payment Amount
Check		608 W. 12TH STREET AUSTIN, Texas 78701-		11/17/2020		1,340.00
Payable Number	Description		Payable Date	Due Date	Discount Amount	Payable Amount
16-103	CAUSE # 16-103 MICHAEL DAVID RAPP		10/20/2020	11/24/2020	0.00	500.00
19-205	CAUSE # 19-205 DANIEL PEREZ		10/20/2020	11/24/2020	0.00	840.00
L&LPOR	L & L SEPTIC AND PORTABLE TOILETS					650.00
Payment Type	Payment Number	Remittance Address		Payment Date		Payment Amount
Check		PO BOX 306 SAN MARCOS, Texas 78667		11/17/2020		650.00
Payable Number	Description		Payable Date	Due Date	Discount Amount	Payable Amount
664486	SCHEDULED GREASE TRAP CLEANING & MAINT.		11/03/2020	11/24/2020	0.00	650.00
LAURIC	LAURA A. RICHEY					160.00
Payment Type	Payment Number	Remittance Address		Payment Date		Payment Amount
Check		2855 CATTLEMENS ROW LOCKHART, Texas 78644-		11/17/2020		160.00
Payable Number	Description		Payable Date	Due Date	Discount Amount	Payable Amount
11032020	HOURS + TRAINING		11/10/2020	11/24/2020	0.00	160.00

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Vendor Number	Vendor Name					Total Vendor Amount
LEGTRI	LEGENDS TRI-COUNTY FUNERAL SERVICES					345.00
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		101-B CENTERPOINT RD SAN MARCOS, Texas 78666	11/17/2020	345.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
2020/171	TERRIN ALLAN SOLBRIG DOT: 10/04/20	10/30/2020	11/24/2020	0.00	345.00	
THOLEO	LEON TRANSLATIONS					225.00
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		THOMAS LEON 7200 ANAQUA DR. AUSTIN, Texas 78750	11/17/2020	225.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
20901	CAUSE # 2780-19CC JAHIR ALLAN MARQUEZ	10/30/2020	11/24/2020	0.00	225.00	
LEXRIS	LEXISNEXIS RISK DATA MANAGEMENT					50.00
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		28330 NETWORK PLACE CHICAGO, Illinois 60673-1283	11/17/2020	50.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
1623451-20201031	BILLING ID: 1623451 OCTOBER 2020	10/31/2020	11/24/2020	0.00	50.00	
LILHOR	LILLIE HORTON					153.25
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		1206 RIO VISTA CV LOCKHART, Texas 78644	11/17/2020	153.25		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
11032020	HOURS + TRAINING	11/10/2020	11/24/2020	0.00	153.25	
LIVFEE	LIVENGOOD FEED STORE					62.99
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		PO BOX 1080 LOCKHART, Texas 78644	11/17/2020	62.99		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
LOINV000218482	ACCT # 1C250 COASTAL SQUARE BALE	10/29/2020	11/24/2020	0.00	62.99	
LOCTRU	LOCKHART HARDWARE					406.37
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		518 W SAN ANTONIO LOCKHART, Texas 78644	11/17/2020	406.37		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
34763 /1	CUST # 11239 PVC PIPE SCH 40 1" X 2'	10/20/2020	11/24/2020	0.00	20.13	
34765 /1	CUST # 11239 CM SOCKET 11PC 1/4DR NN	10/20/2020	11/24/2020	0.00	28.98	
34788 /1	CUST # 11239 EZ-START TAPE 1.88"X60YD	10/21/2020	11/24/2020	0.00	16.98	
34796 /1	CUST # 11239 REGULATOR BBQ HOSE 22"	10/22/2020	11/24/2020	0.00	30.58	
34816 /1	CUST # 11239 GFI RECPT W/R&B BUTN WHT	10/23/2020	11/24/2020	0.00	50.75	
34845 /1	CUST # 11239 REDC COUPL 1/2X3/8" FPT LF	10/27/2020	11/24/2020	0.00	33.55	
34848 /1	CUST # 11239 DUPLEX RECEPTACLE IV 15A	10/27/2020	11/24/2020	0.00	16.52	
34849 /1	CUST # 11239 PUSH ELBOW 3/8X3/8" MIP	10/27/2020	11/24/2020	0.00	6.59	
34850 /1	CUST # 11239 CABLE MC12-2 AL 100'	10/27/2020	11/24/2020	0.00	59.99	
34855 /1	CUST # 11239 HOSE BARB 1/2HX1/2FPT LF	10/27/2020	11/24/2020	0.00	6.76	
34875 /1	CUST # 11239 SCREWS, NUTS, & BOLTS	10/28/2020	11/24/2020	0.00	24.61	
34893 /1	CUST # 11239 TARP POLY BLUE/BRN 12X16	10/30/2020	11/24/2020	0.00	82.57	
34909 /1	CUST # 11239 CONN WIRE 22-10 YEL CD9	11/02/2020	11/24/2020	0.00	5.37	
34931 /1	CUST # 11239 30LB PROPANE CYLINDER REFILL	11/04/2020	11/24/2020	0.00	22.99	

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Vendor Number <u>LOCPOS</u>	Vendor Name LOCKHART POST REGISTER					Total Vendor Amount 828.50
Payment Type Check	Payment Number	Remittance Address 111 S CHURCH LOCKHART, Texas 78644	Payment Date 11/17/2020	Payment Amount 828.50		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>00090437</u>	NOTICE OF ELECTON 9/17/2020	09/17/2020	11/24/2020	0.00	555.75	
<u>00090542</u>	COMMUNITY COLLECTION EVENTS	10/15/2020	11/24/2020	0.00	215.63	
<u>00090571</u>	10/08 & 15/20 RFB 20CCP06B	10/26/2020	11/24/2020	0.00	17.00	
<u>00090580</u>	10/15 & 22/20 FOUND	10/26/2020	11/24/2020	0.00	21.08	
<u>00090634</u>	10/29 & 11/05 BULLS PICKED UP WESTWOOD/DICKERSO	10/29/2020	11/24/2020	0.00	19.04	

Vendor Number <u>LONEDW</u>	Vendor Name LONI KAY EDWARDS					Total Vendor Amount 153.25
Payment Type Check	Payment Number	Remittance Address 515 S. OAK AVE. LULING, Texas 78648-	Payment Date 11/17/2020	Payment Amount 153.25		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>11032020</u>	HOURS + TRAINING	11/10/2020	11/24/2020	0.00	153.25	

Vendor Number <u>LUZRI</u>	Vendor Name LUZ RILEY					Total Vendor Amount 25.00
Payment Type Check	Payment Number	Remittance Address 471 GROUSE LN. DALE, Texas 78616-	Payment Date 11/17/2020	Payment Amount 25.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>11032020</u>	TRAINING	11/09/2020	11/24/2020	0.00	25.00	

Vendor Number <u>ICQJAN</u>	Vendor Name M.B. HAMMO ENTERPRISES, LLC					Total Vendor Amount 1,615.76
Payment Type Check	Payment Number	Remittance Address 101 UHLAND RD. BLDG. C SAN MARCOS, Texas 78666	Payment Date 11/17/2020	Payment Amount 1,615.76		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>9140</u>	TOILET PAPER REGULAR / ROSES	10/28/2020	11/24/2020	0.00	705.89	
<u>9161</u>	TOILET PAPER REGULAR / ROSES	11/04/2020	11/24/2020	0.00	909.87	

Vendor Number <u>MACGRI</u>	Vendor Name MACKINZEE GRIEBEL					Total Vendor Amount 146.50
Payment Type Check	Payment Number	Remittance Address 512 ST THOMAS STREET LOCKHART, Texas 78644-	Payment Date 11/17/2020	Payment Amount 146.50		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>11032020</u>	HOURS + TRAINING FOR 2020	11/09/2020	11/24/2020	0.00	146.50	

Vendor Number <u>MARIWIL</u>	Vendor Name MARILYN WILLIAMS					Total Vendor Amount 153.25
Payment Type Check	Payment Number	Remittance Address 627 HARWOOD RD LULING, Texas 78648	Payment Date 11/17/2020	Payment Amount 153.25		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>11032020</u>	HOURS + TRAINING	11/10/2020	11/24/2020	0.00	153.25	

Vendor Number <u>MARLIB</u>	Vendor Name MARISA LIBSTAFF					Total Vendor Amount 151.00
Payment Type Check	Payment Number	Remittance Address 903 LEE LANE LOCKHART, Texas 78644-	Payment Date 11/17/2020	Payment Amount 151.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>11032020</u>	HOURS + TRAINING	11/10/2020	11/24/2020	0.00	151.00	

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Vendor Number	Vendor Name					Total Vendor Amount
MARPLU	MARK'S PLUMBING PARTS					358.00
Payment Type	Payment Number	Remittance Address		Payment Date		Payment Amount
Check		P.O. BOX 121554 FORT WORTH, Texas 76121-1554		11/17/2020		358.00
Payable Number	Description		Payable Date	Due Date	Discount Amount	Payable Amount
INV001907483	CUST ID: 278898 ACORN DUAL TEMP METERING VALVE		10/27/2020	11/24/2020	0.00	358.00
MARLLA	MARY ALICE LLANAS					220.50
Payment Type	Payment Number	Remittance Address		Payment Date		Payment Amount
Check		P.O. BOX 100 FENTRESS, Texas 78622-		11/17/2020		220.50
Payable Number	Description		Payable Date	Due Date	Discount Amount	Payable Amount
11032020	HOURS + TRAINING + DELIVERY		11/10/2020	11/24/2020	0.00	220.50
CASMAR	MARY ESTER CASTRO					146.50
Payment Type	Payment Number	Remittance Address		Payment Date		Payment Amount
Check		P.O. BOX 325 LOCKHART, Texas 78644		11/17/2020		146.50
Payable Number	Description		Payable Date	Due Date	Discount Amount	Payable Amount
11032020	HOURS + TRAINING		11/10/2020	11/24/2020	0.00	146.50
MAMAGA	MARY MAGANA					155.50
Payment Type	Payment Number	Remittance Address		Payment Date		Payment Amount
Check		511 S. BLANCO LOCKHART, Texas 78644-		11/17/2020		155.50
Payable Number	Description		Payable Date	Due Date	Discount Amount	Payable Amount
11032020	HOURS + TRAINING		11/10/2020	11/24/2020	0.00	155.50
MARVIC	MARY VICKY GONZALES					25.00
Payment Type	Payment Number	Remittance Address		Payment Date		Payment Amount
Check		1517 N PECOS LOCKHART, Texas 78644		11/17/2020		25.00
Payable Number	Description		Payable Date	Due Date	Discount Amount	Payable Amount
11032020	TRAINING FOR 2020		11/09/2020	11/24/2020	0.00	25.00
MAUPSY	MAURO PSYCHOLOGICAL SERVICES, PLLC					1,250.00
Payment Type	Payment Number	Remittance Address		Payment Date		Payment Amount
Check		7500 RIALTO BLVD. 1, SUITE 250 AUSTIN, Texas 78735-		11/17/2020		1,250.00
Payable Number	Description		Payable Date	Due Date	Discount Amount	Payable Amount
3072	CAUSE # 48338 EDGAR TOSCANO		09/09/2020	11/24/2020	0.00	1,250.00
MCCFUN	MCCURDY FUNERAL HOME					850.00
Payment Type	Payment Number	Remittance Address		Payment Date		Payment Amount
Check		105 EAST PECAN STREET LOCKHART, Texas 78644		11/17/2020		850.00
Payable Number	Description		Payable Date	Due Date	Discount Amount	Payable Amount
11122020	WILLARD WILLIAM MARX CREMATION DOD: 10/07/20		11/12/2020	11/24/2020	0.00	850.00

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Vendor Number	Vendor Name					Total Vendor Amount
MELRAB	MELANIE RABALAIS					146.50
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		902 FANNIN ST LOCKHART, Texas 78644-	11/17/2020	146.50		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
11032020	HOURS + TRAINING FOR 2020	11/09/2020	11/24/2020	0.00	146.50	
MELREN	MELANIE RENECKER					164.50
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		PO BOX 1141 LOCKHART, Texas 78644-	11/17/2020	164.50		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
11032020	HOURS + TRAINING	11/10/2020	11/24/2020	0.00	164.50	
MELREY	MELISSA Y. REYES					455.00
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		11350 FOUR POINTS DR., # 624 AUSTIN, Texas 78726-	11/17/2020	455.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
48103	CAUSE # 48103 JOE RAVEN JIMENEZ	10/07/2020	11/24/2020	0.00	455.00	
MICLEE	MICHAEL M. LEE					915.00
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		P.O. BOX 354 SAN MARCOS, Texas 78667-	11/17/2020	915.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
20-284	CAUSE # 20-284 FRANK RANDLE	10/20/2020	11/24/2020	0.00	915.00	
NELMCC	NELL MCCLINTON					169.00
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		387 CHESTNUT ROAD LOCKHART, Texas 78644-	11/17/2020	169.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
11032020	HOURS + TRAINING	11/10/2020	11/24/2020	0.00	169.00	
NETDAI	NET DATA					588.00
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		1110 ENTERPRISE DRIVE SULPHUR SPRINGS, Texas 75482-	11/17/2020	588.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
102020	ITICKETS - OCT 2020	11/05/2020	11/24/2020	0.00	588.00	
OFFIDE	OFFICE DEPOT					4,337.52
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		PO BOX 88040 CHICAGO, Illinois 60680-1040	11/17/2020	4,337.52		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
130027995001	ACCT # 43682634 PAPER, COPY, 10-REAMS/CA, W	10/13/2020	11/24/2020	0.00	59.98	
130886076001	ACCT # 43682634 GUARD, SNEEZE, PORTABLE	10/16/2020	11/24/2020	0.00	149.99	
131067931001	ACCT # 43682634 CLIP, BINDER, LARGE, 2 IN, 12	10/19/2020	11/24/2020	0.00	263.49	
131067931002	ACCT # 43682634 PEN, RETRCT, VEL GEL, 7MM	10/20/2020	11/24/2020	0.00	9.09	
131699765001	ACCT # 43682634 CLIPS, PPR, GNT, OD, RCYCLD	10/27/2020	11/24/2020	0.00	1.37	
131785584001	ACCT # 43682634 TISSUE, BATH, OD, 2-PLY	10/21/2020	11/24/2020	0.00	1,779.50	
134779887001	ACCT # 43682634 7.3 CUFT REFER 3 ADJUSTA	11/05/2020	11/24/2020	0.00	310.99	
135965411001	ACCT # 43682634	11/05/2020	11/24/2020	0.00	249.98	

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135987719001	ACCT # 43682634	11/05/2020	11/24/2020	0.00	779.99
135987721001	ACCT # 43682634	11/05/2020	11/24/2020	0.00	499.99
135987722001	ACCT # 43682634	11/05/2020	11/24/2020	0.00	233.15

Vendor Number **Vendor Name** **Total Vendor Amount**
[OLGDEL](#) OLGA DELGADO 151.00

Payment Type **Payment Number** **Remittance Address** **Payment Date** **Payment Amount**
 Check 816 W. LIVE OAK 11/17/2020 151.00
 LOCKHART, Texas 78644

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
11032020	HOURS + TRAINING	11/10/2020	11/24/2020	0.00	151.00

Vendor Number **Vendor Name** **Total Vendor Amount**
[OLIGAR](#) OLIVIA GARCIA 153.25

Payment Type **Payment Number** **Remittance Address** **Payment Date** **Payment Amount**
 Check PO BOX 330 11/17/2020 153.25
 PRAIRIE LEE, Texas 78661-

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
11032020	HOURS + TRAINING	11/10/2020	11/24/2020	0.00	153.25

Vendor Number **Vendor Name** **Total Vendor Amount**
[ORKIN](#) ORKIN - AUSTIN COMMERCIAL 295.19

Payment Type **Payment Number** **Remittance Address** **Payment Date** **Payment Amount**
 Check 5810 TRADE CENTER DR, STE 300 BLDG 1 11/17/2020 295.19
 AUSTIN, Texas 78744-1365

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
204732325	ACCT # 29121597 NOV 2020	10/27/2020	11/24/2020	0.00	295.19

Vendor Number **Vendor Name** **Total Vendor Amount**
[OXYFOR](#) OXYGEN FORENSICS, INC 2,899.00

Payment Type **Payment Number** **Remittance Address** **Payment Date** **Payment Amount**
 Check 909 N. WASHINGTON STREET, SUITE 300 11/17/2020 2,899.00
 ALEXANDRIA, Virginia 22314-

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
87822_1	Oxygen Forensics - CID S.O. 10/30/20 - 10/30/21	11/06/2020	11/24/2020	0.00	2,899.00

Vendor Number **Vendor Name** **Total Vendor Amount**
[PAMOHL](#) PAMELA OHLENDORF 132.08

Payment Type **Payment Number** **Remittance Address** **Payment Date** **Payment Amount**
 Check 407 ROGERS RANCH RD 11/17/2020 132.08
 LOCKHART, Texas 78644

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
11092020	FOOD FOR VOLUNTEERS DURING ELECTION 11/03/20	11/09/2020	11/24/2020	0.00	132.08

Vendor Number **Vendor Name** **Total Vendor Amount**
[PATBAS](#) PATRICIA L. BASSETT 247.50

Payment Type **Payment Number** **Remittance Address** **Payment Date** **Payment Amount**
 Check P.O. BOX 327 11/17/2020 247.50
 LULING, Texas 78648

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
11032020	HOURS	11/10/2020	11/24/2020	0.00	207.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
11092020	HOURS FOR 11/09/20	11/10/2020	11/24/2020	0.00	40.50

Vendor Number **Vendor Name** **Total Vendor Amount**
[PAUEVA](#) PAUL MATTHEW EVANS 2,070.51

Payment Type **Payment Number** **Remittance Address** **Payment Date** **Payment Amount**
 Check P.O. BOX 660 11/17/2020 2,070.51
 LOCKHART, Texas 78644-

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
20-235	CAUSE # 20-235 LINDSEY JO DUNCAN	10/19/2020	11/24/2020	0.00	755.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
48406	CAUSE # 48406 / 48503 VALENTINE VASQUEZ	09/28/2020	11/24/2020	0.00	1,315.51

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Vendor Number PETREE	Vendor Name PETER DAVID REED					Total Vendor Amount 1,900.00
Payment Type Check	Payment Number	Remittance Address 422 W RIVERSIDE DR # 530 AUSTIN, Texas 78704-	Payment Date 11/17/2020	Payment Amount 1,900.00		
Payable Number 19-267	Description CAUSE # 19-267 GREGORY ALEXANDOR SUAREZ	Payable Date 10/01/2020	Due Date 11/24/2020	Discount Amount 0.00	Payable Amount 650.00	
20-067	CAUSE # 20-067 JUAN ALBERTO MINEZ	10/29/2020	11/24/2020	0.00	750.00	
20-153	CAUSE # 20-153 GREGORY ALEXANDRA SUAREZ	10/01/2020	11/24/2020	0.00	500.00	

Vendor Number PETRA	Vendor Name PETROLEUM TRADERS CORPORATION					Total Vendor Amount 6,351.29
Payment Type Check	Payment Number	Remittance Address P.O. Box 2357 FORT WAYNE, Indiana 46801-2357	Payment Date 11/17/2020	Payment Amount 6,351.29		
Payable Number 1598448	Description ACCT # 990644/1 ULTRA LOW SULFUR # 2 DIESEL LOW	Payable Date 11/02/2020	Due Date 11/24/2020	Discount Amount 0.00	Payable Amount 6,351.29	

Vendor Number PFGTEM	Vendor Name PFG-TEMPLE					Total Vendor Amount 4,011.68
Payment Type Check	Payment Number	Remittance Address P.O. BOX 951641 DALLAS, Texas 75395-1641	Payment Date 11/17/2020	Payment Amount 4,011.68		
Payable Number 1058813	Description CUST # 435577 DRY GROCERY / FROZEN	Payable Date 10/29/2020	Due Date 11/24/2020	Discount Amount 0.00	Payable Amount 1,394.87	
1051862	CUST # 435577 DRY GROCERY / FROZEN	11/02/2020	11/24/2020	0.00	1,351.15	
1065389	CUST # 435577 DRY GROCERY / FROZEN	11/05/2020	11/24/2020	0.00	1,265.66	

Vendor Number PHICOY	Vendor Name PHILLIP L COYLE					Total Vendor Amount 153.25
Payment Type Check	Payment Number	Remittance Address 6282 FM 2720 MAXWELL, Texas 78656-	Payment Date 11/17/2020	Payment Amount 153.25		
Payable Number 11032020	Description HOURS + TRAINING	Payable Date 11/10/2020	Due Date 11/24/2020	Discount Amount 0.00	Payable Amount 153.25	

Vendor Number PRISOL	Vendor Name PRINTING SOLUTIONS					Total Vendor Amount 19.38
Payment Type Check	Payment Number	Remittance Address 113 E. SAN ANTONIO ST LOCKHART, Texas 78644	Payment Date 11/17/2020	Payment Amount 19.38		
Payable Number 23944	Description PAPER 80# NATURAL LINEN CARDSTOCK	Payable Date 10/27/2020	Due Date 11/24/2020	Discount Amount 0.00	Payable Amount 19.38	

Vendor Number QUALEA	Vendor Name QUADIENT LEASING USA, INC					Total Vendor Amount 322.30
Payment Type Check	Payment Number	Remittance Address PO BOX 123682, DEPT 3682 DALLAS, Texas 75312-3682	Payment Date 11/17/2020	Payment Amount 322.30		
Payable Number N8530010	Description CUST # 01054254 LEASE #N17031682 10/11 - 11/10/20	Payable Date 10/10/2020	Due Date 11/24/2020	Discount Amount 0.00	Payable Amount 322.30	

Vendor Number QUICOR	Vendor Name QUILL CORPORATION					Total Vendor Amount 201.98
Payment Type Check	Payment Number	Remittance Address P.O. BOX 37600 PHILADELPHIA, Pennsylvania 19101-0600	Payment Date 11/17/2020	Payment Amount 201.98		
Payable Number 11691132	Description ACCT # 4881802 CLOROX DSNFCT WIPE 75 CT FRESH	Payable Date 10/27/2020	Due Date 11/24/2020	Discount Amount 0.00	Payable Amount 201.98	

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Vendor Number	Vendor Name					Total Vendor Amount
RANFLO	RANDOLPH FLORES					220.50
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		19351 CAMINO REAL DALE, Texas 78616-	11/17/2020	220.50		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
11032020	HOURS + TRAINING + DELIVERY	11/10/2020	11/24/2020	0.00	220.50	
RAYDEL	RAYMOND DELEON					46.81
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		1102 4TH ST. LOCKHART, Texas 78644-	11/17/2020	46.81		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
11122020	TRAVEL EXPENSES	11/12/2020	11/24/2020	0.00	46.81	
REBALL	REBECCA ALLEN					148.75
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		515 WICHITA ST LOCKHART, Texas 78644	11/17/2020	148.75		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
11032020	HOURS + TRAINING	11/10/2020	11/24/2020	0.00	148.75	
LEXINE	RELX INC. DBA LEXISNEXIS					490.00
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		P.O. Box 733106 Dallas, Texas 75373-3106	11/17/2020	490.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
3092944848	ACCT # 422MKTQ29 BILLING PERIOD - OCT 2020	10/31/2020	11/24/2020	0.00	65.00	
3092946009	ACCT # 422NHLBG4 BILLING PERIOD: OCT 2020	10/31/2020	11/24/2020	0.00	425.00	
RHOHUN	RHONDA HUNNICUTT					160.00
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		15253 FM 1322 LULING, Texas 78648-	11/17/2020	160.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
11032020	HOURS + TRAINING	11/10/2020	11/24/2020	0.00	160.00	
RICHSA	RICHARD SALISBURY					247.50
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		813 S. MAGNOLIA LULING, Texas 78648-	11/17/2020	247.50		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
11032020	HOURS	11/10/2020	11/24/2020	0.00	207.00	
11092020	HOURS FOR 11/09/2020	11/10/2020	11/24/2020	0.00	40.50	
IKONOF	RICOH USA, INC.					888.28
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		PO BOX 650016 DALLAS, Texas 75265-0016	11/17/2020	888.28		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
104227670	ACCT # 505575-1010175A16 9/29 - 10/28/20	10/09/2020	11/24/2020	0.00	888.28	

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Vendor Number	Vendor Name					Total Vendor Amount
RITMOO	RITA G. MOORE					151.00
Payment Type	Payment Number	Remittance Address		Payment Date		Payment Amount
Check		P.O. BOX 824 LULING, Texas 78648		11/17/2020		151.00
Payable Number	Description		Payable Date	Due Date	Discount Amount	Payable Amount
11032020	HOURS + TRAINING		11/10/2020	11/24/2020	0.00	151.00
ROBHAE	ROBERT A HAEDGE					1,510.00
Payment Type	Payment Number	Remittance Address		Payment Date		Payment Amount
Check		1987 TUMBLEWEED TRAIL DALE, Texas 78616-		11/17/2020		1,510.00
Payable Number	Description		Payable Date	Due Date	Discount Amount	Payable Amount
18-174	CAUSE # 18-174 ANTHONY LAWRENCE MAIORKA		10/26/2020	11/24/2020	0.00	500.00
19-181	CAUSE # 19-181 / 20-171 / 20-172 NOAH X. CRIDER		10/13/2020	11/24/2020	0.00	1,010.00
ROBEGRA	ROBERT DAVID GRATZ					357.50
Payment Type	Payment Number	Remittance Address		Payment Date		Payment Amount
Check		1000 W LIVE OAK ST. LOCKHART, Texas 78644-		11/17/2020		357.50
Payable Number	Description		Payable Date	Due Date	Discount Amount	Payable Amount
11032020	HOURS		11/10/2020	11/24/2020	0.00	308.00
11092020	HOURS FOR 11/09/20		11/10/2020	11/24/2020	0.00	49.50
ROBPUK	ROBERT PURCELL					212.25
Payment Type	Payment Number	Remittance Address		Payment Date		Payment Amount
Check		315 LADY BUG LN MARTINDALE, Texas 78655		11/17/2020		212.25
Payable Number	Description		Payable Date	Due Date	Discount Amount	Payable Amount
11032020	HOURS + TRAINING		11/10/2020	11/24/2020	0.00	212.25
RONLEH	RONDA LEHMAN					31.95
Payment Type	Payment Number	Remittance Address		Payment Date		Payment Amount
Check		517 CARIBBEAN LOCKHART, Texas 78644		11/17/2020		31.95
Payable Number	Description		Payable Date	Due Date	Discount Amount	Payable Amount
11022020	POSTAGE 11/02/20		11/02/2020	11/24/2020	0.00	31.95
ROSFUR	ROSE FURST					206.50
Payment Type	Payment Number	Remittance Address		Payment Date		Payment Amount
Check		6305 FM 672 DALE, Texas 78616-		11/17/2020		206.50
Payable Number	Description		Payable Date	Due Date	Discount Amount	Payable Amount
11032020	HOURS + TRAINING		11/10/2020	11/24/2020	0.00	206.50
RYASAN	RYAN JAMES SANDERS					250.00
Payment Type	Payment Number	Remittance Address		Payment Date		Payment Amount
Check		514 BLAKES COVE LOCKHART, Texas 78644-		11/17/2020		250.00
Payable Number	Description		Payable Date	Due Date	Discount Amount	Payable Amount
032330	REPAIR WORK FOR CONSTABLE # 1'S CHARGER		11/12/2020	11/24/2020	0.00	250.00

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Vendor Number	Vendor Name					Total Vendor Amount
SANJON	SANDY JONES					187.25
Payment Type	Payment Number	Remittance Address		Payment Date		Payment Amount
Check		2012 TUMBLEWEED TRAIL DALE, Texas 78616-		11/17/2020		187.25
Payable Number	Description		Payable Date	Due Date	Discount Amount	Payable Amount
11032020	HOURS + TRAINING		11/10/2020	11/24/2020	0.00	187.25
SARBAR	SARA BARR					184.50
Payment Type	Payment Number	Remittance Address		Payment Date		Payment Amount
Check		210 S. RIO GRANDE ST LOCKHART, Texas 78644-		11/17/2020		184.50
Payable Number	Description		Payable Date	Due Date	Discount Amount	Payable Amount
11032020	HOURS + TRAINING		11/10/2020	11/24/2020	0.00	184.50
SARWEB	SARAH WEBER					135.25
Payment Type	Payment Number	Remittance Address		Payment Date		Payment Amount
Check		209 MEADOW LN MARTINDALE, Texas 78655-		11/17/2020		135.25
Payable Number	Description		Payable Date	Due Date	Discount Amount	Payable Amount
11032020	HOURS + TRAINING FOR 2020		11/09/2020	11/24/2020	0.00	135.25
REDAUT	SEAN MATTHEW MANN					995.21
Payment Type	Payment Number	Remittance Address		Payment Date		Payment Amount
Check		204 NORTH COMMERCE LOCKHART, Texas 78644-		11/17/2020		995.21
Payable Number	Description		Payable Date	Due Date	Discount Amount	Payable Amount
118548	ACCT # 2010 BATTERY		10/28/2020	11/24/2020	0.00	197.99
118562	CUST # 2010 CORE DEPOSIT		10/28/2020	10/28/2020	0.00	-18.00
118572	CUST # 2010 BATTERY		10/28/2020	11/24/2020	0.00	76.49
118708	CUST # 2010 DIESEL EXST FLD 2.5 GA		11/02/2020	11/24/2020	0.00	367.68
118820	CUST # 6000 NAPA FRONT BRAKE PADS		11/04/2020	11/24/2020	0.00	371.05
SMISUP	SMITH SUPPLY CO.- LOCKHART					622.00
Payment Type	Payment Number	Remittance Address		Payment Date		Payment Amount
Check		1830 S. COLORADO LOCKHART, Texas 78644		11/17/2020		622.00
Payable Number	Description		Payable Date	Due Date	Discount Amount	Payable Amount
84453	HARD HAT YELLOW - FULL BRIM		10/30/2020	11/24/2020	0.00	61.35
871494	CUT VINE & STUMP KLR CONC 8 OZ		10/16/2020	11/24/2020	0.00	69.90
872331	DURACELL C 2 PACK		10/23/2020	11/24/2020	0.00	11.90
872874	WATER HEATER CONNECTOR 18" BRD		10/28/2020	11/24/2020	0.00	33.00
873029	TREATED LUMBER		10/29/2020	11/24/2020	0.00	365.90
873515	PROPANE TORCH KIT - ALL PURPOSE		11/02/2020	11/24/2020	0.00	79.95
SOUHEA	SOUTHERN HEALTH PARTNERS, INC.					41,894.24
Payment Type	Payment Number	Remittance Address		Payment Date		Payment Amount
Check		2030 HAMILTON PLACE BLVD., STE 140 CHATTANOOGA, Tennessee 37421-		11/17/2020		41,894.24
Payable Number	Description		Payable Date	Due Date	Discount Amount	Payable Amount
BASE39834	CUST ID: CAL-7388 DEC 2020 BASE		11/12/2020	11/12/2020	0.00	41,894.24

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Vendor Number	Vendor Name					Total Vendor Amount
SOUTIR	SOUTHERN TIRE MART, LLC					516.00
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		DEPT.143 P.O. BOX 1000 MEMPHIS, Tennessee 38148-0143	11/17/2020	516.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
4650060565	CUST # 0142726 ZEEMAX TRALEXP	11/05/2020	11/24/2020	0.00	516.00	
STEMCK	STEPHANIE MCKEE					148.75
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		3608 FM 3158 DALE, Texas 78616-	11/17/2020	148.75		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
11032020	HOURS + TRAINING	11/10/2020	11/24/2020	0.00	148.75	
STECAS	STEVE CASILLAS					220.50
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		1516 TWIN ISLAND DR LOCKHART, Texas 78644-	11/17/2020	220.50		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
11032020	HOURS + TRAINING + DELIVERY	11/10/2020	11/24/2020	0.00	220.50	
SUMBEN	SUMMER BENFORD					605.00
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		PO BOX 151793 AUSTIN, Texas 78715-	11/17/2020	605.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
47852	CAUSE # 47852 ABEL TOLEDO ALVARADO	10/15/2020	11/24/2020	0.00	605.00	
LYNPEAC	SUNNY LYNN PEACH					500.00
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		174 S. GUADALUPE #101 SAN MARCOS, Texas 78666	11/17/2020	500.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
102120	CAUSE # UI DEAN SCHULLE	10/21/2020	11/24/2020	0.00	500.00	
SUSBLA	SUSAN E. BLAIR					206.75
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		5210 TENNEY CREEK RD LULING, Texas 78648	11/17/2020	206.75		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
11032020	HOURS + TRAINING + DELIVERY	11/10/2020	11/24/2020	0.00	206.75	
SUSOLS	SUSANA M. OLSON					144.25
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		406 N. BLANCO LOCKHART, Texas 78644	11/17/2020	144.25		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
11032020	HOURS + TRAINING	11/10/2020	11/24/2020	0.00	144.25	

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Vendor Number	Vendor Name					Total Vendor Amount
SUSINC	SUSTEEN INC					3,485.00
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		18200 VON KARMAN AVENUE, SUITE 780 IRVINE, California 92612-	11/17/2020	3,485.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
9843901	Susteen Renewal for CID - Sheriff's Office	07/08/2020	11/24/2020	0.00	3,485.00	
Vendor Number	Vendor Name					Total Vendor Amount
SUZRIV	SUZANNE RIVAS					204.00
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		903 LEE LN LOCKHART, Texas 78644-	11/17/2020	204.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
11032020	HOURS + TRAINING + DELIVERY	11/10/2020	11/24/2020	0.00	204.00	
Vendor Number	Vendor Name					Total Vendor Amount
SWAGIT	SWAGIT PRODUCTIONS, LLC					783.00
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		12801 NORTH CENTRAL EXPRESSWAY SUITE 900 DALLAS, Texas 75243-	11/17/2020	783.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
16332	SERVICES FOR OCT 2020	10/31/2020	11/24/2020	0.00	783.00	
Vendor Number	Vendor Name					Total Vendor Amount
SYSCO	SYSCO CENTRAL TEXAS, INC					5,954.23
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		1260 SCHWAB ROAD NEW BRAUNFELS, Texas 78132-5155	11/17/2020	5,954.23		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
413867487	CUST # 043430 CHEMICAL & JANITORIAL	10/28/2020	11/24/2020	0.00	286.67	
413867488	CUST # 043430 PAPER & DISP / CHEMICAL & JANITORIA	10/28/2020	11/24/2020	0.00	69.98	
413867489	CUST # 043430 DAIRY / MEATS / FROZEN / CAN & DRY	10/28/2020	11/24/2020	0.00	1,157.49	
413872747	CUST # 043430 DAIRY / MEATS / FROZEN / CAN & DRY	10/30/2020	11/24/2020	0.00	1,291.83	
413872748	CUST # 043430 PAPER & DISP / CHEMICAL & JANITORIAL	10/30/2020	11/24/2020	0.00	175.67	
413887295	CUST # 043430 DAIRY / MEATS / POULTRY / FROZEN	11/04/2020	11/24/2020	0.00	1,202.83	
413887296	CUST # 043430 CHEMICAL & JANITORIAL	11/04/2020	11/24/2020	0.00	280.98	
413887297	CUST # 043430 PAPER & DISP	11/04/2020	11/24/2020	0.00	48.26	
413892784	CUST # 043430 DAIRY / POULTRY / FROZEN / CAN & DR	11/06/2020	11/24/2020	0.00	1,440.52	
Vendor Number	Vendor Name					Total Vendor Amount
T7ENTE	T7 ENTERPRISES, LLC					216.00
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		P.O. BOX 1418 3345 E. STATE HWY 29 BURNET, Texas 78611	11/17/2020	216.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
9559	60 PASSENGER/LIGHT TRUCK	11/09/2020	11/24/2020	0.00	216.00	
Vendor Number	Vendor Name					Total Vendor Amount
TERLBLA	TERI L. BLACK					25.00
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		2407 NIGHT SKY COVE LOCKHART, Texas 78644	11/17/2020	25.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
11032020	TRAINING FOR ELECTION 2020	11/09/2020	11/24/2020	0.00	25.00	

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Vendor Number	Vendor Name					Total Vendor Amount
TXAGFI	TEXAS AGRICULTURAL FINANCE AUTHORITY					230.00
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		PO BOX 12099 CAPITAL STATION AUSTIN, Texas 78701	11/17/2020	230.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
102020	FARM TAGS ISSUED IN OCTOBER 2020	11/05/2020	11/24/2020	0.00	230.00	
Vendor Number	Vendor Name					Total Vendor Amount
TACEDU	TEXAS ASSOCIATION OF COUNTIES					525.00
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		EDUCATION DEPT. P.O. BOX 2711 SAN ANTONIO, Texas 78299-	11/17/2020	200.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
303881	TERESA RODRIGUEZ - WINTER CONF 2/01 - 04/2021	11/12/2020	11/24/2020	0.00	200.00	
Check		EDUCATION DEPT. P.O. BOX 2711 SAN ANTONIO, Texas 78299-	11/17/2020	200.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
303961	JUANITA ALLEN - WINTER CONFERENCE 2/01 - 04/2021	11/12/2020	11/24/2020	0.00	200.00	
Check		EDUCATION DEPT. P.O. BOX 2711 SAN ANTONIO, Texas 78299-	11/17/2020	125.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
304778	MEMBER ID: 245523 2/17 - 19/21	11/12/2020	11/24/2020	0.00	125.00	
Vendor Number	Vendor Name					Total Vendor Amount
TACRIS	TEXAS ASSOCIATION OF COUNTIES					42,493.00
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		RISK MANAGEMENT POOL P.O. BOX 2426 San Antonio, Texas 78298-9900	11/17/2020	42,493.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
NRCN-30609-WC1	MEMBER # 0280 1ST QRTL	11/16/2020	11/24/2020	0.00	42,493.00	
Vendor Number	Vendor Name					Total Vendor Amount
PARWIL	TEXAS PARKS & WILDLIFE DEPARTMENT					446.25
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		4200 SMITH SCHOOL RD AUSTIN, Texas 78744-	11/17/2020	446.25		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
102020	FINES COLLECTED IN OCTOBER 2020	11/05/2020	11/24/2020	0.00	446.25	
Vendor Number	Vendor Name					Total Vendor Amount
TXPOLI	TEXAS POLICE TRAINERS, LLC					30.00
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		P.O. BOX 12072 KILLEEN, Texas 76547-	11/17/2020	30.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
IDDH-12-2020 /1	INTERACTING W/DEAF DRIVERS 10/29/20	10/22/2020	11/24/2020	0.00	30.00	
Vendor Number	Vendor Name					Total Vendor Amount
JAMCAS	THE CASEY LAW FIRM					705.00
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		JAMES ANDREW CASEY 8705 SHOAL CREEK # 202 AUSTIN, Texas 78757	11/17/2020	705.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
18-194	CAUSE # 18-194 / 20-177 ANDREW WRIGHT	10/08/2020	11/24/2020	0.00	705.00	

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Vendor Number <u>RICHIC</u>	Vendor Name THE LAW OFFICE OF TREY HICKS, PLLC				Total Vendor Amount 400.00
Payment Type Check	Payment Number	Remittance Address 201 S. LAUREL AVE. LULING, Texas 78648	Payment Date 11/17/2020	Payment Amount 400.00	
Payable Number <u>2780-19CC</u>	Description CAUSE # 2780-19CC JAM	Payable Date 10/30/2020	Due Date 11/24/2020	Discount Amount 0.00	Payable Amount 400.00

Vendor Number <u>LULNEW</u>	Vendor Name THE LULING NEWSBOY & SIGNAL				Total Vendor Amount 108.75
Payment Type Check	Payment Number	Remittance Address LULING PUBLISHING CO., INC. P.O. BOX 352 LULING, Texas 78648-	Payment Date 11/17/2020	Payment Amount 108.75	
Payable Number <u>10152020</u>	Description 3X6.25 AD FOR COMMUNITY COLLECTION EVENTS	Payable Date 10/31/2020	Due Date 11/24/2020	Discount Amount 0.00	Payable Amount 108.75

Vendor Number <u>THOHAN</u>	Vendor Name THOMAS C. HANSON				Total Vendor Amount 247.50
Payment Type Check	Payment Number	Remittance Address 720 S. COMMERCE ST. LOCKHART, Texas 78644-	Payment Date 11/17/2020	Payment Amount 247.50	
Payable Number <u>11032020</u>	Description HOURS	Payable Date 11/10/2020	Due Date 11/24/2020	Discount Amount 0.00	Payable Amount 207.00
Payable Number <u>11092020</u>	Description HOURS FOR 11/09/2020	Payable Date 11/10/2020	Due Date 11/24/2020	Discount Amount 0.00	Payable Amount 40.50

Vendor Number <u>THOHEN</u>	Vendor Name THOMAS HENDERSON				Total Vendor Amount 153.25
Payment Type Check	Payment Number	Remittance Address 101 STAGECOACH CT LOCKHART, Texas 78644-	Payment Date 11/17/2020	Payment Amount 153.25	
Payable Number <u>11032020</u>	Description HOURS + TRAINING	Payable Date 11/10/2020	Due Date 11/24/2020	Discount Amount 0.00	Payable Amount 153.25

Vendor Number <u>WESGRO</u>	Vendor Name THOMSON REUTERS - WEST PUBLISHING CORP				Total Vendor Amount 354.41
Payment Type Check	Payment Number	Remittance Address THOMSON REUTERS - WEST PAYMENT CENTER P.O. BOX 6292 CAROL STREAM, Illinois 60197-6292	Payment Date 11/17/2020	Payment Amount 354.41	
Payable Number <u>843242681</u>	Description ACCT # 1000732986 OCT 2020	Payable Date 11/01/2020	Due Date 11/24/2020	Discount Amount 0.00	Payable Amount 270.00
Payable Number <u>843351675</u>	Description ACCT # 1000732986 LIBRARY PLAN CHARGES /NOV 2020	Payable Date 11/04/2020	Due Date 11/24/2020	Discount Amount 0.00	Payable Amount 84.41

Vendor Number <u>THYELE</u>	Vendor Name THYSSENKRUPP ELEVATOR				Total Vendor Amount 988.95
Payment Type Check	Payment Number	Remittance Address PO BOX 3796 CAROL STREAM, Illinois 60132-3796	Payment Date 11/17/2020	Payment Amount 988.95	
Payable Number <u>3005585470</u>	Description CUST # 63166 PLATINUM - FULL MAINT.	Payable Date 11/01/2020	Due Date 11/24/2020	Discount Amount 0.00	Payable Amount 988.95

Vendor Number <u>TIMAUL</u>	Vendor Name TIM AULD				Total Vendor Amount 155.50
Payment Type Check	Payment Number	Remittance Address 270 BODEMANN LN LOCKHART, Texas 78644-	Payment Date 11/17/2020	Payment Amount 155.50	
Payable Number <u>11032020</u>	Description HOURS + TRAINING	Payable Date 11/10/2020	Due Date 11/24/2020	Discount Amount 0.00	Payable Amount 155.50

Payment Register

APPKT04695 - 11/24/2020 A/P RUN W/PO'S

Vendor Number	Vendor Name					Total Vendor Amount
TIMJUA	TIMOTHY JUAREZ					206.75
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		1203 TRINITY ST LOCKHART, Texas 78644	11/17/2020	206.75		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
11032020	HOURS + TRAINING + DELIVERY	11/10/2020	11/24/2020	0.00	206.75	
TINMOR	TINA FREEMAN					151.00
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		5543 FM 713 LOCHART, Texas 78644-	11/17/2020	151.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
11032020	HOURS + TRAINING	11/10/2020	11/24/2020	0.00	151.00	
TRARIS	TRANSUNION RISK AND ALTERNATIVE DATA SOLUTION					50.00
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		P.O. BOX 209047 DALLAS, Texas 75320-9047	11/17/2020	50.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
234599-202010-1	ACCT ID: 234599 BILLING PERIOD: OCT 2020	11/01/2020	11/24/2020	0.00	50.00	
TROSWI	TROY O. SWIFT					302.50
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		2155 FM 1977 MARTINDALE, Texas 78655	11/17/2020	302.50		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
11032020	HOURS + TRAINING	11/10/2020	11/24/2020	0.00	253.00	
11092020	HOURS FOR 11/09/2020	11/10/2020	11/24/2020	0.00	49.50	
UNIFIR	UNIFIRST CORPORATION					156.82
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		ATTENTION: ACCTS. RECEIVABLE 6000 BOLM ROAD AUSTIN, Texas 78721	11/17/2020	156.82		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
822 2361945	CUST # 222727 RTE # F6140 SHERIFF	10/30/2020	11/24/2020	0.00	74.78	
822 2363963	CUST # 222727 RTE # F6140 SHERIFF'S	11/06/2020	11/24/2020	0.00	82.04	
UNIWAY	UNITED WAY FOR GREATER AUSTIN					18,244.01
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		2000 E. MARTIN LUTHER KING JR BLVD AUSTIN, Texas 78702-	11/17/2020	18,244.01		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
10272020	REFUND DUE TO CENSUS PROJECT	10/27/2020	11/24/2020	0.00	18,244.01	
VANGUT	VENESSA GUTIERREZ					346.50
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		1010 MONTE VISTA DR LOCKHART, Texas 78644-	11/17/2020	346.50		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
11032020	HOURS	11/10/2020	11/24/2020	0.00	253.00	
11092020	HOURS FOR 11/09/20	11/10/2020	11/24/2020	0.00	93.50	

Payment Register

APPKT04695 - 11/24/2020 A/P RUN W/PO'S

Vendor Number	Vendor Name					Total Vendor Amount
VICBRO	VICTOREA D. BROWN					356.99
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		1920-A CORPRATE DRIVE SUITE 203 SAN MARCOS, Texas 78666	11/17/2020	356.99		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
48714	CAUSE # 48714 TIFFANY YANEZ	09/30/2020	11/24/2020	0.00	356.99	
VIRALL	VIRGINIA HARRIET ALLEN					207.00
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		720 S. COMMERCE LOCKHART, Texas 78644-	11/17/2020	207.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
11032020	HOURS	11/10/2020	11/24/2020	0.00	166.50	
11092020	HOURS FOR 11/09/2020	11/10/2020	11/24/2020	0.00	40.50	
VISTA	VISTA SOLUTIONS, LP					2,050.00
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		6500 RIVER PLACE BLVD., BLDG 2 STE 100 AUSTIN, Texas 78730-	11/17/2020	2,050.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
10679	MAINTENCE AND SUPPORT FOR 10/2020 - 10/02/2021	08/07/2020	11/24/2020	0.00	2,050.00	
WALDEA	WALTER S. DEAN, SR.					738.00
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		P.O. BOX 2278 ROUND ROCK, Texas 78680-	11/17/2020	738.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
20-208	CAUSE # 20-208 CIERA ANN ROBERTS	10/27/2020	11/24/2020	0.00	738.00	
WATWIL	WILLIAM WATSON					178.00
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		7 ARROW LN LULING, Texas 78648	11/17/2020	178.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
11032020	HOURS + TRAINING	11/10/2020	11/24/2020	0.00	178.00	
XERCOR	XEROX CORPORATION					1,165.89
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		P.O. BOX 202882 DALLAS, Texas 75320-2882	11/17/2020	1,165.89		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
2308595	CONTRACT # 010-0063777.002 6/30 - 10/29/20	10/09/2020	11/24/2020	0.00	1,165.89	
XLPART	XL PARTS, LLC					37.19
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		15701 NORTHWEST FREEWAY JERSEY VILLAGE, Texas 77040-	11/17/2020	37.19		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
0416TM9482	CUST # 490093 AIR FILTER	10/28/2020	11/24/2020	0.00	10.51	
0416TM9580	CUST # 490093 AIR FILTER	10/28/2020	11/24/2020	0.00	10.51	
0416TN0720	CUST # 490093 AIR FILTER	10/28/2020	11/24/2020	0.00	16.17	

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
AP BNK	Check	316	217	0.00	468,890.57
Packet Totals:		316	217	0.00	468,890.57

Cash Fund Summary

Fund	Name	Amount
999	POOLED CASH	-468,890.57
Packet Totals:		-468,890.57

- 2. Ratify re-occurring County Payments**
 - a. \$334,225.39 (Payroll 10/25/2020 – 11/07/2020)**
 - b. \$98,942.49 (Payroll Tax 10/25/2020 – 11/07/2020)**
 - c. \$147,545.75 (DMV Remittance)**
 - d. \$2,774.53 (TX Boat Comptroller)**
 - e. \$403,191 (DMV Comptroller)**

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hoppy.haden@co.caldwell.tx.us and ezzy.chan@co.caldwell.tx.us. Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: 11/24/2020

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

\$334,225.39 (Payroll 10/25/2020 - 11/07/2020)

1. Costs:

Actual Cost or Estimated Cost \$ 334,225.39

Is this cost included in the County Budget? yes

Is a Budget Amendment being proposed? no

2. Agenda Speakers:

	Name	Representing	Title
--	------	--------------	-------

(1) Judge Haden

(2) _____

(3) _____

3. Backup Materials: None To Be Distributed 21 total # of backup pages
(including this page)

4. 
Signature of Court Member

11/12/2020
Date



Packet: PYPKT01880 - PAYROLL 10252020 THRU 11072020
Payroll Set: 01 - Payroll Set 01

Pay Period: 10/25/2020 - 11/07/2020

Total Direct Deposits: 324,609.88
Total Check Amounts: 9,615.51

Males Paid: 141
Females Paid: 133
Total Employees: 274

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	2,051.79
BEREAVEMENT	30.75	573.29
C-19	144.00	2,652.88
DA Supplement	0.00	477.70
Delivery Fee	0.00	150.00
FH - LAW	88.00	1,785.77
FLOAT	84.00	1,574.73
Hourly	14,605.90	275,088.62
JP COMP TAKEN	2.50	43.53
Jud Stip	0.00	3,230.77
LWOP	150.00	0.00
OT	664.50	13,339.07
S	461.93	9,700.85
SAL	-183.00	109,413.45
Uniform	0.00	2,450.00
Vacation	833.17	17,728.36
VAC-PAYOUT	89.49	1,606.26
Total:	16,971.24	441,867.07

BENEFITS

Pay Code	Units	Pay Amount
JP COMP EARNED	3.50	75.51
Total:	3.50	75.51

TAXES

Code	Subject To	Employee	Employer
Federal W/H	402,088.85	33,815.15	0.00
MC	425,670.02	6,172.19	6,172.19
SS	425,670.02	26,391.48	26,391.48
Unemployment	425,153.77	0.00	0.45
Total:		66,378.82	32,564.12

33,815.15 +
Fed w/H - 33,815.15 G +

6,172.19 +
6,172.19 +
MC - 12,344.38 G +

26,391.48 +
26,391.48 +
SS - 52,782.96 G +

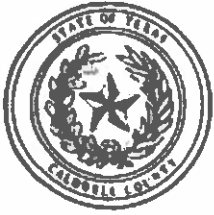
Total - 98,942.49 G 0

DEDUCTIONS

Code	Subject To	Employee	Employer
400	427,524.59	21,376.17	18,811.03
520	0.00	2,205.00	0.00
530	0.00	819.69	0.00
550	0.00	2,678.82	0.00
551	0.00	2,905.80	0.00
552	0.00	288.45	0.00
560	0.00	75.00	0.00
563	0.00	210.19	0.00
580	0.00	166.77	0.00
590	0.00	7,432.70	66,954.08
595	0.00	360.11	0.00
610	0.00	212.99	0.00
615	0.00	2,531.17	0.00
Total:		41,262.86	85,765.11

RECAP 01 - Payroll Set 01

Earnings: 441,867.07 Benefits: 75.51 Deductions: 41,262.86 Taxes: 66,378.82 Net Pay: 334,225.39



Caldwell County, TX

Detail Register

Department Summary

Packet: PYPKT01880 - PAYROLL 10252020 THRU 11072020
 Payroll Set: 01 - Payroll Set 01

Pay Period: 10/25/2020 - 11/07/202

Department: 0000 - 911-GIS

Total Direct Deposits: 1,517.36
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	34.62
SAL	2.00	1,935.58
Total:	2.00	1,970.20

TAXES

Code	Subject To	Employee	Employer
Federal W/H	1,652.88	0.00	0.00
MC	1,751.39	25.40	25.40
SS	1,751.39	108.59	108.59
Unemployment	1,939.62	0.00	0.03
Total:	133.99	133.99	134.02

DEDUCTIONS

Code	Subject To	Employee	Employer
400	1,970.20	98.51	86.69
550	0.00	30.58	0.00
580	0.00	1.53	0.00
590	0.00	159.59	334.01
595	0.00	5.74	0.00
615	0.00	22.90	0.00
Total:	318.85	420.70	420.70

RECAP 0000 - 911-GIS

Earnings: 1,970.20 Benefits: 0.00 Deductions: 318.85 Taxes: 133.99 Net Pay: 1,517.36

Department: 1000 - Courthouse Security

Total Direct Deposits: 9,113.09
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	16.15
C-19	48.00	981.60
Hourly	492.00	10,363.79
S	12.00	245.40
Uniform	0.00	175.00
Vacation	8.00	163.60
Total:	560.00	11,945.54

TAXES

Code	Subject To	Employee	Employer
Federal W/H	10,934.64	931.70	0.00
MC	11,531.92	167.22	167.22
SS	11,531.92	714.98	714.98
Unemployment	11,801.18	0.00	0.00
Total:	1,813.90	1,813.90	882.20

DEDUCTIONS

Code	Subject To	Employee	Employer
400	11,945.54	597.28	525.58
550	0.00	144.36	0.00
551	0.00	20.00	0.00
580	0.00	7.65	0.00
590	0.00	159.59	1,610.05
595	0.00	5.72	0.00
615	0.00	83.95	0.00
Total:	1,018.55	2,135.63	2,135.63

RECAP 1000 - Courthouse Security

Earnings: 11,945.54 Benefits: 0.00 Deductions: 1,018.55 Taxes: 1,813.90 Net Pay: 9,113.09

Department: 1101 - Unit Road

Total Direct Deposits: 24,883.33
 Total Check Amounts: 1,125.70

EARNINGS			TAXES			
Pay Code	Units	Pay Amount	Code	Subject To	Employee	Employer
165 Stipend w/RET	0.00	66.92	Federal W/H	31,485.07	2,708.75	0.00
FLOAT	8.00	138.77	MC	33,226.45	481.77	481.77
Hourly	1,564.50	28,607.35	SS	33,226.45	2,060.03	2,060.03
OT	10.50	288.43	Unemployment	34,624.38	0.00	0.02
S	38.80	712.33		Total:	5,250.55	2,541.82
SAL	1.00	2,143.06				
Vacation	68.70	1,265.22				
VAC-PAYOUT	89.49	1,606.26				
Total:	1,780.99	34,828.34				

DEDUCTIONS			
Code	Subject To	Employee	Employer
400	34,828.34	1,741.38	1,532.47
530	0.00	0.00	0.00
550	0.00	203.96	0.00
551	0.00	57.69	0.00
563	0.00	210.19	0.00
580	0.00	15.30	0.00
590	0.00	1,147.65	6,455.20
595	0.00	25.22	0.00
615	0.00	167.37	0.00
Total:	3,568.76	7,987.67	

RECAP 1101 - Unit Road

Earnings: 34,828.34 Benefits: 0.00 Deductions: 3,568.76 Taxes: 5,250.55 Net Pay: 26,009.03

Department: 1102 - Vehicle Maintenance

Total Direct Deposits: 1,123.49
 Total Check Amounts: 2,495.94

EARNINGS			TAXES			
Pay Code	Units	Pay Amount	Code	Subject To	Employee	Employer
Hourly	240.00	4,488.98	Federal W/H	4,226.23	264.79	0.00
Total:	240.00	4,488.98	MC	4,450.68	64.53	64.53
			SS	4,450.68	275.95	275.95
			Unemployment	4,458.74	0.00	0.00
			Total:	605.27	340.48	

DEDUCTIONS			
Code	Subject To	Employee	Employer
400	4,488.98	224.45	197.52
550	0.00	30.24	0.00
580	0.00	1.53	0.00
590	0.00	0.00	957.03
615	0.00	8.06	0.00
Total:	264.28	1,154.55	

RECAP 1102 - Vehicle Maintenance

Earnings: 4,488.98 Benefits: 0.00 Deductions: 264.28 Taxes: 605.27 Net Pay: 3,619.43

Department: 1103 - Fleet Maintenance

Total Direct Deposits: 1,311.41
Total Check Amounts: 1,212.17

EARNINGS				TAXES		
Pay Code	Units	Pay Amount	Code	Subject To	Employee	Employer
Hourly	158.00	3,093.08	Federal W/H	2,960.24	195.16	0.00
Vacation	2.00	40.70	MC	3,116.93	45.19	45.19
			SS	3,116.93	193.25	193.25
			Unemployment	3,133.78	0.00	0.00
Total:	160.00	3,133.78		Total:	433.60	238.44

DEDUCTIONS			
Code	Subject To	Employee	Employer
400	3,133.78	156.69	137.89
580	0.00	3.06	0.00
590	0.00	0.00	319.01
615	0.00	16.85	0.00
Total:		176.60	456.90

RECAP 1103 - Fleet Maintenance

Earnings: 3,133.78 Benefits: 0.00 Deductions: 176.60 Taxes: 433.60 Net Pay: 2,523.58

Department: 2120 - County Treasurer

Total Direct Deposits: 2,872.09
Total Check Amounts: 0.00

EARNINGS				TAXES		
Pay Code	Units	Pay Amount	Code	Subject To	Employee	Employer
Hourly	76.25	1,545.52	Federal W/H	3,392.57	242.18	0.00
SAL	1.00	2,086.50	MC	3,617.98	52.46	52.46
Vacation	3.75	76.00	SS	3,617.98	224.31	224.31
			Unemployment	3,692.90	0.00	0.00
Total:	81.00	3,708.02		Total:	518.95	276.77

DEDUCTIONS			
Code	Subject To	Employee	Employer
400	3,708.02	185.41	163.16
520	0.00	40.00	0.00
550	0.00	15.12	0.00
551	0.00	38.46	0.00
580	0.00	1.53	0.00
590	0.00	0.00	638.02
595	0.00	2.86	0.00
615	0.00	33.60	0.00
Total:		316.98	801.18

RECAP 2120 - County Treasurer

Earnings: 3,708.02 Benefits: 0.00 Deductions: 316.98 Taxes: 518.95 Net Pay: 2,872.09

Department: 2130 - County Auditor

Total Direct Deposits: 6,989.54
 Total Check Amounts: 0.00

EARNINGS			TAXES			
Pay Code	Units	Pay Amount	Code	Subject To	Employee	Employer
165 Stipend w/RET	0.00	34.62	Federal W/H	8,945.93	1,176.32	0.00
Hourly	232.00	5,038.87	MC	9,915.29	143.77	143.77
SAL	2.00	5,166.49	SS	9,915.29	614.75	614.75
Vacation	8.00	147.36	Unemployment	10,325.26	0.00	0.00
Total:	242.00	10,387.34	Total:	1,934.84	758.52	

DEDUCTIONS			
Code	Subject To	Employee	Employer
400	10,387.34	519.36	457.04
520	0.00	450.00	0.00
550	0.00	62.08	0.00
551	0.00	157.68	0.00
580	0.00	4.59	0.00
590	0.00	159.59	1,291.04
595	0.00	8.31	0.00
610	0.00	16.96	0.00
615	0.00	84.39	0.00
Total:	1,462.96	1,748.08	

RECAP 2130 - County Auditor
 Earnings: 10,387.34 Benefits: 0.00 Deductions: 1,462.96 Taxes: 1,934.84 Net Pay: 6,989.54

Department: 2140 - Tax Assessor-Collector

Total Direct Deposits: 5,664.29
 Total Check Amounts: 0.00

EARNINGS			TAXES			
Pay Code	Units	Pay Amount	Code	Subject To	Employee	Employer
165 Stipend w/RET	0.00	34.62	Federal W/H	6,900.95	666.49	0.00
FLOAT	8.00	131.10	MC	7,413.31	107.49	107.49
Hourly	307.50	5,327.08	SS	7,413.31	459.62	459.62
S	4.50	79.25	Unemployment	5,508.69	0.00	0.00
SAL	1.00	2,075.15	Total:	1,233.60	567.11	
Total:	321.00	7,647.20				

DEDUCTIONS			
Code	Subject To	Employee	Employer
400	7,647.20	382.36	336.47
520	0.00	130.00	0.00
550	0.00	43.86	0.00
580	0.00	3.06	0.00
590	0.00	159.59	1,610.05
595	0.00	14.32	0.00
615	0.00	16.12	0.00
Total:	749.31	1,946.52	

RECAP 2140 - Tax Assessor-Collector
 Earnings: 7,647.20 Benefits: 0.00 Deductions: 749.31 Taxes: 1,233.60 Net Pay: 5,664.29

Department: 2150 - County Clerk

Total Direct Deposits: 9,941.34
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
C-19	24.00	383.82
FLOAT	8.00	141.27
Hourly	573.00	9,607.99
S	11.50	183.29
SAL	1.00	2,098.92
Vacation	23.50	373.58
Total:	641.00	12,788.87

TAXES

Code	Subject To	Employee	Employer
Federal W/H	11,616.73	693.95	0.00
MC	12,316.17	178.59	178.59
SS	12,316.17	763.61	763.61
Unemployment	12,628.54	0.00	0.00
Total:	1,636.15	1,636.15	942.20

DEDUCTIONS

Code	Subject To	Employee	Employer
400	12,788.87	639.44	562.70
520	0.00	60.00	0.00
550	0.00	160.33	0.00
551	0.00	189.98	0.00
580	0.00	12.24	0.00
590	0.00	0.00	2,552.08
595	0.00	22.61	0.00
610	0.00	27.00	0.00
615	0.00	99.78	0.00
Total:	1,211.38	3,114.78	

RECAP 2150 - County Clerk

Earnings: 12,788.87 Benefits: 0.00 Deductions: 1,211.38 Taxes: 1,636.15 Net Pay: 9,941.34

Department: 3000 - County Clerk

Total Direct Deposits: 1,006.17
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
FLOAT	8.00	125.54
Hourly	72.00	1,129.88
Total:	80.00	1,255.42

TAXES

Code	Subject To	Employee	Employer
Federal W/H	1,177.53	76.48	0.00
MC	1,240.30	17.98	17.98
SS	1,240.30	76.90	76.90
Unemployment	1,240.30	0.00	0.02
Total:	171.36	171.36	94.90

DEDUCTIONS

Code	Subject To	Employee	Employer
400	1,255.42	62.77	55.24
550	0.00	15.12	0.00
Total:	77.89	77.89	

RECAP 3000 - County Clerk

Earnings: 1,255.42 Benefits: 0.00 Deductions: 77.89 Taxes: 171.36 Net Pay: 1,006.17

Payroll Set: 01 - Payroll Set 01

Department: 3200 - District Attorney

Total Direct Deposits: 23,476.43
 Total Check Amounts: 31.97

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	34.62
BEREAVEMENT	8.00	150.04
DA Supplement	0.00	477.70
FLOAT	24.00	434.77
Hourly	485.00	9,936.41
S	32.00	988.65
SAL	21.00	18,250.39
Vacation	39.00	908.89
Total:	567.00	31,181.47

TAXES

Code	Subject To	Employee	Employer
Federal W/H	28,478.83	2,657.38	0.00
MC	30,096.17	436.39	436.39
SS	30,096.17	1,865.95	1,865.95
Unemployment	30,576.70	0.00	0.00
Total:		4,959.72	2,302.34

DEDUCTIONS

Code	Subject To	Employee	Employer
400	31,146.85	1,557.34	1,370.46
520	0.00	60.00	0.00
550	0.00	92.45	0.00
551	0.00	311.51	0.00
552	0.00	96.15	0.00
580	0.00	10.71	0.00
590	0.00	478.77	4,192.13
595	0.00	25.74	0.00
615	0.00	80.68	0.00
Total:		2,713.35	5,562.59

RECAP 3200 - District Attorney

Earnings: 31,181.47 Benefits: 0.00 Deductions: 2,713.35 Taxes: 4,959.72 Net Pay: 23,508.40

Department: 3220 - District Clerk

Total Direct Deposits: 8,769.44
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Hourly	539.75	9,226.37
SAL	1.00	2,102.42
Vacation	20.25	334.77
Total:	561.00	11,663.56

TAXES

Code	Subject To	Employee	Employer
Federal W/H	10,423.58	798.35	0.00
MC	11,106.76	161.05	161.05
SS	11,106.76	688.62	688.62
Unemployment	11,587.62	0.00	0.00
Total:		1,648.02	849.67

DEDUCTIONS

Code	Subject To	Employee	Employer
400	11,663.56	583.18	513.20
520	0.00	100.00	0.00
550	0.00	75.94	0.00
551	0.00	71.76	0.00
580	0.00	6.12	0.00
590	0.00	319.18	2,582.08
595	0.00	17.20	0.00
615	0.00	72.72	0.00
Total:		1,246.10	3,095.28

RECAP 3220 - District Clerk

Earnings: 11,663.56 Benefits: 0.00 Deductions: 1,246.10 Taxes: 1,648.02 Net Pay: 8,769.44

Department: 3230 - District Judge

Total Direct Deposits: 5,424.13
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Hourly	80.00	1,458.68
S	8.00	334.97
SAL	0.00	5,536.39
Total:	88.00	7,330.04

TAXES

Code	Subject To	Employee	Employer
Federal W/H	6,346.22	399.40	0.00
MC	6,812.70	98.78	98.78
SS	6,812.70	422.38	422.38
Unemployment	7,253.30	0.00	0.01
Total:	920.56	920.56	521.17

DEDUCTIONS

Code	Subject To	Employee	Employer
400	7,330.04	366.48	322.53
520	0.00	100.00	0.00
550	0.00	30.58	0.00
551	0.00	76.92	0.00
580	0.00	1.53	0.00
590	0.00	319.18	668.02
595	0.00	5.74	0.00
615	0.00	84.92	0.00
Total:	985.35	990.55	

RECAP 3230 - District Judge

Earnings: 7,330.04 Benefits: 0.00 Deductions: 985.35 Taxes: 920.56 Net Pay: 5,424.13

Department: 3240 - County Court Law

Total Direct Deposits: 7,570.02
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Jud Stip	0.00	3,230.77
S	8.00	0.00
SAL	13.00	7,302.42
Vacation	8.00	0.00
Total:	3.00	10,533.19

TAXES

Code	Subject To	Employee	Employer
Federal W/H	9,669.97	1,299.25	0.00
MC	10,446.63	151.48	151.48
SS	10,446.63	647.69	647.69
Unemployment	10,472.03	0.00	0.00
Total:	2,098.42	2,098.42	799.17

DEDUCTIONS

Code	Subject To	Employee	Employer
400	10,533.19	526.66	463.46
520	0.00	250.00	0.00
550	0.00	61.16	0.00
580	0.00	1.53	0.00
590	0.00	0.00	638.02
595	0.00	8.60	0.00
615	0.00	16.80	0.00
Total:	864.75	1,101.48	

RECAP 3240 - County Court Law

Earnings: 10,533.19 Benefits: 0.00 Deductions: 864.75 Taxes: 2,098.42 Net Pay: 7,570.02

Department: 3251 - JP Prect. 1

Total Direct Deposits: 3,219.92
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Hourly	149.00	2,462.06
S	11.00	183.07
SAL	1.00	1,800.35
Total:	161.00	4,445.48

TAXES

Code	Subject To	Employee	Employer
Federal W/H	3,904.56	292.41	0.00
MC	4,126.84	59.84	59.84
SS	4,126.84	255.86	255.86
Unemployment	2,618.13	0.00	0.00
Total:	608.11	315.70	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	4,445.48	222.28	195.61
550	0.00	58.15	0.00
551	0.00	184.60	0.00
560	0.00	75.00	0.00
580	0.00	1.53	0.00
590	0.00	0.00	957.03
615	0.00	75.89	0.00
Total:	617.45	1,152.64	

RECAP 3251 - JP Prect. 1

Earnings: 4,445.48 Benefits: 0.00 Deductions: 617.45 Taxes: 608.11 Net Pay: 3,219.92

Department: 3252 - JP Prect. 2

Total Direct Deposits: 3,406.34
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
C-19	56.00	920.36
Hourly	104.00	1,736.44
SAL	1.00	1,800.35
Total:	161.00	4,457.15

TAXES

Code	Subject To	Employee	Employer
Federal W/H	4,070.19	317.34	0.00
MC	4,293.05	62.25	62.25
SS	4,293.05	266.17	266.17
Unemployment	4,380.87	0.00	0.00
Total:	645.76	328.42	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	4,457.15	222.86	196.12
550	0.00	76.28	0.00
580	0.00	4.59	0.00
590	0.00	0.00	957.03
595	0.00	14.18	0.00
610	0.00	13.50	0.00
615	0.00	73.64	0.00
Total:	405.05	1,153.15	

RECAP 3252 - JP Prect. 2

Earnings: 4,457.15 Benefits: 0.00 Deductions: 405.05 Taxes: 645.76 Net Pay: 3,406.34

Department: 3253 - JP Prec. 3

Total Direct Deposits: 2,890.36
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0 00	34.62
Hourly	137 00	2,000.92
SAL	1 00	1,800.35
Total:	138.00	3,835.89

TAXES

Code	Subject To	Employee	Employer
Federal W/H	3,420.10	253.44	0.00
MC	3,611.90	52.37	52.37
SS	3,611.90	223.93	223.93
Unemployment	3,805.31	0.00	0.00
Total:	13,451.21	529.74	276.30

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,835.89	191.80	168.78
550	0.00	30.58	0.00
590	0.00	159.59	653.02
595	0.00	2.86	0.00
615	0.00	30.96	0.00
Total:	3,835.89	415.79	821.80

RECAP 3253 - JP Prec. 3

Earnings: 3,835.89 Benefits: 0.00 Deductions: 415.79 Taxes: 529.74 Net Pay: 2,890.36

Department: 3254 - JP Prec. 4

Total Direct Deposits: 2,044.26
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Hourly	80 00	1,342.00
SAL	1 00	1,800.35
Total:	81 00	3,142.35

TAXES

Code	Subject To	Employee	Employer
Federal W/H	2,739.16	238.74	0.00
MC	2,906.28	42.14	42.14
SS	2,906.28	180.19	180.19
Unemployment	1,342.00	0.00	0.00
Total:	9,993.72	461.07	222.33

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,142.35	157.12	138.27
520	0.00	10.00	0.00
530	0.00	230.77	0.00
550	0.00	15.12	0.00
551	0.00	38.46	0.00
580	0.00	3.06	0.00
590	0.00	159.59	653.02
615	0.00	22.90	0.00
Total:	3,142.35	637.02	791.29

RECAP 3254 - JP Prec. 4

Earnings: 3,142.35 Benefits: 0.00 Deductions: 637.02 Taxes: 461.07 Net Pay: 2,044.26

Packet: PYPKT01880 - PAYROLL 10252020 THRU 11072020
 Payroll Set: 01 - Payroll Set 01

Pay Period: 10/25/2020 - 11/07/2020

Department: 4300 - County Sheriff

Total Direct Deposits: 56,845.12
 Total Check Amounts: 1,391.52

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	567.71
FH - LAW	64.00	1,229.97
FLOAT	8.00	182.43
Hourly	2,668.50	55,621.66
LWOP	70.00	0.00
OT	69.50	1,957.80
S	152.50	3,459.02
SAL	-68.00	8,264.29
Uniform	0.00	925.00
Vacation	209.00	4,757.96
Total:	3,173.50	76,965.84

TAXES

Code	Subject To	Employee	Employer
Federal W/H	70,616.60	6,264.86	0.00
MC	74,599.88	1,081.70	1,081.70
SS	74,599.88	4,625.18	4,625.18
Unemployment	73,235.04	0.00	0.00
Total:	11,971.74	11,971.74	5,706.88

DEDUCTIONS

Code	Subject To	Employee	Employer
400	76,965.84	3,848.28	3,386.45
520	0.00	135.00	0.00
530	0.00	298.15	0.00
550	0.00	527.39	0.00
551	0.00	396.06	0.00
580	0.00	29.07	0.00
590	0.00	957.54	12,850.40
595	0.00	45.23	0.00
610	0.00	81.00	0.00
615	0.00	439.74	0.00
Total:	6,757.46	6,757.46	16,236.85

RECAP 4300 - County Sheriff

Earnings: 76,965.84 Benefits: 0.00 Deductions: 6,757.46 Taxes: 11,971.74 Net Pay: 58,236.64

Department: 4310 - County Jail

Total Direct Deposits: 72,780.17
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	270.00
BEREAVEMENT	22.75	423.25
FH - LAW	24.00	555.80
FLOAT	12.00	188.08
Hourly	3,893.65	74,933.50
OT	151.50	4,298.43
S	82.50	1,400.35
SAL	-49.00	5,084.03
Uniform	0.00	1,100.00
Vacation	344.85	6,926.34
Total:	4,482.25	95,179.78

TAXES

Code	Subject To	Employee	Employer
Federal W/H	87,217.36	7,151.14	0.00
MC	92,121.36	1,335.73	1,335.73
SS	92,121.36	5,711.51	5,711.51
Unemployment	94,538.93	0.00	0.06
Total:	14,198.38	7,047.30	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	95,179.78	4,759.00	4,187.91
520	0.00	145.00	0.00
530	0.00	170.77	0.00
550	0.00	640.85	0.00
551	0.00	344.22	0.00
580	0.00	27.54	0.00
590	0.00	1,291.98	16,055.50
595	0.00	90.62	0.00
610	0.00	40.50	0.00
615	0.00	690.75	0.00
Total:	8,201.23	20,243.41	

RECAP 4310 - County Jail

Earnings: 95,179.78 Benefits: 0.00 Deductions: 8,201.23 Taxes: 14,198.38 Net Pay: 72,780.17

Department: 4321 - Constables-Pct. 1

Total Direct Deposits: 1,996.56
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	34.62
Hourly	88.00	1,175.60
SAL	1.00	1,222.73
Uniform	0.00	25.00
Total:	89.00	2,457.95

TAXES

Code	Subject To	Employee	Employer
Federal W/H	2,335.05	150.45	0.00
MC	2,457.95	35.64	35.64
SS	2,457.95	152.40	152.40
Unemployment	1,175.60	0.00	0.01
Total:	338.49	188.05	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	2,457.95	122.90	108.15
Total:	122.90	108.15	

RECAP 4321 - Constables-Pct. 1

Earnings: 2,457.95 Benefits: 0.00 Deductions: 122.90 Taxes: 338.49 Net Pay: 1,996.56

Department: 4322 - Constables-Pct. 2

Total Direct Deposits: 2,580.42
 Total Check Amounts: 0.00

EARNINGS			TAXES			
Pay Code	Units	Pay Amount	Code	Subject To	Employee	Employer
165 Stipend w/RET	0.00	34.62	Federal W/H	3,329.91	480.80	0.00
Hourly	166.00	2,289.14	MC	3,512.23	50.93	50.93
SAL	1.00	1,222.73	SS	3,512.23	217.76	217.76
Uniform	0.00	100.00	Unemployment	3,632.87	0.00	0.00
Total:	167.00	3,646.49	Total:	749.49	268.69	

DEDUCTIONS			
Code	Subject To	Employee	Employer
400	3,646.49	182.32	160.44
550	0.00	13.62	0.00
551	0.00	103.84	0.00
590	0.00	0.00	319.01
615	0.00	16.80	0.00
Total:	316.58	479.45	

RECAP 4322 - Constables-Pct. 2
 Earnings: 3,646.49 Benefits: 0.00 Deductions: 316.58 Taxes: 749.49 Net Pay: 2,580.42

Department: 4323 - Constables-Pct. 3

Total Direct Deposits: 2,533.29
 Total Check Amounts: 0.00

EARNINGS			TAXES			
Pay Code	Units	Pay Amount	Code	Subject To	Employee	Employer
165 Stipend w/RET	0.00	34.62	Federal W/H	3,020.39	121.34	0.00
Hourly	119.00	2,159.73	MC	3,192.49	46.30	46.30
SAL	1.00	1,222.73	SS	3,192.49	197.93	197.93
Uniform	0.00	25.00	Unemployment	3,411.50	0.00	0.01
Total:	120.00	3,442.08	Total:	365.57	244.24	

DEDUCTIONS			
Code	Subject To	Employee	Employer
400	3,442.08	172.10	151.45
530	0.00	120.00	0.00
550	0.00	30.58	0.00
580	0.00	1.53	0.00
590	0.00	159.59	334.01
595	0.00	8.44	0.00
615	0.00	50.98	0.00
Total:	543.22	485.46	

RECAP 4323 - Constables-Pct. 3
 Earnings: 3,442.08 Benefits: 0.00 Deductions: 543.22 Taxes: 365.57 Net Pay: 2,533.29

Department: 4324 - Constables-Pct. 4

Total Direct Deposits: 1,633.63
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	34.62
Hourly	79.00	1,089.41
SAL	1.00	1,222.73
Uniform	0.00	25.00
Total:	80.00	2,371.76

TAXES

Code	Subject To	Employee	Employer
Federal W/H	1,960.27	163.01	0.00
MC	2,118.85	30.73	30.73
SS	2,118.85	131.37	131.37
Unemployment	1,089.41	0.00	0.01
Total:	7,287.38	325.11	162.11

DEDUCTIONS

Code	Subject To	Employee	Employer
400	2,371.76	118.58	104.35
520	0.00	40.00	0.00
550	0.00	21.23	0.00
551	0.00	43.45	0.00
580	0.00	1.53	0.00
590	0.00	159.59	334.01
595	0.00	5.74	0.00
615	0.00	22.90	0.00
Total:		413.02	438.36

RECAP 4324 - Constables-Pct. 4

Earnings: 2,371.76 Benefits: 0.00 Deductions: 413.02 Taxes: 325.11 Net Pay: 1,633.63

Department: 4330 - Driver's License

Total Direct Deposits: 550.98
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Hourly	48.00	648.96
Total:	48.00	648.96

TAXES

Code	Subject To	Employee	Employer
Federal W/H	616.51	15.88	0.00
MC	648.96	9.41	9.41
SS	648.96	40.24	40.24
Unemployment	648.96	0.00	0.00
Total:	2,563.39	65.53	49.65

DEDUCTIONS

Code	Subject To	Employee	Employer
400	648.96	32.45	28.55
Total:		32.45	28.55

RECAP 4330 - Driver's License

Earnings: 648.96 Benefits: 0.00 Deductions: 32.45 Taxes: 65.53 Net Pay: 550.98

Department: 5401 - Juvenile Probation

Total Direct Deposits: 14,361.09
 Total Check Amounts: 0.00

EARNINGS			BENEFITS		
Pay Code	Units	Pay Amount	Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	147.67	JP COMP EARNED	3.50	75.51
FLOAT	8.00	232.77			
Hourly	505.75	12,578.87			
JP COMP TAKEN	2.50	43.53			
S	13.25	349.41			
SAL	-14.00	5,623.78			
Vacation	46.50	1,403.35			
Total:	562.00	20,379.38			

Total: 3.50 75.51

DEDUCTIONS			
Code	Subject To	Employee	Employer
400	20,379.38	1,018.97	896.69
520	0.00	400.00	0.00
551	0.00	542.36	0.00
552	0.00	192.30	0.00
580	0.00	7.65	0.00
590	0.00	813.21	2,612.08
595	0.00	5.74	0.00
615	0.00	118.52	0.00
Total:		3,098.75	3,508.77

TAXES			
Code	Subject To	Employee	Employer
Federal W/H	17,288.28	1,488.44	0.00
MC	18,707.25	271.26	271.26
SS	18,707.25	1,159.84	1,159.84
Unemployment	20,379.38	0.00	0.00
Total:		2,919.54	1,431.10

RECAP 5401 - Juvenile Probation

Earnings: 20,379.38 Benefits: 75.51 Deductions: 3,098.75 Taxes: 2,919.54 Net Pay: 14,361.09

Department: 6520 - Building Maintenance

Total Direct Deposits: 5,789.51
 Total Check Amounts: 0.00

EARNINGS			TAXES			
Pay Code	Units	Pay Amount	Code	Subject To	Employee	Employer
165 Stipend w/RET	0.00	99.22	Federal W/H	6,991.82	618.75	0.00
Hourly	309.50	5,409.06	MC	7,367.43	106.82	106.82
LWOP	80.00	0.00	SS	7,367.43	456.78	456.78
S	8.00	164.60	Unemployment	7,433.56	0.00	0.00
SAL	1.00	1,799.32				
Vacation	2.50	40.06				
Total:	401.00	7,512.26			1,182.35	563.60

DEDUCTIONS			
Code	Subject To	Employee	Employer
400	7,512.26	375.61	330.54
520	0.00	0.00	0.00
550	0.00	78.70	0.00
551	0.00	32.69	0.00
580	0.00	6.12	0.00
590	0.00	0.00	1,914.06
595	0.00	8.58	0.00
610	0.00	13.84	0.00
615	0.00	24.86	0.00
Total:		540.40	2,244.60

RECAP 6520 - Building Maintenance

Earnings: 7,512.26 Benefits: 0.00 Deductions: 540.40 Taxes: 1,182.35 Net Pay: 5,789.51

Department: 6550 - Elections

Total Direct Deposits: 12,035.65
 Total Check Amounts: 2,672.06

EARNINGS			TAXES			
Pay Code	Units	Pay Amount	Code	Subject To	Employee	Employer
165 Stipend w/RET	0.00	34.62	Federal W/H	16,821.21	783.48	0.00
C-19	16.00	367.10	MC	17,121.86	248.28	248.28
Delivery Fee	0.00	150.00	SS	17,121.86	1,061.55	1,061.55
Hourly	810.50	8,717.43	Unemployment	17,079.54	0.00	0.24
OT	424.00	6,516.08				
SAL	-15.00	1,468.43				
	Total:	1,235.50		Total:	2,093.31	1,310.07

DEDUCTIONS

Code	Subject To	Employee	Employer
400	4,812.88	240.65	211.77
520	0.00	60.00	0.00
550	0.00	24.12	0.00
551	0.00	107.68	0.00
610	0.00	20.19	0.00
	Total:	452.64	211.77

RECAP 6550 - Elections

Earnings: 17,253.66 Benefits: 0.00 Deductions: 452.64 Taxes: 2,093.31 Net Pay: 14,707.71

Department: 6560 - Commissioners Court

Total Direct Deposits: 9,784.80
 Total Check Amounts: 0.00

EARNINGS			TAXES			
Pay Code	Units	Pay Amount	Code	Subject To	Employee	Employer
165 Stipend w/RET	0.00	228.66	Federal W/H	11,678.83	941.08	0.00
S	71.88	1,360.51	MC	12,376.80	179.47	179.47
SAL	6.00	11,716.72	SS	12,376.80	767.36	767.36
Vacation	8.12	153.69	Unemployment	11,468.72	0.00	0.00
	Total:	86.00		Total:	1,887.91	946.83

DEDUCTIONS

Code	Subject To	Employee	Employer
400	13,459.58	672.97	592.22
520	0.00	25.00	0.00
550	0.00	60.82	0.00
551	0.00	103.84	0.00
580	0.00	6.12	0.00
590	0.00	828.47	2,278.07
595	0.00	14.05	0.00
615	0.00	75.60	0.00
	Total:	1,786.87	2,870.29

RECAP 6560 - Commissioners Court

Earnings: 13,459.58 Benefits: 0.00 Deductions: 1,786.87 Taxes: 1,887.91 Net Pay: 9,784.80

Department: 6570 - Veteran Service Officer

Total Direct Deposits: 1,244.74
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	34.62
SAL	1.00	1,553.85
Total:	1.00	1,588.47

TAXES

Code	Subject To	Employee	Employer
Federal W/H	1,509.05	141.26	0.00
MC	1,588.47	23.03	23.03
SS	1,588.47	98.49	98.49
Unemployment	1,588.47	0.00	0.00
Total:	1,588.47	262.78	121.52

DEDUCTIONS

Code	Subject To	Employee	Employer
400	1,588.47	79.42	69.89
580	0.00	1.53	0.00
Total:	1,588.47	80.95	69.89

RECAP 6570 - Veteran Service Officer

Earnings: 1,588.47 Benefits: 0.00 Deductions: 80.95 Taxes: 262.78 Net Pay: 1,244.74

Department: 6580 - Human Resources

Total Direct Deposits: 1,204.17
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
SAL	-3.00	1,846.99
Vacation	4.00	97.21
Total:	1.00	1,944.20

TAXES

Code	Subject To	Employee	Employer
Federal W/H	1,825.31	474.06	0.00
MC	1,922.52	27.88	27.88
SS	1,922.52	119.20	119.20
Unemployment	1,930.58	0.00	0.00
Total:	1,922.52	621.14	147.08

DEDUCTIONS

Code	Subject To	Employee	Employer
400	1,944.20	97.21	85.54
550	0.00	13.62	0.00
615	0.00	8.06	0.00
Total:	1,944.20	118.89	85.54

RECAP 6580 - Human Resources

Earnings: 1,944.20 Benefits: 0.00 Deductions: 118.89 Taxes: 621.14 Net Pay: 1,204.17

Department: 6590 - Purchasing

Total Direct Deposits: 1,589.82
 Total Check Amounts: 686.15

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	50.77
Hourly	40.00	773.08
SAL	1.00	2,074.35
Total:	41.00	2,898.20

TAXES

Code	Subject To	Employee	Employer
Federal W/H	2,745.23	248.17	0.00
MC	2,890.14	41.90	41.90
SS	2,890.14	179.19	179.19
Unemployment	2,898.20	0.00	0.01
Total:	2,898.20	469.26	221.10

DEDUCTIONS

Code	Subject To	Employee	Employer
400	2,898.20	144.91	127.52
590	0.00	0.00	319.01
615	0.00	8.06	0.00
Total:	2,898.20	152.97	446.53

RECAP 6590 - Purchasing

Earnings: 2,898.20 Benefits: 0.00 Deductions: 152.97 Taxes: 469.26 Net Pay: 2,275.97

Department: 6610 - IT-Technology

Total Direct Deposits: 4,404.49
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	103.86
Hourly	153.00	3,790.58
S	8.00	240.00
SAL	1.00	1,800.00
Total:	162.00	5,934.44

TAXES

Code	Subject To	Employee	Employer
Federal W/H	5,338.26	485.87	0.00
MC	5,834.98	84.60	84.60
SS	5,834.98	361.77	361.77
Unemployment	5,903.86	0.00	0.03
Total:	932.24	446.40	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	5,934.44	296.72	261.11
520	0.00	200.00	0.00
550	0.00	30.58	0.00
551	0.00	26.92	0.00
580	0.00	1.53	0.00
590	0.00	0.00	638.02
595	0.00	8.31	0.00
615	0.00	33.65	0.00
Total:	597.71	899.13	

RECAP 6610 - IT-Technology

Earnings: 5,934.44 Benefits: 0.00 Deductions: 597.71 Taxes: 932.24 Net Pay: 4,404.49

Department: 6630 - Grants Department

Total Direct Deposits: 2,034.85
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	34.62
SAL	1.00	2,500.00
Total:	1.00	2,534.62

TAXES

Code	Subject To	Employee	Employer
Federal W/H	2,407.89	179.14	0.00
MC	2,534.62	36.75	36.75
SS	2,534.62	157.15	157.15
Unemployment	2,534.62	0.00	0.00
Total:	373.04	193.90	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	2,534.62	126.73	111.52
Total:	126.73	111.52	

RECAP 6630 - Grants Department

Earnings: 2,534.62 Benefits: 0.00 Deductions: 126.73 Taxes: 373.04 Net Pay: 2,034.85

Department: 6640 - Code Investigator

Total Direct Deposits: 2,590.13
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	50.77
Hourly	160.00	3,138.07
Uniform	0.00	50.00
Total:	160.00	3,238.84

TAXES

Code	Subject To	Employee	Employer
Federal W/H	3,008.29	174.11	0.00
MC	3,170.24	45.97	45.97
SS	3,170.24	196.55	196.55
Unemployment	3,238.84	0.00	0.00
Total:		416.63	242.52

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,238.84	161.95	142.50
551	0.00	57.68	0.00
580	0.00	1.53	0.00
590	0.00	0.00	638.02
595	0.00	2.86	0.00
615	0.00	8.06	0.00
Total:		232.08	780.52

RECAP 6640 - Code Investigator

Earnings: 3,238.84 Benefits: 0.00 Deductions: 232.08 Taxes: 416.63 Net Pay: 2,590.13

Department: 6650 - Emerg Mgnt/Homeland Sec

Total Direct Deposits: 3,332.99
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Hourly	80.00	1,649.34
OT	9.00	278.33
SAL	-31.00	1,368.25
Vacation	32.00	912.16
Total:	90.00	4,208.08

TAXES

Code	Subject To	Employee	Employer
Federal W/H	3,921.40	270.80	0.00
MC	4,131.80	59.91	59.91
SS	4,131.80	256.17	256.17
Unemployment	4,162.38	0.00	0.00
Total:		586.88	316.08

DEDUCTIONS

Code	Subject To	Employee	Employer
400	4,208.08	210.40	185.16
550	0.00	45.70	0.00
580	0.00	1.53	0.00
590	0.00	0.00	638.02
595	0.00	5.72	0.00
615	0.00	24.86	0.00
Total:		288.21	823.18

RECAP 6650 - Emerg Mgnt/Homeland Sec

Earnings: 4,208.08 Benefits: 0.00 Deductions: 288.21 Taxes: 586.88 Net Pay: 3,332.99

Department: 7610 - Sanitation Department

Total Direct Deposits: 2,119.37
Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	34.62
Hourly	115.00	2,332.50
Uniform	0.00	25.00
Vacation	5.00	127.47
Total:	120.00	2,519.59

TAXES

Code	Subject To	Employee	Employer
Federal W/H	2,363.03	51.73	0.00
MC	2,489.01	36.09	36.09
SS	2,489.01	154.31	154.31
Unemployment	2,489.01	0.00	0.00
Total:	Total:	242.13	190.40

DEDUCTIONS

Code	Subject To	Employee	Employer
400	2,519.59	125.98	110.86
550	0.00	30.58	0.00
580	0.00	1.53	0.00
590	0.00	0.00	319.01
Total:	Total:	158.09	429.87

RECAP 7610 - Sanitation Department

Earnings: 2,519.59 Benefits: 0.00 Deductions: 158.09 Taxes: 242.13 Net Pay: 2,119.37

Department: 8700 - County Agent

Total Direct Deposits: 3,975.09
Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Hourly	80.00	1,416.27
SAL	3.00	3,523.80
Total:	83.00	4,940.07

TAXES

Code	Subject To	Employee	Employer
Federal W/H	4,748.78	398.65	0.00
MC	4,902.43	71.09	71.09
SS	4,902.43	303.95	303.95
Unemployment	4,924.95	0.00	0.00
Total:	Total:	773.69	375.04

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,072.99	153.65	135.22
550	0.00	15.12	0.00
590	0.00	0.00	638.02
595	0.00	5.72	0.00
615	0.00	16.80	0.00
Total:	Total:	191.29	773.24

RECAP 8700 - County Agent

Earnings: 4,940.07 Benefits: 0.00 Deductions: 191.29 Taxes: 773.69 Net Pay: 3,975.09

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hoppy.haden@co.caldwell.tx.us and ezzy.chan@co.caldwell.tx.us . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: 11/24/2020

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

\$98,942.49 (Payroll Tax 10/25/2020 - 11/07/2020)

1. Costs:

Actual Cost or Estimated Cost \$ 98,942.49

Is this cost included in the County Budget? yes

Is a Budget Amendment being proposed? no

2. Agenda Speakers:

	Name	Representing	Title
--	------	--------------	-------

(1) Judge Haden

(2) _____

(3) _____

3. Backup Materials:

None To Be Distributed 2 total # of backup pages
(including this page)

4.  _____
Signature of Court Member

11/2/2020
Date



Packet: PYPKT01880 - PAYROLL 10252020 THRU 11072020
Payroll Set: 01 - Payroll Set 01

Pay Period: 10/25/2020 - 11/07/2020

Total Direct Deposits: 324,609.88
Total Check Amounts: 9,615.51

Males Paid: 141
Females Paid: 133
Total Employees: 274

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	2,051.79
BEREAVEMENT	30.75	573.29
C-19	144.00	2,652.88
DA Supplement	0.00	477.70
Delivery Fee	0.00	150.00
FH - LAW	88.00	1,785.77
FLOAT	84.00	1,574.73
Hourly	14,605.90	275,088.62
JP COMP TAKEN	2.50	43.53
Jud Stip	0.00	3,230.77
LWOP	150.00	0.00
OT	664.50	13,339.07
S	461.93	9,700.85
SAL	-183.00	109,413.45
Uniform	0.00	2,450.00
Vacation	833.17	17,728.36
VAC-PAYOUT	89.49	1,606.26
Total:	16,971.24	441,867.07

BENEFITS

Pay Code	Units	Pay Amount
JP COMP EARNED	3.50	75.51
Total:	3.50	75.51

TAXES

Code	Subject To	Employee	Employer
Federal W/H	402,088.85	33,815.15	0.00
MC	425,670.02	6,172.19	6,172.19
SS	425,670.02	26,391.48	26,391.48
Unemployment	425,153.77	0.00	0.45
Total:		66,378.82	32,564.12

$33,815.15 +$
 Fed w/H - $33,815.15$
 $6,172.19 +$
 $6,172.19 +$
 MC - $12,344.38$
 $26,391.48 +$
 $26,391.48 +$
 SS - $52,782.96$
 Total - $98,942.49$

DEDUCTIONS

Code	Subject To	Employee	Employer
400	427,524.59	21,376.17	18,811.03
520	0.00	2,205.00	0.00
530	0.00	819.69	0.00
550	0.00	2,678.82	0.00
551	0.00	2,905.80	0.00
552	0.00	288.45	0.00
560	0.00	75.00	0.00
563	0.00	210.19	0.00
580	0.00	166.77	0.00
590	0.00	7,432.70	66,954.08
595	0.00	360.11	0.00
610	0.00	212.99	0.00
615	0.00	2,531.17	0.00
Total:		41,262.86	85,765.11

RECAP 01 - Payroll Set 01

Earnings: 441,867.07 Benefits: 75.51 Deductions: 41,262.86 Taxes: 66,378.82 Net Pay: 334,225.39

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hoppy.haden@co.caldwell.tx.us and ezzy.chan@co.caldwell.tx.us . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: 11/24/2020

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

\$147,545.75 (DMV Remittance)

1. **Costs:**

Actual Cost or **Estimated Cost** \$ 147,545.75

Is this cost included in the County Budget? yes

Is a Budget Amendment being proposed? no

2. **Agenda Speakers:**

	Name	Representing	Title
--	------	--------------	-------

(1) Judge Haden

(2) _____

(3) _____

3. **Backup Materials:** None To Be Distributed 13 total # of backup pages
(including this page)

4. 
Signature of Court Member

11/13/2020
Date



\$147,545.75

RTS County Funds Reprint...

REGISTRATION & TITLE SYSTEM

Customer Miscellaneous Reports Local Options Accounting Inventory Funds Exit Help

Funds Due Summary ACC017

Select a report using arrow keys and press enter.

Due Date	Funds Report Date	Reporting Date	Total Amount Due	Remittance Amount
10/14/2020	10/13/2020	10/13/2020	194.00	0.00
10/15/2020	10/13/2020	10/13/2020	633.00	0.00
10/16/2020	10/14/2020	10/14/2020	740.00	0.00
10/18/2020	10/15/2020	10/15/2020	208.00	0.00
10/20/2020	10/16/2020	10/16/2020	363.00	0.00
10/20/2020	10/17/2020	10/17/2020	40250.00	0.00
Totals:			147545.75	0.00

Enter Cancel

User: 436-OLAW, CALDWELL COUNTY, CALDWELL COUNTY MAIN OFFICE 146 100 (28386200) P023 Version 3.6.0 (1/10/2020)



MONTHLY FUNDS REPORT

For: October 2020

Registration and Title System Report

Transaction Year: 2020

Transaction Month: October

Account Item Code

REGISTRATION EMISSIONS FEE, SALES TAX FEE, SALES TAX EMISSIONS FEE, SALES TAX EMISSION FEE 1%, SALES TAX PENALTY FEE, TERP FEE, TEXAS MOBILITY FUND FEE, YOUNG FARMER PROGRAM

Off ce: 028 - CALDWELL

Monthly Totals							
County	REGISTRATION EMISSIONS FEE	SALES TAX EMISSION FEE 1%	SALES TAX EMISSIONS FEE	SALES TAX FEE	SALES TAX PENALTY FEE	TEXAS MOBILITY FUND FEE	YOUNG FARMER PROGRAM
028 - CALDWELL	\$932.34	\$366.00	\$75.00	\$501,494.74	\$322.92	\$20,000.00	\$230.00
Items Sold	12	5	7	7,006	75	7,000	45
Voided	0	0	0	11	0	19	0

County: 028 - CALDWELL

Account Item Code Description: REGISTRATION EMISSIONS FEE

Total Item Price: \$932.34

Items sold: 12

Voided: 0

27799644109003887	\$38.98	02810044124105750	\$53.50	27799644109000006	\$83.86	02800144103152338	\$84.00
02800144124081329	\$84.00	02810044111080022	\$84.00	02810044129111328	\$84.00	02820044116115313	\$84.00
02825044111103255	\$84.00	02825044111141208	\$84.00	02825044117120144	\$84.00	02825044130152908	\$84.00

County: 028 - CALDWELL

Account Item Code Description: SALES TAX EMISSION FEE 1%

Total Item Price: \$366.00

Items sold: 5

Voided: 0

02810044109124238	\$64.00	02825044115112252	\$66.60	02825044132154014	\$70.40	02825044117120144	\$80.00
02825044130152908	\$85.00						

County: 028 - CALDWELL

Account Item Code Description: SALES TAX EMISSIONS FEE

Total Item Price: \$75.00

Items sold: 1

Voided: 0

02810044103110924	\$75.00						
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MONTHLY FUNDS REPORT

For October 2020

Transaction Year: 2020

Transaction Month: October

Account Item Code:

REGISTRATION EMISSIONS FEE, SALES TAX FEE, SALES TAX EMISSIONS FEE, SALES TAX EMISSION FEE 1%, SALES TAX PENALTY FEE, TERP FEE, TEXAS MOBILITY FUND FEE, YOUNG FARMER PROGRAM

Office:

028 - CALDWELL

County: 028 - CALDWELL

Account Item Code Description: SALES TAX FEE

Total Item Price: \$381,494.74

Items sold: 1,008

Voided: 11

02825044125104113	(\$1,694.57)	02800144129160439	(\$1,390.07)	02825044111085445	(\$250.00)	02800144114093749	(\$226.25)
0282504411115237	(\$75.00)	02825044107153648	(\$53.75)	02820044104110524	(\$50.00)	02820044104114532	(\$50.00)
02810044118102104	(\$10.00)	02825044109164004	(\$10.00)	28970044118165930	(\$10.00)	02800044108094247	0.00
02800044108154648	0.00	02800044110101639	0.00	02800044110103835	0.00	02800044110104315	0.00
02800044110104945	0.00	02800044110105502	0.00	02800044110105847	0.00	02800044110153150	0.00
02800044111155855	0.00	02800044115133833	0.00	02800044115134456	0.00	02800044115143448	0.00
02800044115144250	0.00	02800044115151259	0.00	02800044115154026	0.00	02800044116113519	0.00
02800044121092543	0.00	02800044123145506	0.00	02800044123153152	0.00	02800044129095514	0.00
02800044129100204	0.00	02800044129101845	0.00	02800044129102525	0.00	02800044129103335	0.00
02800044129105756	0.00	02800044129112620	0.00	02800044129113050	0.00	02800044129131005	0.00
02800044129132139	0.00	02800044129132923	0.00	02800044129142045	0.00	02800044129142353	0.00
02800044129142644	0.00	02800044129143338	0.00	02800044129143706	0.00	02800044129144010	0.00
02800044129144449	0.00	02800044129144817	0.00	02800044132132750	0.00	02800044132152101	0.00
02800044132153557	0.00	02800144104111629	0.00	02800144109153134	0.00	02800144111144850	0.00
02800144118114815	0.00	02800144121085309	0.00	02800144121085623	0.00	02800144121085910	0.00
02800144121090148	0.00	02800144121090445	0.00	02800144122152136	0.00	02800144128142121	0.00
02800144128142509	0.00	02800144128142748	0.00	02800144128143021	0.00	02800144128143307	0.00
02800144128152027	0.00	02800144129141249	0.00	02800144129141618	0.00	02800144130152059	0.00
02800144132142133	0.00	02810044103074833	0.00	02810044103140410	0.00	02810044103155938	0.00
02810044104092352	0.00	02810044104102058	0.00	02810044104102709	0.00	02810044104112432	0.00
02810044104112831	0.00	02810044104120351	0.00	02810044104120729	0.00	02810044104121853	0.00
02810044107082806	0.00	02810044107121918	0.00	02810044108081251	0.00	02810044108081711	0.00
02810044108081948	0.00	02810044108082300	0.00	02810044109155357	0.00	02810044110081933	0.00
02810044110101206	0.00	02810044115094206	0.00	02810044115094604	0.00	02810044115094930	0.00
02810044115095231	0.00	02810044115153034	0.00	02810044116100620	0.00	02810044116102134	0.00
02810044116142934	0.00	02810044116150548	0.00	02810044116150818	0.00	02810044116151215	0.00
02810044116151528	0.00	02810044117085534	0.00	02810044117085929	0.00	02810044118091309	0.00
02810044118094545	0.00	02810044121161256	0.00	02810044122133633	0.00	02810044122154610	0.00
02810044123125932	0.00	02810044124090030	0.00	02810044128101803	0.00	02810044128102336	0.00
02810044128102746	0.00	02810044128103224	0.00	02810044128103510	0.00	02810044128104505	0.00
02810044128104828	0.00	02810044128105218	0.00	02810044128105458	0.00	02810044128110057	0.00
02810044128110937	0.00	02810044128111252	0.00	02810044128112435	0.00	02810044128112745	0.00
02810044128113015	0.00	02810044128115300	0.00	02810044128120054	0.00	02810044128120456	0.00
02810044128120757	0.00	02810344128121416	0.00	02810044128121706	0.00	02810044128125835	0.00
02810044128130407	0.00	02810044128151042	0.00	02810044128152054	0.00	02810044128152528	0.00
02810044128155855	0.00	02810044128160141	0.00	02810044129083303	0.00	02810044129083304	0.00
02810044129083305	0.00	02810044129083307	0.00	02810044129083308	0.00	02810044129084740	0.00
02810044129085036	0.00	02810044129085330	0.00	02810044129085922	0.00	02810044129090225	0.00
02810044129100049	0.00	02810044129100826	0.00	02810044129101042	0.00	02810044129101301	0.00
02810044129101539	0.00	02810044129101757	0.00	02810044129111212	0.00	02810044129113211	0.00
02810044129113653	0.00	02810044129114013	0.00	02810044129114257	0.00	02810044129114524	0.00
02810044129114752	0.00	02810044129115016	0.00	02810044129115244	0.00	02810044129120224	0.00
02810044129120445	0.00	02810044129124618	0.00	02810044129124839	0.00	02810044129131505	0.00
02810044129131745	0.00	02810044129134352	0.00	02810044129134626	0.00	02810044129134905	0.00
02810044129135127	0.00	02810044129135404	0.00	02810044129135627	0.00	02810044129140440	0.00
02810044130081932	0.00	02810044130082156	0.00	02810044130141631	0.00	02810044131074642	0.00
02810044131075204	0.00	02810044131075440	0.00	02810044131134121	0.00	02810044132155243	0.00
02820044104103634	0.00	02820044130103149	0.00	02825044103081803	0.00	02825044103094344	0.00
02825044103152717	0.00	02825044104110535	0.00	02825044104113750	0.00	02825044107082802	0.00
02825044107083048	0.00	02825044107084348	0.00	02825044107090359	0.00	02825044107090734	0.00
02825044107091123	0.00	02825044107091443	0.00	02825044107091823	0.00	02825044107092153	0.00
02825044107092539	0.00	02825044107092913	0.00	02825044107093333	0.00	02825044107093845	0.00
02825044107144154	0.00	02825044107144548	0.00	02825044110082045	0.00	02825044110082523	0.00
02825044110104058	0.00	02825044110104338	0.00	02825044115154923	0.00	02825044118121159	0.00
02825044118121452	0.00	02825044118150411	0.00	02825044121142541	0.00	02825044123145054	0.00
02825044123151358	0.00	02825044123151957	0.00	02825044124121025	0.00	02825044125141557	0.00
02825044128113151	0.00	02825044128113616	0.00	02825044128114612	0.00	02825044128115132	0.00
02825044128115439	0.00	02825044128120234	0.00	02825044128120959	0.00	02825044128122417	0.00
02825044128141548	0.00	02825044128143337	0.00	02825044128144020	0.00	02825044129092812	0.00
02825044129093557	0.00	02825044129094437	0.00	02825044129094843	0.00	02825044129095843	0.00
02825044129100837	0.00	02825044129101203	0.00	02825044129101505	0.00	02825044129101823	0.00



MONTHLY FUNDS REPORT

For October 2020

Transaction Year: 2020

Transaction Month: October

Account Item Code: REGISTRATION EMISSIONS FEE, SALES TAX FEE, SALES TAX EMISSIONS FEE, SALES TAX EMISSION FEE 1%, SALES TAX PENALTY FEE, TERP FEE, TEXAS MOBILITY FUND FEE, YOUNG FARMER PROGRAM

Office: 028 - CALDWELL

County: 028 - CALDWELL

Account Item Code Description: SALES TAX FEE

Total Item Price: \$381,494.74

Items sold: 1,008

Voided: 11

Table with 8 columns: Item ID, Amount, Item ID, Amount, Item ID, Amount, Item ID, Amount. Lists various sales tax fee transactions for October 2020 in Caldwell County, TX.



MONTHLY FUNDS REPORT

For October 2020

Transaction Year: 2020 Transaction Month: October Account Item Code: REGISTRATION EMISSIONS FEE, SALES TAX FEE, SALES TAX EMISSIONS FEE, SALES TAX EMISSION FEE 1%, SALES TAX PENALTY FEE, TERP FEE, TEXAS MOBILITY FUND FEE, YOUNG FARMER PROGRAM

Office: 028 - CALDWELL

County: 028 - CALDWELL

Account Item Code Description: SALES TAX FEE

Total Item Price: \$381,494.74

Items sold: 1,008

Voided: 11

Table with 8 columns: Item ID, Amount, Item ID, Amount, Item ID, Amount, Item ID, Amount. Lists various transaction items and their corresponding amounts.



MONTHLY FUNDS REPORT

For October 2020

Transaction Year: 2020 Transaction Month: October Account Item Code: REGISTRATION EMISSIONS FEE, SALES TAX FEE, SALES TAX EMISSIONS FEE, SALES TAX EMISSION FEE 1%, SALES TAX PENALTY FEE, TERP FEE, TEXAS MOBILITY FUND FEE, YOUNG FARMER PROGRAM

Office: 028 - CALDWELL

County: 028 - CALDWELL

Account Item Code Description: SALES TAX FEE

Total Item Price: \$381,494.74

Rems sold: 1,008

Voided: 11

Table with 8 columns: Item ID, Amount, Item ID, Amount, Item ID, Amount, Item ID, Amount. Lists various transaction items and their corresponding amounts.



MONTHLY FUNDS REPORT

For October 2020

Registration and Title System Report

Transaction Year 2020

Transaction Month: October

Account Item Code: REGISTRAT ON EMISSIONS FEE, SALES TAX FEE, SALES TAX EMISSIONS FEE, SALES TAX EMISSION FEE 1%, SALES TAX PENALTY FEE, TERP FEE, TEXAS MOBILITY FUND FEE, YOUNG FARMER PROGRAM

Office 028 - CALDWELL

County: 028 - CALDWELL

Account Item Code Description: SALES TAX FEE

Total Item Price: \$381,494.74

Items sold: 1,008

Voided: 11

02810044131083443	\$1,782.81	02800144129131439	\$1,843.01	02810044132085857	\$1,843.75	02810044103250001	\$1,874.81
02810044129250002	\$1,874.81	02810044115074505	\$1,884.31	02810044124075711	\$1,895.31	02810044107105227	\$1,898.31
02800144110104349	\$1,937.50	02810044107094944	\$1,937.50	02800144130114348	\$1,966.40	02810044124082322	\$1,971.81
02810044131090413	\$1,980.27	02800144128132932	\$1,994.38	02810044109103230	\$1,999.31	02800144107133703	\$2,022.50
02810044114083618	\$2,049.94	02800144128153834	\$2,062.19	02810044132084323	\$2,079.81	02810044117095036	\$2,090.56
02810044107091324	\$2,114.94	02810044132082402	\$2,126.13	02810044121075423	\$2,143.69	02810044108075214	\$2,149.59
02810044103250008	\$2,187.31	02810044104095841	\$2,207.19	02810044122082633	\$2,281.25	02800144121112546	\$2,312.19
02810044109081109	\$2,364.25	02810044115075915	\$2,406.25	02810044123080940	\$2,450.13	02800144110103601	\$2,495.42
02810044118080935	\$2,504.31	02810044130083302	\$2,521.31	02810044128081029	\$2,572.63	02800144107132103	\$2,698.75
02800144130132538	\$2,853.05	02800144130131902	\$2,901.09	02800144122104211	\$2,906.25	02810044115092340	\$2,993.75
02800144124102710	\$3,003.83	02810044103085614	\$3,127.75	02810044131082031	\$3,204.02	02810044117101002	\$3,243.75
02810044121082217	\$3,401.38	02810044116105149	\$3,437.50	02800144115133625	\$3,450.77	02810044109095830	\$3,496.81
02810044103084123	\$3,518.69	02810044124083532	\$3,647.38	02800144117101340	\$4,227.81	02810044108103036	\$4,709.88
02810044132084924	\$4,882.38	02810044117250000	\$5,032.13				

County: 028 - CALDWELL

Account Item Code Description: SALES TAX PENALTY FEE

Total Item Price: \$322.92

Items sold: 25

Voided: 0

02810044103250005	0.00	02810044103250009	0.00	02810044129250000	0.00	02810044129250001	0.00
02810044107133505	\$1.56	02810044110153420	\$3.13	02825044108091631	\$3.13	02825044132100745	\$3.13
02800044110094543	\$4.06	02800044116102554	\$4.06	02800044125150056	\$4.50	02810044111160418	\$4.92
02810044123152854	\$5.63	02810044123093723	\$6.50	02825044103084001	\$7.50	02810044130152225	\$10.94
02800044122090209	\$12.13	02800144128115719	\$12.50	02810044129125758	\$12.50	02825044109162043	\$13.13
02800044103114744	\$15.31	02810044110151856	\$18.75	02825044109130723	\$19.38	02825044124105617	\$21.88
02825044121095940	\$138.28						

MONTHLY FUNDS REPORT

For: October 2020

Transaction Year: 2020

Transaction Month: October

Account Item Code

REGISTRATION EMISSIONS FEE, SALES TAX FEE, SALES TAX EMISSIONS FEE
SALES TAX EMISSION FEE 1%, SALES TAX PENALTY FEE, TERP FEE, TEXAS
MOBILITY FUND FEE, YOUNG FARMER PROGRAM

Office: 028 - CALDWELL

County: 028 - CALDWELL

Account Item Code Description: TEXAS MOBILITY FUND FEE

Total Item Price: \$20,000.00

Items sold: 1,000

Voided: 19

02800144114093749	(\$20.00)	02800144129160439	(\$20.00)	02810044118102104	(\$20.00)	02810044129083303	(\$20.00)
02810044129083304	(\$20.00)	02810044129083305	(\$20.00)	02810044129083307	(\$20.00)	02810044129083308	(\$20.00)
02810244130081932	(\$20.00)	02820044104110524	(\$20.00)	02820044104114532	(\$20.00)	02825044103151049	(\$20.00)
02825044107153648	(\$20.00)	02825044109164004	(\$20.00)	02825044111085445	(\$20.00)	02825044111115237	(\$20.00)
02825044125104113	(\$20.00)	028250441311145454	(\$20.00)	28970044118165930	(\$20.00)	02800044103084108	\$20.00
02800044103090401	\$20.00	02800044103111940	\$20.00	02800044103114744	\$20.00	02800044103130803	\$20.00
02800044103132200	\$20.00	02800044103143412	\$20.00	02800044103153452	\$20.00	02800044107080929	\$20.00
02800044107110343	\$20.00	02800044107142200	\$20.00	02800044107151247	\$20.00	02800044108091852	\$20.00
02800044108094247	\$20.00	02800044108112529	\$20.00	02800044108120542	\$20.00	02800044108131614	\$20.00
02800044108154648	\$20.00	02800044109084007	\$20.00	02800044109113853	\$20.00	02800044109143816	\$20.00
02800044109145506	\$20.00	02800044110094543	\$20.00	02800044110101639	\$20.00	02800044110103835	\$20.00
02800044110104315	\$20.00	02800044110104945	\$20.00	02800044110105502	\$20.00	02800044110105847	\$20.00
02800044110115342	\$20.00	02800044110145840	\$20.00	02800044110150352	\$20.00	02800044110150951	\$20.00
02800044110153150	\$20.00	02800044110153705	\$20.00	02800044110154813	\$20.00	0280004411100019	\$20.00
02800044111143612	\$20.00	02800044111155855	\$20.00	02800044114100739	\$20.00	02800044114161155	\$20.00
02800044115101556	\$20.00	02800044115104758	\$20.00	02800044115112324	\$20.00	02800044115120554	\$20.00
02800044115133833	\$20.00	02800044115134456	\$20.00	02800044115143448	\$20.00	02800044115144250	\$20.00
02800044115151259	\$20.00	02800044115152656	\$20.00	02800044115154026	\$20.00	02800044116095230	\$20.00
02800044116102554	\$20.00	02800044116113519	\$20.00	02800044116135447	\$20.00	02800044116142300	\$20.00
02800044116153510	\$20.00	02800044117133403	\$20.00	02800044117134639	\$20.00	02800044118083756	\$20.00
02800044118095256	\$20.00	02800044118103428	\$20.00	02800044118143147	\$20.00	02800044121092543	\$20.00
02800044121095918	\$20.00	02800044121144828	\$20.00	02800044121151955	\$20.00	02800044121154837	\$20.00
02800044122090209	\$20.00	02800044122100215	\$20.00	02800044122144730	\$20.00	02800044122150652	\$20.00
02800044122153438	\$20.00	02800044123112521	\$20.00	02800044123141334	\$20.00	02800044123142146	\$20.00
02800044123145506	\$20.00	02800044123153152	\$20.00	02800044123153810	\$20.00	02800044123155638	\$20.00
02800044124084728	\$20.00	02800044124102331	\$20.00	02800044124131553	\$20.00	02800044124134142	\$20.00
02800044125115821	\$20.00	02800044125133954	\$20.00	02800044125140605	\$20.00	02800044125150056	\$20.00
02800044125154611	\$20.00	02800044128102350	\$20.00	02800044128103714	\$20.00	02800044128104915	\$20.00
02800044128111115	\$20.00	02800044128131813	\$20.00	02800044128141733	\$20.00	02800044129082344	\$20.00
02800044129091220	\$20.00	02800044129092848	\$20.00	02800044129095514	\$20.00	02800044129100204	\$20.00
02800044129101845	\$20.00	02800044129102525	\$20.00	02800044129103335	\$20.00	02800044129105756	\$20.00
02800044129111300	\$20.00	02800044129112620	\$20.00	02800044129113050	\$20.00	02800044129131005	\$20.00
02800044129132139	\$20.00	02800044129132923	\$20.00	02800044129142045	\$20.00	02800044129142353	\$20.00
02800044129142644	\$20.00	02800044129143131	\$20.00	02800044129143706	\$20.00	02800044129144010	\$20.00
02800044129144449	\$20.00	02800044129144817	\$20.00	02800044129151946	\$20.00	02800044131084234	\$20.00
02800044131090611	\$20.00	02800044131093716	\$20.00	02800044131141345	\$20.00	02800044131143118	\$20.00
02800044131144850	\$20.00	02800044131154316	\$20.00	02800044132082203	\$20.00	02800044132094731	\$20.00
02800044132105430	\$20.00	02800044132132750	\$20.00	02800044132144230	\$20.00	02800044132152101	\$20.00
02800044132153557	\$20.00	02800144103133548	\$20.00	02800144104111629	\$20.00	02800144104132159	\$20.00
02800144104134251	\$20.00	02800144104153358	\$20.00	02800144104154458	\$20.00	02800144104160124	\$20.00
02800144107131350	\$20.00	02800144107132103	\$20.00	02800144107132726	\$20.00	02800144107133703	\$20.00
02800144107151028	\$20.00	02800144108131054	\$20.00	02800144108131655	\$20.00	02800144108132323	\$20.00
02800144109101247	\$20.00	02800144109103331	\$20.00	02800144109104007	\$20.00	02800144109153134	\$20.00
02800144110081130	\$20.00	02800144110103601	\$20.00	02800144110104349	\$20.00	02800144110104958	\$20.00
02800144110143806	\$20.00	02800144110152038	\$20.00	02800144111133529	\$20.00	02800144111144850	\$20.00
02800144111150821	\$20.00	02800144111153731	\$20.00	02800144114093443	\$20.00	02800144114094210	\$20.00
02800144114132315	\$20.00	02800144114145204	\$20.00	02800144114150036	\$20.00	02800144115094959	\$20.00
02800144115102036	\$20.00	02800144115110224	\$20.00	02800144115130920	\$20.00	02800144115132946	\$20.00
02800144115133625	\$20.00	02800144115153212	\$20.00	02800144116111312	\$20.00	02800144116112219	\$20.00
02800144116112736	\$20.00	02800144116151550	\$20.00	02800144117101340	\$20.00	02800144118085958	\$20.00
02800144118114815	\$20.00	02800144118132541	\$20.00	02800144121085309	\$20.00	02800144121085623	\$20.00
02800144121085910	\$20.00	02800144121090148	\$20.00	02800144121090445	\$20.00	02800144121102348	\$20.00
02800144121104953	\$20.00	02800144121105756	\$20.00	0280014412111755	\$20.00	02800144121112546	\$20.00
02800144121151658	\$20.00	028001441212102907	\$20.00	02800144122104211	\$20.00	02800144122152136	\$20.00
02800144123111841	\$20.00	02800144123132131	\$20.00	02800144123135431	\$20.00	02800144124102710	\$20.00
02800144124150201	\$20.00	02800144125090929	\$20.00	02800144128110551	\$20.00	02800144128114029	\$20.00
02800144128115719	\$20.00	02800144128131537	\$20.00	02800144128132932	\$20.00	02800144128141621	\$20.00
02800144128142121	\$20.00	02800144128142509	\$20.00	02800144128142748	\$20.00	02800144128143021	\$20.00
02800144128143307	\$20.00	02800144128143655	\$20.00	02800144128144222	\$20.00	02800144128150136	\$20.00
02800144128152027	\$20.00	02800144128152422	\$20.00	02800144128153834	\$20.00	02800144128155651	\$20.00
02800144129080801	\$20.00	02800144129081653	\$20.00	02800144129113553	\$20.00	02800144129114225	\$20.00



MONTHLY FUNDS REPORT

For: October 2020

Transaction Year: 2020

Transaction Month: October

Account Item Code:

REGISTRATION EMISSIONS FEE, SALES TAX FEE, SALES TAX EMISSIONS FEE, SALES TAX EMISSION FEE 1%, SALES TAX PENALTY FEE, TERP FEE, TEXAS MOBILITY FUND FEE, YOUNG FARMER PROGRAM

Office: 028 - CALDWELL

County: 028 - CALDWELL

Account Item Code Description: TEXAS MOBILITY FUND FEE

Total Item Price: \$20,000.00

Items sold: 1,000

Voided: 19

02800144129131439	\$20.00	02800144129132838	\$20.00	02800144129133531	\$20.00	02800144129161701	\$20.00
02800144130104132	\$20.00	02800144130112445	\$20.00	02800144130114348	\$20.00	02800144130131211	\$20.00
02800144130131902	\$20.00	02800144130132538	\$20.00	02800144130135549	\$20.00	02800144130152059	\$20.00
02800144130155338	\$20.00	02800144130160440	\$20.00	02800144132142133	\$20.00	02800144132160220	\$20.00
02810044103074833	\$20.00	02810044103075600	\$20.00	02810044103080444	\$20.00	02810044103081011	\$20.00
02810044103082031	\$20.00	02810044103082639	\$20.00	02810044103084123	\$20.00	02810044103085117	\$20.00
02810044103085614	\$20.00	02810044103100201	\$20.00	02810044103110924	\$20.00	02810044103112825	\$20.00
02810044103113736	\$20.00	02810044103123047	\$20.00	02810044103125017	\$20.00	02810044103134842	\$20.00
02810044103140410	\$20.00	02810044103155118	\$20.00	02810044103155938	\$20.00	02810044103161008	\$20.00
02810044103250000	\$20.00	02810044103250001	\$20.00	02810044103250002	\$20.00	02810044103250003	\$20.00
02810044103250004	\$20.00	02810044103250005	\$20.00	02810044103250006	\$20.00	02810044103250007	\$20.00
02810044103250008	\$20.00	02810044103250009	\$20.00	02810044104081824	\$20.00	02810044104082328	\$20.00
02810044104082952	\$20.00	02810044104084241	\$20.00	02810044104090922	\$20.00	02810044104091717	\$20.00
02810044104092352	\$20.00	02810044104095841	\$20.00	02810044104101539	\$20.00	02810044104102058	\$20.00
02810044104102709	\$20.00	02810044104104050	\$20.00	02810044104105250	\$20.00	02810044104112432	\$20.00
02810044104112831	\$20.00	02810044104120351	\$20.00	02810044104120729	\$20.00	02810044104121853	\$20.00
02810044104123308	\$20.00	02810044104124004	\$20.00	02810044104132453	\$20.00	02810044104133007	\$20.00
02810044104140555	\$20.00	02810044104141358	\$20.00	02810044104151841	\$20.00	02810044107082806	\$20.00
02810044107085241	\$20.00	02810044107090111	\$20.00	02810044107091324	\$20.00	02810044107094944	\$20.00
02810044107105227	\$20.00	02810044107135056	\$20.00	02810044107154738	\$20.00	02810044107160431	\$20.00
02810044108075214	\$20.00	02810044108080013	\$20.00	02810044108081251	\$20.00	02810044108081711	\$20.00
02810044108081948	\$20.00	02810044108082300	\$20.00	02810044108094729	\$20.00	02810044108095004	\$20.00
02810044108103036	\$20.00	02810044108110657	\$20.00	02810044108132930	\$20.00	02810044108135935	\$20.00
02810044108151051	\$20.00	02810044108153227	\$20.00	02810044109080601	\$20.00	02810044109081109	\$20.00
02810044109081935	\$20.00	02810044109095830	\$20.00	02810044109101511	\$20.00	02810044109103230	\$20.00
02810044109111557	\$20.00	02810044109114050	\$20.00	02810044109124238	\$20.00	02810044109125317	\$20.00
02810044109130256	\$20.00	02810044109131226	\$20.00	02810044109150638	\$20.00	02810044109151904	\$20.00
02810044109153902	\$20.00	02810044109155357	\$20.00	02810044109161510	\$20.00	02810044109161933	\$20.00
02810044110082855	\$20.00	02810044110083433	\$20.00	02810044110100550	\$20.00	02810044110101206	\$20.00
02810044110110120	\$20.00	02810044110111722	\$20.00	02810044110113017	\$20.00	02810044110115548	\$20.00
02810044110151856	\$20.00	02810044111084655	\$20.00	02810044111085718	\$20.00	02810044111101316	\$20.00
02810044111111207	\$20.00	02810044111112324	\$20.00	02810044111120812	\$20.00	02810044111121341	\$20.00
02810044111122241	\$20.00	02810044111123256	\$20.00	02810044111131112	\$20.00	02810044111140309	\$20.00
02810044111140438	\$20.00	02810044111140606	\$20.00	02810044111140844	\$20.00	02810044111151204	\$20.00
02810044111160418	\$20.00	02810044114075751	\$20.00	02810044114082535	\$20.00	02810044114083136	\$20.00
02810044114083618	\$20.00	02810044114084142	\$20.00	02810044114132751	\$20.00	02810044114134042	\$20.00
02810044114151130	\$20.00	02810044114153952	\$20.00	02810044114250000	\$20.00	02810044114250001	\$20.00
02810044114250002	\$20.00	02810044114250003	\$20.00	02810044115074505	\$20.00	02810044115075240	\$20.00
02810044115075915	\$20.00	02810044115080501	\$20.00	02810044115092340	\$20.00	02810044115094206	\$20.00
02810044115094604	\$20.00	02810044115094930	\$20.00	02810044115095231	\$20.00	02810044115104013	\$20.00
02810044115115107	\$20.00	02810044115115619	\$20.00	02810044115120052	\$20.00	02810044115131016	\$20.00
02810044115134356	\$20.00	02810044115135915	\$20.00	02810044115145547	\$20.00	02810044115153034	\$20.00
02810044115153723	\$20.00	02810044115250000	\$20.00	02810044115250001	\$20.00	02810044115250002	\$20.00
02810044115250003	\$20.00	02810044115250004	\$20.00	02810044115250005	\$20.00	02810044115250006	\$20.00
02810044115250007	\$20.00	02810044115250008	\$20.00	02810044115250009	\$20.00	02810044115250010	\$20.00
02810044115250011	\$20.00	02810044115250012	\$20.00	02810044115250013	\$20.00	02810044115250014	\$20.00
02810044115250015	\$20.00	02810044115250016	\$20.00	02810044115250017	\$20.00	02810044115250018	\$20.00
02810044115250019	\$20.00	02810044115250020	\$20.00	02810044115250021	\$20.00	02810044115250022	\$20.00
02810044115250023	\$20.00	02810044115250024	\$20.00	02810044116075944	\$20.00	02810044116081012	\$20.00
02810044116081927	\$20.00	02810044116083015	\$20.00	02810044116084324	\$20.00	02810044116092428	\$20.00
02810044116095408	\$20.00	02810044116100620	\$20.00	02810044116101043	\$20.00	02810044116101537	\$20.00
02810044116102134	\$20.00	02810044116105149	\$20.00	02810044116111438	\$20.00	02810044116122425	\$20.00
02810044116123145	\$20.00	02810044116134638	\$20.00	02810044116141948	\$20.00	02810044116150548	\$20.00
02810044116150818	\$20.00	02810044116151215	\$20.00	02810044116151528	\$20.00	02810044116151904	\$20.00
02810044116152244	\$20.00	02810044116152542	\$20.00	02810044116152919	\$20.00	02810044116153223	\$20.00
02810044116153524	\$20.00	02810044116155233	\$20.00	02810044116160423	\$20.00	02810044116250000	\$20.00
02810044116250001	\$20.00	02810044116250002	\$20.00	02810044116250003	\$20.00	02810044116250004	\$20.00
02810044116250005	\$20.00	02810044116250006	\$20.00	02810044116250007	\$20.00	02810044116250008	\$20.00
02810044116250009	\$20.00	02810044116250010	\$20.00	02810044116250011	\$20.00	02810044116250012	\$20.00
02810044116250013	\$20.00	02810044116250014	\$20.00	02810044116250015	\$20.00	02810044116250016	\$20.00
02810044116250017	\$20.00	02810044116250018	\$20.00	02810044116250019	\$20.00	02810044117081345	\$20.00



MONTHLY FUNDS REPORT

For October 2020

Transaction Year: 2020

Transact on Month: October

Account Item Code: REGISTRAT ON EMISSIONS FEE, SALES TAX FEE, SALES TAX EMISSIONS FEE, SALES TAX EMISSION FEE 1%, SALES TAX PENALTY FEE, TERP FEE, TEXAS MOBILITY FUND FEE, YOUNG FARMER PROGRAM

Office: 028 - CALDWELL

County: 028 - CALDWELL

Account Item Code Description: TEXAS MOBILITY FUND FEE

Total Item Price: \$20,000.00

Items sold: 1,000

Voided: 19

Table with 8 columns: Item ID, Amount, Item ID, Amount, Item ID, Amount, Item ID, Amount. Lists 1000 items with amounts of \$20.00 each.

MONTHLY FUNDS REPORT

For: October 2020

Transaction Year: 2020

Transaction Month: October

Account Item Code: REGISTRATION EMISSIONS FEE, SALES TAX FEE, SALES TAX EMISSIONS FEE, SALES TAX EMISSION FEE 1%, SALES TAX PENALTY FEE, TERP FEE, TEXAS MOBILITY FUND FEE, YOUNG FARMER PROGRAM

Office: 028 - CALDWELL

County: 028 - CALDWELL

Account Item Code Description: TEXAS MOBILITY FUND FEE

Total Item Price: \$20,000.00

Items sold: 1,000

Voided: 19

02810044132121249	\$20.00	02810044132121629	\$20.00	02810044132122003	\$20.00	02810044132123658	\$20.00
02810044132125727	\$20.00	02810044132130643	\$20.00	02810044132144203	\$20.00	02810044132150140	\$20.00
02810044132151453	\$20.00	02810044132154310	\$20.00	02810044132154607	\$20.00	02810044132154937	\$20.00
02810044132155243	\$20.00	02820044104101243	\$20.00	02820044104102142	\$20.00	02820044104103634	\$20.00
02820044104105930	\$20.00	02820044104110900	\$20.00	02820044104114838	\$20.00	02820044104133012	\$20.00
02820044111141447	\$20.00	02820044111150522	\$20.00	02820044116100204	\$20.00	02820044117104815	\$20.00
02820044125094630	\$20.00	02820044125115804	\$20.00	02820044130095651	\$20.00	02820044130103149	\$20.00
02820044130104844	\$20.00	02820044130113849	\$20.00	02825044103080406	\$20.00	02825044103081803	\$20.00
02825044103084001	\$20.00	02825044103090226	\$20.00	02825044103090905	\$20.00	02825044103091709	\$20.00
02825044103093239	\$20.00	02825044103094344	\$20.00	02825044103095436	\$20.00	02825044103100555	\$20.00
02825044103101919	\$20.00	02825044103102716	\$20.00	02825044103103143	\$20.00	02825044103104012	\$20.00
02825044103104548	\$20.00	02825044103114522	\$20.00	02825044103143344	\$20.00	02825044103143654	\$20.00
02825044103144536	\$20.00	02825044103145118	\$20.00	02825044103152717	\$20.00	02825044103155042	\$20.00
02825044103161125	\$20.00	02825044104082042	\$20.00	02825044104093328	\$20.00	02825044104101911	\$20.00
02825044104110535	\$20.00	02825044104112303	\$20.00	02825044104112818	\$20.00	02825044104113240	\$20.00
02825044104113750	\$20.00	02825044104122226	\$20.00	02825044104145251	\$20.00	02825044107082802	\$20.00
02825044107083048	\$20.00	02825044107084348	\$20.00	02825044107090359	\$20.00	02825044107090734	\$20.00
02825044107091123	\$20.00	02825044107091443	\$20.00	02825044107091823	\$20.00	02825044107092153	\$20.00
02825044107092539	\$20.00	02825044107092913	\$20.00	02825044107093333	\$20.00	02825044107093845	\$20.00
02825044107112717	\$20.00	02825044107113145	\$20.00	02825044107113426	\$20.00	02825044107113737	\$20.00
02825044107114901	\$20.00	02825044107115343	\$20.00	02825044107120002	\$20.00	02825044107121331	\$20.00
02825044107122703	\$20.00	02825044107123355	\$20.00	02825044107123536	\$20.00	02825044107124449	\$20.00
02825044107140944	\$20.00	02825044107144548	\$20.00	02825044107153451	\$20.00	02825044107154611	\$20.00
02825044107160505	\$20.00	02825044107161853	\$20.00	02825044108091631	\$20.00	02825044108104856	\$20.00
02825044108114957	\$20.00	02825044108125018	\$20.00	02825044108145708	\$20.00	02825044108155459	\$20.00
02825044109083911	\$20.00	02825044109101041	\$20.00	02825044109115452	\$20.00	02825044109130723	\$20.00
02825044109154312	\$20.00	02825044109162043	\$20.00	02825044109164602	\$20.00	02825044110082045	\$20.00
02825044110082523	\$20.00	02825044110093021	\$20.00	02825044110102921	\$20.00	02825044110103428	\$20.00
02825044110103755	\$20.00	02825044110104058	\$20.00	02825044110104338	\$20.00	02825044110110451	\$20.00
02825044110121307	\$20.00	02825044110124631	\$20.00	02825044110125908	\$20.00	0282504411090016	\$20.00
02825044111095417	\$20.00	02825044111101552	\$20.00	02825044111110322	\$20.00	02825044111110758	\$20.00
02825044111111138	\$20.00	02825044111114850	\$20.00	02825044111120214	\$20.00	02825044111150051	\$20.00
02825044111160517	\$20.00	02825044114112522	\$20.00	02825044114114741	\$20.00	02825044114121321	\$20.00
02825044114142359	\$20.00	02825044114144152	\$20.00	02825044115092812	\$20.00	02825044115100959	\$20.00
02825044115112252	\$20.00	02825044115114621	\$20.00	02825044115115722	\$20.00	02825044115123813	\$20.00
02825044115141420	\$20.00	02825044115145940	\$20.00	02825044115154923	\$20.00	02825044117083348	\$20.00
02825044117084058	\$20.00	02825044117090702	\$20.00	02825044117102648	\$20.00	02825044117110726	\$20.00
02825044117112701	\$20.00	02825044117120144	\$20.00	02825044117124653	\$20.00	02825044117161436	\$20.00
02825044118100911	\$20.00	02825044118121159	\$20.00	02825044118121452	\$20.00	02825044118124949	\$20.00
02825044118125911	\$20.00	02825044118150411	\$20.00	02825044118152349	\$20.00	02825044118155337	\$20.00
02825044118155820	\$20.00	02825044118160321	\$20.00	02825044118161915	\$20.00	02825044121093006	\$20.00
02825044121095940	\$20.00	02825044121103524	\$20.00	0282504412110829	\$20.00	0282504412123733	\$20.00
02825044121142541	\$20.00	02825044121145055	\$20.00	02825044121150915	\$20.00	02825044122104403	\$20.00
02825044122114435	\$20.00	02825044122115913	\$20.00	02825044122120503	\$20.00	02825044122121025	\$20.00
02825044122123144	\$20.00	02825044122152356	\$20.00	02825044123112753	\$20.00	02825044123113130	\$20.00
02825044123120822	\$20.00	02825044123142859	\$20.00	02825044123143744	\$20.00	02825044123145054	\$20.00
02825044123145543	\$20.00	02825044123145853	\$20.00	02825044123150241	\$20.00	02825044123150640	\$20.00
02825044123150934	\$20.00	02825044123151358	\$20.00	02825044123151957	\$20.00	02825044123161548	\$20.00
02825044124102323	\$20.00	02825044124114427	\$20.00	02825044124120159	\$20.00	02825044124121025	\$20.00
02825044124125408	\$20.00	02825044124141600	\$20.00	02825044124151613	\$20.00	02825044124160538	\$20.00
02825044124162244	\$20.00	02825044125080913	\$20.00	02825044125081449	\$20.00	02825044125081944	\$20.00
02825044125084149	\$20.00	02825044125094348	\$20.00	02825044125103952	\$20.00	02825044125105057	\$20.00
02825044125115535	\$20.00	02825044125122827	\$20.00	02825044125125640	\$20.00	02825044125141557	\$20.00
02825044125143419	\$20.00	02825044125145420	\$20.00	02825044125151927	\$20.00	02825044125160447	\$20.00
02825044128101845	\$20.00	02825044128104627	\$20.00	02825044128113151	\$20.00	02825044128113616	\$20.00
02825044128114612	\$20.00	02825044128115132	\$20.00	02825044128115439	\$20.00	02825044128120234	\$20.00
02825044128120959	\$20.00	02825044128122417	\$20.00	02825044128123854	\$20.00	02825044128130134	\$20.00
02825044128141548	\$20.00	02825044128143337	\$20.00	02825044128144020	\$20.00	02825044128144914	\$20.00
02825044128145333	\$20.00	02825044128150154	\$20.00	02825044128150936	\$20.00	02825044128152149	\$20.00
02825044128153633	\$20.00	02825044128155142	\$20.00	02825044129092812	\$20.00	02825044129093557	\$20.00
02825044129094437	\$20.00	02825044129094843	\$20.00	02825044129095843	\$20.00	02825044129100837	\$20.00



MONTHLY FUNDS REPORT

For: October 2020

Transaction Year: 2020

Transaction Month: October

Account Item Code

REGISTRATION EMISSIONS FEE, SALES TAX FEE, SALES TAX EMISSIONS FEE, SALES TAX EMISSION FEE 1%, SALES TAX PENALTY FEE, TERP FEE, TEXAS MOBILITY FUND FEE, YOUNG FARMER PROGRAM

Office: 028 - CALDWELL

County: 028 - CALDWELL

Account Item Code Description: TEXAS MOBILITY FUND FEE

Total Item Price: \$20,000.00

Items sold: 1,000

Voided: 19

02825044129101203	\$20.00	02825044129101505	\$20.00	02825044129101823	\$20.00	02825044129103114	\$20.00
02825044129105643	\$20.00	02825044129105952	\$20.00	02825044129110303	\$20.00	02825044129114131	\$20.00
02825044129114443	\$20.00	02825044129114801	\$20.00	02825044129115127	\$20.00	02825044129115505	\$20.00
02825044129115833	\$20.00	02825044129120123	\$20.00	02825044129120946	\$20.00	02825044129121743	\$20.00
02825044129122116	\$20.00	02825044129130457	\$20.00	02825044129141122	\$20.00	02825044129141434	\$20.00
02825044129142351	\$20.00	02825044129142702	\$20.00	02825044129143539	\$20.00	02825044129143916	\$20.00
02825044129144249	\$20.00	02825044129144551	\$20.00	02825044129144842	\$20.00	02825044129145341	\$20.00
02825044129155330	\$20.00	02825044129162504	\$20.00	02825044130085231	\$20.00	02825044130085524	\$20.00
02825044130085817	\$20.00	02825044130090110	\$20.00	02825044130090424	\$20.00	02825044130090712	\$20.00
02825044130091025	\$20.00	02825044130091349	\$20.00	02825044130091623	\$20.00	02825044130091904	\$20.00
02825044130092142	\$20.00	02825044130092518	\$20.00	02825044130094834	\$20.00	02825044130115451	\$20.00
02825044130144416	\$20.00	02825044130152908	\$20.00	02825044130154549	\$20.00	02825044131085647	\$20.00
02825044131145131	\$20.00	02825044131145842	\$20.00	02825044131155303	\$20.00	02825044131155638	\$20.00
02825044131160243	\$20.00	02825044132095949	\$20.00	02825044132100745	\$20.00	02825044132132521	\$20.00
02825044132133633	\$20.00	02825044132154014	\$20.00	02825044132154619	\$20.00	02825044132155055	\$20.00
02825044132155625	\$20.00	02825044132155947	\$20.00				

County: 028 - CALDWELL

Account Item Code Description: YOUNG FARMER PROGRAM

Total Item Price: \$230.00

Items sold: 46

Voided: 0

02800044115110005	\$5.00	02800044131150341	\$5.00	02800144103153321	\$5.00	02800144104093656	\$5.00
02800144104104934	\$5.00	02800144107151445	\$5.00	02800144108105614	\$5.00	02800144109153134	\$5.00
02800144110081454	\$5.00	02800144111144850	\$5.00	02800144118143530	\$5.00	02800144118154443	\$5.00
02800144121091435	\$5.00	02800144130102350	\$5.00	02800144131140829	\$5.00	02800144132110213	\$5.00
02800144132144527	\$5.00	02809944115250011	\$5.00	02809944116250023	\$5.00	02809944129250010	\$5.00
02809944129250021	\$5.00	02809944132250005	\$5.00	02810044103121855	\$5.00	02810044107090252	\$5.00
02810044107142622	\$5.00	02810044107153147	\$5.00	02810044114080719	\$5.00	02810044114133040	\$5.00
02810044116103350	\$5.00	02810044117120611	\$5.00	02810044123110112	\$5.00	02810044124102713	\$5.00
02810044124111912	\$5.00	02810044130093402	\$5.00	02810044130124729	\$5.00	02810044131145614	\$5.00
02810044132125232	\$5.00	02810044132161111	\$5.00	02825044103120422	\$5.00	02825044107114056	\$5.00
02825044108093131	\$5.00	02825044109110643	\$5.00	02825044109113717	\$5.00	02825044121113812	\$5.00
02825044130113720	\$5.00	02825044131140703	\$5.00				

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hoppy.haden@co.caldwell.tx.us and ezzy.chan@co.caldwell.tx.us . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: 11/24/2020

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
- Public Hearing

What will be discussed? What is the proposed motion?

\$2,774.53 (TX Boat Comptroller)

1. **Costs:**

Actual Cost or **Estimated Cost** \$ 2,774.53

Is this cost included in the County Budget? yes

Is a Budget Amendment being proposed? no

2. **Agenda Speakers:**

	Name	Representing	Title
(1)	<u>Judge Haden</u>		
(2)			
(3)			

3. **Backup Materials:** None To Be Distributed 3 total # of backup pages (including this page)

4. 
Signature of Court Member

11/13/2020
Date



Texas Boat and Boat Motor Sales and Use Tax Report

You have certain rights under Chapters 552 and 559, Government Code, to review, request and correct information we have on file about you. Contact us at the address or phone number listed on this form.

a ■ 57100

c. Taxpayer number
 ■ **32049986444**

d. Filing period
Month Ending 10/31/2020

f. Due date
11/10/2020

g Name and mailing address (Make any necessary name or address changes below)

**The Honorable Darla Law
 110 S Main St Room 101
 Lockhart, Texas 78644**

h. **IMPORTANT**

Blacken this box if your mailing address has changed Show changes by the preprinted information →

i. j.

1. Number of receipts issued (Including Voids)	1 ■ 22
TAX COMPUTATION Report dollars and cents.	
2. Gross Boat & Boat Motor Sales and Use Tax collected	2 ■ \$ 2,920.56
3. Tax Assessor-Collector/Department fee (5% of Item 2)	3 ■ 146.03
4. Net taxes collected (Item 2 minus Item 3)	4 ■ 2,774.53
5. Interest earned	5 ■ _____
6. TOTAL AMOUNT DUE (Item 4 plus Item 5)	6 ■ _____
Form 57-100 (Rev 12-18/8) *** DO NOT DETACH ***	
7. Total amount of prepayments	7. _____
8. TOTAL AMOUNT DUE AND PAYABLE (Item 6 minus Item 7)	8 ■ \$ 2,774.53
Taxpayer name The Honorable Darla Law	
<input type="checkbox"/> T Code <input type="checkbox"/> Taxpayer number <input type="checkbox"/> Period	

k. l.

Make check payable to **State Comptroller**
 Mail to Comptroller of Public Accounts
 P.O. Box 149360
 Austin, TX 78714-9360

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief
 Only authorized agent
 sign here **Darla Law**
 Business phone **512-398-1830** Date **11/05/2020**

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hoppy.haden@co.caldwell.tx.us and ezzy.chan@co.caldwell.tx.us . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: 11/24/2020

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

approve recurring payments:
\$403,191.00 DMV Comptroller

1. Costs:

Actual Cost or Estimated Cost \$ 403,191

Is this cost included in the County Budget? yes

Is a Budget Amendment being proposed? no

2. Agenda Speakers:

Name	Representing	Title
------	--------------	-------

(1) Judge Haden

(2) _____

(3) _____

3. Backup Materials: None To Be Distributed 3 total # of backup pages
(including this page)

4. 

Signature of Court Member

Date 11/13/2020



Texas Motor Vehicle Sales/Use Tax and Surcharge Report

a. 17100

* Do not write in shaded areas.

c. Taxpayer number
32049986444

d. Filing period
Month Ending 10/31/2020

e.

f. Due date
11/10/2020

g. Name and mailing address (Make any necessary name or address changes below)

**The Honorable Darla Law
110 S. Main St. Room 101
Lockhart, Texas 78644**

h. IMPORTANT

Blacken this box if your mailing address has changed. Show changes by the preprinted information.

i.

You have certain rights under Chapters 552 and 559, Government Code, to review, request and correct information we have on file about you. Contact us at the address or phone number listed on this form.

1. Number of receipts issued (Including Voids)
2. Gross Motor Vehicle Sales and Use Tax collected (Dollars & cents)
3. 2.5% Surcharge collected for model years 1996 and prior (Dollars & cents)
4. 1.0% Surcharge collected for model years 1997 and later (Dollars & cents)
5. Gross Surcharge collected (Item 3B plus Item 4B)
6. Claim for dishonored payment
7. Commission not available from registration fees
8. Commission available from Sales Tax/TERP Surcharge
9. Net motor vehicle tax and/or surcharge collected (Item 2A minus Items 6A, 7A, and 8A; Item 5B minus Items 6B, 7B and 8B)
10. Interest earned
11. TOTAL AMOUNT DUE (Item 9A plus Item 10A and Item 9B plus Item 10B)

14100 COL. I TAX CALCULATION	17100 COL. II SURCHARGE CALCULATION
1A <input type="checkbox"/> 1044	1B <input type="checkbox"/> 6
2A <input type="checkbox"/> 381,817.66	2B <input type="checkbox"/>
3A <input type="checkbox"/>	3B <input type="checkbox"/> 441.00
4A <input type="checkbox"/>	4B <input type="checkbox"/>
5A <input type="checkbox"/>	5B <input type="checkbox"/>
6A <input type="checkbox"/>	6B <input type="checkbox"/>
7A <input type="checkbox"/>	7B <input type="checkbox"/>
8A <input type="checkbox"/>	8B <input type="checkbox"/>
9A <input type="checkbox"/>	9B <input type="checkbox"/>
10A <input type="checkbox"/>	10B <input type="checkbox"/>
11A <input type="checkbox"/>	11B <input type="checkbox"/>
12A <input type="checkbox"/>	12B <input type="checkbox"/>
13A <input type="checkbox"/> 381,817.66	13B <input type="checkbox"/> 441.00
k. <input type="checkbox"/>	l. <input type="checkbox"/>
14. TOTAL AMOUNT OF TAX AND SURCHARGE DUE AND PAYABLE (Item 13A plus Item 13B)	382,258.66

14-115 (Rev 11-18/10)

12. Total amount of prepayments
13. Amount due (Item 11A minus Item 12A and Item 11B minus 12B)

Taxpayer name **The Honorable Darla Law** m.

T Code Taxpayer number Period
17920 32049986444

Make the amount in Item 14 payable to **STATE COMPTROLLER** Mail to **COMPTROLLER OF PUBLIC ACCOUNTS P.O. Box 149360 Austin, Texas 78714-9360**

If you have any questions regarding Motor Vehicle Sales and Use Tax or Surcharge, call 1-800-252-1382.

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief
Duly authorized agent (PLEASE PRINT NAME)
Darla Law
sign here

Business phone **512-398-1830**

Date **11/5/2020**



Texas Motor Vehicle Registration Surcharge and/or Title Application Fee Report

a. T Code 21100

c Taxpayer number
 32049986444

d Filing period
Month Ending 10/31/2020

e.

f Due date
11/10/2020

g. Name and mailing address (Make any necessary name or address changes below)

The Honorable Darla Law
110 S. Main St Room 101
Lockhart, Texas 78644

h. **IMPORTANT**
Blacken this box if your mailing address has changed. Show changes by the preprinted information. 1.
Blacken this box if you are no longer in office and write in the date you left office. 2.
Month Day Year

i. j.

Who Must File

Texas County Tax Assessor-Collectors (TACs) must file this report with the Comptroller's office on a monthly basis.

Due Date

The report is due by the 10th day of the month after the reporting period.

Column B - Title Application Fee/Texas Mobility Fund Instructions

Non-attainment counties must remit \$20.00 of each title application fee to the Comptroller's office for the the Texas Mobility Fund. All other counties must remit \$15.00 of each title application fee for the fund.

*** Do not write in shaded areas.***

	21100 COLUMN A Registration Surcharge	12100 COLUMN B Title Application Fee Texas Mobility Fund
1. Number of registrations and/or title applications (Include any collections made on previous dishonored payments).....	1a. <input type="checkbox"/> 12	1b. <input type="checkbox"/> 1019
2. Total registration surcharge and/or title application fees collected.....	2a. <input type="checkbox"/> \$ 932.34	2b. <input type="checkbox"/> \$ 20,000.00
3. Claim for dishonored payment.....	3a. <input type="checkbox"/> \$	3b. <input type="checkbox"/> \$
4. Total surcharge and/or title application fee due (Item 2 minus Item 3).....	4a. <input type="checkbox"/> \$	4b. <input type="checkbox"/> \$
*** DO NOT DETACH ***		
5. Prior payments (Include electronic funds submitted for this reporting period).....	5a. <input type="checkbox"/> \$	5b. <input type="checkbox"/> \$
6. Total amount due and payable (Item 4 minus Item 5).....	6a. <input type="checkbox"/> \$ 932.34	6b. <input type="checkbox"/> \$ 20,000.00
7. TOTAL AMOUNT OF MOTOR VEHICLE SURCHARGE AND/OR TITLE APPLICATION FEE DUE AND PAYABLE (Add Item 6a and Item 6b).....	k. <input type="checkbox"/>	7 <input type="checkbox"/> \$ 20,932.34
Taxpayer name THE HONORABLE DARLA LAW		l. <input type="checkbox"/>

T Code Taxpayer number Period
21920 32049986444

Make check payable to STATE COMPTROLLER
Mail to COMPTROLLER OF PUBLIC ACCOUNTS
P.O. Box 149360
Austin, Texas 78714-9360

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief.

sign here Taxpayer or duly authorized agent
Darla Law

Business phone 512-398-1830 Date 11/5/2020



NOV-02-20 08:21 AM

Caldwell - Main

10/01/2020 - 10/31/2020

Order Id	Order Date	Asset	Total Transaction Amount Collected	Sales Tax Collected in Transaction	Less 5% Tax Retained by County	Total Donation Collected	Tax Amount Due Comptroller
13905664	10/01/2020	B6163DK	\$ 1600.50	\$ 1562.50	\$ 78.13	0.00	\$ 1484.37
13905664	10/01/2020	M8968FK	\$ 652.00	\$ 625.00	\$ 31.25	0.00	\$ 593.75
13914074	10/08/2020	B4454JD	\$ 53.00	\$.00	\$.00	0.00	\$.00
13914244	10/08/2020	B2108JL	\$ 413.00	\$ 375.00	\$ 18.75	0.00	\$ 356.25
13914244	10/08/2020	M4772CN	\$ 27.00	\$.00	\$.00	0.00	\$.00
13914320	10/08/2020	B6370XK	\$ 91.00	\$.00	\$.00	0.00	\$.00
13914320	10/08/2020	M8734CR	\$ 27.00	\$.00	\$.00	0.00	\$.00
13915563	10/09/2020	B3387AX	\$ 125.50	\$ 87.50	\$ 4.38	0.00	\$ 83.12
13915578	10/09/2020	B3387AX	\$.00	\$.00	\$.00	0.00	\$.00
13963146	10/16/2020	B3820EB	\$.00	\$.00	\$.00	0.00	\$.00
13963146	10/16/2020	M9978FM	\$.00	\$.00	\$.00	0.00	\$.00
13963447	10/16/2020	B2242XB	\$ 32.00	\$.00	\$.00	0.00	\$.00
13964997	10/19/2020	B3961JB	\$ 118.50	\$ 27.50	\$ 1.38	0.00	\$ 26.12
13964997	10/19/2020	M5605ED	\$ 54.50	\$ 27.50	\$ 1.38	0.00	\$ 26.12
13965288	10/19/2020	B5812JC	\$ 91.00	\$.00	\$.00	0.00	\$.00
13965288	10/19/2020	M6973EE	\$ 27.00	\$.00	\$.00	0.00	\$.00
13972419	10/26/2020	B9293JS	\$ 59.00	\$.00	\$.00	0.00	\$.00
13972419	10/26/2020	M6352FZ	\$ 27.00	\$.00	\$.00	0.00	\$.00
13973272	10/27/2020	B5822FR	\$ 219.25	\$ 181.25	\$ 9.06	0.00	\$ 172.19
13973272	10/27/2020	M4442DD	\$ 27.00	\$.00	\$.00	0.00	\$.00
13973283	10/27/2020	B5822FR	\$ 22.00	\$.00	\$.00	0.00	\$.00
13973422	10/27/2020	B7095JW	\$ 93.31	\$ 34.31	\$ 1.72	0.00	\$ 32.59

Total Transaction Amount Collected: \$3,759.56

Total Sales Tax Collected: \$2,920.56

Total Retained by County: \$146.03

Total Donations: 0.00

Total Due Comptroller for this period: \$2,774.53

- 3. To accept the October 2020 Tax Collection Report from the Caldwell County Appraisal District. Backup: 4**

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hoppy.haden@co.caldwell.tx.us and ezzy.chan@co.caldwell.tx.us . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: 11/24/2020

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

to approve the October 2020 Tax Collection Report from the Caldwell County Appraisal District

1. Costs:

Actual Cost or Estimated Cost \$ None

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. Agenda Speakers:

	Name	Representing	Title
--	------	--------------	-------

(1) Judge Haden

(2) _____

(3) _____

3. Backup Materials: None To Be Distributed 4 total # of backup pages
(including this page)

4. 
Signature of Court Member

11/13/2020
Date

CALDWELL COUNTY COMMISSIONERS

Tax Collection Report

OCTOBER 2020

	October	Prior Months	YTD TOTAL	PRIOR YEAR
2020 Tax Collection	\$791,073.66	\$0.00	\$791,073.66	\$807,441.19
2019 & Prior Collection	\$99,016.29	\$0.00	\$99,016.29	\$78,000.87
Total Tax Collection =	\$890,089.95	\$0.00	\$890,089.95	\$885,442.06

note: Above figures include penalties and interest collected

2020 Original Levy \$20,341,323.35

October 31, 2020 Percent of 2020 Tax Collected	3.89%
October 31, 2019 Percent of 2019 Tax Collected	4.13%
October 31, 2018 Percent of 2018 Tax Collected	4.08%
October 31, 2020 - Balance of Delinquent Tax	\$2,310,037.43
October 31, 2019 - Balance of Delinquent Tax	\$1,914,123.25
October 31, 2018 - Balance of Delinquent Tax	\$1,729,049.53

Corrections made to Current Tax Roll (\$9,720.54)

Corrections made to Delinquent Tax Roll (\$11,137.17)

NOTE:

Caldwell County Appraisal District has collected and disbursed Attorney Fees in the amount of \$15,412.85

Submitted by:

Shanna Ramzinski

Shanna Ramzinski
 Chief Appraiser
 Caldwell County Appraisal District

CALDWELL COUNTY

Balance Sheet

OCTOBER 2020

DEPOSITS

Date	Amount		CHECK #
	M & O	I & S	
(1) 15-Oct-20	\$54,199.17	\$4,942.16	EFT
(2) 21-Oct-20	\$41,882.54	\$2,565.77	EFT
(3) 22-Oct-20	\$110,063.31	\$6,092.15	EFT
(4) 23-Oct-20	\$118,279.50	\$6,802.62	EFT
(5) 28-Oct-20	\$197,924.88	\$10,863.47	EFT
(6) 5-Nov-20	\$317,980.94	\$18,493.44	EFT
(7)	\$0.00	\$0.00	
(8)	\$0.00	\$0.00	
(9)	\$0.00	\$0.00	
(10)	\$0.00	\$0.00	
(11)	\$0.00	\$0.00	
(12)	\$0.00	\$0.00	
(13)	\$0.00	\$0.00	
(14)	\$0.00	\$0.00	
(15)	\$0.00	\$0.00	
(16)	\$0.00	\$0.00	
(17)	\$0.00	\$0.00	
(18)	\$0.00	\$0.00	
(19)	\$0.00	\$0.00	
(20)	\$0.00	\$0.00	
(21)	\$0.00	\$0.00	
(22)	\$0.00	\$0.00	
(23)	\$0.00	\$0.00	
(24)	\$0.00	\$0.00	
(25)	\$0.00	\$0.00	
Subtotals	<u>\$840,330.34</u>	<u>\$49,759.61</u>	
TOTAL ALL DEPOSITS	<u>\$890,089.95</u>		

- 4. Approve renewal Policy #64426183 for
B.J Westmoreland, Commissioner, Pct. 1;
Backup: 2**

Caldwell County Agenda Item Request Form

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AGENDA DATE: 11/24/2020

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

to approve policy #64426183 bond renewal for Commissioner, Pct. 1- B.J. Westmoreland

1. **Costs:**

Actual Cost or Estimated Cost \$ 92.50

Is this cost included in the County Budget? Yes

Is a Budget Amendment being proposed? no

2. **Agenda Speakers:**

	Name	Representing	Title
--	------	--------------	-------

(1) Judge Haden

(2) _____

(3) _____

3. **Backup Materials:** None To Be Distributed 2 total # of backup pages
(including this page)

4. 

Signature of Court Member

11/17/2020

Date

CARL R. OHLENDORF INSURANCE

115 SOUTH MAIN STREET
LOCKHART, TX 78644
Phone: 512-398-2318

Caldwell County
P. O. Box 98
Lockhart, TX 78644

INVOICE NO. 17832		Page 1
ACCOUNT NO.	OP	DATE
CALDW01	JB	11/09/2020
BOND Dec Page		
POLICY #		
64426183		
COMPANY		
Western Surety		
PRODUCER		
Adair H. Rucker		
EFFECTIVE	EXPIRATION	BALANCE DUE ON
11/19/2020	11/19/2022	

Itm #	Eff Date	Trn	Description	Amount
144419	11/19/20	REN	BJ Westmoreland - Commissioner	\$92.50
			Invoice Balance:	\$92.50

2 year bond term

Discussion/Action Items:

- 5. Discussion/Action regarding the burn ban.
Speaker: Judge Haden/ Hector Rangel;
Backup: 3; Cost: None**

Caldwell County Agenda Item Request Form

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AGENDA DATE: 11/24/2020

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?
regarding the Burn Ban

1. Costs:

Actual Cost or Estimated Cost \$ None

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. Agenda Speakers:

	Name	Representing	Title
--	------	--------------	-------

(1) Judge Haden _____

(2) Hector Rangel _____

(3) _____

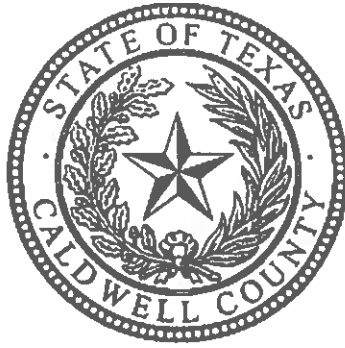
3. Backup Materials: None To Be Distributed 3 total # of backup pages
(including this page)

4. 

Signature of Court Member

11/13/2020

Date



**CALDWELL COUNTY, TEXAS
DECLARATION OF LOCAL DISASTER
PROHIBITION OF OUTDOOR BURNING**

WHEREAS, Section §418.108 of the Local Government Code provides that the County Judge can declare a slate of Local Disaster within the county) and order, may prohibit outdoor burning in the unincorporated area of the county when he finds that circumstances present in all or part of the unincorporated area of the county create a public safety hazard that would be exacerbated by outdoor burning and,

WHEREAS, the County Judge does find that circumstances present in all of the unincorporated area of the county create a public safety hazard that could be exacerbated by outdoor burning;

BE IT THEREFORE ORDERED, that the following emergency regulations are hereby established for all unincorporated areas of Caldwell County, Texas that are not subject to public ownership or stewardship for the duration of the above mentioned declaration:

- I. Action Prohibited:
 - (a) A person violates this order if he/she burns an) combustibile materials outside of an enclosure, which serves to contain all flame and/or sparks, or orders such burning by others.
 - (b) A person violates this order if he /she engages in any activity outdoors which could allow flames or sparks that could result in a fire, unless done in an enclosure designed to protect the spread of fire, or orders such activities by others.

- 2.. Enforcement:
 - (a) Upon notification of suspected outdoor burning the tire department assigned shall respond to the scene and take immediate measures to contain or extinguish the fire.
 - (b) If requested by a fire official, a duly commissioned peace officer, when available, shall be notified and sent to the scene to investigate the nature of the fire.
 - (c) If, in the opinion of the officer investigating and the fire official, the goal of this order can be obtained by informing the responsible party about the prohibitions established by this order the officer may at his discretion notify the party about the provisions of this order and request compliance with it, or issue a citation for: Violation of Bum Ban Order.
Therefore it is in accordance with Local Government Code 352.08 I, a violation of this order is a class C Misdemeanor, punishable by a fine not to exceed \$500.00.

3. This Order does not prohibit prescribed fire(s) conducted in compliance with guidelines set forth by federal or state natural resource agencies and conducted by a prescribed burn manager certified under Section 153.048 Natural Resources Code, and meets the standards of Section 153.047, Natural Resources Code, burned under a burn plan approved by such agencies, or outdoor burning activities related to public health and safety that are authorized by the Texas Commission on Environmental Quality for:
- (a) Firefighter training
 - (b) Public utility, natural gas pipeline or mining operations
 - (c) Planting or harvesting of agricultural crops

IT IS FURTHER ORDERED that an exemption be hereby granted for a bona fide commercial land clearing business, allowing said business to burn as long as all other provisions of the Order and applicable laws and ordinances are adhered to as set forth herein, and contact is made and the burning approved by the Caldwell County Emergency Management Coordinator at 1403 Blackjack St. Lockhart, TX at phone Number 512-398-1822, and receiving permission, prior to any outdoor burning.

IT IS FURTHER ORDERED that an exemption be hereby granted to those businesses where welding is an essential function of the business, allowing welding operations to proceed as long as the area of welding operations has been cleared of vegetation for a distance of no less than ten (10) feet in all directions, that there be a second capable person acting as a fire spotter with a sufficient water source available to extinguish fires which may be ignited from stray sparks, and only when all other provisions of the Order and applicable laws and ordinances are adhered to as set forth herein.

BE IT ALSO ORDERED, that the purpose of this order is the mitigation of the hazard posed by wildfire during the term of the dry, weather by curtailing outdoor burning; which purpose is to be taken into account in any enforcement action based upon this order.

This order will remain in effect for a period of 14 days, and shall expire at the end of said period.

IN WITNESS WHEREOF, I AFFIX MY SIGNATURE this, the 24th day of November, 2020.

Hoppy Haden, County Judge

ATTEST:

**Teresa Rodriguez
County Clerk**

6. Discussion/Action to discuss the December Fireworks order. **Speaker: Judge Haden/ Hector Rangel; Backup:3; Cost; None**

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hoppy.haden@co.caldwell.tx.us and ezzy.chan@co.caldwell.tx.us . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: 11/24/2020

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?
to discuss the December Fireworks order.

1. **Costs:**

Actual Cost or Estimated Cost \$ None

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. **Agenda Speakers:**

	Name	Representing	Title
<hr/>			

(1) Judge Haden

(2) _____

(3) _____

3. **Backup Materials:** None To Be Distributed 3 total # of backup pages
(including this page)

4. 
Signature of Court Member

Date 11/13/2020



DECEMBER FIREWORKS PERIOD
(DECEMBER 20-MIDNIGHT, JANUARY 1)
DEADLINE TO ADOPT ORDER: DECEMBER 14, 2020

Local Government Code, §352.051 authorizes the commissioners court to adopt an order regulating certain fireworks in the unincorporated areas of the county under drought conditions. **The statute provides that the order must be adopted before December 15 of each year for the December fireworks period.**

If your county is designated a drought area, and your court wishes to adopt such an order, action must be taken before the deadline. To determine whether your county is designated a drought area, please visit the Texas Interagency Coordination Center website at tamu.edu/ticc/ or call the Texas Forest Service at (979) 458-7331. The Texas Forest Service has developed drought [weblinks](#) to assist your county in monitoring drought conditions more closely.

If the court decides to adopt an order, the order may prohibit or restrict the sale or use of "restricted fireworks", which are defined as "skyrockets with sticks" as classified in 49 Code of Federal Regulations, § 173.100(r)(2) in effect on October 1, 1986 and as missiles with fins. A violation of the order is a Class C misdemeanor. Also, a citizen can file suit for an injunction to prevent a violation or threatened violation of the order. An order issued by your court based on a Texas Forest Service determination will expire when the Texas Forest Service finds that your county is no longer in a drought condition.

In addition, during the December fireworks season, the commissioners court may make a determination under Local Government Code §352.051(c) that conditions on rural acreage not under cultivation for at least 12 months are extremely hazardous for the danger of fire because of high grass or dry vegetation and adopt an order to prohibit or restrict the sale or use of restricted fireworks in specified areas of the county. An order issued by the commissioners court based on its determination of extreme hazard for the danger of fire will expire on the date established in the order.

Under Local Government Code § 352.051(f), the county may also designate one or more "safe" areas where the use of restricted fireworks is not prohibited. In determining if an area may be considered "safe" the court should take into account whether adequate public safety and fire protection services are provided to the area.

A sample order is provided on the following page. If your court decides to designate "safe" areas, the order will need to be modified to include appropriate language. A copy of Local Government Code §352.051, the portions of the Occupation Code that define and explain permitted and prohibited fireworks, and copies of the Federal regulations referenced in the state law are available online at county.org/fireworks. If you have any questions, please contact the Legal Department toll-free at (888) 275-8224.

STATE OF TEXAS

§

COUNTY OF CALDWELL

§

§

**ORDER PROHIBITING OR RESTRICTING CERTAIN FIREWORKS
IN UNINCORPORATED AREAS OF CALDWELL COUNTY, TEXAS**

WHEREAS, the Texas Forest Service has determined that drought conditions exist in Caldwell County; and

WHEREAS, on the 24th of November, 2020, the Commissioners Court of Caldwell County has determined that the normal danger of fire in the unincorporated areas of Caldwell County is greatly enhanced by the extremely dry conditions now existing;

NOW, THEREFORE, the Commissioners Court of Caldwell County adopts this Order prohibiting or restricting the sale or use of restricted fireworks in the unincorporated areas of Caldwell County.

1. A person may not sell, detonate, ignite, or in any way use fireworks classified as “skyrockets with sticks” under 49 C.F.R. part. 173.100(r)(2) (10-01-86 edition) or missiles with fins in any portion of the unincorporated areas of Caldwell County.
2. This Order does not prohibit “permissible fireworks” as authorized in Occupations Code Section 2154.003(a).
3. A person commits an offense if the person knowingly or intentionally violates a prohibition established by this Order. An offense under this order is a Class C. Misdemeanor.
4. This order expires on the date the Texas Forest Service determines drought conditions no longer exist in the county or January 2, 2021, whichever is earlier.

APPROVED this the 24th day of November, 2020, by the Caldwell County Commissioners Court.

Hoppy Haden
Caldwell County Judge

B.J. Westmoreland
Commissioner, Precinct 1

Barbara Shelton
Commissioner, Precinct 2

Ed Theriot
Commissioner, Precinct 3

Joe Ivan Roland
Commissioner, Precinct 4

ATTEST:

Teresa Rodriguez
Caldwell County Clerk

- 7. Discussion/Action** to approve Budget Amendment #11 to correct Fund 002 Unit Road personnel salaries. **Speakers: Judge Haden/ Barbara Gonzales; Backup: 4; Cost: Net Zero**

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AGENDA DATE: 11/24/2020

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

to approve Budget Amendment #11 to correct Fund 002 Unit Road personnel salaries

1. Costs:

Actual Cost or Estimated Cost \$ Net Zero

Is this cost included in the County Budget? no

Is a Budget Amendment being proposed? yes

2. Agenda Speakers:

	Name	Representing	Title
<hr/>			

(1) Judge Haden

(2) Barbara Gonzales

(3) _____

3. Backup Materials: None To Be Distributed 4 total # of backup pages
(including this page)

4. 
Signature of Court Member

11/13/2020
Date



Caldwell County, TX

Budget Report Account Summary

For Fiscal: FY 2020-2021 Period Ending: 10/31/2020

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 002 - UNIT ROAD FUND							
Expense							
<u>002-1101-1020</u>	APPOINTED OFFICIAL	55,720.00	55,720.00	3,686.07	3,686.07	52,033.93	93.38 %
<u>002-1101-1024</u>	FOREMEN	88,318.00	88,318.00	5,842.53	5,842.53	82,475.47	93.38 %
<u>002-1101-1027</u>	ROAD WORKERS	747,119.00	747,119.00	48,035.42	48,035.42	699,083.58	93.57 %
<u>002-1101-1040</u>	CLERICAL AND ASSISTANTS	41,258.00	41,258.00	2,729.40	2,729.40	38,528.60	93.38 %
<u>002-1101-1110</u>	LONGEVITY	7,700.00	7,700.00	0.00	0.00	7,700.00	100.00 %
<u>002-1101-1150</u>	OVERTIME	15,000.00	15,000.00	1,288.80	1,288.80	13,711.20	91.41 %
<u>002-1101-2010</u>	SOCIAL SECURITY & MEDICARE TAX	73,199.00	73,199.00	4,507.62	4,507.62	68,691.38	93.84 %
<u>002-1101-2020</u>	GROUP MEDICAL INSURANCE	199,060.00	199,060.00	11,103.00	11,103.00	187,957.00	94.42 %
<u>002-1101-2030</u>	RETIREMENT	43,441.00	43,441.00	2,714.62	2,714.62	40,726.38	93.75 %
<u>002-1102-1028</u>	MECHANICS	38,727.00	38,727.00	2,561.95	2,561.95	36,165.05	93.38 %
<u>002-1102-1038</u>	LEAD MECHANIC	41,908.00	41,908.00	2,772.37	2,772.37	39,135.63	93.38 %
<u>002-1102-1039</u>	Mechanics	36,078.00	36,078.00	2,386.72	2,386.72	33,691.28	93.38 %
<u>002-1102-1110</u>	LONGEVITY	900.00	900.00	0.00	0.00	900.00	100.00 %
<u>002-1102-1150</u>	OVERTIME	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
<u>002-1102-2010</u>	SOCIAL SECURITY & MEDICARE TAX	9,074.00	9,074.00	585.62	585.62	8,488.38	93.55 %
<u>002-1102-2020</u>	GROUP MEDICAL INSURANCE	24,882.00	24,882.00	1,646.10	1,646.10	23,235.90	93.38 %
<u>002-1102-2030</u>	RETIREMENT	5,385.00	5,385.00	339.73	339.73	5,045.27	93.69 %
<u>002-1103-1038</u>	LEAD MECHANIC	41,908.00	41,908.00	2,800.28	2,800.28	39,107.72	93.32 %
<u>002-1103-1039</u>	MECHANICS	38,727.00	38,727.00	2,589.83	2,589.83	36,137.17	93.31 %
<u>002-1103-1110</u>	LONGEVITY	650.00	650.00	0.00	0.00	650.00	100.00 %
<u>002-1103-1150</u>	OVERTIME	500.00	500.00	0.00	0.00	500.00	100.00 %
<u>002-1103-2010</u>	SOCIAL SECURITY & MEDICARE TAX	6,257.00	6,257.00	410.12	410.12	5,846.88	93.45 %
<u>002-1103-2020</u>	GROUP MEDICAL INSURANCE	16,588.00	16,588.00	548.70	548.70	16,039.30	96.69 %
<u>002-1103-2030</u>	RETIREMENT	3,713.00	3,713.00	237.17	237.17	3,475.83	93.61 %
	Expense Total:	1,537,112.00	1,537,112.00	96,786.05	96,786.05	1,440,325.95	93.70 %
	Fund: 002 - UNIT ROAD FUND Total:	1,537,112.00	1,537,112.00	96,786.05	96,786.05	1,440,325.95	93.70 %
	Report Total:	1,537,112.00	1,537,112.00	96,786.05	96,786.05	1,440,325.95	93.70 %

8. Discussion/Action to approve Budget Amendment #12 to move \$5,014.68 from Worker's Comp (001-6510-2040) to fax/internet (001-6510-4425) to complete blanket Purchase Order REQ00624 to ATT.
Speakers: Judge Haden/ Barbara Gonzales. Backup: 5; Cost: Net Zero

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hoppy.haden@co.caldwell.tx.us and ezzy.chan@co.caldwell.tx.us . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: 11/24/2020

Type of Agenda Item

- Consent
- Discussion/Action
- Executive Session
- Workshop
- Public Hearing

What will be discussed? What is the proposed motion?

to approve Budget Amendment #12 to move \$5,014.68 from Worker's Comp (001-6510-2040) to Fax/Internet (001-6510-4425) to complete blanket Purchase Order for AT+T.

1. Costs:

Actual Cost or Estimated Cost \$ 5,014.68 (Net Zero)

Is this cost included in the County Budget? No

Is a Budget Amendment being proposed? Yes

2. Agenda Speakers:

	Name	Representing	Title
(1)	Judge Haden		
(2)	Barbara Gonzales		
(3)			

3. Backup Materials: None To Be Distributed 5 total # of backup pages (including this page)

4. 
Signature of Court Member

11/17/2020
Date

AGENDA ITEM REQUEST FORM
CALDWELL COUNTY AUDITOR'S OFFICE

TO: ALL ELECTED OFFICIALS AND DEPARTMENT HEADS

SCAN AND EMAIL to barbara.gonzales@co.caldwell.tx.us; mayra.castillo@co.caldwell.tx.us; carolyn.caro@co.caldwell.tx.us; and kari.labit@co.caldwell.tx.us

Deadline is 5:00 PM (4) FOUR BUSINESS DAYS BEFORE AGENDA ITEM REQUEST DEADLINE. Please submit this completed form. "Anything missing will cause the Agenda Item to be held over to the next Regular Meeting," according to Caldwell County's Rules & Procedures.

AGENDA DATE: 11-24-2020

TYPE OF AGENDA ITEM

CONSENT

PUBLIC HEARING

DISCUSSION/ACTION

WORKSHOP

EXECUTIVE SESSION

AMOUNT REQUIRED: \$5,014.68

LINE ITEM NUMBER: 001-6510-2040

SUMMARY

move \$5,014.68 from Worker's Comp (001-6510-2040) to Fax/Internet (001-6510-4425) to complete Purchase order REQ00624 for AT&T.

Budget Amendment being Proposed? Yes

Payroll Item being Proposed? No

Purchasing Guidelines Followed? Yes

Grant Financial Related? No

Payable Item being Proposed? Yes

SUPPORT / DOCUMENTATION: 4 total # of backup pages (including this page).

REQUESTED (SPEAKER) BY

E.Chan

SPONSOR

Judge Haden

SIGNATURE: 

DATE: 11/17/2020

NOTE: REQUESTOR/SPEAKER BE AVAILIABLE IN COMMISSIONER'S COURT FOR THE AGENDA ITEM REQUESTED. THE AUDITOR'S OFFICE WILL PROVIDE THE BUDGET AMENDMENT AND PAYABLE ITEM, THE REQUESTOR/SPEAKER IS RESPONSIBLE FOR AGENDA ITEM AND SUPPORT TO BE ADDED ON AGENDA.

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED:

AUDITOR REVIEW:

CALDWELL COUNTY

P.O. Box 98
 Lockhart, TX 78644
 PH: (512) 398-1801
 FAX: (512) 398-1829

PURCHASE ORDER**PO Number:** REQ00624**Date:** 11/16/2020**Requisition #:** REQ00624**Vendor #:** CININT

ISSUED TO: AT & T MOBILITY
 P.O. BOX 6463
 CAROL STREAM, IL 60197-6463

SHIP TO: County Judge
 110 S. Main St., RM 201
 Lockhart, TX 78644

ITEM	UNITS DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0 Blanket PO AT&T CININT	001-6510-4425		0.00	5,014.68

Authorized by: _____

SUBTOTAL:	5,014.68
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	5,014.68

1. Original invoice with remittance slip must be sent to: Caldwell County, P.O. Box 98, Lockhart, TX 78644.
2. Payment may be expected within 30 days of receipt of goods and invoice.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the County.
7. All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
9. Seller acknowledges that the buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
10. The County is exempt from all federal excise and state tax - ID# 74-6001631



CALDWELL COUNTY EMERGENCY MANAGEMENT
 ATTN: ACCOUNTS PAYABLE
 PO BOX 98
 LOCKHART, TX 78644-0098

Page: 1 of 25
 Issue Date: Oct 15, 2020
 Account Number: 875648878
 Foundation Account: 03086047
 Invoice: 875648878X10232020

AutoPay: Set up automatic payments that you can update whenever you want. Go to wireless.att.com/premiercare to sign up through eBill now.

Want to learn more about your details and usage? Sign into Premier eBill at wireless.att.com/premiercare and go to your customizable reporting.

Total due
\$417.89
 Please pay by:
 Nov 10, 2020

Account summary

Your last bill	\$417.89
Payment, Sep 19 - Thank you!	-\$417.89
Remaining balance	\$0.00

CININT

Service summary

 Wireless	<i>Page 2</i>	\$417.89
Total services		\$417.89

Total due

Please pay by Nov 10, 2020

\$417.89 x 12 = 5014.68
001-6510-4425

*Requested
 Blanket Po
 from Pzy
 10/22/20*

9/16 - 10/15/20

Ways to pay and manage your account:

 business.att.com

 **Call 611**
 from AT&T device

800.331.0500
 TTY: 866.241.6567
 from any other phone

- 9. Discussion/Action** to approve payment to ATT for fax/internet. **Speakers: Judge Haden/ Barbara Gonzales; Backup: 5; Cost: \$417.89**

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hoppy.haden@co.caldwell.tx.us and ezzy.chan@co.caldwell.tx.us . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: 11/24/2020

Type of Agenda Item

- Consent
- Discussion/Action
- Executive Session
- Workshop
- Public Hearing

What will be discussed? What is the proposed motion?

TO APPROVE THE PAYMENT OF AT&T OF \$417.89
REF. PO REQ00624
VENDOR: AT&T MOBILITY
INVOICE: 875648878X10232020

1. Costs:

Actual Cost or Estimated Cost \$ 417.89

Is this cost included in the County Budget? NO

Is a Budget Amendment being proposed? YES

2. Agenda Speakers:

	Name	Representing	Title
(1)	BARBARA A. GONZALES		COUNTY AUDITOR
(2)			
(3)			

3. Backup Materials: None To Be Distributed _____ total # of backup pages (including this page)

4. 
Signature of Court Member

Date 11/17/2020

AGENDA ITEM REQUEST FORM
CALDWELL COUNTY AUDITOR'S OFFICE

TO: ALL ELECTED OFFICIALS AND DEPARTMENT HEADS

SCAN AND EMAIL to barbara.gonzales@co.caldwell.tx.us; mayra.castillo@co.caldwell.tx.us; carolyn.caro@co.caldwell.tx.us; and kari.labit@co.caldwell.tx.us

Deadline is 5:00 PM (4) FOUR BUSINESS DAYS BEFORE AGENDA ITEM REQUEST DEADLINE. Please submit this completed form. "Anything missing will cause the Agenda Item to be held over to the next Regular Meeting," according to Caldwell County's Rules & Procedures.

AGENDA DATE: 11-24-2020

TYPE OF AGENDA ITEM

CONSENT

PUBLIC HEARING

DISCUSSION/ACTION

WORKSHOP

EXECUTIVE SESSION

AMOUNT REQUIRED: \$5,014.68

LINE ITEM NUMBER: 001-6510-2040

SUMMARY

move \$5,014.68 from Worker's Comp (001-6510-2040) to Fax/Internet (001-6510-4425) to complete Purchase order REQ00624 for AT&T.

Budget Amendment being Proposed? Yes

Payroll Item being Proposed? No

Purchasing Guidelines Followed? Yes

Grant Financial Related? No

Payable Item being Proposed? Yes

SUPPORT / DOCUMENTATION: 4 total # of backup pages (including this page).

REQUESTED (SPEAKER) BY

E.Chan

SPONSOR

Judge Haden

SIGNATURE: 

DATE: 11/17/2020

NOTE: REQUESTOR/SPEAKER BE AVAILABLE IN COMMISSIONER'S COURT FOR THE AGENDA ITEM REQUESTED. THE AUDITOR'S OFFICE WILL PROVIDE THE BUDGET AMENDMENT AND PAYABLE ITEM, THE REQUESTOR/SPEAKER IS RESPONSIBLE FOR AGENDA ITEM AND SUPPORT TO BE ADDED ON AGENDA.

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED:

AUDITOR REVIEW:

CALDWELL COUNTY

P.O. Box 98
 Lockhart, TX 78644
 PH: (512) 398-1801
 FAX: (512) 398-1829

PURCHASE ORDER

PO Number: REQ00624

Date: 11/16/2020

Requisition #: REQ00624

Vendor #: CININT

ISSUED TO: AT & T MOBILITY
 P.O. BOX 6453
 CAROL STREAM, IL 60197-6463

SHIP TO: County Judge
 110 S. Main St., RM 201
 Lockhart, TX 78644

ITEM	UNITS DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0 Blanket PO AT&T CININT	001-6510-4425		0.00	5,014.68

Authorized by: _____

SUBTOTAL:	5,014.68
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	5,014.68

1. Original invoice with remittance slip must be sent to: Caldwell County, P.O. Box 98, Lockhart, TX 78644.
2. Payment may be expected within 30 days of receipt of goods and invoice.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the County.
7. All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
9. Seller acknowledges that the buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer. The County is exempt from all federal excise and state tax - ID# 74-6001631
- 10.



CALDWELL COUNTY EMERGENCY MANAGEMENT
 ATTN. ACCOUNTS PAYABLE
 PO BOX 98
 LOCKHART, TX 78644-0098

Page: 1 of 25
 Issue Date: Oct 15, 2020
 Account Number: 875648878
 Foundation Account: 03086047
 Invoice: 875648878X10232020

AutoPay: Set up automatic payments that you can update whenever you want. Go to wireless.att.com/premiercare to sign up through eBill now.

Want to learn more about your details and usage? Sign into Premier eBill at wireless.att.com/premiercare and go to your customizable reporting.

Total due
\$417.89
 Please pay by:
 Nov 10, 2020

Account summary

Your last bill	\$417.89
Payment, Sep 19 - Thank you!	-\$417.89
Remaining balance	\$0.00

CININT

Service summary

 Wireless	<i>Page 2</i>	\$417.89
Total services		\$417.89

Total due
 Please pay by Nov 10, 2020

*\$417.89 x 12 = 5014.68
 001-6510-4425*

*Requested
 Blanket Po
 from Fizzy
 10/22/20*

9/16 - 10/15/20

Ways to pay and manage your account:

 business.att.com

 **Call 611**
 from AT&T device

800.331.0500
 TTY: 866.241.6567
 from any other phone

10. Discussion/Action to approve Budget Amendment #13 to receive and allocate HAVA Funds and County Match. **Speakers: Judge Haden/ Barbara Gonzales/Dennis Engelke; Backup: 5; Cost: Net Zero**

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hoppy.haden@co.caldwell.tx.us and ezzy.chan@co.caldwell.tx.us . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: 11/24/2020

Type of Agenda Item

- Consent
- Discussion/Action
- Executive Session
- Workshop
- Public Hearing

What will be discussed? What is the proposed motion?

to approve Budget Amendment #13 to receive and allocate HAVA Funds and County Match.

1. Costs:

Actual Cost or Estimated Cost \$ Net Zero

Is this cost included in the County Budget? No

Is a Budget Amendment being proposed? Yes

2. Agenda Speakers:

	Name	Representing	Title
(1)	<u>Judge Haden</u>		
(2)	<u>Barbara Gonzales</u>		
(3)	<u>Dennis Engelke</u>		

3. Backup Materials:

None To Be Distributed 5 total # of backup pages (including this page)

4. 
Signature of Court Member

Date 11/17/2020

Play recording (1 hr 9 min)

Recording password: Elections2020

The attached award agreement and assurances outline details about the grant. I have also included below a table that shows the two different sources of grant funding that we discussed in the webinar. The attached award agreement (and the agreement sent to your county judge) only applies to CARES Act funding. We have not yet disseminated award agreements for the election security funding.

Caldwell County	2020 CARES Act Grant	2018 Election Security Grant	2020 Election Security Grant
Federal Amount	\$37,014.73	\$40,000	\$80,000
Required County Match	\$7,402.95	\$0	\$16,000
Purpose Areas	<ul style="list-style-type: none"> Voting Processes: Additional costs for printing and mailing ballots, ballot tracking software, high speed scanners, letter opening equipment, registration list activities to improve the accuracy and currency of registrant addresses Staffing: Additional poll workers, election office staff diverted to pandemic response, temporary staff Security and Training: Pre- and post-election cleaning of polling places, staff and poll worker training on prevention processes Communications: Notifying public of voter registration requirements, ballot request options, precautions or voting procedures Supplies: Additional laptops, mobile IT equipment, cleaning supplies, personal protective equipment (PPE) 	<ul style="list-style-type: none"> Voting Equipment: Upgrades and replacement equipment – must be HAVA-compliant and paper verifiable Election Auditing: Costs to conduct review after polls close for the purpose of determining whether the votes were counted accurately Voter Registration Systems: Costs to enhance voter registration system security Cyber Security: Security enhancements to protect the election process Communications: Costs needed to communicate with the public regarding election security 	

Please reach out to me at my direct line, 512-463-3362 at your convenience if you wish to discuss this further.

Amanda Grossman

Election Funds Management

Elections Division

Office of the Secretary of State

P - 512/463.3362

F - 512/463.7552

M - PO Box 12060

Austin, TX 78711



Caldwell County, TX

JW14401

End Of Day Journal Register Receipt Detail

Packet: CLPKT12355 - 44930 TX COMP 10/7/20

Posting Date: 10/20/2020

2020 HAVA Election Sub Grant

Summaries

~~001-3000-0421?~~

Terminal Summary

Terminal Number	Receipt Count	Tendered Amount	Applied Amount	External Amount	Change
	1	120,000.00	120,000.00	0.00	0.00
Terminal Totals:	1	120,000.00	120,000.00	0.00	0.00

014-3000-4998 = \$140,000

014-3000-0421 = \$80,000

Operator Summary

Operator	Transaction Code - Description	Trans. Count	Applied Amount	External Amount
Deputy Treasurer	ACH - ACH-WIRES	1	120,000.00	0.00
Operator Transaction Totals:		1	120,000.00	0.00
Transaction Totals:		1	120,000.00	0.00

Taken By Summary

Taken By	Count	Applied Amount
Darlene Morris	1	120,000.00
Total Receipts:	1	120,000.00

Transaction Summary

Transaction Code	Trans. Count	Applied Amount	External Amount
ACH - ACH-WIRES	1	120,000.00	0.00
Transaction Totals:	1	120,000.00	0.00

Product Code Summary

Product Code	Trans. Count	Applied Amount
ACH - ACH-WIRES	1	120,000.00
Product Code Totals:	1	120,000.00

Batch Payment Summary

Batch:	Payment Method	Pmt. Count	Tendered Amount (-)	Total Cash (=)	Total Non-Cash
B00012345-44930 TX COMP 10/7	ACH - Electronic Transfer	1	120,000.00	0.00	120,000.00
Batch Payment Method Totals:		1	120,000.00	0.00	120,000.00



10/09/2020 02:20:58 PM

You are logged in as:
Texas Identification Number: 17460016318 Lori Rangel lori.rangel@co.caldwell.tx.us (512) 398-1800 IP: 204.64.105.155
System Tools
<ul style="list-style-type: none"> • Sign up for Advanced Payment Notifications Emails <input checked="" type="checkbox"/> • Paying Agency Contact List • Back to eSystems Menu
Public Payment Resources
<ul style="list-style-type: none"> • State Vendor Payment Resources • Where the Money Goes • Open Records Division

Payment Information

Tips:

• Both the Invoice Number and Invoice Description fields display information provided by the paying agency. Contact the paying agency for additional information if needed.
[Paying Agency Contact List](#)

Texas Identification Number	Mail Code	Payment Number	Payment Type	Paying Agency	Total
17460016318	016	5106782	DD	307	120000.00

Document Number	Invoice Number	Invoice Description	Invoice Amount	Interest Amount
90000468	028	2020 HAVA ELECTION SECURITY SUB-GRANT TO COUNTIES - FED	120,000.00	0.00

10-7-20

[New Payment Search](#)

[Back](#)

6044930

11. Discussion/Action to approve REQ00627 for Caldwell County Fentress Tower Site to be generated into a Purchase Order in the amount of \$695,587.00. **Speakers: Judge Haden/ Danie Blake; Backup: 13; Cost: \$695,587.00.**

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hoppy.haden@co.caldwell.tx.us and ezzy.chan@co.caldwell.tx.us . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: 11/24/2020

Type of Agenda Item

Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

To approve requisition REQ00627 for Caldwell County Fentress Tower Site to be generated into a Purchase Order in the amount of \$695,587.00

1. Costs:

Actual Cost or Estimated Cost \$ 0.00

Is this cost included in the County Budget? N/A

Is a Budget Amendment being proposed? N/A

2. Agenda Speakers:

	Name	Representing	Title
(1)	Danie Blake		Purchasing Agent
(2)	Hoppy Haden		County Judge
(3)			

3. Backup Materials: None To Be Distributed 13 total # of backup pages
(including this page)

4. 
Signature of Court Member

11/17/2020
Date



REQUISITION

Requisition #: REQ00627

Date: 11/17/2020

Vendor #: MOTSOL

ISSUED TO: MOTOROLA SOLUTIONS
PO BOX 404059
ATLANTA, GA 30384-4059

SHIP TO: County Judge
110 S. Main St., RM 201
Lockhart, TX 78644

ITEM	UNITS DESCRIPTION	ITEM #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 Caldwell County Fentress Tower Site		0.00 013-6650-5312	658,773.00
2	0 Caldwell County Fentress Tower Site		0.00 013-6650-5310	36,814.00
Detailed Description:				

Authorized By: Danie Blake

SUBTOTAL:	695,587.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	695,587.00



CALDWELL COUNTY

FENTRESS TOWER SITE

SEPTEMBER 28, 2020

The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary and/or trade secret information of Motorola Solutions, Inc. ("Motorola Solutions") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola Solutions.

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Motorola Solutions, Inc.
2120 W Braker Lane
Austin Texas 78758
USA

September 28, 2020

Honorable Judge Haden
110 South Main Street
Courthouse, Room 201
Lockhart, TX 78644

RE: Fentress Tower Only Proposal

Dear Judge Haden,

Motorola Solutions, Inc. (Motorola) is pleased to present to you the enclosed proposal for the Fentress Site Tower Only Project. The Proposal is based upon and subject to the terms and conditions of the DIR Agreement (DIR-TSO-4101) and consists of this cover letter, the Statement of Work, the System Description, and Equipment List.

This proposal is subject to the terms and conditions of the Texas DIR-TSO-4101 contract and remains valid for a period of Thirty (30) days from the date of this letter. This proposal may be accepted by issuing a purchase order that specifically references "the terms and conditions of the Texas DIR-TSO4101 contract." Motorola would be happy to discuss any concerns the County may have with the Proposal.

For any issues or concerns please contact your Account Manager, Ben Zotyka, at (832)657-5086.

Sincerely,
MOTOROLA SOLUTIONS, INC.



Chris Matthieu
Area Sales Manager

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SECTION 1

SYSTEM DESCRIPTION

1.1 TOWER DESIGN OVERVIEW

Motorola is pleased to provide a proposal to Caldwell County for a new 300 foot self support tower which be installed next to the shelter that has already been purchased. The proposed tower will be installed at 29°45'32.7"N 97°46'34.6"W and has been designed to mount required LMR antenna and microwave dishes as well as additional LMR antennas and dishes for the future. The tower is rated for 118 mph wind speed and exposure C in accordance with the TIA-222-H Standard. The tower is also designed for a 30mph basic wind with 1.00 inch ice. The tower will hold the following load:

CL Elev (AGL)	Description	TX-Line	Status
303.7	(1) CC807-11	(1)7/8"	Caldwell System
303.7	(2) CC807-11	(2)7/8"	Future LMR System
300	(2) Tower Beacons	(1) 1"	Future LMR System
295	(1) 6' Sidearm		Caldwell System
295	(2) 6' Sidearm		Future LMR System
295	(3) TTA 18"x6"x6'	(3) 1/2'	Future LMR System
278.71	(1) CC807-11	(1) 1-1/4"	Caldwell System
278.71	(2) CC807-11	(2) 1-1/4"	Future LMR System
270	(1) 6' Sidearm		Caldwell System
270	(2) 6' Sidearm		Future LMR System
265	(1) 6' HP Dish on leg mount	(1) EW63	Caldwell System
250	(1) 6' HP Dish on leg mount	(1) EW63	Future LMR System
260.83	(1) COL54 - 155 VHF Antenna	(1)7/8"	Future LMR System
250	(1) 6' Sidearm		Future LMR System
240	(1) 8' HP Dish on leg mount	(1) EW63	Future LMR System
240.83	(1) COL54 - 155 VHF Antenna	(1)7/8"	Future LMR System
230	(1) 6' Sidearm		Future LMR System
230	(1) 8' HP Dish on leg mount	(1) EW63	Future LMR System
200	(1) 30,000 sq in antenna loading (below top)	(12) DC/Fiber Trunks	Future Cell Carrier
180	(1) 30,000 sq in antenna loading (below top)	(12) DC/Fiber Trunks	Future Cell Carrier

SECTION 2

STATEMENT OF WORK

2.1 CIVIL WORK

2.1.1 New Tower Site Development at Fentress, Texas

2.1.1.1 Site Scope Summary

- Engineering services for site drawings and regulatory approvals for New Tower – Included
- Zoning Services for New Tower – Included
- New fenced compound – up to 60-foot x 60-foot
- Clearing type – Light.
- Road length requiring improvement – up to 75 feet
- New tower to be used for antennas – 300-foot self-support tower
- New tower foundation size – per tower foundation design - Drilled Pier
- Reference Site Exhibit and Tower Design

Motorola Responsibilities:

Site Zoning

- Coordinate zoning and permitting of the new tower site such that it is in full compliance with applicable jurisdictional requirements.

Site Engineering for New Tower Site

- Prepare site construction drawings showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Perform a boundary and topographic survey for the property on which the communication site is located or will be located.
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare zoning drawings that can be used to describe the proposed site installation in sufficient detail.
- Prepare record drawings of the site showing the as-built information.
- Perform construction staking around the site to establish reference points for proposed construction.
- Perform NEPA Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 CFR Chapter 1, subsection 1.1307 that may potentially be impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work. Regional Environmental Review (RER) report

submittals if required by FEMA have not been included. Perform Cultural Resource study as needed to identify sensitive historical and archaeological monuments that might be impacted by proposed construction. *Does not include tribal consultation fees (if required).*

- Conduct construction inspection of foundation steel prior to pour, materials testing of concrete and field density tests of backfill to ensure quality construction.
- Check tower erection for plumbness, linearity and alignment after installation.
- Perform inspection of the site and the work performed by the Contractor to document that the site is built in accordance with the "Site Plans" and document any deviations or violations.
- Prepare, submit, and track application for local permit fees (zoning, electrical, building etc.), prepare FAA filings and procure information necessary for filing.

Site Preparation

- Obtain the permits such as electrical, building, and construction permits, and coordinate any inspections with local authorities that may be needed to complete site development work.
- Provide one-time mobilization costs for the construction crews. Any remobilization due to interruptions/delays that are out of Motorola's control will result in additional costs.
- Perform light clearing of brush, grubbing and disposal of vegetation and shrub growth in the site compound area and a 20-foot path around it (13,225 square feet).
- Clear light brush, grub roots, and dispose vegetation and shrub growth in a 15-foot wide access road to the site (not to exceed 75 feet in length).
- Grade the site compound and 10-foot path around it to provide a level, solid, undisturbed surface for installation of site components (not to exceed 5,600 square feet).
- Supply and install gravel surfacing to a depth of 6 inches, including herbicide treatment and geotextile fabric installation within the fenced in site compound area, and a 3-foot path around it (not to exceed 3,844 square feet).
- Provide a 12-foot wide access road (not to exceed 75 feet in length) including surface grading and graveling
- Provide silt fence around the compound to control soil erosion (not to exceed 300 linear feet).
- Supply and install 8-foot high chain-link fencing with a ten-foot wide gate around the shelter compound (not to exceed 240 linear feet).
- Perform site touch up (fertilize, seed and straw) disturbed areas not covered with gravel after completion of construction work. Landscaping, decorative fencing or any other aesthetic improvement that may be required by local jurisdictions has not been included and will be handled through a negotiated contract change notice.

Site Components Installation

- Supply and install a perimeter grounding system around the compound and shelter. The ground system is to tie to the fence and all new metal structures within the compound to meet current Motorola's R56 standards.
- Conduct 1 three-point ground resistance test of the site. Should any improvements to grounding system be necessary after ground testing, the cost of such improvements shall be the responsibility of County.
- Supply and install 1 freestanding 24-inch-wide cable/ice bridge from the tower to the shelter (up to 30 linear feet).

Tower Work

- Construct drilled pier type tower foundations including excavation, rebar, and concrete (per tower foundation design attached)
- Supply and install 300'-foot self-support tower with tower lighting. Reference attached tower manufacture drawings.
- Provide PE stamped Tower and Foundation design.
- Supply and install grounding for the tower-base for self-support towers

Caldwell County Responsibilities:

- Remove existing abandon shelters/foundations on site to allow for tower compound.
- If required, prepare, and submit Electromagnetic Energy (EME) plans for the site (as a licensee) to demonstrate compliance with FCC RF Exposure guidelines.
- As applicable, coordinate, prepare, submit, and pay for all required permits and inspections for the work that is the Caldwell County's responsibility.
- Pay for all utility connection, pole or line extensions, and any easement or usage fees.
- Pay for Tribal consultation fees related to NEPA (if required).
- Review and approve site design drawings within 7 calendar days of submission by Motorola or its subcontractor(s). Should a re-submission be required, the Caldwell County shall review and approve the re-submitted plans within 7 calendar days from the date of submittal.
- Pay for the usage costs of power, leased lines and generator fuelling both during the construction/installation effort and on an on-going basis.
- Pay for application fees, taxes, and recurring payments for lease/ownership of the property.
- Provide personnel to observe construction progress and testing of site equipment according to the schedule provided by Motorola.
- Provide property deed or lease agreement, and boundary survey, along with existing as-built drawings of the site and site components to Motorola for conducting site engineering.
- Provide a right of entry letter from the site owner for Motorola to conduct field investigations.
- Secure power connection to the site, associated permitting and installation of a meter and disconnect within 50 feet of the proposed shelter location.
- Provide additional temporary space for staging of the construction equipment during the construction of new site facilities (tower, shelter, generator, fuel tank etc.).

Assumptions:

- The SOW described above will be performed at the same time as the SOW for the shelter and A&L installation is performed.
- No certified payroll, mandatory union workers or mandatory minority workers are required for this work
- All work is assumed to be done during normal business hours as dictated by time zone (Monday thru Friday, 7:30 a.m. to 5:00 p.m.).
- All recurring and non-recurring utility costs [including, but not limited to, generator fuel (except first fill), electrical, Telco] will be borne by the Caldwell County or site owner.
- All utility installations shall be coordinated and paid for by the site owner and located at jointly agreed to location within or around the new communications shelter or equipment room.

- Site will have adequate electrical service for the new shelter and tower. Utility transformer, transformer upgrades, line, or pole extensions have not been included.
- Pricing has been based on National codes such IBC or BOCA. Local codes or jurisdictional requirements have not been considered in this proposal.
- Hazardous materials are not present at the work location. Testing and removal of hazardous materials found during site investigations, construction or equipment installation will be the responsibility of the Caldwell County.
- A maximum of 30 days will be required for obtaining approved building permits from time of submission, and a maximum of 60 days will be required for zoning approvals from time of submittal.
- No improvements are required for concrete trucks, drill rigs, shelter delivery, and crane access.
- If extremely harsh or difficult weather conditions delay the site work for more than a week, Motorola will seek excusable delays rather than risk job site safety.
- In the absence of geotechnical test data at the sites, normal soil conditions have been assumed. Normal soil is defined as per TIA/EIA 222. guidelines.
- For zoning approvals, a maximum of 60 days will be required from time of submittal with attendance at maximum of two (2) required planning meetings.
- The new tower location will pass the FAA hazard study, zoning, FCC, and environmental permitting.
- The restoration of the site surroundings by fertilizing, seeding and strawing the disturbed areas will be adequate.
- Tower and foundation sizing is based on the tower loading requirements as a result of the RF Antenna System design and the Microwave Antenna System design (i.e. - dish sizes and locations obtained from paper path studies). If after physical path studies, the dish sizes and locations change, then Motorola will then review the impact to tower structure and foundations and revise applicable costs.
- Typical FCC NEPA will be sufficient. Full EA is not included.
- If due to NEPA studies, any jurisdictional authority should determine that a proposed communications facility "may have a significant environmental impact", the environmental impact studies or field testing and evaluation related to such determination have not been included.
- FAA obstruction lighting has been included. (Painting of any new towers has not been included.)
- Title Research is not included unless specifically stated.
- The proposed location is properly platted and/or exempt for future site development.
- A waiver to zoning requirements like setbacks, tower height limitations, etc. can be obtained.
- The soil resistivity at the site is sufficient to achieve resistance of ten (10) ohms or less with a standard ground rod installation. Communications site grounding will be designed and installed per Motorola's Standards and Guidelines for Communications Sites (R56).
- Underground utilities are not present in the construction area, and as such no relocation will be required. Includes septic systems and irrigation systems.
- Spoils from the tower foundations can be dispersed on the property and will not be required to be transported to a dump location.
- Foundations for the shelter, generator and fuel tank are based "normal soil" conditions as defined by TIA/EIA 222. Footings deeper than 30 inches, raised piers, rock coring, dewatering, or hazardous material removal have not been included.
- There is sufficient space on primus to stage tower for erection.

2.2 COMPLETION CRITERIA

- Site development completed per issued for construction (IFC) construction drawings, project requirements, contractual obligations (including any Caldwell County/Motorola approved changes) and approved by County.
 - This shall be confirmed by contractor and reviewed with Motorola construction manager and project manager before inspections occur.
- All jurisdictional and contractual required testing and inspections to be performed by the contractor. (Contractual testing and inspections defined and agreed to with project team and Caldwell County prior to project kick off; vendor solely responsible for conducting, coordinating, and paying for all jurisdictional testing and inspections).
- Motorola site development checklist shall be completed and signed off by contractor prior to Caldwell County inspection. (Review with project team and Caldwell County and amend checklist as required at project kick off or before work begins).
- Site turn-over package completed and turned over to Motorola (As defined and agreed to with project team and Caldwell County).
- All punch list and deficiencies shall be completed prior to Caldwell County and Motorola inspections.

SECTION 3

PRICING

Motorola's system solution and services are priced as follows:

Total solution price per equipment and services outlined in this proposal

Description	Price
Lockhart Microwave Upgrade:	
System Total (Services & Equipment)	\$832,635.00
Tx DIR Contract Discount	(\$ 137,048.00)
TOTAL	\$695,587.00

SECTION 4

OUR COMMITMENT

Motorola Solutions creates innovative, mission-critical communication solutions and services that help public safety and commercial customers build safer cities and thriving communities. You can find our products at work in a variety of industries including law enforcement, fire, emergency medical services, national government security, utilities, mining, energy, manufacturing, hospitality, retail, transportation and logistics, education, and public services.

Founded in 1928, Motorola Solutions has a history of innovation that has revolutionized communications. From pioneering mobile communications in the 1930s and making equipment that carried the first words from the moon in 1969, to supporting modern-day emergency response equipment for disaster relief efforts around the world, Motorola Solutions has a global footprint with products that demonstrate its thought leadership.

Throughout its history, Motorola Solutions has transformed innovative ideas into products that connect people to each other and the world around them. Moving forward, the company strives to keep its commitment of make things better and life easier, to make sound recommendations that will guide you in linking your current and future communication needs and objectives with technology's ever-evolving promise.

12. Discussion/Action to approve Resolution 4-2021 authorizing County Judge to execute Division Order and Agreement with Enterprise Crude Oil, LLC. **Speaker: Judge Haden/ JJ Wells; Backup: 6; Cost: None.**

Caldwell County Agenda Item Request Form

To: **All Elected Officials and Department Heads** – Hand deliver or scan & email to hoppy.haden@co.caldwell.tx.us and ezzy.chan@co.caldwell.tx.us . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: 11/24/2020

Type of Agenda Item

Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

to approve Resolution 04-2021 authorizing County Judge to execute Division Order and Agreement with Enterprise Crude Oil, LLC.

1. Costs:

Actual Cost or Estimated Cost \$ None

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. Agenda Speakers:

	Name	Representing	Title
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(1) Judge Haden

(2) JJ Wells

(3) _____

3. Backup Materials: None To Be Distributed 6 total # of backup pages
(including this page)

4. 
Signature of Court Member

Date 11/18/2020



RESOLUTION 04-2021

**RESOLUTION OF CALDWELL COUNTY COMMISSIONERS COURT
AUTHORIZING COUNTY JUDGE TO EXECUTE DIVISION ORDER**

WHEREAS, on April 12, 1965, the Commissioners Court of Caldwell County determined it to be advisable to lease for mineral development on real property belonging to the County; and

WHEREAS, on May 10, 1965, Caldwell County, by and through its Commissioners Court, did execute a Lease in favor of Ben-Dick Drilling Company, Inc., recorded at Volume 308, Page 253, Deed Records, Caldwell County, Texas;

WHEREAS, since execution of the said Lease, and from time to time, County is entitled to and has received royalty payments for minerals extracted from the property covered by the lease; and

WHEREAS, the working interest under the said Oil and Gas Lease is now held by Enterprise Crude Oil, LLC, who requires that the County execute a division order to authorize payments under said Lease to the County.

NOW THEREFORE, BE IT RESOLVED BY THE CALDWELL COUNTY COMMISSIONERS COURT THAT the Caldwell County Judge is hereby authorized to execute any division order or other documentation required by Enterprise Crude Oil, LLC to release funds held in suspense or make future payments to the County under the said Lease.

ORDERED this the 24th day of November, 2020.

Hoppy Haden
Caldwell County Judge

Barbara Shelton
Commissioner, Precinct 2

Joe Ivan Roland
Commissioner, Precinct 4

B.J. Westmoreland
Commissioner, Precinct 1

Ed Theriot
Commissioner, Precinct 3

ATTEST:

Teresa Rodriguez
Caldwell County Clerk



INSTRUCTIONS TO ALL INTEREST OWNERS

ENTERPRISE CRUDE OIL LLC HAS ENCLOSED AN OIL DIVISION ORDER OR TRANSFER ORDER FOR YOUR EXECUTION. IF YOU ARE RECEIVING A DIVISION ORDER FROM ENTERPRISE CRUDE OIL LLC FOR THE FIRST TIME, PLEASE BE ADVISED THAT WE ARE THE NEW OIL PURCHASER. IF A TRANSFER ORDER IS ENCLOSED WE ARE EVIDENCING CHANGES OF OWNERSHIP IN AN EXISTING WELL.

THE ATTACHED DOCUMENT SHOULD NOT BE ALTERED IN ANY WAY EXCEPT TO CORRECT SPELLING ERRORS, UNLESS ACCOMPANIED BY DOCUMENTARY EVIDENCE TO SUPPORT THE CHANGE.

If your name and interest are correctly shown:

1. Sign your name as shown on the Oil Division Order or Oil Transfer Order.
2. Have your signature witnessed by two competent witnesses.
3. If your name has changed due to marriage or divorce, execute the Oil Division Order or Oil Transfer Order using your present name and furnish a copy of the marriage certificate or divorce decree.
4. If signing for a corporation, signature must be attested, corporate seal fixed and title of signatory party reflected.
5. If signed by agent, attorney-in-fact, guardian or any party other than the named interest owner, a certified copy of the power of attorney or other evidence of such party's right to sign must be furnished.
6. Oil Division Orders or Oil Transfer Orders for partnerships must be executed by all partners or by an authorized partner. A certified copy of the instrument giving said partners authority to sign must be furnished.
7. **AN IRS FORM W-9 IS ENCLOSED FOR YOU TO COMPLETE AND RETURN TO US. SHOULD YOU FAIL TO PROVIDE YOUR CORRECT SOCIAL SECURITY NUMBER OR TAX IDENTIFICATION NUMBER AS SHOWN ON YOUR SOCIAL SECURITY CARD AND/OR INCOME TAX RETURN, WHICH MUST MATCH THE IRS RECORDS, THE LAW PROVIDES THAT WE WITHHOLD 24% OF ALL PRODUCTION PROCEEDS DUE YOU, WHICH WILL NOT BE REFUNDABLE BY ENTERPRISE. YOU MAY ALSO BE SUBJECT TO A FURTHER PENALTY LEVIED BY THE INTERNAL REVENUE SERVICE.**
8. Your correct mailing address should be noted in the space provided to insure prompt receipt of production proceeds.

Hereafter a CHANGE OF MAILING ADDRESS MUST BE SUBMITTED IN WRITING BY YOU, AND WILL NOT BE ACCEPTED OVER THE PHONE. IF SOMEONE IS SIGNING ON YOUR BEHALF, A COPY OF THE POWER OF ATTORNEY SUPPORTING THEIR AUTHORIZATION OR OTHER EVIDENCE OF SUCH PARTY'S RIGHT TO SIGN MUST BE SUBMITTED WITH THE REQUEST FOR THE CHANGE OF MAILING ADDRESS.

9. The top copy or the "Original" of the Oil Division Order or Oil Transfer Order should be returned to:

**Enterprise Crude Oil LLC
Attn: Royalty Relations Department
210 Park Avenue, Suite 1500
Oklahoma City, OK 73102-5630**

10. Should you have any further questions regarding the enclosed Oil Division Order or Oil Transfer Order, please contact your Operator or Enterprise Crude Oil LLC, Royalty Relations Dept. (405) 606-4500, or by E-Mail: RoyaltyRelationsOkc@eprod.com. You can visit us at www.enterpriseproducts.com, under Royalty Relations for other helpful information and to access your account online at Oildex.
11. Please ***DO NOT DETACH*** the exhibit from the Oil Division Order or Oil Transfer Order if one is included.
12. If you would like to have your proceeds electronically deposited to your bank account, please complete and return the enclosed direct deposit ACH Enrollment Form. Please disregard Form if you are presently receiving direct deposit.
13. Enterprise Crude Oil LLC disburses proceeds when the amount payable to an owner equals or exceeds \$100.00; if you prefer to be paid monthly for proceeds greater than \$25.00 you must contact this office in writing.



OIL DIVISION ORDER AND AGREEMENT

TO: ENTERPRISE CRUDE OIL LLC
210 Park Avenue, Ste. 1500
Oklahoma City, OK 73102-5630
(405) 606-4509

Lease No. 457667

Date: November 16, 2020

Each of the undersigned (herein referred to individually and collectively as "Owner") hereby guarantees, represents and warrants to ENTERPRISE Crude Oil LLC ("ECO"), its successors and assigns, that each Owner is the legal owner of the Owner's respective interest, in the proportions hereinafter stated, in all Oil (as defined herein) produced and saved from the CALDWELL COUNTY, located in the County of Caldwell, State of Texas, described as follows (the "Lands"):

4.06 ACRES OF LAND, M/L, OUT OF THE DILLARD COOPER SURVEY

Effective 7:00 A.M. January 1, 2018 and until further written notice, ECO is hereby authorized to receive all such produced Oil, for ECO's own purchase or for resale, to receive payment therefore, to make payment of and/or give credit for all proceeds derived there from as follows:

REQUIREMENT: DUE TO A LACK OF A DIVISION ORDER TITLE OPINION ON THIS PROPERTY IT IS BEING REQUIRED THAT CALDWELL COUNTY EXECUTE THIS DIVISION ORDER TO VERIFY OWNERSHIP.

Owner No.	Credit To	Decimal Interest	
345946	CALDWELL COUNTY 1703 S COLORADO ST BOX 5 LOCKHART, TX 78644	RI	0.12500000

All provisions appearing on the reverse side hereof are incorporated herein by reference and are an essential part of this Division Order and Agreement (the "Agreement") with the same effect as if printed above the Owner's signatures. If Owner and ECO are or become parties to a crude oil purchase or sale agreement ("Contract") concerning the Lands, the Contract will control any conflicts between this Division Order and Agreement (the "Agreement") and the Contract.

Operator, please identify the decimal interest and appropriate lease numbers for Federal, State, University, Indian, or any other tax-exempt interest (only if 100% less taxes or if ECO is disbursing proceeds.)

The Owners expressly waive any claim against ECO for any and all amounts owed to the Owners from any third party for Oil produced from the Lands prior to the effective date hereof.

Signatures of Witnesses	Owners Sign Below (Enter Mailing Address)	Taxpayer ID Number or Social Security Number
_____	_____	_____
_____	_____	_____
Address _____		TELEPHONE _____

SAH/bw

Sign and return this original

The following provisions are also part of this Agreement. All provisions contained herein shall be binding upon the Owners and ECO and their successors, legal representatives and assigns.

FIRST: The word "Oil" shall mean all crude oil, condensate and other marketable liquid hydrocarbons produced and saved from the above described real property. Oil shall become ECO's property as soon as the same is received into ECO's custody or that of any carrier designated by ECO. ECO is not obligated to: (a) receive Oil in definite quantities, (b) receive Oil for fixed periods, or (c) provide storage.

SECOND: The Oil shall be delivered f.o.b. to any carrier designated by ECO which gathers and receives crude oil, condensate or other liquid hydrocarbons, and ECO shall pay for such Oil to the Owners according to the division of interests herein specified at the price agreed upon between ECO and the lease operator.

THIRD: Quantities of Oil purchased by ECO shall be determined by the method of measurement and computation employed by ECO or its agent designated to receive such Oil including without limitation, the gauging of storage tanks using regularly compiled tank tables, the use of certified truck gauges, and the use of meters or any other reasonably accurate method of measurement and computation. ECO shall correct the volume and gravity to a temperature of 60° Fahrenheit and shall deduct from such corrected volume the full percentages of basic sediment, water and other impurities as shown by tests conducted by ECO. ECO may refuse to receive any Oil that it does not consider merchantable.

FOURTH: All checks shall be delivered or mailed to the respective Owner at the addresses above stated. ECO shall make payments hereunder monthly by ECO's check for Oil received during the preceding month; provided that if the monthly payment due an Owner is less than the greater of one hundred dollars (\$100) or the amount under applicable state law which a purchaser is not required to immediately disburse, ECO may defer such payment, without interest, until the amount payable to said Owner equals or exceeds said amount. In such event, payment shall be made at the next regular settlement date. ECO is hereby authorized to withhold from the proceeds of Hydrocarbon's the Owner's proportionate share of any tax levied and assessed by any governmental authority on the Oil received and purchased hereunder and to pay the same. If Owner is overpaid any amount by ECO, Owner shall promptly return such overpayment to ECO. If Owner does not return any such overpayment within ten (10) days after mailing of written notice to Owner's last known address by ECO and ECO thereafter commences a legal proceeding to recover any such overpayment, as part of any judgment in ECO's favor, ECO shall also be awarded all costs and expenses incurred by ECO, including reasonable attorneys fees, in attempting to recoup any such overpayment. ECO shall have the right, in its sole discretion, to set off from amounts owed to any Owner from the sale of Oil or from the sale of crude oil, condensate or other liquid hydrocarbons produced from other properties against any amounts which may be owed to ECO by the respective Owner under the provisions hereof or any other transaction with ECO.

FIFTH: The Owners shall furnish, at no cost to ECO, evidence of title satisfactory to ECO. Any Owner receiving proceeds of Oil on behalf or for the account of any other person or entity shall promptly make full and proper settlement to each such person or entity. Until satisfactory evidence of title is furnished or in the event of any adverse claim to the Oil, lien or dispute at any time concerning title or ownership to the Oil, the proceeds thereof, and/or the Lands, ECO shall have the right at any time and from time to time to withhold payment for Oil accruing to the interest or interests affected thereby until such adverse claim, lien or dispute shall have been fully settled, without liability for damage or interest to the Owners in any such case. If suit is filed or an adverse claim is made affecting title or ownership to the Oil, the proceeds thereof, and/or the Lands, each Owner shall promptly provide to ECO (at the above address) written notice thereof, together with a certified copy of any complaint or petition filed along with all other pleadings related thereto. Each Owner shall defend, indemnify and hold ECO and its affiliates, directors, officers, employees, agents and representatives (collectively, the "ECO Indemnitees"), harmless from and against any and all claims, liabilities, demands, actions, causes of action, costs, damages, and expenses (including, without limitation, costs of investigation, defense and court and reasonable attorneys' fees) arising from or in any way relating, directly or indirectly, to any proceedings, actions or adverse claims concerning title to or ownership of the Oil, the proceeds thereof, taxes thereon, and/or the Lands. **SUCH INDEMNIFICATION SHALL APPLY NOTWITHSTANDING YOUR NEGLIGENCE OR OTHER ACT AND NOTWITHSTANDING SUCH ACT MAY OCCUR IN THE FUTURE, IT BEING THE INTENT OF THE PARTIES HERETO THAT SUCH INDEMNIFICATION SHALL APPLY TO ALL SUCH ACTS.**

SIXTH: ECO shall not be responsible for any change of ownership in the absence of actual notice and satisfactory proof thereof. Each Owner shall notify ECO in writing of any change in their ownership. Any transfer, assignment, or conveyance of any of an Owner's interest, however accomplished, shall be made subject to this Agreement and effective at 7:00 A.M. on the first day of the calendar month following the receipt of notice by ECO. If any such written notice is not received by ECO, the respective Owner shall defend, indemnify and hold the ECO Indemnitees harmless from and against any over or underpayment, or wrong payment of any such sum or sums and all other damages in connection therewith. ECO shall have the right, in its sole discretion, to set off from amounts owed to any Owner from the sale of Oil or from the sale of crude oil, condensate or other liquid hydrocarbons produced from other properties against any amounts which may be owed to ECO by the respective Owner under the provisions hereof or any other transaction with ECO.

SEVENTH: If an Owner is a working interest owner and/or operator, it hereby guarantees, represents and warrants to ECO that all Oil tendered hereunder has been or will be produced and delivered in compliance with all applicable federal, state and local laws, orders, rules and regulations. In addition, if a working interest owner and/or operator: (a) is being disbursed 100% of the proceeds from the Oil, it hereby assumes liability and shall be responsible for payment of any and all proceeds from the sale of Oil to all rightful owners, including, without limitation, working interest, royalty and overriding royalty interest owners and other payments due or to become due on the Oil and, if such disbursed proceeds are inclusive of taxes, all taxes applicable to the production, purchase, sale, storage, or transportation of Oil, including, without limitation, severance taxes, to the proper governmental authorities and (b) has requested ECO to disburse the proceeds of production, ECO will disburse proceeds as the operator directs.

EIGHTH: This Agreement shall bind each Owner as soon as signed by them, whether or not signed by any other Owner. All provisions herein contained shall apply to each Owner separately and not jointly. This Agreement may be executed in counterparts, all of which together shall constitute one Agreement. This Agreement may be terminated effective no less than thirty (30) days after delivery of written notice. The Owners consent to ECO or any company owning pipeline connected to wells or tanks located on the Lands or lands pooled therewith, to disconnect and remove such pipelines upon termination hereof.

NINTH: This Agreement inures to the sole and exclusive benefit of ECO and Owner, their respective successors, legal representatives and assigns, and confers no benefit on any third party.



OIL DIVISION ORDER AND AGREEMENT

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(405) 606-4509

Lease No. 457667

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Each of the undersigned (herein referred to individually and collectively as "Owner") hereby guarantees, represents and warrants to ENTERPRISE Crude Oil LLC ("ECO"), its successors and assigns, that each Owner is the legal owner of the Owner's respective interest, in the proportions hereinafter stated, in all Oil (as defined herein) produced and saved from the CALDWELL COUNTY, located in the County of Caldwell, State of Texas, described as follows (the "Lands"):

4.06 ACRES OF LAND, M/L, OUT OF THE DILLARD COOPER SURVEY

Effective 7:00 A.M. January 1, 2018 and until further written notice, ECO is hereby authorized to receive all such produced Oil, for ECO's own purchase or for resale, to receive payment therefore, to make payment of and/or give credit for all proceeds derived there from as follows:

REQUIREMENT: DUE TO A LACK OF A DIVISION ORDER TITLE OPINION ON THIS PROPERTY IT IS BEING REQUIRED THAT CALDWELL COUNTY EXECUTE THIS DIVISION ORDER TO VERIFY OWNERSHIP.

Table with 3 columns: Owner No., Credit To, Decimal Interest. Row 1: 345946, CALDWELL COUNTY 1703 S COLORADO ST BOX 5 LOCKHART, TX 78644, RI 0.12500000

All provisions appearing on the reverse side hereof are incorporated herein by reference and are an essential part of this Division Order and Agreement (the "Agreement") with the same effect as if printed above the Owner's signatures. If Owner and ECO are or become parties to a crude oil purchase or sale agreement ("Contract") concerning the Lands, the Contract will control any conflicts between this Division Order and Agreement (the "Agreement") and the Contract.

Operator, please identify the decimal interest and appropriate lease numbers for Federal, State, University, Indian, or any other tax-exempt interest (only if 100% less taxes or if ECO is disbursing proceeds.)

The Owners expressly waive any claim against ECO for any and all amounts owed to the Owners from any third party for Oil produced from the Lands prior to the effective date hereof.

Signatures of Witnesses, Owners Sign Below (Enter Mailing Address), Taxpayer ID Number or Social Security Number, Address, TELEPHONE

SAH/bw

Retain this copy for your records

The following provisions are also part of this Agreement. All provisions contained herein shall be binding upon the Owners and ECO and their successors, legal representatives and assigns.

FIRST: The word "Oil" shall mean all crude oil, condensate and other marketable liquid hydrocarbons produced and saved from the above described real property. Oil shall become ECO's property as soon as the same is received into ECO's custody or that of any carrier designated by ECO. ECO is not obligated to: (a) receive Oil in definite quantities, (b) receive Oil for fixed periods, or (c) provide storage.

SECOND: The Oil shall be delivered f.o.b. to any carrier designated by ECO which gathers and receives crude oil, condensate or other liquid hydrocarbons, and ECO shall pay for such Oil to the Owners according to the division of interests herein specified at the price agreed upon between ECO and the lease operator.

THIRD: Quantities of Oil purchased by ECO shall be determined by the method of measurement and computation employed by ECO or its agent designated to receive such Oil including without limitation, the gauging of storage tanks using regularly compiled tank tables, the use of certified truck gauges, and the use of meters or any other reasonably accurate method of measurement and computation. ECO shall correct the volume and gravity to a temperature of 60° Fahrenheit and shall deduct from such corrected volume the full percentages of basic sediment, water and other impurities as shown by tests conducted by ECO. ECO may refuse to receive any Oil that it does not consider merchantable.

FOURTH: All checks shall be delivered or mailed to the respective Owner at the addresses above stated. ECO shall make payments hereunder monthly by ECO's check for Oil received during the preceding month; provided that if the monthly payment due an Owner is less than the greater of one hundred dollars (\$100) or the amount under applicable state law which a purchaser is not required to immediately disburse, ECO may defer such payment, without interest, until the amount payable to said Owner equals or exceeds said amount. In such event, payment shall be made at the next regular settlement date. ECO is hereby authorized to withhold from the proceeds of Hydrocarbon's the Owner's proportionate share of any tax levied and assessed by any governmental authority on the Oil received and purchased hereunder and to pay the same. If Owner is overpaid any amount by ECO, Owner shall promptly return such overpayment to ECO. If Owner does not return any such overpayment within ten (10) days after mailing of written notice to Owner's last known address by ECO and ECO thereafter commences a legal proceeding to recover any such overpayment, as part of any judgment in ECO's favor, ECO shall also be awarded all costs and expenses incurred by ECO, including reasonable attorneys fees, in attempting to recoup any such overpayment. ECO shall have the right, in its sole discretion, to set off from amounts owed to any Owner from the sale of Oil or from the sale of crude oil, condensate or other liquid hydrocarbons produced from other properties against any amounts which may be owed to ECO by the respective Owner under the provisions hereof or any other transaction with ECO.

FIFTH: The Owners shall furnish, at no cost to ECO, evidence of title satisfactory to ECO. Any Owner receiving proceeds of Oil on behalf or for the account of any other person or entity shall promptly make full and proper settlement to each such person or entity. Until satisfactory evidence of title is furnished or in the event of any adverse claim to the Oil, lien or dispute at any time concerning title or ownership to the Oil, the proceeds thereof, and/or the Lands, ECO shall have the right at any time and from time to time to withhold payment for Oil accruing to the interest or interests affected thereby until such adverse claim, lien or dispute shall have been fully settled, without liability for damage or interest to the Owners in any such case. If suit is filed or an adverse claim is made affecting title or ownership to the Oil, the proceeds thereof, and/or the Lands, each Owner shall promptly provide to ECO (at the above address) written notice thereof, together with a certified copy of any complaint or petition filed along with all other pleadings related thereto. Each Owner shall defend, indemnify and hold ECO and its affiliates, directors, officers, employees, agents and representatives (collectively, the "ECO Indemnitees"), harmless from and against any and all claims, liabilities, demands, actions, causes of action, costs, damages, and expenses (including, without limitation, costs of investigation, defense and court and reasonable attorneys' fees) arising from or in any way relating, directly or indirectly, to any proceedings, actions or adverse claims concerning title to or ownership of the Oil, the proceeds thereof, taxes thereon, and/or the Lands. **SUCH INDEMNIFICATION SHALL APPLY NOTWITHSTANDING YOUR NEGLIGENCE OR OTHER ACT AND NOTWITHSTANDING SUCH ACT MAY OCCUR IN THE FUTURE, IT BEING THE INTENT OF THE PARTIES HERETO THAT SUCH INDEMNIFICATION SHALL APPLY TO ALL SUCH ACTS.**

SIXTH: ECO shall not be responsible for any change of ownership in the absence of actual notice and satisfactory proof thereof. Each Owner shall notify ECO in writing of any change in their ownership. Any transfer, assignment, or conveyance of any of an Owner's interest, however accomplished, shall be made subject to this Agreement and effective at 7:00 A.M. on the first day of the calendar month following the receipt of notice by ECO. If any such written notice is not received by ECO, the respective Owner shall defend, indemnify and hold the ECO Indemnitees harmless from and against any over or underpayment, or wrong payment of any such sum or sums and all other damages in connection therewith. ECO shall have the right, in its sole discretion, to set off from amounts owed to any Owner from the sale of Oil or from the sale of crude oil, condensate or other liquid hydrocarbons produced from other properties against any amounts which may be owed to ECO by the respective Owner under the provisions hereof or any other transaction with ECO.

SEVENTH: If an Owner is a working interest owner and/or operator, it hereby guarantees, represents and warrants to ECO that all Oil tendered hereunder has been or will be produced and delivered in compliance with all applicable federal, state and local laws, orders, rules and regulations. In addition, if a working interest owner and/or operator: (a) is being disbursed 100% of the proceeds from the Oil, it hereby assumes liability and shall be responsible for payment of any and all proceeds from the sale of Oil to all rightful owners, including, without limitation, working interest, royalty and overriding royalty interest owners and other payments due or to become due on the Oil and, if such disbursed proceeds are inclusive of taxes, all taxes applicable to the production, purchase, sale, storage, or transportation of Oil, including, without limitation, severance taxes, to the proper governmental authorities and (b) has requested ECO to disburse the proceeds of production, ECO will disburse proceeds as the operator directs.

EIGHTH: This Agreement shall bind each Owner as soon as signed by them, whether or not signed by any other Owner. All provisions herein contained shall apply to each Owner separately and not jointly. This Agreement may be executed in counterparts, all of which together shall constitute one Agreement. This Agreement may be terminated effective no less than thirty (30) days after delivery of written notice. The Owners consent to ECO or any company owning pipeline connected to wells or tanks located on the Lands or lands pooled therewith, to disconnect and remove such pipelines upon termination hereof.

NINTH: This Agreement inures to the sole and exclusive benefit of ECO and Owner, their respective successors, legal representatives and assigns, and confers no benefit on any third party.

13. Discussion/Action to consider resolution 5-2021 authorizing County Judge to execute Interlocal Agreements with the Prairie Lea, Luling, and Lockhart ISDs for Administration of CRF Funding under the CARES ACT, subject to TDEM approval of Caldwell County's "CRF Spend Plan" and receipt of the balance of the County's CRF allocation. **Speakers: Judge Haden/ Dennis Engelke; Backup:155; Cost: \$399,954.75**

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hoppy.haden@co.caldwell.tx.us and ezzy.chan@co.caldwell.tx.us . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: November 24, 2020

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

Discussion/Action to consider resolution authorizing County Judge to execute Interlocal Agreements with the Prairie Lea, Luling and Lockhart ISDs for Administration of CRF Funding under the CARES ACT, subject to TDEM approval of Caldwell County's "CRF Spend Plan "and receipt of the balance of the County's CRF allocation.

1. Costs:

Actual Cost or **Estimated Cost** \$ 399,954.75

Is this cost included in the County Budget? 0

Is a Budget Amendment being proposed? 0

2. Agenda Speakers:

	Name	Representing	Title
(1)	Hoppy Haden		County Judge
(2)	Dennis Engelke		Grants Administrator
(3)			

3. Backup Materials: None To Be Distributed 155 total # of backup pages (including this page)

4. 

Signature of Court Member

11/18/2020

Date



RESOLUTION 05-2021

RESOLUTION OF CALDWELL COUNTY COMMISSIONERS COURT AUTHORIZING COUNTY JUDGE TO EXECUTE INTERLOCAL AGREEMENTS FOR ADMINISTRATION OF CRF FUNDING UNDER THE CARES ACT

WHEREAS, On March 13, 2020, the President of the United States declared a national emergency in relation to COVID-19 and the Governor of the State of Texas declared a state of disaster, invoking Texas Government Code § 418.017 in his statewide disaster declaration to "authorize the use of all available resources of state government and of political subdivisions that are reasonably necessary to cope with this disaster"; and

WHEREAS, On March 16, 2020, the Caldwell County Judge declared a local state of disaster for a public health emergency in relation to COVID-19; and

WHEREAS, Caldwell County is in receipt of funds from the United States Department of the Treasury under the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") from the Coronavirus Relief Fund ("CRF"); and

WHEREAS, Caldwell County has contracted to administer the distribution of a portion of County's CARES Act funds by providing funds to Lockhart, Luling, and Prairie Lea Independent School Districts (the "Districts") for certain activities authorized in the Treasury CRF Guidance;

WHEREAS, the Caldwell County Commissioners Court finds that the expenditure of public funds in support of the operations of the Districts, especially in this time of a pandemic crisis, accomplishes a valid public purpose of protecting the Caldwell County economy and the economic welfare of the residents of Caldwell County.

NOW THEREFORE, BE IT RESOLVED BY THE CALDWELL COUNTY COMMISSIONERS COURT THAT:

1. The facts and recitations set forth in the preamble of this Resolution are hereby found to be true and correct.
2. Subject to Texas Department of Emergency Management approval of the County's CRF Spending Plan, the proposed Interlocal Agreements for Administration of CRF Funding Under the CARES Act included in the Agenda backup and incorporated herein by reference are approved as to substance.
3. The Caldwell County Judge is authorized to execute said Interlocal Agreements, or any substantially similar Agreement produced as a result of negotiation, cooperation, or

coordination with each District and in accordance with all applicable State and Federal laws and regulations.

ORDERED this the 24th day of November, 2020.

Hoppy Haden
Caldwell County Judge

B.J. Westmoreland
Commissioner, Precinct 1

Barbara Shelton
Commissioner, Precinct 2

Ed Theriot
Commissioner, Precinct 3

Joe Ivan Roland
Commissioner, Precinct 4

ATTEST:

Teresa Rodriguez
Caldwell County Clerk

**INTERLOCAL AGREEMENT
FOR ADMINISTRATION OF CRF FUNDING UNDER THE CARES ACT**

This Agreement is entered into by the following Parties: Caldwell County, Texas, a political subdivision of the State of Texas ("County"), and the Prairie Lea Independent School District, a political subdivision and independent school district located in Caldwell County, Texas ("Prairie Lea ISD" or "District").

RECITALS

This Agreement is for services under the authority of Texas Government Code, Chapter 791. County has the authority under Chapter 791 to contract with other local governments for government functions and services. County is a "local government" as defined by Texas Government Code § 791.003(4)(A). The District is also a "local government" as defined by Texas Government Code § 791.003(4)(A).

County is in receipt of funds from the United States Department of the Treasury under the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") from the Coronavirus Relief Fund ("CRF").

County has contracted to administer the distribution of a portion of County's CARES Act funds by providing funds to District for certain activities authorized in the Treasury CRF Guidance. County has affirmed that it can provide the services and related activities for the appropriate reimbursement for distribution of CRF Funding. County desires to enter into an agreement with the District to support distance learning in connection with school closings to enable compliance with COVID-19 precautions and to support telework capabilities for school district employees in support of distance learning through distribution of a portion of CARES Act funds for such activities, which is authorized in the Treasury CRF Guidance.

On March 16, 2020, the Caldwell County Judge declared a local state of disaster for a public health emergency in relation to COVID-19.

On March 13, 2020, the Governor of the State of Texas declared a state of disaster and the President of the United States declared a national emergency in relation to COVID-19. The Governor of Texas, on March 13, 2020, invoked Texas Government Code § 418.017 in his state- wide disaster declaration to "authorize the use of all available resources of state government and of political subdivisions that are reasonably necessary to cope with this disaster."

Some local governments and residents have experienced extraordinary economic strain due to state and local regulations related to the COVID-19 pandemic. County finds that the expenditure of public funds in support of the operations of the District, especially in this time of a pandemic crisis, accomplishes a valid public purpose of protecting the Caldwell County economy and the economic welfare of the residents of Caldwell County.

The Parties desire to enter into this Agreement for these purposes.

AGREEMENT

PART 1- TRANSACTIONAL REQUIREMENTS

1. TERM:

Although expenditures made on and after March 1, 2020 are reimbursable under this Agreement, the term begins on the day this Agreement is last executed by the Parties and continues until March 31, 2021 or until all services have been rendered, the CRF Funding under this Agreement is distributed and all audits and reviews of the expenditures of CRF Funding are completed by the federal government, unless terminated earlier under any provision of it.

2. DEFINITIONS:

2.1 "CARES Act" means the federal Coronavirus Aid, Relief, and Economic Security Act.

2.2 "CRF Funding" means funds up to the Not to Exceed Amount under this Agreement provided to District by County from the funding County has received from the United States Department of the Treasury from the Coronavirus Relief Fund created pursuant to the CARES Act.

2.3 "Eligible COVID-19 Expenditures" means necessary expenditures incurred due to the public health emergency caused by the coronavirus pandemic that meet the criteria in this Agreement, in the Treasury CRF Guidance, in the CARES ACT, Direct Costs Program, and in the Social Security Act, section 601(d) which requires that the expenditures:

2.3.1 Are necessary expenditures incurred due to the public health emergency with the coronavirus Disease 2019 (COVID-19),

2.3.2 Were not accounted for in the District budget as of March 27, 2020, the date the CARES Act was enacted, and.

2.3.3 Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

2.4 "Expense Documentation" means complete, accurate itemized invoices, receipts for services, goods, or benefits, and management fees, and other appropriate supporting documentation, including but not limited to an image of District bank records showing payment by District for the Proposed District Program.

2.5 "Proposed District Program" means the project to support distance learning in Prairie Lea Independent School District in connection with school closings to enable compliance with COVID-19 precautions and to support telework capabilities for school district employees in support of distance learning.

2.6 "Public Information Act" means Texas Government Code, Chapter 552.

2.7 "Records" means any invoices, receipts, and other appropriate supporting documentation, papers, reports, records, books, data, and other documents that are reasonably pertinent to the fulfillment of the requirements of this Agreement.

2.8 "Treasury CRF Guidance" means the *Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments* from the United States Department of the Treasury, April 22, 2020, and any updated version of this guidance ; *Coronavirus Relief Fund Frequently Asked Questions Updated as of May 28, 2020*, and any updated version of this guidance; and any additional guidance or regulations about the use of CRF funding provided by the United States Department of the Treasury before December 31, 2020.

2.9 "Working Day" means Monday through Friday except for days that County has designated as holidays or that District has designated as holidays.

3. INCORPORATED DOCUMENTS:

3.1 The following documents are incorporated by reference as if fully reproduced in this Agreement:

3.1.1 **Exhibit A-** *Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments* from the United States Department of the Treasury, April 22, 2020; and *Coronavirus Relief Fund Frequently Asked Questions Updated as of May 28, 2020*; all provided by the United States Department of the Treasury, as automatically amended by 3.2 when updated.

3.1.2 **Exhibit B-** COVID-19 Response Recovery Uses of Coronavirus Relief Fund, as updated on the Planning and Budget web page for compliance with the most recent advice from the United States Department of the Treasury.

3.1.3 **Exhibit C-** Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contractor.

3.1.4 **Exhibit D-** Federal Anti-Lobbying Certification.

3.2 If the United States Congress, the United States Department of the Treasury, the executive branch of the federal government, the federal judiciary, or any other federal agency with jurisdiction issues any further guidance or regulations on the appropriate use of the CRF funds, that further guidance shall be automatically incorporated into this Agreement as if included in this description of **Exhibit A** without the need for a formal amendment.

4. ORDER OF PRECEDENCE:

If there is any conflict or inconsistency between the provisions of this Agreement or any incorporated or referenced document, that conflict or inconsistency shall be resolved in the

following order of precedence:

- 4.1 This Agreement and any subsequent amendments;
- 4.2 Exhibit A.
- 4.3 Exhibit B.

5. REPRESENTATIONS AND WARRANTIES OF DISTRICT:

5.1 The District represents and warrants that the District will use all of the CRF Funding being transferred to it for necessary expenditures incurred due to the public health emergency caused by the coronavirus pandemic and that these expenditures will meet the following criteria of section 601(d) of the Social Security Act:

5.1.1 Are necessary expenditures incurred due to the public health emergency with the coronavirus Disease 2019 (COVID-19),

5.1.2 Were not accounted for in the District budget as of March 27, 2020, the date the CARES Act was enacted, and

5.1.3 Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

5.2 The District represents and warrants that District does not intend to and will not use the CRF Funding being transferred to it to fill shortfalls in the District's revenue to cover expenditures that would not otherwise qualify as an eligible expenditure.

5.3 The District represents and warrants that the District will pay any CRF Funding that are not used or that the United States Department of the Treasury determines has not been spent in compliance with this Agreement and the criteria of section 601(d) of the Social Security Act.

6. DISTRICT'S SCOPE OF SERVICES AND OBLIGATIONS:

6.1 Nature of Funding.

6.1.1 The District acknowledges and recognizes that the source of the CRF Funding is the County through Caldwell County's CARES Act allocation for public programs or initiatives eligible under the CARES Act.

6.1.2 The District receives the CRF Funding from County as a sub-recipient. As a sub-recipient of CARES Act funding the District acknowledges that its use of the funds is subject to the same terms and conditions as County's use of these such funds and the terms and conditions of this Agreement. The District agrees to strictly comply with all terms and conditions of the CARES Act funding, and to pay County for any repayments, penalties, or interest incurred as a result of District's failure to comply with all terms and conditions of the CARES Act funding. Funds spent

in non-compliance with the CARES Act are subject to recapture for return to the Direct Costs Program, for return to the United States Department of the Treasury, and return to the County unless the funds are used for other eligible expenses upon approval from the County and United States Department of the Treasury.

6.2 Transfer of CRF Funding.

6.2.1 Separate Account. District shall create a separate, segregated account solely for holding and disbursing the CRF Funding.

6.2.2 Interest Used as Principle. If CRF Funding is deposited into an interest-bearing account or invested, the District must treat all interest earned and all proceeds of investment as if it were CRF Funding received from County and use it exclusively for Eligible COVID-19 Expenditures paid and incurred on or after March 1, 2020, and on or before December 30, 2020. CRF Funding is not subject to the Cash Management Improvement Act of 1990, as amended.

6.2.3 Taxpayer Identification. Before any CRF Funding is are payable, the District shall provide the County Auditor with an Internal Revenue W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations.

6.2.4 Payment by Check. Upon submission of Expense Documentation related to the Proposed District Program and approval by County, County will issue a check to District reimbursing Eligible COVID-19 Expenditures up to the amount set out in Section 7.2, below. County agrees to issue a check payable to Prairie Lea Independent School District, which will be mailed to:

Prairie Lea Independent School District
P.O. Box 9
Prairie Lea, Texas 78661

To the extent funds are available, and provided County has received all necessary Expense Documentation, County agrees to issue the check no later than December 15, 2020.

6.2.5 District must send requests for reimbursement with all necessary Expense Documentation to:

Caldwell County Judge
110 S. Main Street
Lockhart, Texas 78644

6.3 Request for CRF Funding.

6.3.1 District will submit all required documentation to show expenses and payment for the Proposed District Program.

6.4 Use of CRF Funding.

6.4.1 The District shall use all CRF Funding exclusively for Eligible COVID-19 Expenditures paid and incurred on or after March 1, 2020, and on or before December 30, 2020 in compliance with this Agreement.

6.4.2 County may use its CRF Funding to reimburse itself for Eligible COVID-19 Expenditures paid and incurred on or after March 1, 2020, and on or before December 30, 2020.

6.5 District's Obligations relating to its Use of the CRF Funding.

6.5.1 District shall coordinate with the County any public programs or initiatives so that no duplication of services, initiatives, or programs occurs.

6.5.2 District shall reimburse and return to the CRF Funding account within thirty days of notice by County any portion of the CRF Funding that the County or the U.S. Department of the Treasury, or their designees deem was not used for Eligible COVID-19 Expenditures, or not used pursuant to the terms of this Agreement. If District's CRF Funding account is already closed out, District shall reimburse and return any portion of the CRF Funding that the U.S. Department of the Treasury, or their designees deem was not used for Eligible COVID-19 Expenditures, or not used pursuant to the terms of this Agreement within thirty (30) days of notice by County.

6.5.3 District shall document and justify that each expenditure from its CRF Funding was an Eligible COVID-19 Expenditure in compliance with sections 8 and 13. District shall keep Records sufficient to demonstrate that the CRF Funding has been used in accordance with the Social Security Act, section 601(d) and the Treasury CRF Guidance. District shall keep the Expense Documentation for a minimum of seven (7) years after the close of the federal **Direct Costs Program** under the CARES Act.

6.5.4 District shall allow inspection of all Expense Documentation and Records related to its expenditure of its CRF Funding under this Agreement and the United States Department of the Treasury upon reasonable request in compliance with sections 8 and 13.

6.7 Attorney's Fees and Costs. District shall pay County's reasonable and necessary attorney's fees and costs if County is required to undertake litigation against District to enforce the terms of this Agreement to the extent allowed by law and the County prevails in litigation.

6.8 Subsequent Direct Federal Funding for County. If the United States Congress enacts additional statutes that provide funding to District for responses to the COVID-19 disaster, there is a risk that District's use of that funding may change the eligibility of claims previously reimbursed by County. District shall ensure that its use of that new federal funding does not result in a change in the determination of whether the expenditures reimbursed to District by County are compliant with the CARES Act and the Treasury CRF Guidance. If they are no longer compliant, the District must pay back the reimbursement to County, as applicable, can either use the funding for another

compliant use or pay that portion of the CRF funds back to the United States Department of the Treasury.

7. SUPERVISION OF CARES ACT FUNDS:

7.1 Supervision. The District understands and recognizes that the Caldwell County Auditor in consultation with any County consultant for maximizing the efficiency and effectiveness of County's response shall maintain supervisory control of the ultimate reimbursement from CRF Funding for funds County has disbursed. District agrees that it is District's responsibility to submit requests for reimbursement to County for use of CARES Act funds under this Agreement and that County has no liability or control over District's submission to County.

7.2 Requirements for Reimbursement. County shall reimburse the District, to the extent funds are available, in an aggregate amount up to District's Not to Exceed Amount which is **eleven thousand eight hundred seventy Dollars and twenty-five Cents (\$11,870.25)** for the Proposed District Program if the District:

7.2.1 Requests reimbursement for the specific Proposed District Program approved by the County;

7.2.2 District provides supporting documentation to show expenses incurred for the Proposed District Program.

7.2.3 District complies with the reporting requirements in this Agreement on a timely basis;

7.2.4 District certifies that none of the amounts submitted for reimbursement were:

7.2.4.1 Included in District's budget approved before March 27, 2020 or

7.2.4.2 Used directly or indirectly (such as assistance with payment of ad valorem taxes) to replace District's revenue lost as a result of the COVID -19 disaster.

7.2.4.3 District received funding or was reimbursed for the expended amounts from another federal or state grant or other source other than general District revenues.

8. REPORTING REQUIREMENTS AND ACCOUNTABILITY:

8.1 Required Documentation. District must submit complete, accurate Expense Documentation as required by Caldwell County Auditor, following the completion of the services or activity and disbursement of the funds related to them. Specifically, District shall itemize the Expense Documentation. Within the Expense Documentation, District must include invoices from subcontractors and suppliers, if any.

8.2 Timing of Submission. District understands and acknowledges that all Expense Documentation must be submitted to County before December 15, 2020.

8.3 Maintenance and Retention of Records. District shall keep and maintain its Records that are reasonably pertinent to the fulfillment of the requirements of this Agreement in standard accounting form. District shall make these Records available in Caldwell County for inspection by County or authorized and federal personnel upon request. District must keep and maintain these Records for at least seven (7) years after termination or expiration of this Agreement. If any litigation, claim, or audit involving these Records begins before that specified time period expires, District must keep these Records after the seven (7) years and until all litigation, claims, or audit findings are resolved. **District is strictly prohibited from destroying or discarding any Records reasonably pertinent to the fulfillment of the requirements of this Agreement, unless the time period for maintaining them under this subsection 8.3 has lapsed. Destruction is deemed non-compliance.**

8.4 Federal Accounting Requirements. District acknowledges that CRF Funding payments are considered to be "other financial assistance" under 2 C.F.R. § 200.40 and County is subject to the following federal accounting requirements under CFDA #21.019:

8.4.1 a single audit pursuant to the Single Audit Act (31 U.S.C. §§ 7501-7507) or a program specific audit pursuant to 2 C.F.R. § 200.501(a), if District as a sub-recipient has spent \$750,000 or more in federal awards during its fiscal year, and

8.4.2 the following requirements in the Uniform Guidance (2 C.F.R. Part 200):

8.4.2.1 2 C.F.R. § 200.303 regarding internal controls,

8.4.2.2 §§ 200.330 through 200.332 regarding sub-recipient monitoring and management, and

8.4.2.3 subpart F regarding audit requirements.

8.5 Access to Records and Audit. District grants County, any of its duly authorized representatives, and any authorized representative of the Federal Government the right to timely and unrestricted access to any District Records that are pertinent to the fulfillment of the requirements of this Agreement, to perform audits, examinations, excerpts, transcripts, and to substantiate the provision of services under this Agreement. District shall furnish all Records to authorized County and federal personnel in Caldwell County, Texas, at reasonable times and within reasonable periods. This right also includes the right to timely and reasonable access to District's personnel for the purpose of reviewing, interviewing, evaluating, monitoring and making copies of Records related to these audits and examinations. The Caldwell County Auditor, her delegates or assigns, and those of any other governmental entity approved by County have the unrestricted right to audit all Records that are reasonably pertinent to the fulfillment of the requirements of this Agreement.

8.6 Requirement to Address Audit Findings.

8.6.1 If any audit, monitoring, investigations, review of awards, or other compliance review reveals any discrepancies, inadequacies, or deficiencies which are necessary to correct

in order to maintain compliance with this Interlocal Agreement, applicable laws, regulations, or the District's obligations hereunder, District agrees to propose and submit to County a corrective action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the District's receipt of the findings. District's corrective action plan is subject to the approval of County.

8.6.2. District understands and agrees that District must make every effort to address and resolve all outstanding issues, findings, or actions identified by the Caldwell County Auditor or County through the corrective action plan or any other corrective plan. Failure to promptly and adequately address these findings may result in CRF Funding being withheld, other related requirements being imposed, or other sanctions and penalties. District agrees to complete any corrective action approved by County within the time period specified by County and to the satisfaction of County, at the sole cost of District. District shall provide to County periodic status reports regarding District's resolution of any audit, corrective action plan, or other compliance activity for which District is responsible.

8.7 Ownership. All information, data, and supporting documentation that are pertinent to the fulfillment of the requirements of this Agreement remain the property of District.

9. CONFIDENTIALITY:

9.1 District shall not disclose privileged or confidential communications or information acquired during performance under this Agreement, unless authorized by law. District shall adhere to all applicable confidentiality requirements, as required by law, for performance under this Agreement.

9.2 Public Information Act. The Parties acknowledge that County and District are subject to the Texas Public Information Act. Despite any other provision, the Parties agree that if any provision of this Agreement, or other documents related to this Agreement, including any exhibit, attachment, amendment, addendum, or other incorporated document, is in conflict with the Public Information Act, that provision shall not have any force or effect. The Parties expressly acknowledge and agree that the County, Caldwell County Commissioners Court, the County Judge, any Elected County Officials, County Department Heads or County Employees may request advice, decisions and opinions of the Attorney General of Texas about the application of the Public Information Act to any item, data or information, or any software, hardware, firmware, or any part of them, or any other equipment or thing or item furnished to or in the possession or knowledge of County. The Parties further acknowledge and agree that above requestors have the right and obligation by law to rely on the advice, decisions and opinions of the Attorney General of Texas.

9.3 The Party that receives a Public Information Act request for documents related to this Agreement or any program undertaken pursuant to this Agreement shall handle that request.

10. ALLOCATION OF RISK:

THE PARTIES AGREE TO BE RESPONSIBLE EACH FOR THEIR OWN NEGLIGENT ACTS

OR OMISSIONS, OR OTHER TORTIOUS CONDUCT IN THE COURSE OF PERFORMANCE OF THIS AGREEMENT. THE PARTIES AGREE THAT ANY LIABILITY OR DAMAGES OCCURRING DURING THE PERFORMANCE OF THIS AGREEMENT CAUSED BY THE JOINT OR COMPARATIVE NEGLIGENCE OF THE PARTIES, OR THEIR EMPLOYEES, AGENTS OR OFFICERS, SHALL BE DETERMINED IN ACCORDANCE WITH COMPARATIVE RESPONSIBILITY LAWS OF TEXAS. THIS PARAGRAPH SHALL NOT BE INTERPRETED TO CREATE OR GRANT ANY RIGHTS, OR WAIVE ANY IMMUNITY, CONTRACTUAL OR OTHERWISE, IN OR TO ANY PERSONS OR ENTITIES NOT A PARTY TO THIS AGREEMENT.

11. INSURANCE:

At all times during this Agreement, County and District shall maintain insurance coverage commensurate with that Party's obligations under this Agreement in full force or, to the extent permitted by applicable laws, maintain self-funded insurance reserves commensurate with that Party's obligations under this Agreement and in accordance with sound risk management practices. County and District are responsible for the respective costs of this insurance, including any deductible amounts in any policy and any denials of coverage made by their own respective insurers.

12. EXPENSES AND TAX

12.1 Unless prior written approval by County is obtained or otherwise detailed in this Agreement, District shall be responsible for all mileage and other miscellaneous expenses related to the fulfillment of the requirements of this Agreement. Mileage and other miscellaneous expenses shall not be reimbursable or included in the Not to Exceed Amount.

12.2 County, as a political subdivision of Texas, is exempted from the payment of Texas state and local sales, excise, and use taxes pursuant to Tex. Loc. Gov't Code § 151.309, and, therefore, shall not be liable to the District for the payment of these taxes under this Agreement. County shall not reimburse District for any sales, use, personal property or other taxes attributable to periods on or after the effective date of this Agreement or based upon District's cost in its performance or acquiring products or services or materials or supplies furnished or used by District under this Agreement.

13. GENERAL FISCAL TERMS AND CONDITIONS:

13.1 Not to Exceed Amount. District understands and agrees that the maximum total amount reimbursable for the services and funds distributed through approved Proposed District Program under this Agreement shall not exceed the **Not to Exceed Amount as determined by Section 7.2, unless** a written amendment is approved by the County and is executed by the Parties. County shall not pay for any services nor distribute any funds that would cause the amounts paid under this Agreement to exceed the Not to Exceed Amount.

13.2 Transparency to Avoid Duplication of Funding. District understands and agrees that it is necessary for District to be completely transparent with County about its funding submissions for

and use of other types of grant funding to avoid duplication of reimbursements of expenditures eligible from more than one grant source. Upon request, District shall provide County the names of the alternate sources of funding and copies of all expenditures that it submits or plans to submit for funding from other sources, including other federal grants, insurance coverage and philanthropic gifts or grants.

13.3 Monitoring. The Caldwell County Auditor is responsible for monitoring reporting compliance and fiscal compliance with the Not to Exceed Amount.

13.4 Refund provision. County has the right to demand repayment of any funds paid to District that did not comply with the terms of this Agreement or that were determined by the County or the federal government to be ineligible expenditures. Upon notice by County, District shall promptly pay back any monies previously paid by County that were not in compliance with this Agreement.

13.5 Prior Debts. County shall not be liable for costs incurred or performances rendered by District before March 1, 2020 or after December 30, 2020 or for any reimbursement for services or activities not provided in compliance with this Agreement

13.6 Prevention of Fraud and Abuse. District shall establish, maintain and use internal management procedures sufficient to provide for the proper, effective management of all activities funded under this Agreement. District shall report any known or suspected incident of fraud or program abuse involving District's employees or agents immediately to the County in writing. County and District agree that every person who, as part of their employment, receives, disburses, handles or has access to funds reimbursed pursuant to this Agreement does not participate in accounting or operating functions that would permit them to conceal accounting records and the misuse of said funds.

13.7 Prompt Payment Act. District agrees that a temporary delay in making payments due to the County's accounting and disbursement procedures shall not place the County in default of this Agreement and shall not render the County liable for interest or penalties, provided the delay does not exceed thirty (30) days after its due date. Any payment not made within thirty (30) days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.

13.8 Federal Funded Agreement. This Agreement is funded by the federal government; therefore, unless otherwise stated in this Agreement District shall comply timely with any state or federal statute, rule, regulation, grant, contract provision, subsequent federal guidance or other similar restriction that imposes additional or greater requirements than stated in this Agreement that is directly applicable to the performance under this Agreement.

13.9 Fiscal Funding Clause. Despite any provision in this Agreement, the obligations of County under it are expressly contingent upon the availability of funding for each obligation in it for the duration of the Agreement. District has no right of action against County if County is unable to fulfill its obligations under this Agreement as a result of lack of funding for obligation from any source used to fund this Agreement or failure to budget funding for this Agreement during the current or future fiscal years. If County is unable to fulfill its obligations under this Agreement due to a lack of sufficient funding, or if funds become unavailable, County, at its sole discretion, may provide

funds from a separate source or may terminate this Agreement by written notice to District at the earliest possible time.

14. AMENDMENTS AND CHANGES IN THE LAW:

14.1 A modification, amendment, novation, renewal or other alteration of this Agreement shall not be effective unless mutually agreed upon in writing, approved by County and executed by the Parties.

14.2 Any alteration, addition or deletion to this Agreement which is required by changes in federal law, federal guidance, or state law are automatically incorporated into this Agreement without written amendment to it and are effective on the date designated by that law or guidance.

15. ASSIGNMENT:

District may not assign its rights and duties under this Agreement. Any assignment attempted shall be null and void.

16. SUBCONTRACTING:

The costs of any subcontracted services related to District's performance of this Agreement are included in the Not to Exceed Amount in this Agreement. If District enters into subcontracts related to its performance of this Agreement, the subcontracts must be in writing and subject to all requirements in this Agreement. District acknowledges that it is solely responsible to County for the performance of this Agreement. District shall pay all subcontractors in a timely manner.

17. REMEDIES AND WAIVER OF BREACH:

17.1 County and District both have a duty to mitigate damages.

17.2 The rights and remedies in this Agreement are cumulative, and either Party's use of any right or remedy does not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the Parties may have by law or statute or in equity, including injunctive relief. Pursuit of any remedy is not a forfeiture or waiver of any obligation of a defaulting Party under this Agreement or of any damages accruing by reason of the default.

17.3 Any waiver of any breach or any provision of this Agreement must be in writing. It is not a waiver of default if the non-defaulting Party does not declare a default immediately or delays in taking any action. The waiver of any provision or any breach of this Agreement shall not be deemed or interpreted to be a waiver of any other provision or any other breach of this Agreement.

18. REMEDIES FOR NON-COMPLIANCE AND TERMINATION:

18.1 If County determines that District materially fails to comply with any term of this Interlocal Agreement, whether stated in a federal or state statute or regulation, an assurance, certification, or any other applicable requirement, County, in its sole discretion may take actions including:

- 18.1 Temporarily withholding cash payments pending correction of the deficiency;
- 18.2 Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;
- 18.3 Disallowing claims for reimbursement;
- 18.4 Wholly or partially suspending or terminating this Interlocal Agreement;
- 18.5 Requiring return or offset of previous reimbursements;
- 18.6 Prohibiting the District from applying for or receiving additional funds for other grant programs administered by County until repayment to County is made and any other compliance or audit finding is satisfactorily resolved;
- 18.7 Reducing the grant award maximum liability of County;
- 18.8 Terminating this Interlocal Agreement;
- 18.9 Imposing a corrective action plan;
- 18.10. Withholding further awards; or
- 18.11 Taking other remedies or appropriate actions.

District costs resulting from obligations incurred during a suspension or after termination of this Interlocal Agreement are not allowable unless County expressly authorizes them in the notice of suspension or termination or subsequently. County, at its sole discretion, may impose sanctions without first requiring a corrective action plan.

18.2 Suspension. If County desires to suspend the reimbursements or services under this Agreement, but not terminate it, County may issue a written order to stop work. The written order shall set out the terms of the suspension. District shall stop all work pursuant to this Agreement and will cease to incur costs or disburse funds during the suspension. District may resume services and disbursements when notified by County in a written authorization that the suspension is lifted. If a change in the terms and conditions of reimbursement under this Agreement is necessary because of a suspension, the Parties will approve and execute a mutually agreed amendment.

18.3 Termination. At its option and without prejudice to any other remedy to which it may be entitled to at law or in equity, or elsewhere in this Agreement, County may terminate this Agreement, in whole or part, with or without cause, by giving thirty (30) days prior written notice to District and District shall cease all performances and disbursement of CRF funding under this Agreement to the extent specified in the notice of termination and on the date specified in the notice or on the date of termination. Upon receipt of the notice, District shall not incur any new obligations or perform any additional services and shall cancel any outstanding obligations related to services or benefits to be provided. County's termination of this Agreement shall not subject County to liability for any reason.

18.3.1 Without Cause: Each Party may terminate this Agreement, in whole or in part, without cause, upon thirty (30) days prior written notice to the other Party.

18.3.2 With Cause: County has the right to terminate this Agreement immediately, in whole or in part, at its sole discretion, by giving written notice to District and District shall cease all performances and disbursements of CRF funding under this Agreement on the date specified in the notice for the following reasons:

18.3.2.1 Non-performance by District or District's failure or inability to perform or substantially perform under this Agreement within the time specified, for whatever reason, including due to judicial order, injunction or any other court proceeding;

18.3.2.2 District's improper use, misuse, or inept use of CRF Funding under this Agreement;

18.3.2.3 District's submission of Expense Documentation and/or reports that are incorrect, incomplete, or false in any way; or

18.3.2.4 District's failure to comply with the reporting requirements, the specifications of the Proposed District Program approved by the County under this Agreement, applicable federal, state, or local laws, rules, regulations and ordinances, or any other provision stated in this Agreement.

19. NOTICE:

19.1 Method. Any notice to be given under this Agreement is deemed to have been given if given in writing and delivered in person or mailed by overnight or Registered Mail, postage pre- paid, to the party who is to receive the notice at the addresses stated in 19.2. Such notice is deemed to have been given three (3) Working Days after the date it was delivered or mailed.

19.2 Addresses for Notice.

COUNTY:

Caldwell County Judge
110 S. Main Street
Lockhart, Texas 78644

DISTRICT:

Prairie Lea Independent School District
212 E. Bowie
Prairie Lea, Texas 78648

19.3 Change of Address. Each Party may change its address for notice by giving Notice of the new address. County and Contractor shall give notice to each other of any change in its address, including a change in the person to whom attention is directed, within fifteen (15) Days of the change.

20. IMMUNITY:

20.1 County Immunity. This Agreement is expressly made subject to County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code and all applicable federal and state law. The Parties expressly agree that no provision of this Agreement is in any way intended to

constitute a waiver of any immunities from suit or from liability that the District and/or County have by operation of law.

20.2 **District Waiver of Sovereign Immunity.** In consideration of County providing the CRF Funding to enable District to serve residents and government employees within the portion of District's jurisdiction within Caldwell County and to the extent that District may be or become entitled to claim for itself or its property or revenues any immunity on the ground of sovereignty or the like from suit, court jurisdiction, attachment prior to judgment, attachment in aid of execution of a judgment or execution of a judgment, and to the extent that in any such jurisdiction there may be attributed such an immunity (whether or not claimed), District hereby irrevocably and unconditionally agrees not to claim and hereby irrevocably waives such immunity with respect to the obligations under this Agreement and in particular the obligations to return CRF Funding to County if funds are not expended by December 15, 2020 or if any expenditures are determined by County or the United States Department of the Treasury, at any time, not to comply with the requirements in the CARES Act or under this Agreement. In addition, District acknowledges that this waiver of immunity is material to the formation of this Agreement, and is intended to be and is a clear and unambiguous waiver of any immunity from both suit and liability that District may have for recovery by County of CFR Funding provided by and through the County under this Agreement.

21. COMPLIANCE WITH LAWS:

District shall comply with all federal, state, and local statutes, ordinances, rules, regulations and federal Executive Orders applicable to the performance of this Agreement. District is responsible for ensuring this compliance.

22. BINDING AGREEMENT:

This Agreement is binding upon County and District and their respective heirs, successors, executors, administrators and assigns.

23. INTERPRETATIONAL GUIDELINES:

23.1 **Contra Proferentem.** The doctrine of contra proferentem shall not apply to this Agreement. If an ambiguity exists in this Agreement, the Agreement shall not be interpreted against the Party that drafted the Agreement and that Party is not responsible for the language used.

23.2 **Law and Venue.** The laws of the State of Texas and the CARES Act and the Treasury CRF Guidance and any applicable guidance from the Federal Government or Federal Agency related to the CRF or the CARES Act govern the interpretation of this Agreement. All obligations under this Agreement are performable in Caldwell County, Texas. The state or federal courts in Caldwell County shall be the sole and exclusive venue for any litigation between the Parties based on this Agreement.

23.3 **Severability.** If any portion of this Agreement is ruled invalid or unenforceable by a court of

competent jurisdiction, the remainder of the Agreement remains valid and enforceable.

23.4 Interpretation of Time. All times stated in this Contract, are stated in Central Time. Standard and Daylight Savings are applied based on the time in Lockhart, Texas on the stated date. In computing periods of time under this Contract, exclude the first Day and include the last Day. If the last Day is not a Working Day, extend the period until the next Working Day.

23.5 Number and Gender. The singular includes the plural and the plural includes the singular. Words of one gender include the other genders.

23.6 Headings. The headings and titles in this Agreement are for convenience only and are not to be used in interpreting this Contract.

24. PERSONS NOT A PARTY NOT TO BENEFIT:

The obligations of each Party to this Agreement shall inure solely to the benefit of the other Party, and no other person or entity may be a third person beneficiary of this Agreement or have any right to enforce any obligation created or established under it.

25. ENTIRE AGREEMENT:

This Agreement including the Exhibits incorporated as a part of it are the entire agreement relating to the subject matter of it between the Parties and supersedes any other agreement about the subject matter of this transaction, whether oral or written, and except otherwise provided herein, this Agreement may not be modified. Each Party acknowledges that the other Party, or anyone acting on behalf of the other Party has not made any representations, inducements, promises or agreements, orally or otherwise, unless those representations, inducements, promises or agreements are stated in this Agreement, expressly or by incorporation.

26. INDEPENDENT CONTRACTOR:

District, including its employees, agents and licensees, is an independent contractor and not an agent, servant, joint venture or employee of County. District is responsible for its own acts, omissions, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of services or disbursement of funds under this Agreement. District is specifically responsible for supervision and inspection to ensure compliance in every respect with the requirements of this Agreement. There shall be no contractual relationship between County and any subcontractor, agent, employee or supplier of District by virtue of this Agreement.

**PART 2 - MISCELANEOUS FEDERAL
MANDATES**

1. CIVIL RIGHTS AND EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Agreement, District agrees as follows:

1.1 District will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. District will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. This action includes, but is not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. District agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

1.2 District will, in all solicitations or advertisements for employees placed by or on behalf of District, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

1.3 District will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising these labor union or workers' representatives of District's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

1.4 District will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

1.5 District will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant to it, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with these rules, regulations, and orders.

1.6 If District is not compliant with the nondiscrimination clauses of this Agreement or with any of these rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and District may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

1.7 District will include the portion of the sentence immediately preceding paragraph 1.1 and the provisions of paragraphs 1.1 through 1.7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that these provisions will be binding upon each sub-recipient or vendor. District will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the

event District becomes involved in, or is threatened with, litigation with a sub-recipient or vendor as a result of this direction by the administering agency District may request the United States to enter into such litigation to protect the interests of the United States.

1.8 List of Pertinent Nondiscrimination Authorities: District for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination based on race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and District's, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and

-Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

2. FEDERAL ANTI-LOBBYING CERTIFICATION

2.1 District agrees that its authorized official shall execute the Federal Anti-Lobbying Certification found in Exhibit D this Agreement. Exhibit D is expressly incorporated in and made a part of this Agreement.

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

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

2.4 District shall require that:

2.4.1 the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements); and

2.4.2 all sub-recipients certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. District certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, District understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

3. CERTIFICATION REGARDING DEBARMENT

3.1 Because this Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, District is required to verify that none of the contractors, its principals (defined at 2 C.F.R.

§ 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

3.2 District must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction into which it enters.

3.3 This certification is a material representation of fact relied upon by County. If it is later determined that District did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to FEMA or any other funding source and County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

3.4 District agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. District further agrees to include a provision requiring this compliance in its lower tier covered transactions

3.5 District shall complete and update a Certification Regarding Debarment on the form in Exhibit C whenever there is a change in status.

4. HIPAA COMPLIANCE

District shall ensure that the persons performing services under this Contract comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"), and 45 Code of Federal Regulations, Part 164 which forms a portion of the regulations issued under HIPAA and HITECH; the Genetic Information Nondiscrimination Act of 2008; 42 Code of Federal Regulations, Part 2 which forms the regulations on Confidentiality of Alcohol and Drug Abuse Patient Records and Tex. Health & Safety Code Ann. §§ 81.046, 181.001, 241.151, and 611.001.

5. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, District, or any other party pertaining to any matter resulting from the Agreement.

6. FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS

6.1 District acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to County's actions pertaining to this Agreement.

6.2 False Statements by District. By acceptance of this Interlocal Agreement, District makes all the statements, representations, warranties, guarantees, certifications and affirmations included in this Interlocal Agreement. If applicable, District will comply with the requirements of 31 USC § 3729, which set forth that recipients of federal payments shall not submit a false claim for payment. If any of the statements, representations, certifications, affirmations, warranties, or guarantees are false or if the District signs or executes the Interlocal Agreement with a false statement or it is subsequently determined

that District has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this Interlocal Agreement, then District may consider this act a possible default under this Interlocal Agreement and may terminate or void this Interlocal Agreement for cause and pursue other remedies available to District under this Interlocal Agreement and applicable law. False statements or claims made in connection with District grants may result in fines, imprisonment, and debarment from participating in federal grants or contract, and/or other remedy available by law, potentially including the provisions of 38 USC §§ 3801-3812, which details the administrative remedies for false claims and statements made.

7. COMPLIANCE WITH THE AGREEMENT WORK HOURS AND SAFETY STANDARDS ACT

7.1 Overtime requirements. No Contractor or Sub-recipient contracting for any part of the Agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

7.2 Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section (29 C.F.R. Sec. 5.5) the District and any Sub-recipient responsible therefor shall be liable for the unpaid wages. In addition, such District, and Sub-recipient shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section (29 C.F.R. Sec. 5.5), in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section (29 C.F.R. Sec. 5.5).

7.3 Withholding for unpaid wages and liquidated damages. The Federal Emergency Management Agency or any other funding source or its loan or grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by District or Sub-recipient under any such contract or any other Federal contract with the same prime District, or any other federally-assisted contract subject to the Agreement Work Hours and Safety Standards Act, which is held by the same prime District, such sums as may be determined to be necessary to satisfy any liabilities of such District or Sub-recipient for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section (29 C.F.R. Sec. 5.5)

7.4 Subcontracts. District or Sub-recipient shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section (29 C.F.R. Sec. 5.5) and also a clause requiring the Sub-recipients to include these clauses in any lower tier subcontracts. The prime District shall be responsible for compliance by any Sub-recipient or lower tier sub-recipient with the clauses set forth in paragraphs (b)(1) through (4) of this section

8. CLEAN AIR ACT

8.1 District agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

8.2 District agrees to report each violation to the County and understands and agrees that County will, in turn, report each violation to County and County may report each violation as required to assure notification to the Federal Emergency Management Agency or any other funding source, and the appropriate Environmental Protection Agency Regional Office.

8.3. District agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or any other funding source.

9. FEDERAL WATER POLLUTION CONTROL ACT

9.1. District agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

9.2. District agrees to report each violation to the County and understands and agrees that County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or any other funding source, and the appropriate Environmental Protection Agency Regional Office.

9.3. District agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or any other funding source.

10. PROCUREMENT OF RECOVERED MATERIALS

10.1 In the performance of this Agreement, District shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired-

10.1.1 Competitively within a timeframe providing for compliance with the contract performance schedule;

10.1.2 Meeting contract performance requirements; or

10.1.3 At a reasonable price.

10.2 Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

11. PROHIBITED COSTS

CRF Funding may not be used in connection with the following acts by District or individuals employed by CRF Funding:

A. Funds may not be used to fill shortfalls in government revenue to cover expenditures that

would not otherwise qualify under the statute. Revenue replacement is not a permissible use of the CRF Funding.

- B. Damages covered by insurance.
- C. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
- D. Duplication of benefits including expenses that have been or will be reimbursed under any other federal program.
- E. Reimbursement to donors for donated items or services.
- F. Workforce bonuses other than hazard pay or overtime.
- G. Severance pay.
- H. Legal settlements.

12. REQUIRED DOCUMENTATION

Funding for this Interlocal Agreement is appropriated under the Coronavirus Aid, Relief, and Economic Security Act, 2020 (Public Law 116-136) enacted on March 27, 2020, as amended, to facilitate protective measures for and recovery from the public health emergency in areas affected by COVID-19, which are Presidentially declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). All expenditures under this Interlocal Agreement must be made in accordance with this Interlocal Agreement and any other applicable laws, rules or regulations. Further, District acknowledges that all funds are subject to recapture and repayment for non-compliance.

Part 3 -APPLICABLE STATE STATUTES

1. PUBLIC INFORMATION AND MEETINGS

1.1 District acknowledges that the County, a political subdivision of the State of Texas, and this Interlocal Agreement are subject to the Texas Public Information Act, Texas Government Code Chapter 552 (the "PIA").

1.2 District acknowledges that County will comply with the PIA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas.

1.3 District acknowledges that information created or exchanged in connection with this Interlocal Agreement, including all reimbursement Expense Documentation submitted to County, is subject to the PIA, whether created or produced by the County or any third party, and the County agrees that information not otherwise excepted from disclosure under the PIA, will be available in a format that is accessible by the public at no additional charge to the County, or United States Department of the Treasury.

1.4 District will cooperate with County in the production of documents or information responsive to a request for information.

2. E-VERIFY

By entering into this Interlocal Agreement, District certifies and ensures that it utilizes and will

continue to utilize, for the term of this Interlocal Agreement, the U.S. Department of Homeland Security's e-Verify system to determine the eligibility of (a) all persons employed during the contract term to perform duties within Texas; and (b) all persons (including subcontractors) assigned by the District pursuant to the Interlocal Agreement.

3. ENERGY CONSERVATION

If applicable, District agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

4. NEPOTISM

District shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the District's governing body or of the District's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

5. CHILD PROTECTION

5.1 District shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.

5.2 District shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. District shall also ensure that all program personnel are properly trained and aware of this requirement.

6. WORKPLACE PROTECTION

6.1 District shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

6.2 District shall comply with the Drug-Free Workplace Rules established by the Texas Worker's Compensation Commission effective April 17, 1991.

Part 4 - SIGNATURES AND EXHIBITS

1. DUPLICATE ORIGINALS:

This Agreement may be executed in duplicate originals and is effective when executed by both Parties.

2. SIGNATORY WARRANTY

The persons signing this Agreement for the Parties represent and warrant that they are officers of entity for which they have executed this Agreement and that they have full and complete authority to enter into this Agreement on behalf of their respective entity and that their executions are the acts of the Parties involved and have been delivered and constitute legal, valid and binding obligations of the respective Parties.

3. ACCEPTANCES

By their signatures below, the duly authorized representatives of District and County accept the terms of this Agreement in full.

Caldwell County

Prairie Lea Independent School District

Hoppy Haden
Caldwell County Judge
Date: _____

Larry Markert
Superintendent, Prairie Lea ISD
Date: _____

**Coronavirus Relief Fund
Guidance for State, Territorial, Local, and Tribal Governments
Updated September 2, 2020¹**

The purpose of this document is to provide guidance to recipients of the funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”). The CARES Act established the Coronavirus Relief Fund (the “Fund”) and appropriated \$150 billion to the Fund. Under the CARES Act, the Fund is to be used to make payments for specified uses to States and certain local governments; the District of Columbia and U.S. Territories (consisting of the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands); and Tribal governments.

The CARES Act provides that payments from the Fund may only be used to cover costs that—

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.²

The guidance that follows sets forth the Department of the Treasury’s interpretation of these limitations on the permissible use of Fund payments.

Necessary expenditures incurred due to the public health emergency

The requirement that expenditures be incurred “due to” the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred to allow the State, territorial, local, or Tribal government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

The statute also specifies that expenditures using Fund payments must be “necessary.” The Department of the Treasury understands this term broadly to mean that the expenditure is reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending Fund payments.

¹ On June 30, 2020, the guidance provided under “Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020” was updated. On September 2, 2020, the “Supplemental Guidance on Use of Funds to Cover Payroll and Benefits of Public Employees” and “Supplemental Guidance on Use of Funds to Cover Administrative Costs” sections were added.

² See Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

Costs not accounted for in the budget most recently approved as of March 27, 2020

The CARES Act also requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget *or* (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The “most recently approved” budget refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020

Finally, the CARES Act provides that payments from the Fund may only be used to cover costs that were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020 (the “covered period”). Putting this requirement together with the other provisions discussed above, section 601(d) may be summarized as providing that a State, local, or tribal government may use payments from the Fund only to cover previously unbudgeted costs of necessary expenditures incurred due to the COVID-19 public health emergency during the covered period.

Initial guidance released on April 22, 2020, provided that the cost of an expenditure is incurred when the recipient has expended funds to cover the cost. Upon further consideration and informed by an understanding of State, local, and tribal government practices, Treasury is clarifying that for a cost to be considered to have been incurred, performance or delivery must occur during the covered period but payment of funds need not be made during that time (though it is generally expected that this will take place within 90 days of a cost being incurred). For instance, in the case of a lease of equipment or other property, irrespective of when payment occurs, the cost of a lease payment shall be considered to have been incurred for the period of the lease that is within the covered period but not otherwise. Furthermore, in all cases it must be necessary that performance or delivery take place during the covered period. Thus the cost of a good or service received during the covered period will not be considered eligible under section 601(d) if there is no need for receipt until after the covered period has expired.

Goods delivered in the covered period need not be used during the covered period in all cases. For example, the cost of a good that must be delivered in December in order to be available for use in January could be covered using payments from the Fund. Additionally, the cost of goods purchased in bulk and delivered during the covered period may be covered using payments from the Fund if a portion of the goods is ordered for use in the covered period, the bulk purchase is consistent with the recipient’s usual procurement policies and practices, and it is impractical to track and record when the items were used. A recipient may use payments from the Fund to purchase a durable good that is to be used during the current period and in subsequent periods if the acquisition in the covered period was necessary due to the public health emergency.

Given that it is not always possible to estimate with precision when a good or service will be needed, the touchstone in assessing the determination of need for a good or service during the covered period will be reasonableness at the time delivery or performance was sought, *e.g.*, the time of entry into a procurement contract specifying a time for delivery. Similarly, in recognition of the likelihood of supply chain disruptions and increased demand for certain goods and services during the COVID-19 public health emergency, if a recipient enters into a contract requiring the delivery of goods or performance of services by December 30, 2020, the failure of a vendor to complete delivery or services by December 30, 2020,

will not affect the ability of the recipient to use payments from the Fund to cover the cost of such goods or services if the delay is due to circumstances beyond the recipient's control.

This guidance applies in a like manner to costs of subrecipients. Thus, a grant or loan, for example, provided by a recipient using payments from the Fund must be used by the subrecipient only to purchase (or reimburse a purchase of) goods or services for which receipt both is needed within the covered period and occurs within the covered period. The direct recipient of payments from the Fund is ultimately responsible for compliance with this limitation on use of payments from the Fund.

Nonexclusive examples of eligible expenditures

Eligible expenditures include, but are not limited to, payment for:

1. Medical expenses such as:
 - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
 - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - Costs of providing COVID-19 testing, including serological testing.
 - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
 - Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:
 - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
 - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
 - Expenses for disinfection of public areas and other facilities, *e.g.*, nursing homes, in response to the COVID-19 public health emergency.
 - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
 - Expenses for public safety measures undertaken in response to COVID-19.
 - Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
 - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
 - Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
 - Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
 - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Nonexclusive examples of ineligible expenditures³

The following is a list of examples of costs that would not be eligible expenditures of payments from the Fund.

1. Expenses for the State share of Medicaid.⁴
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

³ In addition, pursuant to section 5001(b) of the CARES Act, payments from the Fund may not be expended for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death. The prohibition on payment for abortions does not apply to an abortion if the pregnancy is the result of an act of rape or incest; or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed. Furthermore, no government which receives payments from the Fund may discriminate against a health care entity on the basis that the entity does not provide, pay for, provide coverage of, or refer for abortions.

⁴ See 42 C.F.R. § 433.51 and 45 C.F.R. § 75.306.

4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.

Supplemental Guidance on Use of Funds to Cover Payroll and Benefits of Public Employees

As discussed in the Guidance above, the CARES Act provides that payments from the Fund must be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. As reflected in the Guidance and FAQs, Treasury has not interpreted this provision to limit eligible costs to those that are incremental increases above amounts previously budgeted. Rather, Treasury has interpreted this provision to exclude items that were already covered for their original use (or a substantially similar use). This guidance reflects the intent behind the Fund, which was not to provide general fiscal assistance to state governments but rather to assist them with COVID-19-related necessary expenditures. With respect to personnel expenses, though the Fund was not intended to be used to cover government payroll expenses generally, the Fund was intended to provide assistance to address increased expenses, such as the expense of hiring new personnel as needed to assist with the government's response to the public health emergency and to allow recipients facing budget pressures not to have to lay off or furlough employees who would be needed to assist with that purpose.

Substantially different use

As stated in the Guidance above, Treasury considers the requirement that payments from the Fund be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020, to be met if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget *or* (b) the cost is for a *substantially different use* from any expected use of funds in such a line item, allotment, or allocation.

Treasury has provided examples as to what would constitute a substantially different use. Treasury provided (in FAQ A.3) that costs incurred for a substantially different use would include, for example, the costs of redeploying educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty's ordinary responsibilities.

Substantially dedicated

Within this category of substantially different uses, as stated in the Guidance above, Treasury has included payroll and benefits expenses for public safety, public health, health care, human services, and similar employees whose services are *substantially dedicated* to mitigating or responding to the COVID-19 public health emergency. The *full amount* of payroll and benefits expenses of substantially dedicated employees may be covered using payments from the Fund. Treasury has not developed a precise definition of what "substantially dedicated" means given that there is not a precise way to define this term

across different employment types. The relevant unit of government should maintain documentation of the “substantially dedicated” conclusion with respect to its employees.

If an employee is not substantially dedicated to mitigating or responding to the COVID-19 public health emergency, his or her payroll and benefits expenses may not be covered *in full* with payments from the Fund. A *portion* of such expenses may be able to be covered, however, as discussed below.

Public health and public safety

In recognition of the particular importance of public health and public safety workers to State, local, and tribal government responses to the public health emergency, Treasury has provided, as an administrative accommodation, that a State, local, or tribal government may presume that public health and public safety employees meet the substantially dedicated test, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise. This means that, if this presumption applies, work performed by such employees is considered to be a substantially different use than accounted for in the most recently approved budget as of March 27, 2020. All costs of such employees may be covered using payments from the Fund for services provided during the period that begins on March 1, 2020, and ends on December 30, 2020.

In response to questions regarding which employees are within the scope of this accommodation, Treasury is supplementing this guidance to clarify that public safety employees would include police officers (including state police officers), sheriffs and deputy sheriffs, firefighters, emergency medical responders, correctional and detention officers, and those who directly support such employees such as dispatchers and supervisory personnel. Public health employees would include employees involved in providing medical and other health services to patients and supervisory personnel, including medical staff assigned to schools, prisons, and other such institutions, and other support services essential for patient care (*e.g.*, laboratory technicians) as well as employees of public health departments directly engaged in matters related to public health and related supervisory personnel.

Not substantially dedicated

As provided in FAQ A.47, a State, local, or tribal government may also track time spent by employees related to COVID-19 and apply Fund payments on that basis but would need to do so consistently within the relevant agency or department. This means, for example, that a government could cover payroll expenses allocated on an hourly basis to employees’ time dedicated to mitigating or responding to the COVID-19 public health emergency. This result provides equitable treatment to governments that, for example, instead of having a few employees who are substantially dedicated to the public health emergency, have many employees who have a minority of their time dedicated to the public health emergency.

Covered benefits

Payroll and benefits of a substantially dedicated employee may be covered using payments from the Fund to the extent incurred between March 1 and December 30, 2020.

Payroll includes certain hazard pay and overtime, but not workforce bonuses. As discussed in FAQ A.29, hazard pay may be covered using payments from the Fund if it is provided for performing hazardous duty or work involving physical hardship that in each case is related to COVID-19. This means that, whereas payroll and benefits of an employee who is substantially dedicated to mitigating or responding to the COVID-19 public health emergency may generally be covered in full using payments from the Fund, hazard pay specifically may only be covered to the extent it is related to COVID-19. For example, a recipient may use payments from the Fund to cover hazard pay for a police officer coming in close

contact with members of the public to enforce public health or public safety orders, but across-the-board hazard pay for all members of a police department regardless of their duties would not be able to be covered with payments from the Fund. This position reflects the statutory intent discussed above: the Fund was intended to be used to help governments address the public health emergency both by providing funds for incremental expenses (such as hazard pay related to COVID-19) and to allow governments not to have to furlough or lay off employees needed to address the public health emergency but was not intended to provide across-the-board budget support (as would be the case if hazard pay regardless of its relation to COVID-19 or workforce bonuses were permitted to be covered using payments from the Fund).

Relatedly, both hazard pay and overtime pay for employees that are not substantially dedicated may only be covered using the Fund if the hazard pay and overtime pay is for COVID-19-related duties. As discussed above, governments may allocate payroll and benefits of such employees with respect to time worked on COVID-19-related matters.

Covered benefits include, but are not limited to, the costs of all types of leave (vacation, family-related, sick, military, bereavement, sabbatical, jury duty), employee insurance (health, life, dental, vision), retirement (pensions, 401(k)), unemployment benefit plans (federal and state), workers compensation insurance, and Federal Insurance Contributions Act (FICA) taxes (which includes Social Security and Medicare taxes).

Supplemental Guidance on Use of Funds to Cover Administrative Costs

General

Payments from the Fund are not administered as part of a traditional grant program and the provisions of the Uniform Guidance, 2 C.F.R. Part 200, that are applicable to indirect costs do not apply. Recipients may not apply their indirect costs rates to payments received from the Fund.

Recipients may, if they meet the conditions specified in the guidance for tracking time consistently across a department, use payments from the Fund to cover the portion of payroll and benefits of employees corresponding to time spent on administrative work necessary due to the COVID-19 public health emergency. (In other words, such costs would be eligible direct costs of the recipient). This includes, but is not limited to, costs related to disbursing payments from the Fund and managing new grant programs established using payments from the Fund.

As with any other costs to be covered using payments from the Fund, any such administrative costs must be incurred by December 30, 2020, with an exception for certain compliance costs as discussed below. Furthermore, as discussed in the Guidance above, as with any other cost, an administrative cost that has been or will be reimbursed under any federal program may not be covered with the Fund. For example, if an administrative cost is already being covered as a direct or indirect cost pursuant to another federal grant, the Fund may not be used to cover that cost.

Compliance costs related to the Fund

As previously stated in FAQ B.11, recipients are permitted to use payments from the Fund to cover the expenses of an audit conducted under the Single Audit Act, subject to the limitations set forth in 2 C.F.R. § 200.425. Pursuant to that provision of the Uniform Guidance, recipients and subrecipients subject to the Single Audit Act may use payments from the Fund to cover a reasonably proportionate share of the costs of audits attributable to the Fund.

To the extent a cost is incurred by December 30, 2020, for an eligible use consistent with section 601 of the Social Security Act and Treasury's guidance, a necessary administrative compliance expense that relates to such underlying cost may be incurred after December 30, 2020. Such an expense would include, for example, expenses incurred to comply with the Single Audit Act and reporting and recordkeeping requirements imposed by the Office of Inspector General. A recipient with such necessary administrative expenses, such as an ongoing audit continuing past December 30, 2020, that relates to Fund expenditures incurred during the covered period, must report to the Treasury Office of Inspector General by the quarter ending September 2021 an estimate of the amount of such necessary administrative expenses.

**Coronavirus Relief Fund
Frequently Asked Questions
Updated as of October 19, 2020¹**

The following answers to frequently asked questions supplement Treasury’s Coronavirus Relief Fund (“Fund”) Guidance for State, Territorial, Local, and Tribal Governments, updated as of September 2, 2020 (“Guidance”).² Amounts paid from the Fund are subject to the restrictions outlined in the Guidance and set forth in section 601(d) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”).

A. Eligible Expenditures

1. *Are governments required to submit proposed expenditures to Treasury for approval?*

No. Governments are responsible for making determinations as to what expenditures are necessary due to the public health emergency with respect to COVID-19 and do not need to submit any proposed expenditures to Treasury.

2. *The Guidance says that funding can be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. How does a government determine whether payroll expenses for a given employee satisfy the “substantially dedicated” condition?*

The Fund is designed to provide ready funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency. For this reason, and as a matter of administrative convenience in light of the emergency nature of this program, a State, territorial, local, or Tribal government may presume that payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise.

3. *The Guidance says that a cost was not accounted for in the most recently approved budget if the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. What would qualify as a “substantially different use” for purposes of the Fund eligibility?*

Costs incurred for a “substantially different use” include, but are not necessarily limited to, costs of personnel and services that were budgeted for in the most recently approved budget but which, due entirely to the COVID-19 public health emergency, have been diverted to substantially different functions. This would include, for example, the costs of redeploying corrections facility staff to enable compliance with COVID-19 public health precautions through work such as enhanced sanitation or enforcing social distancing measures; the costs of redeploying police to support management and enforcement of stay-at-home orders; or the costs of diverting educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty’s ordinary responsibilities.

¹ On August 10, 2020, these Frequently Asked Questions were revised to add Questions A.49–52. On September 2, 2020, Questions A.53–56 were added and Questions A.34 and A.38 were revised. On October 19, 2020, Questions A.57–59 and B.13 were added and Questions A.42, 49, and 53 were revised.

² The Guidance is available at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>.

Note that a public function does not become a “substantially different use” merely because it is provided from a different location or through a different manner. For example, although developing online instruction capabilities may be a substantially different use of funds, online instruction itself is not a substantially different use of public funds than classroom instruction.

4. *May a State receiving a payment transfer funds to a local government?*

Yes, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Department if they have not been used in a manner consistent with section 601(d) of the Social Security Act.

5. *May a unit of local government receiving a Fund payment transfer funds to another unit of government?*

Yes. For example, a county may transfer funds to a city, town, or school district within the county and a county or city may transfer funds to its State, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, a transfer from a county to a constituent city would not be permissible if the funds were intended to be used simply to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify as an eligible expenditure.

6. *Is a Fund payment recipient required to transfer funds to a smaller, constituent unit of government within its borders?*

No. For example, a county recipient is not required to transfer funds to smaller cities within the county’s borders.

7. *Are recipients required to use other federal funds or seek reimbursement under other federal programs before using Fund payments to satisfy eligible expenses?*

No. Recipients may use Fund payments for any expenses eligible under section 601(d) of the Social Security Act outlined in the Guidance. Fund payments are not required to be used as the source of funding of last resort. However, as noted below, recipients may not use payments from the Fund to cover expenditures for which they will receive reimbursement.

8. *Are there prohibitions on combining a transaction supported with Fund payments with other CARES Act funding or COVID-19 relief Federal funding?*

Recipients will need to consider the applicable restrictions and limitations of such other sources of funding. In addition, expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds, are not eligible uses of Fund payments.

9. *Are States permitted to use Fund payments to support state unemployment insurance funds generally?*

To the extent that the costs incurred by a state unemployment insurance fund are incurred due to the COVID-19 public health emergency, a State may use Fund payments to make payments to its respective state unemployment insurance fund, separate and apart from such State's obligation to the unemployment insurance fund as an employer. This will permit States to use Fund payments to prevent expenses related to the public health emergency from causing their state unemployment insurance funds to become insolvent.

10. *Are recipients permitted to use Fund payments to pay for unemployment insurance costs incurred by the recipient as an employer?*

Yes, Fund payments may be used for unemployment insurance costs incurred by the recipient as an employer (for example, as a reimbursing employer) related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

11. *The Guidance states that the Fund may support a "broad range of uses" including payroll expenses for several classes of employees whose services are "substantially dedicated to mitigating or responding to the COVID-19 public health emergency." What are some examples of types of covered employees?*

The Guidance provides examples of broad classes of employees whose payroll expenses would be eligible expenses under the Fund. These classes of employees include public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Payroll and benefit costs associated with public employees who could have been furloughed or otherwise laid off but who were instead repurposed to perform previously unbudgeted functions substantially dedicated to mitigating or responding to the COVID-19 public health emergency are also covered. Other eligible expenditures include payroll and benefit costs of educational support staff or faculty responsible for developing online learning capabilities necessary to continue educational instruction in response to COVID-19-related school closures. Please see the Guidance for a discussion of what is meant by an expense that was not accounted for in the budget most recently approved as of March 27, 2020.

12. *In some cases, first responders and critical health care workers that contract COVID-19 are eligible for workers' compensation coverage. Is the cost of this expanded workers compensation coverage eligible?*

Increased workers compensation cost to the government due to the COVID-19 public health emergency incurred during the period beginning March 1, 2020, and ending December 30, 2020, is an eligible expense.

13. *If a recipient would have decommissioned equipment or not renewed a lease on particular office space or equipment but decides to continue to use the equipment or to renew the lease in order to respond to the public health emergency, are the costs associated with continuing to operate the equipment or the ongoing lease payments eligible expenses?*

Yes. To the extent the expenses were previously unbudgeted and are otherwise consistent with section 601(d) of the Social Security Act outlined in the Guidance, such expenses would be eligible.

14. *May recipients provide stipends to employees for eligible expenses (for example, a stipend to employees to improve telework capabilities) rather than require employees to incur the eligible cost and submit for reimbursement?*

Expenditures paid for with payments from the Fund must be limited to those that are necessary due to the public health emergency. As such, unless the government were to determine that providing assistance in the form of a stipend is an administrative necessity, the government should provide such assistance on a reimbursement basis to ensure as much as possible that funds are used to cover only eligible expenses.

15. *May Fund payments be used for COVID-19 public health emergency recovery planning?*

Yes. Expenses associated with conducting a recovery planning project or operating a recovery coordination office would be eligible, if the expenses otherwise meet the criteria set forth in section 601(d) of the Social Security Act outlined in the Guidance.

16. *Are expenses associated with contact tracing eligible?*

Yes, expenses associated with contact tracing are eligible.

17. *To what extent may a government use Fund payments to support the operations of private hospitals?*

Governments may use Fund payments to support public or private hospitals to the extent that the costs are necessary expenditures incurred due to the COVID-19 public health emergency, but the form such assistance would take may differ. In particular, financial assistance to private hospitals could take the form of a grant or a short-term loan.

18. *May payments from the Fund be used to assist individuals with enrolling in a government benefit program for those who have been laid off due to COVID-19 and thereby lost health insurance?*

Yes. To the extent that the relevant government official determines that these expenses are necessary and they meet the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance, these expenses are eligible.

19. *May recipients use Fund payments to facilitate livestock depopulation incurred by producers due to supply chain disruptions?*

Yes, to the extent these efforts are deemed necessary for public health reasons or as a form of economic support as a result of the COVID-19 health emergency.

20. *Would providing a consumer grant program to prevent eviction and assist in preventing homelessness be considered an eligible expense?*

Yes, assuming that the recipient considers the grants to be a necessary expense incurred due to the COVID-19 public health emergency and the grants meet the other requirements for the use of Fund payments under section 601(d) of the Social Security Act outlined in the Guidance. As a general matter, providing assistance to recipients to enable them to meet property tax requirements would not be an eligible use of funds, but exceptions may be made in the case of assistance designed to prevent foreclosures.

21. *May recipients create a “payroll support program” for public employees?*

Use of payments from the Fund to cover payroll or benefits expenses of public employees are limited to those employees whose work duties are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

22. *May recipients use Fund payments to cover employment and training programs for employees that have been furloughed due to the public health emergency?*

Yes, this would be an eligible expense if the government determined that the costs of such employment and training programs would be necessary due to the public health emergency.

23. *May recipients use Fund payments to provide emergency financial assistance to individuals and families directly impacted by a loss of income due to the COVID-19 public health emergency?*

Yes, if a government determines such assistance to be a necessary expenditure. Such assistance could include, for example, a program to assist individuals with payment of overdue rent or mortgage payments to avoid eviction or foreclosure or unforeseen financial costs for funerals and other emergency individual needs. Such assistance should be structured in a manner to ensure as much as possible, within the realm of what is administratively feasible, that such assistance is necessary.

24. *The Guidance provides that eligible expenditures may include expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. What is meant by a “small business,” and is the Guidance intended to refer only to expenditures to cover administrative expenses of such a grant program?*

Governments have discretion to determine what payments are necessary. A program that is aimed at assisting small businesses with the costs of business interruption caused by required closures should be tailored to assist those businesses in need of such assistance. The amount of a grant to a small business to reimburse the costs of business interruption caused by required closures would also be an eligible expenditure under section 601(d) of the Social Security Act, as outlined in the Guidance.

25. *The Guidance provides that expenses associated with the provision of economic support in connection with the public health emergency, such as expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures, would constitute eligible expenditures of Fund payments. Would such expenditures be eligible in the absence of a stay-at-home order?*

Fund payments may be used for economic support in the absence of a stay-at-home order if such expenditures are determined by the government to be necessary. This may include, for example, a grant program to benefit small businesses that close voluntarily to promote social distancing measures or that are affected by decreased customer demand as a result of the COVID-19 public health emergency.

26. *May Fund payments be used to assist impacted property owners with the payment of their property taxes?*

Fund payments may not be used for government revenue replacement, including the provision of assistance to meet tax obligations.

27. *May Fund payments be used to replace foregone utility fees? If not, can Fund payments be used as a direct subsidy payment to all utility account holders?*

Fund payments may not be used for government revenue replacement, including the replacement of unpaid utility fees. Fund payments may be used for subsidy payments to electricity account holders to the extent that the subsidy payments are deemed by the recipient to be necessary expenditures incurred due to the COVID-19 public health emergency and meet the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, if determined to be a necessary expenditure, a government could provide grants to individuals facing economic hardship to allow them to pay their utility fees and thereby continue to receive essential services.

28. *Could Fund payments be used for capital improvement projects that broadly provide potential economic development in a community?*

In general, no. If capital improvement projects are not necessary expenditures incurred due to the COVID-19 public health emergency, then Fund payments may not be used for such projects.

However, Fund payments may be used for the expenses of, for example, establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity or improve mitigation measures, including related construction costs.

29. *The Guidance includes workforce bonuses as an example of ineligible expenses but provides that hazard pay would be eligible if otherwise determined to be a necessary expense. Is there a specific definition of “hazard pay”?*

Hazard pay means additional pay for performing hazardous duty or work involving physical hardship, in each case that is related to COVID-19.

30. *The Guidance provides that ineligible expenditures include “[p]ayroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.” Is this intended to relate only to public employees?*

Yes. This particular nonexclusive example of an ineligible expenditure relates to public employees. A recipient would not be permitted to pay for payroll or benefit expenses of private employees and any financial assistance (such as grants or short-term loans) to private employers are not subject to the restriction that the private employers’ employees must be substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

31. *May counties pre-pay with CARES Act funds for expenses such as a one or two-year facility lease, such as to house staff hired in response to COVID-19?*

A government should not make prepayments on contracts using payments from the Fund to the extent that doing so would not be consistent with its ordinary course policies and procedures.

32. *Must a stay-at-home order or other public health mandate be in effect in order for a government to provide assistance to small businesses using payments from the Fund?*

No. The Guidance provides, as an example of an eligible use of payments from the Fund, expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. Such assistance may be provided using amounts received from the Fund in the absence of a requirement to close businesses if the relevant government determines that such expenditures are necessary in response to the public health emergency.

33. *Should States receiving a payment transfer funds to local governments that did not receive payments directly from Treasury?*

Yes, provided that the transferred funds are used by the local government for eligible expenditures under the statute. To facilitate prompt distribution of Title V funds, the CARES Act authorized Treasury to make direct payments to local governments with populations in excess of 500,000, in amounts equal to 45% of the local government's per capita share of the statewide allocation. This statutory structure was based on a recognition that it is more administratively feasible to rely on States, rather than the federal government, to manage the transfer of funds to smaller local governments. Consistent with the needs of all local governments for funding to address the public health emergency, States should transfer funds to local governments with populations of 500,000 or less, using as a benchmark the per capita allocation formula that governs payments to larger local governments. This approach will ensure equitable treatment among local governments of all sizes.

For example, a State received the minimum \$1.25 billion allocation and had one county with a population over 500,000 that received \$250 million directly. The State should distribute 45 percent of the \$1 billion it received, or \$450 million, to local governments within the State with a population of 500,000 or less.

34. *May a State impose restrictions on transfers of funds to local governments?*

Yes, to the extent that the restrictions facilitate the State's compliance with the requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance and other applicable requirements such as the Single Audit Act, discussed below. Other restrictions, such as restrictions on reopening that do not directly concern the use of funds, are not permissible.

35. *If a recipient must issue tax anticipation notes (TANs) to make up for tax due date deferrals or revenue shortfalls, are the expenses associated with the issuance eligible uses of Fund payments?*

If a government determines that the issuance of TANs is necessary due to the COVID-19 public health emergency, the government may expend payments from the Fund on the interest expense payable on TANs by the borrower and unbudgeted administrative and transactional costs, such as necessary payments to advisors and underwriters, associated with the issuance of the TANs.

36. *May recipients use Fund payments to expand rural broadband capacity to assist with distance learning and telework?*

Such expenditures would only be permissible if they are necessary for the public health emergency. The cost of projects that would not be expected to increase capacity to a significant extent until the need for distance learning and telework have passed due to this public health emergency would not be necessary due to the public health emergency and thus would not be eligible uses of Fund payments.

37. *Are costs associated with increased solid waste capacity an eligible use of payments from the Fund?*

Yes, costs to address increase in solid waste as a result of the public health emergency, such as relates to the disposal of used personal protective equipment, would be an eligible expenditure.

38. *May payments from the Fund be used to cover across-the-board hazard pay for employees working during a state of emergency?*

No. Hazard pay means additional pay for performing hazardous duty or work involving physical hardship, in each case that is related to COVID-19. Payments from the fund may only be used to cover such hazard pay.

39. *May Fund payments be used for expenditures related to the administration of Fund payments by a State, territorial, local, or Tribal government?*

Yes, if the administrative expenses represent an increase over previously budgeted amounts and are limited to what is necessary. For example, a State may expend Fund payments on necessary administrative expenses incurred with respect to a new grant program established to disburse amounts received from the Fund.

40. *May recipients use Fund payments to provide loans?*

Yes, if the loans otherwise qualify as eligible expenditures under section 601(d) of the Social Security Act as implemented by the Guidance. Any amounts repaid by the borrower before December 30, 2020, must be either returned to Treasury upon receipt by the unit of government providing the loan or used for another expense that qualifies as an eligible expenditure under section 601(d) of the Social Security Act. Any amounts not repaid by the borrower until after December 30, 2020, must be returned to Treasury upon receipt by the unit of government lending the funds.

41. *May Fund payments be used for expenditures necessary to prepare for a future COVID-19 outbreak?*

Fund payments may be used only for expenditures necessary to address the current COVID-19 public health emergency. For example, a State may spend Fund payments to create a reserve of personal protective equipment or develop increased intensive care unit capacity to support regions in its jurisdiction not yet affected, but likely to be impacted by the current COVID-19 pandemic.

42. *May funds be used to satisfy non-federal matching requirements under the Stafford Act?*

Yes, payments from the Fund may be used to meet the non-federal matching requirements for Stafford Act assistance, including FEMA's Emergency Management Performance Grant (EMPG) and EMPG Supplemental programs, to the extent such matching requirements entail COVID-19-related costs that otherwise satisfy the Fund's eligibility criteria and the Stafford Act. Regardless of the use of Fund payments for such purposes, FEMA funding is still dependent on FEMA's determination of eligibility under the Stafford Act.

43. *Must a State, local, or tribal government require applications to be submitted by businesses or individuals before providing assistance using payments from the Fund?*

Governments have discretion to determine how to tailor assistance programs they establish in response to the COVID-19 public health emergency. However, such a program should be structured in such a manner as will ensure that such assistance is determined to be necessary in response to the COVID-19 public health emergency and otherwise satisfies the requirements of the CARES Act and other applicable law. For example, a per capita payment to residents of a particular jurisdiction without an assessment of individual need would not be an appropriate use of payments from the Fund.

44. *May Fund payments be provided to non-profits for distribution to individuals in need of financial assistance, such as rent relief?*

Yes, non-profits may be used to distribute assistance. Regardless of how the assistance is structured, the financial assistance provided would have to be related to COVID-19.

45. *May recipients use Fund payments to remarket the recipient's convention facilities and tourism industry?*

Yes, if the costs of such remarketing satisfy the requirements of the CARES Act. Expenses incurred to publicize the resumption of activities and steps taken to ensure a safe experience may be needed due to the public health emergency. Expenses related to developing a long-term plan to reposition a recipient's convention and tourism industry and infrastructure would not be incurred due to the public health emergency and therefore may not be covered using payments from the Fund.

46. *May a State provide assistance to farmers and meat processors to expand capacity, such to cover overtime for USDA meat inspectors?*

If a State determines that expanding meat processing capacity, including by paying overtime to USDA meat inspectors, is a necessary expense incurred due to the public health emergency, such as if increased capacity is necessary to allow farmers and processors to donate meat to food banks, then such expenses are eligible expenses, provided that the expenses satisfy the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance.

47. *The guidance provides that funding may be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. May Fund payments be used to cover such an employee's entire payroll cost or just the portion of time spent on mitigating or responding to the COVID-19 public health emergency?*

As a matter of administrative convenience, the entire payroll cost of an employee whose time is substantially dedicated to mitigating or responding to the COVID-19 public health emergency is eligible, provided that such payroll costs are incurred by December 30, 2020. An employer may also track time spent by employees related to COVID-19 and apply Fund payments on that basis but would need to do so consistently within the relevant agency or department.

48. *May Fund payments be used to cover increased administrative leave costs of public employees who could not telework in the event of a stay at home order or a case of COVID-19 in the workplace?*

The statute requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. As stated in the Guidance, a cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget or (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. If the cost of an employee was allocated to administrative leave to a greater extent than was expected, the cost of such administrative leave may be covered using payments from the Fund.

49. Are States permitted to use Coronavirus Relief Fund payments to satisfy non-federal matching requirements under the Stafford Act, including “lost wages assistance” authorized by the Presidential Memorandum on Authorizing the Other Needs Assistance Program for Major Disaster Declarations Related to Coronavirus Disease 2019 (August 8, 2020)?

Yes. As previous guidance has stated, payments from the Fund may be used to meet the non-federal matching requirements for Stafford Act assistance to the extent such matching requirements entail COVID-19-related costs that otherwise satisfy the Fund’s eligibility criteria and the Stafford Act. States are fully permitted to use payments from the Fund to satisfy 100% of their cost share for lost wages assistance recently made available under the Stafford Act. If a State makes a payment to an individual under the “lost wages assistance” program and later determines that such individual was ineligible for the program, the ineligibility determination has the following consequences:

- The State incurs an obligation to FEMA in the amount of the payment to the ineligible individual. A State’s obligation to FEMA for making an improper payment to an individual under the “lost wages assistance” program is not incurred due to the public health emergency and, therefore, payments made pursuant to this obligation would not be an eligible use of the Fund.
- The “lost wages assistance” payment to the ineligible individual would be deemed to be an ineligible expense for purposes of the Fund, and any amount charged to the Fund (e.g., to satisfy the initial non-federal matching requirement) would be subject to recoupment.

50. At what point would costs be considered to be incurred in the case of a grant made by a State, local, or tribal government to cover interest and principal amounts of a loan, such as might be provided as part of a small business assistance program in which the loan is made by a private institution?

A grant made to cover interest and principal costs of a loan, including interest and principal due after the period that begins on March 1, 2020, and ends on December 30, 2020 (the “covered period”), will be considered to be incurred during the covered period if (i) the full amount of the loan is advanced to the borrower within the covered period and (ii) the proceeds of the loan are used by the borrower to cover expenses incurred during the covered period. In addition, if these conditions are met, the amount of the grant will be considered to have been used during the covered period for purposes of the requirement that expenses be incurred within the covered period. Such a grant would be analogous to a loan provided by the Fund recipient itself that incorporates similar loan forgiveness provisions. As with any other assistance provided by a Fund recipient, such a grant would need to be determined by the recipient to be necessary due to the public health emergency.

51. If governments use Fund payments as described in the Guidance to establish a grant program to support businesses, would those funds be considered gross income taxable to a business receiving the grant under the Internal Revenue Code (Code)?

Please see the answer provided by the Internal Revenue Service (IRS) available at <https://www.irs.gov/newsroom/cares-act-coronavirus-relief-fund-frequently-asked-questions>.

52. If governments use Fund payments as described in the Guidance to establish a loan program to support businesses, would those funds be considered gross income taxable to a business receiving the loan under the Code?

Please see the answer provided by the IRS available at <https://www.irs.gov/newsroom/cares-act-coronavirus-relief-fund-frequently-asked-questions>.

53. *May Fund recipients incur expenses associated with the safe reopening of schools?*

Yes, payments from the Fund may be used to cover costs associated with providing distance learning (e.g., the cost of laptops to provide to students) or for in-person learning (e.g., the cost of acquiring personal protective equipment for students attending schools in-person or other costs associated with meeting Centers for Disease Control guidelines).

Treasury recognizes that schools are generally incurring an array of COVID-19-related expenses to either provide distance learning or to re-open. To this end, as an administrative convenience, Treasury will presume that expenses of up to \$500 per elementary and secondary school student are eligible expenditures, such that schools do not need to document the specific use of funds up to that amount.

If a Fund recipient avails itself of the presumption in accordance with the previous paragraph with respect to a school, the recipient may not also cover the costs of additional re-opening aid to that school other than those associated with the following, in each case for the purpose of addressing COVID-19:

- expanding broadband capacity;
- hiring new teachers;
- developing an online curriculum;
- acquiring computers and similar digital devices;
- acquiring and installing additional ventilation or other air filtering equipment;
- incurring additional transportation costs; or
- incurring additional costs of providing meals.

Across all levels of government, the presumption is limited to \$500 per student, e.g., if a school is funded by a state and a local government, the presumption claimed by each recipient must add up to no more than \$500. Furthermore, if a Fund recipient uses the presumption with respect to a school, any other Fund recipients providing aid to that school may not use the Fund to cover the costs of additional aid to schools other than with respect to the specific costs listed above.

The following examples help illustrate how the presumption may or may not be used:

Example 1: State A may transfer Fund payments to each school district in the State totaling \$500 per student. State A does not need to document the specific use of the Fund payments by the school districts within the State.

Example 2: Suppose State A from example 1 transferred Fund payments to the school districts in the State in the amount of \$500 per elementary and secondary school student. In addition, because State A is availing itself of the \$500 per elementary and secondary school student presumption, State A also may use Fund payments to expand broadband capacity and to hire new teachers, but it may not use Fund payments to acquire additional furniture.

54. *May Fund recipients upgrade critical public health infrastructure, such as providing access to running water for individuals and families in rural and tribal areas to allow them to maintain proper hygiene and defend themselves against the virus?*

Yes, fund recipients may use payments from the Fund to upgrade public health infrastructure, such as providing individuals and families access to running water to help reduce the further spread of the virus. As required by the CARES Act, expenses associated with such upgrades must be incurred by

December 30, 2020. Please see Treasury's Guidance as updated on June 30 regarding when a cost is considered to be incurred for purposes of the requirement that expenses be incurred within the covered period.

55. *How does a government address the requirement that the allowable expenditures are not accounted for in the budget most recently approved as of March 27, 2020, once the government enters its new budget year on July 1, 2020 (for governments with June 30 fiscal year ends) or October 1, 2020 (for governments with September 30 year ends)?*

As provided in the Guidance, the "most recently approved" budget refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Furthermore, the budget most recently approved as of March 27, 2020, provides the spending baseline against which expenditures should be compared for purposes of determining whether they may be covered using payments from the Fund. This spending baseline will carry forward to a subsequent budget year if a Fund recipient enters a different budget year between March 27, 2020 and December 30, 2020. The spending baseline may be carried forward without adjustment for inflation.

56. *Does the National Environmental Policy Act, 42 U.S.C. § 4321 et seq, (NEPA) apply to projects supported by payments from the Fund?*

NEPA does not apply to Treasury's administration of the Fund. Projects supported with payments from the Fund may still be subject to NEPA review if they are also funded by other federal financial assistance programs

57. *Public universities have incurred expenses associated with providing refunds to students for education-related expenses, including tuition, room and board, meal plans, and other fees (such as activities fees). Are these types of public university student refunds eligible uses of Fund payments?*

If the responsible government official determines that expenses incurred to refund eligible higher education expenses are necessary and would be incurred due to the public health emergency, then such expenses would be eligible as long as the expenses satisfy the other criteria set forth in section 601(d) of the Social Security Act. Eligible higher education expenses may include, in the reasonable judgment of the responsible government official, refunds to students for tuition, room and board, meal plan, and other fees (such as activities fees). Fund payments may not be used for expenses that have been or will be reimbursed by another federal program (including, for example, the Higher Education Emergency Relief Fund administered by the Department of Education).

58. *May payments from the Fund be used for real property acquisition and improvements and to purchase equipment to address the COVID-19 public health emergency?*

The expenses of acquiring or improving real property and of acquiring equipment (e.g., vehicles) may be covered with payments from the Fund in certain cases. For example, Treasury's initial guidance referenced coverage of the costs of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs, as an eligible use of funds. Any such use must be consistent with the requirements of section 601(d) of the Social Security Act as added by the CARES Act.

As with all uses of payments from the Fund, the use of payments to acquire or improve property is limited to that which is necessary due to the COVID-19 public health emergency. In the context of acquisitions of real estate and acquisitions of equipment, this means that the acquisition itself must be necessary. In particular, a government must (i) determine that it is not able to meet the need arising from the public health emergency in a cost-effective manner by leasing property or equipment or by improving property already owned and (ii) maintain documentation to support this determination. Likewise, an improvement, such as the installation of modifications to permit social distancing, would need to be determined to be necessary to address the COVID-19 public health emergency.

Previous guidance regarding the requirement that payments from the Fund may only be used to cover costs that were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020 focused on the acquisition of goods and services and leases of real property and equipment, but the same principles apply to acquisitions and improvements of real property and acquisitions of equipment. Such acquisitions and improvements must be completed and the acquired or improved property or acquisition of equipment be put to use in service of the COVID-19-related use for which it was acquired or improved by December 30. Finally, as with all costs covered with payments from the Fund, such costs must not have been previously accounted for in the budget most recently approved as of March 27, 2020.

59. *If a small business received a Small Business Administration (SBA) Payment Protection Program (PPP) or Economic Injury Disaster Loan (EIDL) grant or loan due to COVID-19, may the small business also receive a grant from a unit of government using payments from the Fund?*

Receiving a PPP or EIDL grant or loan for COVID-19 would not necessarily make a small business ineligible to receive a grant from Fund payments made to a recipient. As discussed in previous Treasury guidance on use of the Fund, a recipient's small business assistance program should be tailored to assist those businesses in need of such assistance. In assessing the business' need for assistance, the recipient would need to take into account the business' receipt of the PPP or EIDL loan or grant. If the business has received a loan from the SBA that may be forgiven, the recipient should assume for purposes of determining the business' need that the loan will be forgiven. In determining the business' eligibility for the grant, the recipient should not rely on self-certifications provided to the SBA.

If the grant is being provided to the small business to assist with particular expenditures, the business must not have already used the PPP or EIDL loan or grant for those expenditures. The assistance provided from the Fund would need to satisfy all of the other requirements set forth in section 601(d) of the Social Security Act as discussed in Treasury's guidance and FAQs, and the business would need to comply with all applicable requirements of the PPP or EIDL program.

Treasury's Office of Inspector General has provided the following guidance in its FAQ no. 65 on reporting and recordkeeping that would apply to the recipient:

The prime recipient is responsible for determining the level and detail of documentation needed from the sub-recipient of small business assistance to satisfy [the requirements of section 601(d) of the Social Security Act], however, there would need to be some proof that the small business was impacted by the public health emergency and was thus eligible for the CRF funds.

In the above OIG FAQ, "sub-recipient" refers to the beneficiary of the assistance, *i.e.*, the small business.

B. Questions Related to Administration of Fund Payments

1. *Do governments have to return unspent funds to Treasury?*

Yes. Section 601(f)(2) of the Social Security Act, as added by section 5001(a) of the CARES Act, provides for recoupment by the Department of the Treasury of amounts received from the Fund that have not been used in a manner consistent with section 601(d) of the Social Security Act. If a government has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the Department of the Treasury.

2. *What records must be kept by governments receiving payment?*

A government should keep records sufficient to demonstrate that the amount of Fund payments to the government has been used in accordance with section 601(d) of the Social Security Act.

3. *May recipients deposit Fund payments into interest bearing accounts?*

Yes, provided that if recipients separately invest amounts received from the Fund, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended.

4. *May governments retain assets purchased with payments from the Fund?*

Yes, if the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act.

5. *What rules apply to the proceeds of disposition or sale of assets acquired using payments from the Fund?*

If such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Fund provided by section 601(d) of the Social Security Act.

6. *Are Fund payments to State, territorial, local, and tribal governments considered grants?*

No. Fund payments made by Treasury to State, territorial, local, and Tribal governments are not considered to be grants but are "other financial assistance" under 2 C.F.R. § 200.40.

7. *Are Fund payments considered federal financial assistance for purposes of the Single Audit Act?*

Yes, Fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

8. *Are Fund payments subject to other requirements of the Uniform Guidance?*

Fund payments are subject to the following requirements in the Uniform Guidance (2 C.F.R. Part 200): 2 C.F.R. § 200.303 regarding internal controls, 2 C.F.R. §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

9. *Is there a Catalog of Federal Domestic Assistance (CFDA) number assigned to the Fund?*

Yes. The CFDA number assigned to the Fund is 21.019.

10. *If a State transfers Fund payments to its political subdivisions, would the transferred funds count toward the subrecipients' total funding received from the federal government for purposes of the Single Audit Act?*

Yes. The Fund payments to subrecipients would count toward the threshold of the Single Audit Act and 2 C.F.R. part 200, subpart F re: audit requirements. Subrecipients are subject to a single audit or program-specific audit pursuant to 2 C.F.R. § 200.501(a) when the subrecipients spend \$750,000 or more in federal awards during their fiscal year.

11. *Are recipients permitted to use payments from the Fund to cover the expenses of an audit conducted under the Single Audit Act?*

Yes, such expenses would be eligible expenditures, subject to the limitations set forth in 2 C.F.R. § 200.425.

12. *If a government has transferred funds to another entity, from which entity would the Treasury Department seek to recoup the funds if they have not been used in a manner consistent with section 601(d) of the Social Security Act?*

The Treasury Department would seek to recoup the funds from the government that received the payment directly from the Treasury Department. State, territorial, local, and Tribal governments receiving funds from Treasury should ensure that funds transferred to other entities, whether pursuant to a grant program or otherwise, are used in accordance with section 601(d) of the Social Security Act as implemented in the Guidance.

13. *What are the differences between a subrecipient and a beneficiary under the Fund for purposes of the Single Audit Act and 2 C.F.R. Part 200, Subpart F regarding audit requirements?*

The Single Audit Act and 2 C.F.R. Part 200, Subpart F regarding audit requirements apply to any non-federal entity, as defined in 2 C.F.R. 200.69, that receives payments from the Fund in the amount of \$750,000 or more. Non-federal entities include subrecipients of payments from the Fund, including recipients of transfers from a State, territory, local government, or tribal government that received a payment directly from Treasury. However, subrecipients would not include individuals and organizations (*e.g.*, businesses, non-profits, or educational institutions) that are beneficiaries of an assistance program established using payments from the Fund. The Single Audit Act and 2 C.F.R. Part 200, Subpart F regarding audit requirements do not apply to beneficiaries.

Please see Treasury Office of Inspector General FAQs at <https://www.treasury.gov/about/organizational-structure/ig/Audit%20Reports%20and%20Testimonies/OIG-CA-20-028.pdf> regarding reporting in the GrantSolutions portal.

Exhibit B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR THE DISTRICT

Federal Executive Order 12549 requires screening each covered potential subrecipient of federal funds to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each subrecipient of federal funds covered must also screen each of its covered subrecipients.

In this certification "District" refers to both the Prairie Lea Independent School District and any subrecipients; "contract" refers to both contract and subcontract.

By signing and submitting this certification, the District accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the District knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, Caldwell County may pursue available remedies, including suspension and/or debarment.
2. The District shall provide immediate written notice to the person to whom this certification is submitted if at any time the District learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principle," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549.
4. The District agrees by submitting this certification that, should the proposed covered contract be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by a federal department or agency, as applicable.

Do you have or do you anticipate having subcontractors under this contract? YES NO

5. The District further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts; and in solicitations for all covered subcontracts.
6. District may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. District must at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document.

The knowledge and information of District is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for contracts authorized under paragraph 4 of these terms, if District in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, any federal agency may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered District:

____ The District certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency, or the State of Texas.

____ The District is unable to certify to one or more of the terms in this certification. In this instance, the District must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Prairie Lea Independent School District

Larry Markert
Superintendent, LISD

Date: _____

Exhibit C

Federal Anti-Lobbying Certification

The undersigned District certifies that, to the best of its knowledge:

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

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

The District shall require that:

- 1) the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and
- 2) all subrecipients certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The District certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the District understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

For District:

Prairie Lea Independent School District

Larry Markert
Superintendent

Date: _____

**INTERLOCAL AGREEMENT
FOR ADMINISTRATION OF CRF FUNDING UNDER THE CARES ACT**

This Agreement is entered into by the following Parties: Caldwell County, Texas, a political subdivision of the State of Texas ("County"), and the Luling Independent School District, a political subdivision and independent school district located in Caldwell County, Texas ("Luling ISD" or "District").

RECITALS

This Agreement is for services under the authority of Texas Government Code, Chapter 791. County has the authority under Chapter 791 to contract with other local governments for government functions and services. County is a "local government" as defined by Texas Government Code § 791.003(4)(A). The District is also a "local government" as defined by Texas Government Code § 791.003(4)(A).

County is in receipt of funds from the United States Department of the Treasury under the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") from the Coronavirus Relief Fund ("CRF").

County has contracted to administer the distribution of a portion of County's CARES Act funds by providing funds to District for certain activities authorized in the Treasury CRF Guidance. County has affirmed that it can provide the services and related activities for the appropriate reimbursement for distribution of CRF Funding. County desires to enter into an agreement with the District to support distance learning in connection with school closings to enable compliance with COVID-19 precautions and to support telework capabilities for school district employees in support of distance learning through distribution of a portion of CARES Act funds for such activities, which is authorized in the Treasury CRF Guidance.

On March 16, 2020, the Caldwell County Judge declared a local state of disaster for a public health emergency in relation to COVID-19.

On March 13, 2020, the Governor of the State of Texas declared a state of disaster and the President of the United States declared a national emergency in relation to COVID-19. The Governor of Texas, on March 13, 2020, invoked Texas Government Code § 418.017 in his state- wide disaster declaration to "authorize the use of all available resources of state government and of political subdivisions that are reasonably necessary to cope with this disaster."

Some local governments and residents have experienced extraordinary economic strain due to state and local regulations related to the COVID-19 pandemic. County finds that the expenditure of public funds in support of the operations of the District, especially in this time of a pandemic crisis, accomplishes a valid public purpose of protecting the Caldwell County economy and the economic welfare of the residents of Caldwell County.

The Parties desire to enter into this Agreement for these purposes.

AGREEMENT

PART 1- TRANSACTIONAL REQUIREMENTS

1. TERM:

Although expenditures made on and after March 1, 2020 are reimbursable under this Agreement, the term begins on the day this Agreement is last executed by the Parties and continues until March 31, 2021 or until all services have been rendered, the CRF Funding under this Agreement is distributed and all audits and reviews of the expenditures of CRF Funding are completed by the federal government, unless terminated earlier under any provision of it.

2. DEFINITIONS:

2.1 "CARES Act" means the federal Coronavirus Aid, Relief, and Economic Security Act.

2.2 "CRF Funding" means funds up to the Not to Exceed Amount under this Agreement provided to District by County from the funding County has received from the United States Department of the Treasury from the Coronavirus Relief Fund created pursuant to the CARES Act.

2.3 "Eligible COVID-19 Expenditures" means necessary expenditures incurred due to the public health emergency caused by the coronavirus pandemic that meet the criteria in this Agreement, in the Treasury CRF Guidance, in the CARES ACT, Direct Costs Program, and in the Social Security Act, section 601(d) which requires that the expenditures:

2.3.1 Are necessary expenditures incurred due to the public health emergency with the coronavirus Disease 2019 (COVID-19),

2.3.2 Were not accounted for in the District budget as of March 27, 2020, the date the CARES Act was enacted, and.

2.3.3 Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

2.4 "Expense Documentation" means complete, accurate itemized invoices, receipts for services, goods, or benefits, and management fees, and other appropriate supporting documentation, including but not limited to an image of District bank records showing payment by District for the Proposed District Program.

2.5 "Proposed District Program" means the project to support distance learning in Luling Independent School District in connection with school closings to enable compliance with COVID-19 precautions and to support telework capabilities for school district employees in support of distance learning.

2.6 "Public Information Act" means Texas Government Code, Chapter 552.

2.7 "Records" means any invoices, receipts, and other appropriate supporting documentation, papers, reports, records, books, data, and other documents that are reasonably pertinent to the fulfillment of the requirements of this Agreement.

2.8 "Treasury CRF Guidance" means the *Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments* from the United States Department of the Treasury, April 22, 2020, and any updated version of this guidance ; *Coronavirus Relief Fund Frequently Asked Questions Updated as of May 28, 2020*, and any updated version of this guidance; and any additional guidance or regulations about the use of CRF funding provided by the United States Department of the Treasury before December 31, 2020.

2.9 "Working Day" means Monday through Friday except for days that County has designated as holidays or that District has designated as holidays.

3. INCORPORATED DOCUMENTS:

3.1 The following documents are incorporated by reference as if fully reproduced in this Agreement:

3.1.1 **Exhibit A-** *Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments* from the United States Department of the Treasury, April 22, 2020; and *Coronavirus Relief Fund Frequently Asked Questions Updated as of May 28, 2020*; all provided by the United States Department of the Treasury, as automatically amended by 3.2 when updated.

3.1.2 **Exhibit B-** COVID-19 Response Recovery Uses of Coronavirus Relief Fund, as updated on the Planning and Budget web page for compliance with the most recent advice from the United States Department of the Treasury.

3.1.3 **Exhibit C-** Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contractor.

3.1.4 **Exhibit D-** Federal Anti-Lobbying Certification.

3.2 If the United States Congress, the United States Department of the Treasury, the executive branch of the federal government, the federal judiciary, or any other federal agency with jurisdiction issues any further guidance or regulations on the appropriate use of the CRF funds, that further guidance shall be automatically incorporated into this Agreement as if included in this description of **Exhibit A** without the need for a formal amendment.

4. ORDER OF PRECEDENCE:

If there is any conflict or inconsistency between the provisions of this Agreement or any incorporated or referenced document, that conflict or inconsistency shall be resolved in the

following order of precedence:

- 4.1 This Agreement and any subsequent amendments;
- 4.2 Exhibit A.
- 4.3 Exhibit B.

5. REPRESENTATIONS AND WARRANTIES OF DISTRICT:

5.1 The District represents and warrants that the District will use all of the CRF Funding being transferred to it for necessary expenditures incurred due to the public health emergency caused by the coronavirus pandemic and that these expenditures will meet the following criteria of section 601(d) of the Social Security Act:

5.1.1 Are necessary expenditures incurred due to the public health emergency with the coronavirus Disease 2019 (COVID-19),

5.1.2 Were not accounted for in the District budget as of March 27, 2020, the date the CARES Act was enacted, and

5.1.3 Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

5.2 The District represents and warrants that District does not intend to and will not use the CRF Funding being transferred to it to fill shortfalls in the District's revenue to cover expenditures that would not otherwise qualify as an eligible expenditure.

5.3 The District represents and warrants that the District will pay any CRF Funding that are not used or that the United States Department of the Treasury determines has not been spent in compliance with this Agreement and the criteria of section 601(d) of the Social Security Act.

6. DISTRICT'S SCOPE OF SERVICES AND OBLIGATIONS:

6.1 Nature of Funding.

6.1.1 The District acknowledges and recognizes that the source of the CRF Funding is the County through Caldwell County's CARES Act allocation for public programs or initiatives eligible under the CARES Act.

6.1.2 The District receives the CRF Funding from County as a sub-recipient. As a sub-recipient of CARES Act funding the District acknowledges that its use of the funds is subject to the same terms and conditions as County's use of these such funds and the terms and conditions of this Agreement. The District agrees to strictly comply with all terms and conditions of the CARES Act funding, and to pay County for any repayments, penalties, or interest incurred as a result of District's failure to comply with all terms and conditions of the CARES Act funding. Funds spent

in non-compliance with the CARES Act are subject to recapture for return to the Direct Costs Program, for return to the United States Department of the Treasury, and return to the County unless the funds are used for other eligible expenses upon approval from the County and United States Department of the Treasury.

6.2 Transfer of CRF Funding.

6.2.1 Separate Account. District shall create a separate, segregated account solely for holding and disbursing the CRF Funding.

6.2.2 Interest Used as Principle. If CRF Funding is deposited into an interest-bearing account or invested, the District must treat all interest earned and all proceeds of investment as if it were CRF Funding received from County and use it exclusively for Eligible COVID-19 Expenditures paid and incurred on or after March 1, 2020, and on or before December 30, 2020. CRF Funding is not subject to the Cash Management Improvement Act of 1990, as amended.

6.2.3 Taxpayer Identification. Before any CRF Funding is are payable, the District shall provide the County Auditor with an Internal Revenue W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations.

6.2.4 Payment by Check. Upon submission of Expense Documentation related to the Proposed District Program and approval by County, County will issue a check to District reimbursing Eligible COVID-19 Expenditures up to the amount set out in Section 7.2, below. County agrees to issue a check payable to Luling Independent School District, which will be mailed to:

Luling Independent School District
419 Bois D'Arc Street
Luling, Texas 78644

To the extent funds are available, and provided County has received all necessary Expense Documentation, County agrees to issue the check no later than December 15, 2020.

6.2.5 District must send requests for reimbursement with all necessary Expense Documentation to:

Caldwell County Judge
110 S. Main Street
Lockhart, Texas 78644

6.3 Request for CRF Funding.

6.3.1 District will submit all required documentation to show expenses and payment for the Proposed District Program.

6.4 Use of CRF Funding.

6.4.1 The District shall use all CRF Funding exclusively for Eligible COVID-19 Expenditures paid and incurred on or after March 1, 2020, and on or before December 30, 2020 in compliance with this Agreement.

6.4.2 County may use its CRF Funding to reimburse itself for Eligible COVID-19 Expenditures paid and incurred on or after March 1, 2020, and on or before December 30, 2020.

6.5 District's Obligations relating to its Use of the CRF Funding.

6.5.1 District shall coordinate with the County any public programs or initiatives so that no duplication of services, initiatives, or programs occurs.

6.5.2 District shall reimburse and return to the CRF Funding account within thirty days of notice by County any portion of the CRF Funding that the County or the U.S. Department of the Treasury, or their designees deem was not used for Eligible COVID-19 Expenditures, or not used pursuant to the terms of this Agreement. If District's CRF Funding account is already closed out, District shall reimburse and return any portion of the CRF Funding that the U.S. Department of the Treasury, or their designees deem was not used for Eligible COVID-19 Expenditures, or not used pursuant to the terms of this Agreement within thirty (30) days of notice by County.

6.5.3 District shall document and justify that each expenditure from its CRF Funding was an Eligible COVID-19 Expenditure in compliance with sections 8 and 13. District shall keep Records sufficient to demonstrate that the CRF Funding has been used in accordance with the Social Security Act, section 601(d) and the Treasury CRF Guidance. District shall keep the Expense Documentation for a minimum of seven (7) years after the close of the federal **Direct Costs Program** under the CARES Act.

6.5.4 District shall allow inspection of all Expense Documentation and Records related to its expenditure of its CRF Funding under this Agreement and the United States Department of the Treasury upon reasonable request in compliance with sections 8 and 13.

6.7 Attorney's Fees and Costs. District shall pay County's reasonable and necessary attorney's fees and costs if County is required to undertake litigation against District to enforce the terms of this Agreement to the extent allowed by law and the County prevails in litigation.

6.8 Subsequent Direct Federal Funding for County. If the United States Congress enacts additional statutes that provide funding to District for responses to the COVID-19 disaster, there is a risk that District's use of that funding may change the eligibility of claims previously reimbursed by County. District shall ensure that its use of that new federal funding does not result in a change in the determination of whether the expenditures reimbursed to District by County are compliant with the CARES Act and the Treasury CRF Guidance. If they are no longer compliant, the District must pay back the reimbursement to County, as applicable, can either use the funding for another

compliant use or pay that portion of the CRF funds back to the United States Department of the Treasury.

7. SUPERVISION OF CARES ACT FUNDS:

7.1 Supervision. The District understands and recognizes that the Caldwell County Auditor in consultation with any County consultant for maximizing the efficiency and effectiveness of County's response shall maintain supervisory control of the ultimate reimbursement from CRF Funding for funds County has disbursed. District agrees that it is District's responsibility to submit requests for reimbursement to County for use of CARES Act funds under this Agreement and that County has no liability or control over District's submission to County.

7.2 Requirements for Reimbursement. County shall reimburse the District, to the extent funds are available, in an aggregate amount up to District's Not to Exceed Amount which is **seventy-three thousand one hundred fifty nine Dollars and fifty Cents (\$73,159.50)** for the Proposed District Program if the District:

7.2.1 Requests reimbursement for the specific Proposed District Program approved by the County;

7.2.2 District provides supporting documentation to show expenses incurred for the Proposed District Program.

7.2.3 District complies with the reporting requirements in this Agreement on a timely basis;

7.2.4 District certifies that none of the amounts submitted for reimbursement were:

7.2.4.1 Included in District's budget approved before March 27, 2020 or

7.2.4.2 Used directly or indirectly (such as assistance with payment of ad valorem taxes) to replace District's revenue lost as a result of the COVID -19 disaster.

7.2.4.3 District received funding or was reimbursed for the expended amounts from another federal or state grant or other source other than general District revenues.

8. REPORTING REQUIREMENTS AND ACCOUNTABILITY:

8.1 Required Documentation. District must submit complete, accurate Expense Documentation as required by Caldwell County Auditor, following the completion of the services or activity and disbursement of the funds related to them. Specifically, District shall itemize the Expense Documentation. Within the Expense Documentation, District must include invoices from subcontractors and suppliers, if any.

8.2 Timing of Submission. District understands and acknowledges that all Expense Documentation must be submitted to County before December 15, 2020.

8.3 Maintenance and Retention of Records. District shall keep and maintain its Records that are reasonably pertinent to the fulfillment of the requirements of this Agreement in standard accounting form. District shall make these Records available in Caldwell County for inspection by County or authorized and federal personnel upon request. District must keep and maintain these Records for at least seven (7) years after termination or expiration of this Agreement. If any litigation, claim, or audit involving these Records begins before that specified time period expires, District must keep these Records after the seven (7) years and until all litigation, claims, or audit findings are resolved. **District is strictly prohibited from destroying or discarding any Records reasonably pertinent to the fulfillment of the requirements of this Agreement, unless the time period for maintaining them under this subsection 8.3 has lapsed. Destruction is deemed non-compliance.**

8.4 Federal Accounting Requirements. District acknowledges that CRF Funding payments are considered to be "other financial assistance" under 2 C.F.R. § 200.40 and County is subject to the following federal accounting requirements under CFDA #21.019:

8.4.1 a single audit pursuant to the Single Audit Act (31 U.S.C. §§ 7501-7507) or a program specific audit pursuant to 2 C.F.R. § 200.501(a), if District as a sub-recipient has spent \$750,000 or more in federal awards during its fiscal year, and

8.4.2 the following requirements in the Uniform Guidance (2 C.F.R. Part 200):

8.4.2.1 2 C.F.R. § 200.303 regarding internal controls,

8.4.2.2 §§ 200.330 through 200.332 regarding sub-recipient monitoring and management, and

8.4.2.3 subpart F regarding audit requirements.

8.5 Access to Records and Audit. District grants County, any of its duly authorized representatives, and any authorized representative of the Federal Government the right to timely and unrestricted access to any District Records that are pertinent to the fulfillment of the requirements of this Agreement, to perform audits, examinations, excerpts, transcripts, and to substantiate the provision of services under this Agreement. District shall furnish all Records to authorized County and federal personnel in Caldwell County, Texas, at reasonable times and within reasonable periods. This right also includes the right to timely and reasonable access to District's personnel for the purpose of reviewing, interviewing, evaluating, monitoring and making copies of Records related to these audits and examinations. The Caldwell County Auditor, her delegates or assigns, and those of any other governmental entity approved by County have the unrestricted right to audit all Records that are reasonably pertinent to the fulfillment of the requirements of this Agreement.

8.6 Requirement to Address Audit Findings.

8.6.1 If any audit, monitoring, investigations, review of awards, or other compliance review reveals any discrepancies, inadequacies, or deficiencies which are necessary to correct

in order to maintain compliance with this Interlocal Agreement, applicable laws, regulations, or the District's obligations hereunder, District agrees to propose and submit to County a corrective action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the District's receipt of the findings. District's corrective action plan is subject to the approval of County.

8.6.2. District understands and agrees that District must make every effort to address and resolve all outstanding issues, findings, or actions identified by the Caldwell County Auditor or County through the corrective action plan or any other corrective plan. Failure to promptly and adequately address these findings may result in CRF Funding being withheld, other related requirements being imposed, or other sanctions and penalties. District agrees to complete any corrective action approved by County within the time period specified by County and to the satisfaction of County, at the sole cost of District. District shall provide to County periodic status reports regarding District's resolution of any audit, corrective action plan, or other compliance activity for which District is responsible.

8.7 Ownership. All information, data, and supporting documentation that are pertinent to the fulfillment of the requirements of this Agreement remain the property of District.

9. CONFIDENTIALITY:

9.1 District shall not disclose privileged or confidential communications or information acquired during performance under this Agreement, unless authorized by law. District shall adhere to all applicable confidentiality requirements, as required by law, for performance under this Agreement.

9.2 Public Information Act. The Parties acknowledge that County and District are subject to the Texas Public Information Act. Despite any other provision, the Parties agree that if any provision of this Agreement, or other documents related to this Agreement, including any exhibit, attachment, amendment, addendum, or other incorporated document, is in conflict with the Public Information Act, that provision shall not have any force or effect. The Parties expressly acknowledge and agree that the County, Caldwell County Commissioners Court, the County Judge, any Elected County Officials, County Department Heads or County Employees may request advice, decisions and opinions of the Attorney General of Texas about the application of the Public Information Act to any item, data or information, or any software, hardware, firmware, or any part of them, or any other equipment or thing or item furnished to or in the possession or knowledge of County. The Parties further acknowledge and agree that above requestors have the right and obligation by law to rely on the advice, decisions and opinions of the Attorney General of Texas.

9.3 The Party that receives a Public Information Act request for documents related to this Agreement or any program undertaken pursuant to this Agreement shall handle that request.

10. ALLOCATION OF RISK:

THE PARTIES AGREE TO BE RESPONSIBLE EACH FOR THEIR OWN NEGLIGENT ACTS

OR OMISSIONS, OR OTHER TORTIOUS CONDUCT IN THE COURSE OF PERFORMANCE OF THIS AGREEMENT. THE PARTIES AGREE THAT ANY LIABILITY OR DAMAGES OCCURRING DURING THE PERFORMANCE OF THIS AGREEMENT CAUSED BY THE JOINT OR COMPARATIVE NEGLIGENCE OF THE PARTIES, OR THEIR EMPLOYEES, AGENTS OR OFFICERS, SHALL BE DETERMINED IN ACCORDANCE WITH COMPARATIVE RESPONSIBILITY LAWS OF TEXAS. THIS PARAGRAPH SHALL NOT BE INTERPRETED TO CREATE OR GRANT ANY RIGHTS, OR WAIVE ANY IMMUNITY, CONTRACTUAL OR OTHERWISE, IN OR TO ANY PERSONS OR ENTITIES NOT A PARTY TO THIS AGREEMENT.

11. INSURANCE:

At all times during this Agreement, County and District shall maintain insurance coverage commensurate with that Party's obligations under this Agreement in full force or, to the extent permitted by applicable laws, maintain self-funded insurance reserves commensurate with that Party's obligations under this Agreement and in accordance with sound risk management practices. County and District are responsible for the respective costs of this insurance, including any deductible amounts in any policy and any denials of coverage made by their own respective insurers.

12. EXPENSES AND TAX

12.1 Unless prior written approval by County is obtained or otherwise detailed in this Agreement, District shall be responsible for all mileage and other miscellaneous expenses related to the fulfillment of the requirements of this Agreement. Mileage and other miscellaneous expenses shall not be reimbursable or included in the Not to Exceed Amount.

12.2 County, as a political subdivision of Texas, is exempted from the payment of Texas state and local sales, excise, and use taxes pursuant to Tex. Loc. Gov't Code § 151.309, and, therefore, shall not be liable to the District for the payment of these taxes under this Agreement. County shall not reimburse District for any sales, use, personal property or other taxes attributable to periods on or after the effective date of this Agreement or based upon District's cost in its performance or acquiring products or services or materials or supplies furnished or used by District under this Agreement.

13. GENERAL FISCAL TERMS AND CONDITIONS:

13.1 Not to Exceed Amount. District understands and agrees that the maximum total amount reimbursable for the services and funds distributed through approved Proposed District Program under this Agreement shall not exceed the **Not to Exceed Amount as determined by Section 7.2, unless** a written amendment is approved by the County and is executed by the Parties. County shall not pay for any services nor distribute any funds that would cause the amounts paid under this Agreement to exceed the Not to Exceed Amount.

13.2 Transparency to Avoid Duplication of Funding. District understands and agrees that it is necessary for District to be completely transparent with County about its funding submissions for

and use of other types of grant funding to avoid duplication of reimbursements of expenditures eligible from more than one grant source. Upon request, District shall provide County the names of the alternate sources of funding and copies of all expenditures that it submits or plans to submit for funding from other sources, including other federal grants, insurance coverage and philanthropic gifts or grants.

13.3 Monitoring. The Caldwell County Auditor is responsible for monitoring reporting compliance and fiscal compliance with the Not to Exceed Amount.

13.4 Refund provision. County has the right to demand repayment of any funds paid to District that did not comply with the terms of this Agreement or that were determined by the County or the federal government to be ineligible expenditures. Upon notice by County, District shall promptly pay back any monies previously paid by County that were not in compliance with this Agreement.

13.5 Prior Debts. County shall not be liable for costs incurred or performances rendered by District before March 1, 2020 or after December 30, 2020 or for any reimbursement for services or activities not provided in compliance with this Agreement

13.6 Prevention of Fraud and Abuse. District shall establish, maintain and use internal management procedures sufficient to provide for the proper, effective management of all activities funded under this Agreement. District shall report any known or suspected incident of fraud or program abuse involving District's employees or agents immediately to the County in writing. County and District agree that every person who, as part of their employment, receives, disburses, handles or has access to funds reimbursed pursuant to this Agreement does not participate in accounting or operating functions that would permit them to conceal accounting records and the misuse of said funds.

13.7 Prompt Payment Act. District agrees that a temporary delay in making payments due to the County's accounting and disbursement procedures shall not place the County in default of this Agreement and shall not render the County liable for interest or penalties, provided the delay does not exceed thirty (30) days after its due date. Any payment not made within thirty (30) days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.

13.8 Federal Funded Agreement. This Agreement is funded by the federal government; therefore, unless otherwise stated in this Agreement District shall comply timely with any state or federal statute, rule, regulation, grant, contract provision, subsequent federal guidance or other similar restriction that imposes additional or greater requirements than stated in this Agreement that is directly applicable to the performance under this Agreement.

13.9 Fiscal Funding Clause. Despite any provision in this Agreement, the obligations of County under it are expressly contingent upon the availability of funding for each obligation in it for the duration of the Agreement. District has no right of action against County if County is unable to fulfill its obligations under this Agreement as a result of lack of funding for obligation from any source used to fund this Agreement or failure to budget funding for this Agreement during the current or future fiscal years. If County is unable to fulfill its obligations under this Agreement due to a lack of sufficient funding, or if funds become unavailable, County, at its sole discretion, may provide

funds from a separate source or may terminate this Agreement by written notice to District at the earliest possible time.

14. AMENDMENTS AND CHANGES IN THE LAW:

14.1 A modification, amendment, novation, renewal or other alteration of this Agreement shall not be effective unless mutually agreed upon in writing, approved by County and executed by the Parties.

14.2 Any alteration, addition or deletion to this Agreement which is required by changes in federal law, federal guidance, or state law are automatically incorporated into this Agreement without written amendment to it and are effective on the date designated by that law or guidance.

15. ASSIGNMENT:

District may not assign its rights and duties under this Agreement. Any assignment attempted shall be null and void.

16. SUBCONTRACTING:

The costs of any subcontracted services related to District's performance of this Agreement are included in the Not to Exceed Amount in this Agreement. If District enters into subcontracts related to its performance of this Agreement, the subcontracts must be in writing and subject to all requirements in this Agreement. District acknowledges that it is solely responsible to County for the performance of this Agreement. District shall pay all subcontractors in a timely manner.

17. REMEDIES AND WAIVER OF BREACH:

17.1 County and District both have a duty to mitigate damages.

17.2 The rights and remedies in this Agreement are cumulative, and either Party's use of any right or remedy does not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the Parties may have by law or statute or in equity, including injunctive relief. Pursuit of any remedy is not a forfeiture or waiver of any obligation of a defaulting Party under this Agreement or of any damages accruing by reason of the default.

17.3 Any waiver of any breach or any provision of this Agreement must be in writing. It is not a waiver of default if the non-defaulting Party does not declare a default immediately or delays in taking any action. The waiver of any provision or any breach of this Agreement shall not be deemed or interpreted to be a waiver of any other provision or any other breach of this Agreement.

18. REMEDIES FOR NON-COMPLIANCE AND TERMINATION:

18.1 If County determines that District materially fails to comply with any term of this Interlocal Agreement, whether stated in a federal or state statute or regulation, an assurance, certification, or any other applicable requirement, County, in its sole discretion may take actions including:

- 18.1 Temporarily withholding cash payments pending correction of the deficiency;
- 18.2 Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;
- 18.3 Disallowing claims for reimbursement;
- 18.4 Wholly or partially suspending or terminating this Interlocal Agreement;
- 18.5 Requiring return or offset of previous reimbursements;
- 18.6 Prohibiting the District from applying for or receiving additional funds for other grant programs administered by County until repayment to County is made and any other compliance or audit finding is satisfactorily resolved;
- 18.7 Reducing the grant award maximum liability of County;
- 18.8 Terminating this Interlocal Agreement;
- 18.9 Imposing a corrective action plan;
- 18.10. Withholding further awards; or
- 18.11 Taking other remedies or appropriate actions.

District costs resulting from obligations incurred during a suspension or after termination of this Interlocal Agreement are not allowable unless County expressly authorizes them in the notice of suspension or termination or subsequently. County, at its sole discretion, may impose sanctions without first requiring a corrective action plan.

18.2 Suspension. If County desires to suspend the reimbursements or services under this Agreement, but not terminate it, County may issue a written order to stop work. The written order shall set out the terms of the suspension. District shall stop all work pursuant to this Agreement and will cease to incur costs or disburse funds during the suspension. District may resume services and disbursements when notified by County in a written authorization that the suspension is lifted. If a change in the terms and conditions of reimbursement under this Agreement is necessary because of a suspension, the Parties will approve and execute a mutually agreed amendment.

18.3 Termination. At its option and without prejudice to any other remedy to which it may be entitled to at law or in equity, or elsewhere in this Agreement, County may terminate this Agreement, in whole or part, with or without cause, by giving thirty (30) days prior written notice to District and District shall cease all performances and disbursement of CRF funding under this Agreement to the extent specified in the notice of termination and on the date specified in the notice or on the date of termination. Upon receipt of the notice, District shall not incur any new obligations or perform any additional services and shall cancel any outstanding obligations related to services or benefits to be provided. County's termination of this Agreement shall not subject County to liability for any reason.

18.3.1 Without Cause: Each Party may terminate this Agreement, in whole or in part, without cause, upon thirty (30) days prior written notice to the other Party.

18.3.2 With Cause: County has the right to terminate this Agreement immediately, in whole or in part, at its sole discretion, by giving written notice to District and District shall cease all performances and disbursements of CRF funding under this Agreement on the date specified in the notice for the following reasons:

18.3.2.1 Non-performance by District or District's failure or inability to perform or substantially perform under this Agreement within the time specified, for whatever reason, including due to judicial order, injunction or any other court proceeding;

18.3.2.2 District's improper use, misuse, or inept use of CRF Funding under this Agreement;

18.3.2.3 District's submission of Expense Documentation and/or reports that are incorrect, incomplete, or false in any way; or

18.3.2.4 District's failure to comply with the reporting requirements, the specifications of the Proposed District Program approved by the County under this Agreement, applicable federal, state, or local laws, rules, regulations and ordinances, or any other provision stated in this Agreement.

19. NOTICE:

19.1 Method. Any notice to be given under this Agreement is deemed to have been given if given in writing and delivered in person or mailed by overnight or Registered Mail, postage pre- paid, to the party who is to receive the notice at the addresses stated in 19.2. Such notice is deemed to have been given three (3) Working Days after the date it was delivered or mailed.

19.2 Addresses for Notice.

COUNTY:

Caldwell County Judge
110 S. Main Street
Lockhart, Texas 78644

DISTRICT:

Luling Independent School District
212 E. Bowie
Luling, Texas 78648

19.3 Change of Address. Each Party may change its address for notice by giving Notice of the new address. County and Contractor shall give notice to each other of any change in its address, including a change in the person to whom attention is directed, within fifteen (15) Days of the change.

20. IMMUNITY:

20.1 County Immunity. This Agreement is expressly made subject to County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code and all applicable federal and state law. The Parties expressly agree that no provision of this Agreement is in any way intended to

constitute a waiver of any immunities from suit or from liability that the District and/or County have by operation of law.

20.2 **District Waiver of Sovereign Immunity.** In consideration of County providing the CRF Funding to enable District to serve residents and government employees within the portion of District's jurisdiction within Caldwell County and to the extent that District may be or become entitled to claim for itself or its property or revenues any immunity on the ground of sovereignty or the like from suit, court jurisdiction, attachment prior to judgment, attachment in aid of execution of a judgment or execution of a judgment, and to the extent that in any such jurisdiction there may be attributed such an immunity (whether or not claimed), District hereby irrevocably and unconditionally agrees not to claim and hereby irrevocably waives such immunity with respect to the obligations under this Agreement and in particular the obligations to return CRF Funding to County if funds are not expended by December 15, 2020 or if any expenditures are determined by County or the United States Department of the Treasury, at any time, not to comply with the requirements in the CARES Act or under this Agreement. In addition, District acknowledges that this waiver of immunity is material to the formation of this Agreement, and is intended to be and is a clear and unambiguous waiver of any immunity from both suit and liability that District may have for recovery by County of CFR Funding provided by and through the County under this Agreement.

21. COMPLIANCE WITH LAWS:

District shall comply with all federal, state, and local statutes, ordinances, rules, regulations and federal Executive Orders applicable to the performance of this Agreement. District is responsible for ensuring this compliance.

22. BINDING AGREEMENT:

This Agreement is binding upon County and District and their respective heirs, successors, executors, administrators and assigns.

23. INTERPRETATIONAL GUIDELINES:

23.1 **Contra Proferentem.** The doctrine of contra proferentem shall not apply to this Agreement. If an ambiguity exists in this Agreement, the Agreement shall not be interpreted against the Party that drafted the Agreement and that Party is not responsible for the language used.

23.2 **Law and Venue.** The laws of the State of Texas and the CARES Act and the Treasury CRF Guidance and any applicable guidance from the Federal Government or Federal Agency related to the CRF or the CARES Act govern the interpretation of this Agreement. All obligations under this Agreement are performable in Caldwell County, Texas. The state or federal courts in Caldwell County shall be the sole and exclusive venue for any litigation between the Parties based on this Agreement.

23.3 **Severability.** If any portion of this Agreement is ruled invalid or unenforceable by a court of

competent jurisdiction, the remainder of the Agreement remains valid and enforceable.

23.4 Interpretation of Time. All times stated in this Contract, are stated in Central Time. Standard and Daylight Savings are applied based on the time in Lockhart, Texas on the stated date. In computing periods of time under this Contract, exclude the first Day and include the last Day. If the last Day is not a Working Day, extend the period until the next Working Day.

23.5 Number and Gender. The singular includes the plural and the plural includes the singular. Words of one gender include the other genders.

23.6 Headings. The headings and titles in this Agreement are for convenience only and are not to be used in interpreting this Contract.

24. PERSONS NOT A PARTY NOT TO BENEFIT:

The obligations of each Party to this Agreement shall inure solely to the benefit of the other Party, and no other person or entity may be a third person beneficiary of this Agreement or have any right to enforce any obligation created or established under it.

25. ENTIRE AGREEMENT:

This Agreement including the Exhibits incorporated as a part of it are the entire agreement relating to the subject matter of it between the Parties and supersedes any other agreement about the subject matter of this transaction, whether oral or written, and except otherwise provided herein, this Agreement may not be modified. Each Party acknowledges that the other Party, or anyone acting on behalf of the other Party has not made any representations, inducements, promises or agreements, orally or otherwise, unless those representations, inducements, promises or agreements are stated in this Agreement, expressly or by incorporation.

26. INDEPENDENT CONTRACTOR:

District, including its employees, agents and licensees, is an independent contractor and not an agent, servant, joint venture or employee of County. District is responsible for its own acts, omissions, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of services or disbursement of funds under this Agreement. District is specifically responsible for supervision and inspection to ensure compliance in every respect with the requirements of this Agreement. There shall be no contractual relationship between County and any subcontractor, agent, employee or supplier of District by virtue of this Agreement.

**PART 2 - MISCELANEOUS FEDERAL
MANDATES**

1. CIVIL RIGHTS AND EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Agreement, District agrees as follows:

1.1 District will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. District will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. This action includes, but is not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. District agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

1.2 District will, in all solicitations or advertisements for employees placed by or on behalf of District, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

1.3 District will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising these labor union or workers' representatives of District's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

1.4 District will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

1.5 District will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant to it, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with these rules, regulations, and orders.

1.6 If District is not compliant with the nondiscrimination clauses of this Agreement or with any of these rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and District may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

1.7 District will include the portion of the sentence immediately preceding paragraph 1.1 and the provisions of paragraphs 1.1 through 1.7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that these provisions will be binding upon each sub-recipient or vendor. District will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the

event District becomes involved in, or is threatened with, litigation with a sub-recipient or vendor as a result of this direction by the administering agency District may request the United States to enter into such litigation to protect the interests of the United States.

1.8 List of Pertinent Nondiscrimination Authorities: District for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination based on race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and District's, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and

-Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

2. FEDERAL ANTI-LOBBYING CERTIFICATION

2.1 District agrees that its authorized official shall execute the Federal Anti-Lobbying Certification found in Exhibit D this Agreement. Exhibit D is expressly incorporated in and made a part of this Agreement.

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

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

2.4 District shall require that:

2.4.1 the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements); and

2.4.2 all sub-recipients certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. District certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, District understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

3. CERTIFICATION REGARDING DEBARMENT

3.1 Because this Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, District is required to verify that none of the contractors, its principals (defined at 2 C.F.R.

§ 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

3.2 District must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction into which it enters.

3.3 This certification is a material representation of fact relied upon by County. If it is later determined that District did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to FEMA or any other funding source and County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

3.4 District agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. District further agrees to include a provision requiring this compliance in its lower tier covered transactions

3.5 District shall complete and update a Certification Regarding Debarment on the form in Exhibit C whenever there is a change in status.

4. HIPAA COMPLIANCE

District shall ensure that the persons performing services under this Contract comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"), and 45 Code of Federal Regulations, Part 164 which forms a portion of the regulations issued under HIPAA and HITECH; the Genetic Information Nondiscrimination Act of 2008; 42 Code of Federal Regulations, Part 2 which forms the regulations on Confidentiality of Alcohol and Drug Abuse Patient Records and Tex. Health & Safety Code Ann. §§ 81.046, 181.001, 241.151, and 611.001.

5. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, District, or any other party pertaining to any matter resulting from the Agreement.

6. FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS

6.1 District acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to County's actions pertaining to this Agreement.

6.2 False Statements by District. By acceptance of this Interlocal Agreement, District makes all the statements, representations, warranties, guarantees, certifications and affirmations included in this Interlocal Agreement. If applicable, District will comply with the requirements of 31 USC§ 3729, which set forth that recipients of federal payments shall not submit a false claim for payment. If any of the statements, representations, certifications, affirmations, warranties, or guarantees are false or if the District signs or executes the Interlocal Agreement with a false statement or it is subsequently determined

that District has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this Interlocal Agreement, then District may consider this act a possible default under this Interlocal Agreement and may terminate or void this Interlocal Agreement for cause and pursue other remedies available to District under this Interlocal Agreement and applicable law. False statements or claims made in connection with District grants may result in fines, imprisonment, and debarment from participating in federal grants or contract, and/or other remedy available by law, potentially including the provisions of 38 USC §§ 3801-3812, which details the administrative remedies for false claims and statements made.

7. COMPLIANCE WITH THE AGREEMENT WORK HOURS AND SAFETY STANDARDS ACT

7.1 Overtime requirements. No Contractor or Sub-recipient contracting for any part of the Agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

7.2 Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section (29 C.F.R. Sec. 5.5) the District and any Sub-recipient responsible therefor shall be liable for the unpaid wages. In addition, such District, and Sub-recipient shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section (29 C.F.R. Sec. 5.5), in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section (29 C.F.R. Sec. 5.5).

7.3 Withholding for unpaid wages and liquidated damages. The Federal Emergency Management Agency or any other funding source or its loan or grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by District or Sub-recipient under any such contract or any other Federal contract with the same prime District, or any other federally-assisted contract subject to the Agreement Work Hours and Safety Standards Act, which is held by the same prime District, such sums as may be determined to be necessary to satisfy any liabilities of such District or Sub-recipient for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section (29 C.F.R. Sec. 5.5)

7.4 Subcontracts. District or Sub-recipient shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section (29 C.F.R. Sec. 5.5) and also a clause requiring the Sub-recipients to include these clauses in any lower tier subcontracts. The prime District shall be responsible for compliance by any Sub-recipient or lower tier sub-recipient with the clauses set forth in paragraphs (b)(1) through (4) of this section

8. CLEAN AIR ACT

8.1 District agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

8.2 District agrees to report each violation to the County and understands and agrees that County will, in turn, report each violation to County and County may report each violation as required to assure notification to the Federal Emergency Management Agency or any other funding source, and the appropriate Environmental Protection Agency Regional Office.

8.3. District agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or any other funding source.

9. FEDERAL WATER POLLUTION CONTROL ACT

9.1. District agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

9.2. District agrees to report each violation to the County and understands and agrees that County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or any other funding source, and the appropriate Environmental Protection Agency Regional Office.

9.3. District agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or any other funding source.

10. PROCUREMENT OF RECOVERED MATERIALS

10.1 In the performance of this Agreement, District shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired-

10.1.1 Competitively within a timeframe providing for compliance with the contract performance schedule;

10.1.2 Meeting contract performance requirements; or

10.1.3 At a reasonable price.

10.2 Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

11. PROHIBITED COSTS

CRF Funding may not be used in connection with the following acts by District or individuals employed by CRF Funding:

A. Funds may not be used to fill shortfalls in government revenue to cover expenditures that

would not otherwise qualify under the statute. Revenue replacement is not a permissible use of the CRF Funding.

- B. Damages covered by insurance.
- C. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
- D. Duplication of benefits including expenses that have been or will be reimbursed under any other federal program.
- E. Reimbursement to donors for donated items or services.
- F. Workforce bonuses other than hazard pay or overtime.
- G. Severance pay.
- H. Legal settlements.

12. REQUIRED DOCUMENTATION

Funding for this Interlocal Agreement is appropriated under the Coronavirus Aid, Relief, and Economic Security Act, 2020 (Public Law 116-136) enacted on March 27, 2020, as amended, to facilitate protective measures for and recovery from the public health emergency in areas affected by COVID-19, which are Presidentially declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). All expenditures under this Interlocal Agreement must be made in accordance with this Interlocal Agreement and any other applicable laws, rules or regulations. Further, District acknowledges that all funds are subject to recapture and repayment for non-compliance.

Part 3 -APPLICABLE STATE STATUTES

1. PUBLIC INFORMATION AND MEETINGS

1.1 District acknowledges that the County, a political subdivision of the State of Texas, and this Interlocal Agreement are subject to the Texas Public Information Act, Texas Government Code Chapter 552 (the "PIA").

1.2 District acknowledges that County will comply with the PIA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas.

1.3 District acknowledges that information created or exchanged in connection with this Interlocal Agreement, including all reimbursement Expense Documentation submitted to County, is subject to the PIA, whether created or produced by the County or any third party, and the County agrees that information not otherwise excepted from disclosure under the PIA, will be available in a format that is accessible by the public at no additional charge to the County, or United States Department of the Treasury.

1.4 District will cooperate with County in the production of documents or information responsive to a request for information.

2. E-VERIFY

By entering into this Interlocal Agreement, District certifies and ensures that it utilizes and will

continue to utilize, for the term of this Interlocal Agreement, the U.S. Department of Homeland Security's e-Verify system to determine the eligibility of (a) all persons employed during the contract term to perform duties within Texas; and (b) all persons (including subcontractors) assigned by the District pursuant to the Interlocal Agreement.

3. ENERGY CONSERVATION

If applicable, District agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

4. NEPOTISM

District shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the District's governing body or of the District's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

5. CHILD PROTECTION

5.1 District shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.

5.2 District shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. District shall also ensure that all program personnel are properly trained and aware of this requirement.

6. WORKPLACE PROTECTION

6.1 District shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

6.2 District shall comply with the Drug-Free Workplace Rules established by the Texas Worker's Compensation Commission effective April 17, 1991.

Part 4 - SIGNATURES AND EXHIBITS

1. DUPLICATE ORIGINALS:

This Agreement may be executed in duplicate originals and is effective when executed by both Parties.

2. SIGNATORY WARRANTY

The persons signing this Agreement for the Parties represent and warrant that they are officers of entity for which they have executed this Agreement and that they have full and complete authority to enter into this Agreement on behalf of their respective entity and that their executions are the acts of the Parties involved and have been delivered and constitute legal, valid and binding obligations of the respective Parties.

3. ACCEPTANCES

By their signatures below, the duly authorized representatives of District and County accept the terms of this Agreement in full.

Caldwell County

Luling Independent School District

Hoppy Haden
Caldwell County Judge
Date: _____

Erin Warren
Superintendent, Luling ISD
Date: _____

**Coronavirus Relief Fund
Guidance for State, Territorial, Local, and Tribal Governments
Updated September 2, 2020¹**

The purpose of this document is to provide guidance to recipients of the funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”). The CARES Act established the Coronavirus Relief Fund (the “Fund”) and appropriated \$150 billion to the Fund. Under the CARES Act, the Fund is to be used to make payments for specified uses to States and certain local governments; the District of Columbia and U.S. Territories (consisting of the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands); and Tribal governments.

The CARES Act provides that payments from the Fund may only be used to cover costs that—

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.²

The guidance that follows sets forth the Department of the Treasury’s interpretation of these limitations on the permissible use of Fund payments.

Necessary expenditures incurred due to the public health emergency

The requirement that expenditures be incurred “due to” the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred to allow the State, territorial, local, or Tribal government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

The statute also specifies that expenditures using Fund payments must be “necessary.” The Department of the Treasury understands this term broadly to mean that the expenditure is reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending Fund payments.

¹ On June 30, 2020, the guidance provided under “Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020” was updated. On September 2, 2020, the “Supplemental Guidance on Use of Funds to Cover Payroll and Benefits of Public Employees” and “Supplemental Guidance on Use of Funds to Cover Administrative Costs” sections were added.

² See Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

Costs not accounted for in the budget most recently approved as of March 27, 2020

The CARES Act also requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget *or* (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The “most recently approved” budget refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020

Finally, the CARES Act provides that payments from the Fund may only be used to cover costs that were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020 (the “covered period”). Putting this requirement together with the other provisions discussed above, section 601(d) may be summarized as providing that a State, local, or tribal government may use payments from the Fund only to cover previously unbudgeted costs of necessary expenditures incurred due to the COVID-19 public health emergency during the covered period.

Initial guidance released on April 22, 2020, provided that the cost of an expenditure is incurred when the recipient has expended funds to cover the cost. Upon further consideration and informed by an understanding of State, local, and tribal government practices, Treasury is clarifying that for a cost to be considered to have been incurred, performance or delivery must occur during the covered period but payment of funds need not be made during that time (though it is generally expected that this will take place within 90 days of a cost being incurred). For instance, in the case of a lease of equipment or other property, irrespective of when payment occurs, the cost of a lease payment shall be considered to have been incurred for the period of the lease that is within the covered period but not otherwise. Furthermore, in all cases it must be necessary that performance or delivery take place during the covered period. Thus the cost of a good or service received during the covered period will not be considered eligible under section 601(d) if there is no need for receipt until after the covered period has expired.

Goods delivered in the covered period need not be used during the covered period in all cases. For example, the cost of a good that must be delivered in December in order to be available for use in January could be covered using payments from the Fund. Additionally, the cost of goods purchased in bulk and delivered during the covered period may be covered using payments from the Fund if a portion of the goods is ordered for use in the covered period, the bulk purchase is consistent with the recipient’s usual procurement policies and practices, and it is impractical to track and record when the items were used. A recipient may use payments from the Fund to purchase a durable good that is to be used during the current period and in subsequent periods if the acquisition in the covered period was necessary due to the public health emergency.

Given that it is not always possible to estimate with precision when a good or service will be needed, the touchstone in assessing the determination of need for a good or service during the covered period will be reasonableness at the time delivery or performance was sought, *e.g.*, the time of entry into a procurement contract specifying a time for delivery. Similarly, in recognition of the likelihood of supply chain disruptions and increased demand for certain goods and services during the COVID-19 public health emergency, if a recipient enters into a contract requiring the delivery of goods or performance of services by December 30, 2020, the failure of a vendor to complete delivery or services by December 30, 2020,

will not affect the ability of the recipient to use payments from the Fund to cover the cost of such goods or services if the delay is due to circumstances beyond the recipient's control.

This guidance applies in a like manner to costs of subrecipients. Thus, a grant or loan, for example, provided by a recipient using payments from the Fund must be used by the subrecipient only to purchase (or reimburse a purchase of) goods or services for which receipt both is needed within the covered period and occurs within the covered period. The direct recipient of payments from the Fund is ultimately responsible for compliance with this limitation on use of payments from the Fund.

Nonexclusive examples of eligible expenditures

Eligible expenditures include, but are not limited to, payment for:

1. Medical expenses such as:
 - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
 - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - Costs of providing COVID-19 testing, including serological testing.
 - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
 - Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:
 - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
 - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
 - Expenses for disinfection of public areas and other facilities, *e.g.*, nursing homes, in response to the COVID-19 public health emergency.
 - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
 - Expenses for public safety measures undertaken in response to COVID-19.
 - Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
 - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
 - Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
 - Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
 - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Nonexclusive examples of ineligible expenditures³

The following is a list of examples of costs that would not be eligible expenditures of payments from the Fund.

1. Expenses for the State share of Medicaid.⁴
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

³ In addition, pursuant to section 5001(b) of the CARES Act, payments from the Fund may not be expended for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death. The prohibition on payment for abortions does not apply to an abortion if the pregnancy is the result of an act of rape or incest; or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed. Furthermore, no government which receives payments from the Fund may discriminate against a health care entity on the basis that the entity does not provide, pay for, provide coverage of, or refer for abortions.

⁴ See 42 C.F.R. § 433.51 and 45 C.F.R. § 75.306.

4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.

Supplemental Guidance on Use of Funds to Cover Payroll and Benefits of Public Employees

As discussed in the Guidance above, the CARES Act provides that payments from the Fund must be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. As reflected in the Guidance and FAQs, Treasury has not interpreted this provision to limit eligible costs to those that are incremental increases above amounts previously budgeted. Rather, Treasury has interpreted this provision to exclude items that were already covered for their original use (or a substantially similar use). This guidance reflects the intent behind the Fund, which was not to provide general fiscal assistance to state governments but rather to assist them with COVID-19-related necessary expenditures. With respect to personnel expenses, though the Fund was not intended to be used to cover government payroll expenses generally, the Fund was intended to provide assistance to address increased expenses, such as the expense of hiring new personnel as needed to assist with the government's response to the public health emergency and to allow recipients facing budget pressures not to have to lay off or furlough employees who would be needed to assist with that purpose.

Substantially different use

As stated in the Guidance above, Treasury considers the requirement that payments from the Fund be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020, to be met if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget *or* (b) the cost is for a *substantially different use* from any expected use of funds in such a line item, allotment, or allocation.

Treasury has provided examples as to what would constitute a substantially different use. Treasury provided (in FAQ A.3) that costs incurred for a substantially different use would include, for example, the costs of redeploying educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty's ordinary responsibilities.

Substantially dedicated

Within this category of substantially different uses, as stated in the Guidance above, Treasury has included payroll and benefits expenses for public safety, public health, health care, human services, and similar employees whose services are *substantially dedicated* to mitigating or responding to the COVID-19 public health emergency. The *full amount* of payroll and benefits expenses of substantially dedicated employees may be covered using payments from the Fund. Treasury has not developed a precise definition of what "substantially dedicated" means given that there is not a precise way to define this term

across different employment types. The relevant unit of government should maintain documentation of the “substantially dedicated” conclusion with respect to its employees.

If an employee is not substantially dedicated to mitigating or responding to the COVID-19 public health emergency, his or her payroll and benefits expenses may not be covered *in full* with payments from the Fund. A *portion* of such expenses may be able to be covered, however, as discussed below.

Public health and public safety

In recognition of the particular importance of public health and public safety workers to State, local, and tribal government responses to the public health emergency, Treasury has provided, as an administrative accommodation, that a State, local, or tribal government may presume that public health and public safety employees meet the substantially dedicated test, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise. This means that, if this presumption applies, work performed by such employees is considered to be a substantially different use than accounted for in the most recently approved budget as of March 27, 2020. All costs of such employees may be covered using payments from the Fund for services provided during the period that begins on March 1, 2020, and ends on December 30, 2020.

In response to questions regarding which employees are within the scope of this accommodation, Treasury is supplementing this guidance to clarify that public safety employees would include police officers (including state police officers), sheriffs and deputy sheriffs, firefighters, emergency medical responders, correctional and detention officers, and those who directly support such employees such as dispatchers and supervisory personnel. Public health employees would include employees involved in providing medical and other health services to patients and supervisory personnel, including medical staff assigned to schools, prisons, and other such institutions, and other support services essential for patient care (*e.g.*, laboratory technicians) as well as employees of public health departments directly engaged in matters related to public health and related supervisory personnel.

Not substantially dedicated

As provided in FAQ A.47, a State, local, or tribal government may also track time spent by employees related to COVID-19 and apply Fund payments on that basis but would need to do so consistently within the relevant agency or department. This means, for example, that a government could cover payroll expenses allocated on an hourly basis to employees’ time dedicated to mitigating or responding to the COVID-19 public health emergency. This result provides equitable treatment to governments that, for example, instead of having a few employees who are substantially dedicated to the public health emergency, have many employees who have a minority of their time dedicated to the public health emergency.

Covered benefits

Payroll and benefits of a substantially dedicated employee may be covered using payments from the Fund to the extent incurred between March 1 and December 30, 2020.

Payroll includes certain hazard pay and overtime, but not workforce bonuses. As discussed in FAQ A.29, hazard pay may be covered using payments from the Fund if it is provided for performing hazardous duty or work involving physical hardship that in each case is related to COVID-19. This means that, whereas payroll and benefits of an employee who is substantially dedicated to mitigating or responding to the COVID-19 public health emergency may generally be covered in full using payments from the Fund, hazard pay specifically may only be covered to the extent it is related to COVID-19. For example, a recipient may use payments from the Fund to cover hazard pay for a police officer coming in close

contact with members of the public to enforce public health or public safety orders, but across-the-board hazard pay for all members of a police department regardless of their duties would not be able to be covered with payments from the Fund. This position reflects the statutory intent discussed above: the Fund was intended to be used to help governments address the public health emergency both by providing funds for incremental expenses (such as hazard pay related to COVID-19) and to allow governments not to have to furlough or lay off employees needed to address the public health emergency but was not intended to provide across-the-board budget support (as would be the case if hazard pay regardless of its relation to COVID-19 or workforce bonuses were permitted to be covered using payments from the Fund).

Relatedly, both hazard pay and overtime pay for employees that are not substantially dedicated may only be covered using the Fund if the hazard pay and overtime pay is for COVID-19-related duties. As discussed above, governments may allocate payroll and benefits of such employees with respect to time worked on COVID-19-related matters.

Covered benefits include, but are not limited to, the costs of all types of leave (vacation, family-related, sick, military, bereavement, sabbatical, jury duty), employee insurance (health, life, dental, vision), retirement (pensions, 401(k)), unemployment benefit plans (federal and state), workers compensation insurance, and Federal Insurance Contributions Act (FICA) taxes (which includes Social Security and Medicare taxes).

Supplemental Guidance on Use of Funds to Cover Administrative Costs

General

Payments from the Fund are not administered as part of a traditional grant program and the provisions of the Uniform Guidance, 2 C.F.R. Part 200, that are applicable to indirect costs do not apply. Recipients may not apply their indirect costs rates to payments received from the Fund.

Recipients may, if they meet the conditions specified in the guidance for tracking time consistently across a department, use payments from the Fund to cover the portion of payroll and benefits of employees corresponding to time spent on administrative work necessary due to the COVID-19 public health emergency. (In other words, such costs would be eligible direct costs of the recipient). This includes, but is not limited to, costs related to disbursing payments from the Fund and managing new grant programs established using payments from the Fund.

As with any other costs to be covered using payments from the Fund, any such administrative costs must be incurred by December 30, 2020, with an exception for certain compliance costs as discussed below. Furthermore, as discussed in the Guidance above, as with any other cost, an administrative cost that has been or will be reimbursed under any federal program may not be covered with the Fund. For example, if an administrative cost is already being covered as a direct or indirect cost pursuant to another federal grant, the Fund may not be used to cover that cost.

Compliance costs related to the Fund

As previously stated in FAQ B.11, recipients are permitted to use payments from the Fund to cover the expenses of an audit conducted under the Single Audit Act, subject to the limitations set forth in 2 C.F.R. § 200.425. Pursuant to that provision of the Uniform Guidance, recipients and subrecipients subject to the Single Audit Act may use payments from the Fund to cover a reasonably proportionate share of the costs of audits attributable to the Fund.

To the extent a cost is incurred by December 30, 2020, for an eligible use consistent with section 601 of the Social Security Act and Treasury's guidance, a necessary administrative compliance expense that relates to such underlying cost may be incurred after December 30, 2020. Such an expense would include, for example, expenses incurred to comply with the Single Audit Act and reporting and recordkeeping requirements imposed by the Office of Inspector General. A recipient with such necessary administrative expenses, such as an ongoing audit continuing past December 30, 2020, that relates to Fund expenditures incurred during the covered period, must report to the Treasury Office of Inspector General by the quarter ending September 2021 an estimate of the amount of such necessary administrative expenses.

**Coronavirus Relief Fund
Frequently Asked Questions
Updated as of October 19, 2020¹**

The following answers to frequently asked questions supplement Treasury’s Coronavirus Relief Fund (“Fund”) Guidance for State, Territorial, Local, and Tribal Governments, updated as of September 2, 2020 (“Guidance”).² Amounts paid from the Fund are subject to the restrictions outlined in the Guidance and set forth in section 601(d) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”).

A. Eligible Expenditures

1. *Are governments required to submit proposed expenditures to Treasury for approval?*

No. Governments are responsible for making determinations as to what expenditures are necessary due to the public health emergency with respect to COVID-19 and do not need to submit any proposed expenditures to Treasury.

2. *The Guidance says that funding can be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. How does a government determine whether payroll expenses for a given employee satisfy the “substantially dedicated” condition?*

The Fund is designed to provide ready funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency. For this reason, and as a matter of administrative convenience in light of the emergency nature of this program, a State, territorial, local, or Tribal government may presume that payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise.

3. *The Guidance says that a cost was not accounted for in the most recently approved budget if the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. What would qualify as a “substantially different use” for purposes of the Fund eligibility?*

Costs incurred for a “substantially different use” include, but are not necessarily limited to, costs of personnel and services that were budgeted for in the most recently approved budget but which, due entirely to the COVID-19 public health emergency, have been diverted to substantially different functions. This would include, for example, the costs of redeploying corrections facility staff to enable compliance with COVID-19 public health precautions through work such as enhanced sanitation or enforcing social distancing measures; the costs of redeploying police to support management and enforcement of stay-at-home orders; or the costs of diverting educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty’s ordinary responsibilities.

¹ On August 10, 2020, these Frequently Asked Questions were revised to add Questions A.49–52. On September 2, 2020, Questions A.53–56 were added and Questions A.34 and A.38 were revised. On October 19, 2020, Questions A.57–59 and B.13 were added and Questions A.42, 49, and 53 were revised.

² The Guidance is available at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>.

Note that a public function does not become a “substantially different use” merely because it is provided from a different location or through a different manner. For example, although developing online instruction capabilities may be a substantially different use of funds, online instruction itself is not a substantially different use of public funds than classroom instruction.

4. *May a State receiving a payment transfer funds to a local government?*

Yes, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Department if they have not been used in a manner consistent with section 601(d) of the Social Security Act.

5. *May a unit of local government receiving a Fund payment transfer funds to another unit of government?*

Yes. For example, a county may transfer funds to a city, town, or school district within the county and a county or city may transfer funds to its State, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, a transfer from a county to a constituent city would not be permissible if the funds were intended to be used simply to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify as an eligible expenditure.

6. *Is a Fund payment recipient required to transfer funds to a smaller, constituent unit of government within its borders?*

No. For example, a county recipient is not required to transfer funds to smaller cities within the county’s borders.

7. *Are recipients required to use other federal funds or seek reimbursement under other federal programs before using Fund payments to satisfy eligible expenses?*

No. Recipients may use Fund payments for any expenses eligible under section 601(d) of the Social Security Act outlined in the Guidance. Fund payments are not required to be used as the source of funding of last resort. However, as noted below, recipients may not use payments from the Fund to cover expenditures for which they will receive reimbursement.

8. *Are there prohibitions on combining a transaction supported with Fund payments with other CARES Act funding or COVID-19 relief Federal funding?*

Recipients will need to consider the applicable restrictions and limitations of such other sources of funding. In addition, expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds, are not eligible uses of Fund payments.

9. *Are States permitted to use Fund payments to support state unemployment insurance funds generally?*

To the extent that the costs incurred by a state unemployment insurance fund are incurred due to the COVID-19 public health emergency, a State may use Fund payments to make payments to its respective state unemployment insurance fund, separate and apart from such State's obligation to the unemployment insurance fund as an employer. This will permit States to use Fund payments to prevent expenses related to the public health emergency from causing their state unemployment insurance funds to become insolvent.

10. *Are recipients permitted to use Fund payments to pay for unemployment insurance costs incurred by the recipient as an employer?*

Yes, Fund payments may be used for unemployment insurance costs incurred by the recipient as an employer (for example, as a reimbursing employer) related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

11. *The Guidance states that the Fund may support a "broad range of uses" including payroll expenses for several classes of employees whose services are "substantially dedicated to mitigating or responding to the COVID-19 public health emergency." What are some examples of types of covered employees?*

The Guidance provides examples of broad classes of employees whose payroll expenses would be eligible expenses under the Fund. These classes of employees include public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Payroll and benefit costs associated with public employees who could have been furloughed or otherwise laid off but who were instead repurposed to perform previously unbudgeted functions substantially dedicated to mitigating or responding to the COVID-19 public health emergency are also covered. Other eligible expenditures include payroll and benefit costs of educational support staff or faculty responsible for developing online learning capabilities necessary to continue educational instruction in response to COVID-19-related school closures. Please see the Guidance for a discussion of what is meant by an expense that was not accounted for in the budget most recently approved as of March 27, 2020.

12. *In some cases, first responders and critical health care workers that contract COVID-19 are eligible for workers' compensation coverage. Is the cost of this expanded workers compensation coverage eligible?*

Increased workers compensation cost to the government due to the COVID-19 public health emergency incurred during the period beginning March 1, 2020, and ending December 30, 2020, is an eligible expense.

13. *If a recipient would have decommissioned equipment or not renewed a lease on particular office space or equipment but decides to continue to use the equipment or to renew the lease in order to respond to the public health emergency, are the costs associated with continuing to operate the equipment or the ongoing lease payments eligible expenses?*

Yes. To the extent the expenses were previously unbudgeted and are otherwise consistent with section 601(d) of the Social Security Act outlined in the Guidance, such expenses would be eligible.

14. *May recipients provide stipends to employees for eligible expenses (for example, a stipend to employees to improve telework capabilities) rather than require employees to incur the eligible cost and submit for reimbursement?*

Expenditures paid for with payments from the Fund must be limited to those that are necessary due to the public health emergency. As such, unless the government were to determine that providing assistance in the form of a stipend is an administrative necessity, the government should provide such assistance on a reimbursement basis to ensure as much as possible that funds are used to cover only eligible expenses.

15. *May Fund payments be used for COVID-19 public health emergency recovery planning?*

Yes. Expenses associated with conducting a recovery planning project or operating a recovery coordination office would be eligible, if the expenses otherwise meet the criteria set forth in section 601(d) of the Social Security Act outlined in the Guidance.

16. *Are expenses associated with contact tracing eligible?*

Yes, expenses associated with contact tracing are eligible.

17. *To what extent may a government use Fund payments to support the operations of private hospitals?*

Governments may use Fund payments to support public or private hospitals to the extent that the costs are necessary expenditures incurred due to the COVID-19 public health emergency, but the form such assistance would take may differ. In particular, financial assistance to private hospitals could take the form of a grant or a short-term loan.

18. *May payments from the Fund be used to assist individuals with enrolling in a government benefit program for those who have been laid off due to COVID-19 and thereby lost health insurance?*

Yes. To the extent that the relevant government official determines that these expenses are necessary and they meet the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance, these expenses are eligible.

19. *May recipients use Fund payments to facilitate livestock depopulation incurred by producers due to supply chain disruptions?*

Yes, to the extent these efforts are deemed necessary for public health reasons or as a form of economic support as a result of the COVID-19 health emergency.

20. *Would providing a consumer grant program to prevent eviction and assist in preventing homelessness be considered an eligible expense?*

Yes, assuming that the recipient considers the grants to be a necessary expense incurred due to the COVID-19 public health emergency and the grants meet the other requirements for the use of Fund payments under section 601(d) of the Social Security Act outlined in the Guidance. As a general matter, providing assistance to recipients to enable them to meet property tax requirements would not be an eligible use of funds, but exceptions may be made in the case of assistance designed to prevent foreclosures.

21. *May recipients create a “payroll support program” for public employees?*

Use of payments from the Fund to cover payroll or benefits expenses of public employees are limited to those employees whose work duties are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

22. *May recipients use Fund payments to cover employment and training programs for employees that have been furloughed due to the public health emergency?*

Yes, this would be an eligible expense if the government determined that the costs of such employment and training programs would be necessary due to the public health emergency.

23. *May recipients use Fund payments to provide emergency financial assistance to individuals and families directly impacted by a loss of income due to the COVID-19 public health emergency?*

Yes, if a government determines such assistance to be a necessary expenditure. Such assistance could include, for example, a program to assist individuals with payment of overdue rent or mortgage payments to avoid eviction or foreclosure or unforeseen financial costs for funerals and other emergency individual needs. Such assistance should be structured in a manner to ensure as much as possible, within the realm of what is administratively feasible, that such assistance is necessary.

24. *The Guidance provides that eligible expenditures may include expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. What is meant by a “small business,” and is the Guidance intended to refer only to expenditures to cover administrative expenses of such a grant program?*

Governments have discretion to determine what payments are necessary. A program that is aimed at assisting small businesses with the costs of business interruption caused by required closures should be tailored to assist those businesses in need of such assistance. The amount of a grant to a small business to reimburse the costs of business interruption caused by required closures would also be an eligible expenditure under section 601(d) of the Social Security Act, as outlined in the Guidance.

25. *The Guidance provides that expenses associated with the provision of economic support in connection with the public health emergency, such as expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures, would constitute eligible expenditures of Fund payments. Would such expenditures be eligible in the absence of a stay-at-home order?*

Fund payments may be used for economic support in the absence of a stay-at-home order if such expenditures are determined by the government to be necessary. This may include, for example, a grant program to benefit small businesses that close voluntarily to promote social distancing measures or that are affected by decreased customer demand as a result of the COVID-19 public health emergency.

26. *May Fund payments be used to assist impacted property owners with the payment of their property taxes?*

Fund payments may not be used for government revenue replacement, including the provision of assistance to meet tax obligations.

27. *May Fund payments be used to replace foregone utility fees? If not, can Fund payments be used as a direct subsidy payment to all utility account holders?*

Fund payments may not be used for government revenue replacement, including the replacement of unpaid utility fees. Fund payments may be used for subsidy payments to electricity account holders to the extent that the subsidy payments are deemed by the recipient to be necessary expenditures incurred due to the COVID-19 public health emergency and meet the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, if determined to be a necessary expenditure, a government could provide grants to individuals facing economic hardship to allow them to pay their utility fees and thereby continue to receive essential services.

28. *Could Fund payments be used for capital improvement projects that broadly provide potential economic development in a community?*

In general, no. If capital improvement projects are not necessary expenditures incurred due to the COVID-19 public health emergency, then Fund payments may not be used for such projects.

However, Fund payments may be used for the expenses of, for example, establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity or improve mitigation measures, including related construction costs.

29. *The Guidance includes workforce bonuses as an example of ineligible expenses but provides that hazard pay would be eligible if otherwise determined to be a necessary expense. Is there a specific definition of “hazard pay”?*

Hazard pay means additional pay for performing hazardous duty or work involving physical hardship, in each case that is related to COVID-19.

30. *The Guidance provides that ineligible expenditures include “[p]ayroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.” Is this intended to relate only to public employees?*

Yes. This particular nonexclusive example of an ineligible expenditure relates to public employees. A recipient would not be permitted to pay for payroll or benefit expenses of private employees and any financial assistance (such as grants or short-term loans) to private employers are not subject to the restriction that the private employers’ employees must be substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

31. *May counties pre-pay with CARES Act funds for expenses such as a one or two-year facility lease, such as to house staff hired in response to COVID-19?*

A government should not make prepayments on contracts using payments from the Fund to the extent that doing so would not be consistent with its ordinary course policies and procedures.

32. *Must a stay-at-home order or other public health mandate be in effect in order for a government to provide assistance to small businesses using payments from the Fund?*

No. The Guidance provides, as an example of an eligible use of payments from the Fund, expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. Such assistance may be provided using amounts received from the Fund in the absence of a requirement to close businesses if the relevant government determines that such expenditures are necessary in response to the public health emergency.

33. *Should States receiving a payment transfer funds to local governments that did not receive payments directly from Treasury?*

Yes, provided that the transferred funds are used by the local government for eligible expenditures under the statute. To facilitate prompt distribution of Title V funds, the CARES Act authorized Treasury to make direct payments to local governments with populations in excess of 500,000, in amounts equal to 45% of the local government's per capita share of the statewide allocation. This statutory structure was based on a recognition that it is more administratively feasible to rely on States, rather than the federal government, to manage the transfer of funds to smaller local governments. Consistent with the needs of all local governments for funding to address the public health emergency, States should transfer funds to local governments with populations of 500,000 or less, using as a benchmark the per capita allocation formula that governs payments to larger local governments. This approach will ensure equitable treatment among local governments of all sizes.

For example, a State received the minimum \$1.25 billion allocation and had one county with a population over 500,000 that received \$250 million directly. The State should distribute 45 percent of the \$1 billion it received, or \$450 million, to local governments within the State with a population of 500,000 or less.

34. *May a State impose restrictions on transfers of funds to local governments?*

Yes, to the extent that the restrictions facilitate the State's compliance with the requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance and other applicable requirements such as the Single Audit Act, discussed below. Other restrictions, such as restrictions on reopening that do not directly concern the use of funds, are not permissible.

35. *If a recipient must issue tax anticipation notes (TANs) to make up for tax due date deferrals or revenue shortfalls, are the expenses associated with the issuance eligible uses of Fund payments?*

If a government determines that the issuance of TANs is necessary due to the COVID-19 public health emergency, the government may expend payments from the Fund on the interest expense payable on TANs by the borrower and unbudgeted administrative and transactional costs, such as necessary payments to advisors and underwriters, associated with the issuance of the TANs.

36. *May recipients use Fund payments to expand rural broadband capacity to assist with distance learning and telework?*

Such expenditures would only be permissible if they are necessary for the public health emergency. The cost of projects that would not be expected to increase capacity to a significant extent until the need for distance learning and telework have passed due to this public health emergency would not be necessary due to the public health emergency and thus would not be eligible uses of Fund payments.

37. *Are costs associated with increased solid waste capacity an eligible use of payments from the Fund?*

Yes, costs to address increase in solid waste as a result of the public health emergency, such as relates to the disposal of used personal protective equipment, would be an eligible expenditure.

38. *May payments from the Fund be used to cover across-the-board hazard pay for employees working during a state of emergency?*

No. Hazard pay means additional pay for performing hazardous duty or work involving physical hardship, in each case that is related to COVID-19. Payments from the fund may only be used to cover such hazard pay.

39. *May Fund payments be used for expenditures related to the administration of Fund payments by a State, territorial, local, or Tribal government?*

Yes, if the administrative expenses represent an increase over previously budgeted amounts and are limited to what is necessary. For example, a State may expend Fund payments on necessary administrative expenses incurred with respect to a new grant program established to disburse amounts received from the Fund.

40. *May recipients use Fund payments to provide loans?*

Yes, if the loans otherwise qualify as eligible expenditures under section 601(d) of the Social Security Act as implemented by the Guidance. Any amounts repaid by the borrower before December 30, 2020, must be either returned to Treasury upon receipt by the unit of government providing the loan or used for another expense that qualifies as an eligible expenditure under section 601(d) of the Social Security Act. Any amounts not repaid by the borrower until after December 30, 2020, must be returned to Treasury upon receipt by the unit of government lending the funds.

41. *May Fund payments be used for expenditures necessary to prepare for a future COVID-19 outbreak?*

Fund payments may be used only for expenditures necessary to address the current COVID-19 public health emergency. For example, a State may spend Fund payments to create a reserve of personal protective equipment or develop increased intensive care unit capacity to support regions in its jurisdiction not yet affected, but likely to be impacted by the current COVID-19 pandemic.

42. *May funds be used to satisfy non-federal matching requirements under the Stafford Act?*

Yes, payments from the Fund may be used to meet the non-federal matching requirements for Stafford Act assistance, including FEMA's Emergency Management Performance Grant (EMPG) and EMPG Supplemental programs, to the extent such matching requirements entail COVID-19-related costs that otherwise satisfy the Fund's eligibility criteria and the Stafford Act. Regardless of the use of Fund payments for such purposes, FEMA funding is still dependent on FEMA's determination of eligibility under the Stafford Act.

43. *Must a State, local, or tribal government require applications to be submitted by businesses or individuals before providing assistance using payments from the Fund?*

Governments have discretion to determine how to tailor assistance programs they establish in response to the COVID-19 public health emergency. However, such a program should be structured in such a manner as will ensure that such assistance is determined to be necessary in response to the COVID-19 public health emergency and otherwise satisfies the requirements of the CARES Act and other applicable law. For example, a per capita payment to residents of a particular jurisdiction without an assessment of individual need would not be an appropriate use of payments from the Fund.

44. *May Fund payments be provided to non-profits for distribution to individuals in need of financial assistance, such as rent relief?*

Yes, non-profits may be used to distribute assistance. Regardless of how the assistance is structured, the financial assistance provided would have to be related to COVID-19.

45. *May recipients use Fund payments to remarket the recipient's convention facilities and tourism industry?*

Yes, if the costs of such remarketing satisfy the requirements of the CARES Act. Expenses incurred to publicize the resumption of activities and steps taken to ensure a safe experience may be needed due to the public health emergency. Expenses related to developing a long-term plan to reposition a recipient's convention and tourism industry and infrastructure would not be incurred due to the public health emergency and therefore may not be covered using payments from the Fund.

46. *May a State provide assistance to farmers and meat processors to expand capacity, such to cover overtime for USDA meat inspectors?*

If a State determines that expanding meat processing capacity, including by paying overtime to USDA meat inspectors, is a necessary expense incurred due to the public health emergency, such as if increased capacity is necessary to allow farmers and processors to donate meat to food banks, then such expenses are eligible expenses, provided that the expenses satisfy the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance.

47. *The guidance provides that funding may be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. May Fund payments be used to cover such an employee's entire payroll cost or just the portion of time spent on mitigating or responding to the COVID-19 public health emergency?*

As a matter of administrative convenience, the entire payroll cost of an employee whose time is substantially dedicated to mitigating or responding to the COVID-19 public health emergency is eligible, provided that such payroll costs are incurred by December 30, 2020. An employer may also track time spent by employees related to COVID-19 and apply Fund payments on that basis but would need to do so consistently within the relevant agency or department.

48. *May Fund payments be used to cover increased administrative leave costs of public employees who could not telework in the event of a stay at home order or a case of COVID-19 in the workplace?*

The statute requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. As stated in the Guidance, a cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget or (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. If the cost of an employee was allocated to administrative leave to a greater extent than was expected, the cost of such administrative leave may be covered using payments from the Fund.

49. Are States permitted to use Coronavirus Relief Fund payments to satisfy non-federal matching requirements under the Stafford Act, including “lost wages assistance” authorized by the Presidential Memorandum on Authorizing the Other Needs Assistance Program for Major Disaster Declarations Related to Coronavirus Disease 2019 (August 8, 2020)?

Yes. As previous guidance has stated, payments from the Fund may be used to meet the non-federal matching requirements for Stafford Act assistance to the extent such matching requirements entail COVID-19-related costs that otherwise satisfy the Fund’s eligibility criteria and the Stafford Act. States are fully permitted to use payments from the Fund to satisfy 100% of their cost share for lost wages assistance recently made available under the Stafford Act. If a State makes a payment to an individual under the “lost wages assistance” program and later determines that such individual was ineligible for the program, the ineligibility determination has the following consequences:

- The State incurs an obligation to FEMA in the amount of the payment to the ineligible individual. A State’s obligation to FEMA for making an improper payment to an individual under the “lost wages assistance” program is not incurred due to the public health emergency and, therefore, payments made pursuant to this obligation would not be an eligible use of the Fund.
- The “lost wages assistance” payment to the ineligible individual would be deemed to be an ineligible expense for purposes of the Fund, and any amount charged to the Fund (e.g., to satisfy the initial non-federal matching requirement) would be subject to recoupment.

50. At what point would costs be considered to be incurred in the case of a grant made by a State, local, or tribal government to cover interest and principal amounts of a loan, such as might be provided as part of a small business assistance program in which the loan is made by a private institution?

A grant made to cover interest and principal costs of a loan, including interest and principal due after the period that begins on March 1, 2020, and ends on December 30, 2020 (the “covered period”), will be considered to be incurred during the covered period if (i) the full amount of the loan is advanced to the borrower within the covered period and (ii) the proceeds of the loan are used by the borrower to cover expenses incurred during the covered period. In addition, if these conditions are met, the amount of the grant will be considered to have been used during the covered period for purposes of the requirement that expenses be incurred within the covered period. Such a grant would be analogous to a loan provided by the Fund recipient itself that incorporates similar loan forgiveness provisions. As with any other assistance provided by a Fund recipient, such a grant would need to be determined by the recipient to be necessary due to the public health emergency.

51. If governments use Fund payments as described in the Guidance to establish a grant program to support businesses, would those funds be considered gross income taxable to a business receiving the grant under the Internal Revenue Code (Code)?

Please see the answer provided by the Internal Revenue Service (IRS) available at <https://www.irs.gov/newsroom/cares-act-coronavirus-relief-fund-frequently-asked-questions>.

52. If governments use Fund payments as described in the Guidance to establish a loan program to support businesses, would those funds be considered gross income taxable to a business receiving the loan under the Code?

Please see the answer provided by the IRS available at <https://www.irs.gov/newsroom/cares-act-coronavirus-relief-fund-frequently-asked-questions>.

53. *May Fund recipients incur expenses associated with the safe reopening of schools?*

Yes, payments from the Fund may be used to cover costs associated with providing distance learning (e.g., the cost of laptops to provide to students) or for in-person learning (e.g., the cost of acquiring personal protective equipment for students attending schools in-person or other costs associated with meeting Centers for Disease Control guidelines).

Treasury recognizes that schools are generally incurring an array of COVID-19-related expenses to either provide distance learning or to re-open. To this end, as an administrative convenience, Treasury will presume that expenses of up to \$500 per elementary and secondary school student are eligible expenditures, such that schools do not need to document the specific use of funds up to that amount.

If a Fund recipient avails itself of the presumption in accordance with the previous paragraph with respect to a school, the recipient may not also cover the costs of additional re-opening aid to that school other than those associated with the following, in each case for the purpose of addressing COVID-19:

- expanding broadband capacity;
- hiring new teachers;
- developing an online curriculum;
- acquiring computers and similar digital devices;
- acquiring and installing additional ventilation or other air filtering equipment;
- incurring additional transportation costs; or
- incurring additional costs of providing meals.

Across all levels of government, the presumption is limited to \$500 per student, e.g., if a school is funded by a state and a local government, the presumption claimed by each recipient must add up to no more than \$500. Furthermore, if a Fund recipient uses the presumption with respect to a school, any other Fund recipients providing aid to that school may not use the Fund to cover the costs of additional aid to schools other than with respect to the specific costs listed above.

The following examples help illustrate how the presumption may or may not be used:

Example 1: State A may transfer Fund payments to each school district in the State totaling \$500 per student. State A does not need to document the specific use of the Fund payments by the school districts within the State.

Example 2: Suppose State A from example 1 transferred Fund payments to the school districts in the State in the amount of \$500 per elementary and secondary school student. In addition, because State A is availing itself of the \$500 per elementary and secondary school student presumption, State A also may use Fund payments to expand broadband capacity and to hire new teachers, but it may not use Fund payments to acquire additional furniture.

54. *May Fund recipients upgrade critical public health infrastructure, such as providing access to running water for individuals and families in rural and tribal areas to allow them to maintain proper hygiene and defend themselves against the virus?*

Yes, fund recipients may use payments from the Fund to upgrade public health infrastructure, such as providing individuals and families access to running water to help reduce the further spread of the virus. As required by the CARES Act, expenses associated with such upgrades must be incurred by

December 30, 2020. Please see Treasury's Guidance as updated on June 30 regarding when a cost is considered to be incurred for purposes of the requirement that expenses be incurred within the covered period.

55. *How does a government address the requirement that the allowable expenditures are not accounted for in the budget most recently approved as of March 27, 2020, once the government enters its new budget year on July 1, 2020 (for governments with June 30 fiscal year ends) or October 1, 2020 (for governments with September 30 year ends)?*

As provided in the Guidance, the "most recently approved" budget refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Furthermore, the budget most recently approved as of March 27, 2020, provides the spending baseline against which expenditures should be compared for purposes of determining whether they may be covered using payments from the Fund. This spending baseline will carry forward to a subsequent budget year if a Fund recipient enters a different budget year between March 27, 2020 and December 30, 2020. The spending baseline may be carried forward without adjustment for inflation.

56. *Does the National Environmental Policy Act, 42 U.S.C. § 4321 et seq, (NEPA) apply to projects supported by payments from the Fund?*

NEPA does not apply to Treasury's administration of the Fund. Projects supported with payments from the Fund may still be subject to NEPA review if they are also funded by other federal financial assistance programs

57. *Public universities have incurred expenses associated with providing refunds to students for education-related expenses, including tuition, room and board, meal plans, and other fees (such as activities fees). Are these types of public university student refunds eligible uses of Fund payments?*

If the responsible government official determines that expenses incurred to refund eligible higher education expenses are necessary and would be incurred due to the public health emergency, then such expenses would be eligible as long as the expenses satisfy the other criteria set forth in section 601(d) of the Social Security Act. Eligible higher education expenses may include, in the reasonable judgment of the responsible government official, refunds to students for tuition, room and board, meal plan, and other fees (such as activities fees). Fund payments may not be used for expenses that have been or will be reimbursed by another federal program (including, for example, the Higher Education Emergency Relief Fund administered by the Department of Education).

58. *May payments from the Fund be used for real property acquisition and improvements and to purchase equipment to address the COVID-19 public health emergency?*

The expenses of acquiring or improving real property and of acquiring equipment (e.g., vehicles) may be covered with payments from the Fund in certain cases. For example, Treasury's initial guidance referenced coverage of the costs of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs, as an eligible use of funds. Any such use must be consistent with the requirements of section 601(d) of the Social Security Act as added by the CARES Act.

As with all uses of payments from the Fund, the use of payments to acquire or improve property is limited to that which is necessary due to the COVID-19 public health emergency. In the context of acquisitions of real estate and acquisitions of equipment, this means that the acquisition itself must be necessary. In particular, a government must (i) determine that it is not able to meet the need arising from the public health emergency in a cost-effective manner by leasing property or equipment or by improving property already owned and (ii) maintain documentation to support this determination. Likewise, an improvement, such as the installation of modifications to permit social distancing, would need to be determined to be necessary to address the COVID-19 public health emergency.

Previous guidance regarding the requirement that payments from the Fund may only be used to cover costs that were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020 focused on the acquisition of goods and services and leases of real property and equipment, but the same principles apply to acquisitions and improvements of real property and acquisitions of equipment. Such acquisitions and improvements must be completed and the acquired or improved property or acquisition of equipment be put to use in service of the COVID-19-related use for which it was acquired or improved by December 30. Finally, as with all costs covered with payments from the Fund, such costs must not have been previously accounted for in the budget most recently approved as of March 27, 2020.

59. *If a small business received a Small Business Administration (SBA) Payment Protection Program (PPP) or Economic Injury Disaster Loan (EIDL) grant or loan due to COVID-19, may the small business also receive a grant from a unit of government using payments from the Fund?*

Receiving a PPP or EIDL grant or loan for COVID-19 would not necessarily make a small business ineligible to receive a grant from Fund payments made to a recipient. As discussed in previous Treasury guidance on use of the Fund, a recipient's small business assistance program should be tailored to assist those businesses in need of such assistance. In assessing the business' need for assistance, the recipient would need to take into account the business' receipt of the PPP or EIDL loan or grant. If the business has received a loan from the SBA that may be forgiven, the recipient should assume for purposes of determining the business' need that the loan will be forgiven. In determining the business' eligibility for the grant, the recipient should not rely on self-certifications provided to the SBA.

If the grant is being provided to the small business to assist with particular expenditures, the business must not have already used the PPP or EIDL loan or grant for those expenditures. The assistance provided from the Fund would need to satisfy all of the other requirements set forth in section 601(d) of the Social Security Act as discussed in Treasury's guidance and FAQs, and the business would need to comply with all applicable requirements of the PPP or EIDL program.

Treasury's Office of Inspector General has provided the following guidance in its FAQ no. 65 on reporting and recordkeeping that would apply to the recipient:

The prime recipient is responsible for determining the level and detail of documentation needed from the sub-recipient of small business assistance to satisfy [the requirements of section 601(d) of the Social Security Act], however, there would need to be some proof that the small business was impacted by the public health emergency and was thus eligible for the CRF funds.

In the above OIG FAQ, "sub-recipient" refers to the beneficiary of the assistance, *i.e.*, the small business.

B. Questions Related to Administration of Fund Payments

1. *Do governments have to return unspent funds to Treasury?*

Yes. Section 601(f)(2) of the Social Security Act, as added by section 5001(a) of the CARES Act, provides for recoupment by the Department of the Treasury of amounts received from the Fund that have not been used in a manner consistent with section 601(d) of the Social Security Act. If a government has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the Department of the Treasury.

2. *What records must be kept by governments receiving payment?*

A government should keep records sufficient to demonstrate that the amount of Fund payments to the government has been used in accordance with section 601(d) of the Social Security Act.

3. *May recipients deposit Fund payments into interest bearing accounts?*

Yes, provided that if recipients separately invest amounts received from the Fund, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended.

4. *May governments retain assets purchased with payments from the Fund?*

Yes, if the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act.

5. *What rules apply to the proceeds of disposition or sale of assets acquired using payments from the Fund?*

If such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Fund provided by section 601(d) of the Social Security Act.

6. *Are Fund payments to State, territorial, local, and tribal governments considered grants?*

No. Fund payments made by Treasury to State, territorial, local, and Tribal governments are not considered to be grants but are "other financial assistance" under 2 C.F.R. § 200.40.

7. *Are Fund payments considered federal financial assistance for purposes of the Single Audit Act?*

Yes, Fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

8. *Are Fund payments subject to other requirements of the Uniform Guidance?*

Fund payments are subject to the following requirements in the Uniform Guidance (2 C.F.R. Part 200): 2 C.F.R. § 200.303 regarding internal controls, 2 C.F.R. §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

9. *Is there a Catalog of Federal Domestic Assistance (CFDA) number assigned to the Fund?*

Yes. The CFDA number assigned to the Fund is 21.019.

10. *If a State transfers Fund payments to its political subdivisions, would the transferred funds count toward the subrecipients' total funding received from the federal government for purposes of the Single Audit Act?*

Yes. The Fund payments to subrecipients would count toward the threshold of the Single Audit Act and 2 C.F.R. part 200, subpart F re: audit requirements. Subrecipients are subject to a single audit or program-specific audit pursuant to 2 C.F.R. § 200.501(a) when the subrecipients spend \$750,000 or more in federal awards during their fiscal year.

11. *Are recipients permitted to use payments from the Fund to cover the expenses of an audit conducted under the Single Audit Act?*

Yes, such expenses would be eligible expenditures, subject to the limitations set forth in 2 C.F.R. § 200.425.

12. *If a government has transferred funds to another entity, from which entity would the Treasury Department seek to recoup the funds if they have not been used in a manner consistent with section 601(d) of the Social Security Act?*

The Treasury Department would seek to recoup the funds from the government that received the payment directly from the Treasury Department. State, territorial, local, and Tribal governments receiving funds from Treasury should ensure that funds transferred to other entities, whether pursuant to a grant program or otherwise, are used in accordance with section 601(d) of the Social Security Act as implemented in the Guidance.

13. *What are the differences between a subrecipient and a beneficiary under the Fund for purposes of the Single Audit Act and 2 C.F.R. Part 200, Subpart F regarding audit requirements?*

The Single Audit Act and 2 C.F.R. Part 200, Subpart F regarding audit requirements apply to any non-federal entity, as defined in 2 C.F.R. 200.69, that receives payments from the Fund in the amount of \$750,000 or more. Non-federal entities include subrecipients of payments from the Fund, including recipients of transfers from a State, territory, local government, or tribal government that received a payment directly from Treasury. However, subrecipients would not include individuals and organizations (*e.g.*, businesses, non-profits, or educational institutions) that are beneficiaries of an assistance program established using payments from the Fund. The Single Audit Act and 2 C.F.R. Part 200, Subpart F regarding audit requirements do not apply to beneficiaries.

Please see Treasury Office of Inspector General FAQs at <https://www.treasury.gov/about/organizational-structure/ig/Audit%20Reports%20and%20Testimonies/OIG-CA-20-028.pdf> regarding reporting in the GrantSolutions portal.

Exhibit B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR THE DISTRICT

Federal Executive Order 12549 requires screening each covered potential subrecipient of federal funds to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each subrecipient of federal funds covered must also screen each of its covered subrecipients.

In this certification "District" refers to both the Luling Independent School District and any subrecipients; "contract" refers to both contract and subcontract.

By signing and submitting this certification, the District accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the District knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, Caldwell County may pursue available remedies, including suspension and/or debarment.
2. The District shall provide immediate written notice to the person to whom this certification is submitted if at any time the District learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principle," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549.
4. The District agrees by submitting this certification that, should the proposed covered contract be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by a federal department or agency, as applicable.

Do you have or do you anticipate having subcontractors under this contract? YES NO

5. The District further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts; and in solicitations for all covered subcontracts.
6. District may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. District must at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document.

The knowledge and information of District is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for contracts authorized under paragraph 4 of these terms, if District in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, any federal agency may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered District:

____ The District certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency, or the State of Texas.

____ The District is unable to certify to one or more of the terms in this certification. In this instance, the District must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Luling Independent School District

Erin Warren
Superintendent, LISD

Date: _____

Exhibit C

Federal Anti-Lobbying Certification

The undersigned District certifies that, to the best of its knowledge:

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

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

The District shall require that:

- 1) the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and
- 2) all subrecipients certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The District certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the District understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

For District:

Luling Independent School District

Erin Warren
Superintendent, LISD

Date: _____

**INTERLOCAL AGREEMENT
FOR ADMINISTRATION OF CRF FUNDING UNDER THE CARES ACT**

This Agreement is entered into by the following Parties: Caldwell County, Texas, a political subdivision of the State of Texas ("County"), and the Lockhart Independent School District, a political subdivision and independent school district located in Caldwell County, Texas ("Lockhart ISD" or "District").

RECITALS

This Agreement is for services under the authority of Texas Government Code, Chapter 791. County has the authority under Chapter 791 to contract with other local governments for government functions and services. County is a "local government" as defined by Texas Government Code § 791.003(4)(A). The District is also a "local government" as defined by Texas Government Code § 791.003(4)(A).

County is in receipt of funds from the United States Department of the Treasury under the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") from the Coronavirus Relief Fund ("CRF").

County has contracted to administer the distribution of a portion of County's CARES Act funds by providing funds to District for certain activities authorized in the Treasury CRF Guidance. County has affirmed that it can provide the services and related activities for the appropriate reimbursement for distribution of CRF Funding. County desires to enter into an agreement with the District to support distance learning in connection with school closings to enable compliance with COVID-19 precautions and to support telework capabilities for school district employees in support of distance learning through distribution of a portion of CARES Act funds for such activities, which is authorized in the Treasury CRF Guidance.

On March 16, 2020, the Caldwell County Judge declared a local state of disaster for a public health emergency in relation to COVID-19.

On March 13, 2020, the Governor of the State of Texas declared a state of disaster and the President of the United States declared a national emergency in relation to COVID-19. The Governor of Texas, on March 13, 2020, invoked Texas Government Code § 418.017 in his state- wide disaster declaration to "authorize the use of all available resources of state government and of political subdivisions that are reasonably necessary to cope with this disaster."

Some local governments and residents have experienced extraordinary economic strain due to state and local regulations related to the COVID-19 pandemic. County finds that the expenditure of public funds in support of the operations of the District, especially in this time of a pandemic crisis, accomplishes a valid public purpose of protecting the Caldwell County economy and the economic welfare of the residents of Caldwell County.

The Parties desire to enter into this Agreement for these purposes.

AGREEMENT

PART 1- TRANSACTIONAL REQUIREMENTS

1. TERM:

Although expenditures made on and after March 1, 2020 are reimbursable under this Agreement, the term begins on the day this Agreement is last executed by the Parties and continues until March 31, 2021 or until all services have been rendered, the CRF Funding under this Agreement is distributed and all audits and reviews of the expenditures of CRF Funding are completed by the federal government, unless terminated earlier under any provision of it.

2. DEFINITIONS:

2.1 "CARES Act" means the federal Coronavirus Aid, Relief, and Economic Security Act.

2.2 "CRF Funding" means funds up to the Not to Exceed Amount under this Agreement provided to District by County from the funding County has received from the United States Department of the Treasury from the Coronavirus Relief Fund created pursuant to the CARES Act.

2.3 "Eligible COVID-19 Expenditures" means necessary expenditures incurred due to the public health emergency caused by the coronavirus pandemic that meet the criteria in this Agreement, in the Treasury CRF Guidance, in the CARES ACT, Direct Costs Program, and in the Social Security Act, section 601(d) which requires that the expenditures:

2.3.1 Are necessary expenditures incurred due to the public health emergency with the coronavirus Disease 2019 (COVID-19),

2.3.2 Were not accounted for in the District budget as of March 27, 2020, the date the CARES Act was enacted, and.

2.3.3 Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

2.4 "Expense Documentation" means complete, accurate itemized invoices, receipts for services, goods, or benefits, and management fees, and other appropriate supporting documentation, including but not limited to an image of District bank records showing payment by District for the Proposed District Program.

2.5 "Proposed District Program" means the project to support distance learning in Lockhart Independent School District in connection with school closings to enable compliance with COVID-19 precautions and to support telework capabilities for school district employees in support of distance learning.

2.6 "Public Information Act" means Texas Government Code, Chapter 552.

2.7 "Records" means any invoices, receipts, and other appropriate supporting documentation, papers, reports, records, books, data, and other documents that are reasonably pertinent to the fulfillment of the requirements of this Agreement.

2.8 "Treasury CRF Guidance" means the *Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments* from the United States Department of the Treasury, April 22, 2020, and any updated version of this guidance ; *Coronavirus Relief Fund Frequently Asked Questions Updated as of May 28, 2020*, and any updated version of this guidance; and any additional guidance or regulations about the use of CRF funding provided by the United States Department of the Treasury before December 31, 2020.

2.9 "Working Day" means Monday through Friday except for days that County has designated as holidays or that District has designated as holidays.

3. INCORPORATED DOCUMENTS:

3.1 The following documents are incorporated by reference as if fully reproduced in this Agreement:

3.1.1 **Exhibit A** - *Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments* from the United States Department of the Treasury, updated as of September 2, 2020; and *Coronavirus Relief Fund Frequently Asked Questions Updated as of October 19, 2020*; all provided by the United States Department of the Treasury, as automatically amended by 3.2 when updated.

3.1.2 **Exhibit B** - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contractor.

3.1.3 **Exhibit C** - Federal Anti-Lobbying Certification.

3.2 If the United States Congress, the United States Department of the Treasury, the executive branch of the federal government, the federal judiciary, or any other federal agency with jurisdiction issues any further guidance or regulations on the appropriate use of the CRF funds, that further guidance shall be automatically incorporated into this Agreement as if included in this description of **Exhibit A** without the need for a formal amendment.

4. ORDER OF PRECEDENCE:

If there is any conflict or inconsistency between the provisions of this Agreement or any incorporated or referenced document, that conflict or inconsistency shall be resolved in the following order of precedence:

4.1 This Agreement and any subsequent amendments;

4.2 Exhibit A.

5. REPRESENTATIONS AND WARRANTIES OF DISTRICT:

5.1 The District represents and warrants that the District will use all of the CRF Funding being transferred to it for necessary expenditures incurred due to the public health emergency caused by the coronavirus pandemic and that these expenditures will meet the following criteria of section 601(d) of the Social Security Act:

5.1.1 Are necessary expenditures incurred due to the public health emergency with the coronavirus Disease 2019 (COVID-19),

5.1.2 Were not accounted for in the District budget as of March 27, 2020, the date the CARES Act was enacted, and

5.1.3 Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

5.2 The District represents and warrants that District does not intend to and will not use the CRF Funding being transferred to it to fill shortfalls in the District's revenue to cover expenditures that would not otherwise qualify as an eligible expenditure.

5.3 The District represents and warrants that the District will pay any CRF Funding that are not used or that the United States Department of the Treasury determines has not been spent in compliance with this Agreement and the criteria of section 601(d) of the Social Security Act.

6. DISTRICT'S SCOPE OF SERVICES AND OBLIGATIONS:

6.1 Nature of Funding.

6.1.1 The District acknowledges and recognizes that the source of the CRF Funding is the County through Caldwell County's CARES Act allocation for public programs or initiatives eligible under the CARES Act.

6.1.2 The District receives the CRF Funding from County as a sub-recipient. As a sub-recipient of CARES Act funding the District acknowledges that its use of the funds is subject to the same terms and conditions as County's use of these such funds and the terms and conditions of this Agreement. The District agrees to strictly comply with all terms and conditions of the CARES Act funding, and to pay County for any repayments, penalties, or interest incurred as a result of District's failure to comply with all terms and conditions of the CARES Act funding. Funds spent in non-compliance with the CARES Act are subject to recapture for return to the Direct Costs Program, for return to the United States Department of the Treasury, and return to the County unless the funds are used for other eligible expenses upon approval from the County and United States Department of the Treasury.

6.2 Transfer of CRF Funding.

6.2.1 Separate Account. District shall create a separate, segregated account solely for holding and disbursing the CRF Funding.

6.2.2 Interest Used as Principle. If CRF Funding is deposited into an interest-bearing account or invested, the District must treat all interest earned and all proceeds of investment as if it were CRF Funding received from County and use it exclusively for Eligible COVID-19 Expenditures paid and incurred on or after March 1, 2020, and on or before December 30, 2020. CRF Funding is not subject to the Cash Management Improvement Act of 1990, as amended.

6.2.3 Taxpayer Identification. Before any CRF Funding is are payable, the District shall provide the County Auditor with an Internal Revenue W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations.

6.2.4 Payment by Check. Upon submission of Expense Documentation related to the Proposed District Program and approval by County, County will issue a check to District reimbursing Eligible COVID-19 Expenditures up to the amount set out in Section 7.2, below. County agrees to issue a check payable to Lockhart Independent School District, which will be mailed to:

Lockhart Independent School District
419 Bois D'Arc Street
Lockhart, Texas 78644

To the extent funds are available, and provided County has received all necessary Expense Documentation, County agrees to issue the check no later than December 15, 2020.

6.2.5 District must send requests for reimbursement with all necessary Expense Documentation to:

Caldwell County Judge
110 S. Main Street
Lockhart, Texas 78644

6.3 Request for CRF Funding.

6.3.1 District will submit all required documentation to show expenses and payment for the Proposed District Program.

6.4 Use of CRF Funding.

6.4.1 The District shall use all CRF Funding exclusively for Eligible COVID-19 Expenditures paid and incurred on or after March 1, 2020, and on or before December 30, 2020 in compliance with this Agreement.

6.4.2 County may use its CRF Funding to reimburse itself for Eligible COVID-19 Expenditures paid and incurred on or after March 1, 2020, and on or before December 30, 2020.

6.5 District's Obligations relating to its Use of the CRF Funding.

6.5.1 District shall coordinate with the County any public programs or initiatives so that no duplication of services, initiatives, or programs occurs.

6.5.2 District shall reimburse and return to the CRF Funding account within thirty days of notice by County any portion of the CRF Funding that the County or the U.S. Department of the Treasury, or their designees deem was not used for Eligible COVID-19 Expenditures, or not used pursuant to the terms of this Agreement. If District's CRF Funding account is already closed out, District shall reimburse and return any portion of the CRF Funding that the U.S. Department of the Treasury, or their designees deem was not used for Eligible COVID-19 Expenditures, or not used pursuant to the terms of this Agreement within thirty (30) days of notice by County.

6.5.3 District shall document and justify that each expenditure from its CRF Funding was an Eligible COVID-19 Expenditure in compliance with sections 8 and 13. District shall keep Records sufficient to demonstrate that the CRF Funding has been used in accordance with the Social Security Act, section 601(d) and the Treasury CRF Guidance. District shall keep the Expense Documentation for a minimum of seven (7) years after the close of the federal **Direct Costs Program** under the CARES Act.

6.5.4 District shall allow inspection of all Expense Documentation and Records related to its expenditure of its CRF Funding under this Agreement and the United States Department of the Treasury upon reasonable request in compliance with sections 8 and 13.

6.7 Attorney's Fees and Costs. District shall pay County's reasonable and necessary attorney's fees and costs if County is required to undertake litigation against District to enforce the terms of this Agreement to the extent allowed by law and the County prevails in litigation.

6.8 Subsequent Direct Federal Funding for County. If the United States Congress enacts additional statutes that provide funding to District for responses to the COVID-19 disaster, there is a risk that District's use of that funding may change the eligibility of claims previously reimbursed by County. District shall ensure that its use of that new federal funding does not result in a change in the determination of whether the expenditures reimbursed to District by County are compliant with the CARES Act and the Treasury CRF Guidance. If they are no longer compliant, the District must pay back the reimbursement to County, as applicable, can either use the funding for another compliant use or pay that portion of the CRF funds back to the United States Department of the Treasury.

7. SUPERVISION OF CARES ACT FUNDS:

7.1 Supervision. The District understands and recognizes that the Caldwell County Auditor in

consultation with any County consultant for maximizing the efficiency and effectiveness of County's response shall maintain supervisory control of the ultimate reimbursement from CRF Funding for funds County has disbursed. District agrees that it is District's responsibility to submit requests for reimbursement to County for use of CARES Act funds under this Agreement and that County has no liability or control over District's submission to County.

7.2 Requirements for Reimbursement. County shall reimburse the District, to the extent funds are available, in an aggregate amount up to District's Not to Exceed Amount which is **three hundred fourteen thousand nine hundred twenty five Dollars and No Cents (\$314,925.00)** for the Proposed District Program if the District:

7.2.1 Requests reimbursement for the specific Proposed District Program approved by the County;

7.2.2 District provides supporting documentation to show expenses incurred for the Proposed District Program.

7.2.3 District complies with the reporting requirements in this Agreement on a timely basis;

7.2.4 District certifies that none of the amounts submitted for reimbursement were:

7.2.4.1 Included in District's budget approved before March 27, 2020 or

7.2.4.2 Used directly or indirectly (such as assistance with payment of ad valorem taxes) to replace District's revenue lost as a result of the COVID -19 disaster.

7.2.4.3 District received funding or was reimbursed for the expended amounts from another federal or state grant or other source other than general District revenues.

8. REPORTING REQUIREMENTS AND ACCOUNTABILITY:

8.1 Required Documentation. District must submit complete, accurate Expense Documentation as required by Caldwell County Auditor, following the completion of the services or activity and disbursement of the funds related to them. Specifically, District shall itemize the Expense Documentation. Within the Expense Documentation, District must include invoices from subcontractors and suppliers, if any.

8.2 Timing of Submission. District understands and acknowledges that all Expense Documentation must be submitted to County before December 15, 2020.

8.3 Maintenance and Retention of Records. District shall keep and maintain its Records that are reasonably pertinent to the fulfillment of the requirements of this Agreement in standard accounting form. District shall make these Records available in Caldwell County for inspection by County or authorized and federal personnel upon request. District must keep and maintain these Records for at least seven (7)

years after termination or expiration of this Agreement. If any litigation, claim, or audit involving these Records begins before that specified time period expires, District must keep these Records after the seven (7) years and until all litigation, claims, or audit findings are resolved. **District is strictly prohibited from destroying or discarding any Records reasonably pertinent to the fulfillment of the requirements of this Agreement, unless the time period for maintaining them under this subsection 8.3 has lapsed. Destruction is deemed non-compliance.**

8.4 Federal Accounting Requirements. District acknowledges that CRF Funding payments are considered to be "other financial assistance" under 2 C.F.R. § 200.40 and County is subject to the following federal accounting requirements under CFDA #21.019:

8.4.1 a single audit pursuant to the Single Audit Act (31 U.S.C. §§ 7501-7507) or a program specific audit pursuant to 2 C.F.R. § 200.501(a), if District as a sub-recipient has spent \$750,000 or more in federal awards during its fiscal year, and

8.4.2 the following requirements in the Uniform Guidance (2 C.F.R. Part 200):

8.4.2.1 2 C.F.R. § 200.303 regarding internal controls,

8.4.2.2 §§ 200.330 through 200.332 regarding sub-recipient monitoring and management, and

8.4.2.3 subpart F regarding audit requirements.

8.5 Access to Records and Audit. District grants County, any of its duly authorized representatives, and any authorized representative of the Federal Government the right to timely and unrestricted access to any District Records that are pertinent to the fulfillment of the requirements of this Agreement, to perform audits, examinations, excerpts, transcripts, and to substantiate the provision of services under this Agreement. District shall furnish all Records to authorized County and federal personnel in Caldwell County, Texas, at reasonable times and within reasonable periods. This right also includes the right to timely and reasonable access to District's personnel for the purpose of reviewing, interviewing, evaluating, monitoring and making copies of Records related to these audits and examinations. The Caldwell County Auditor, her delegates or assigns, and those of any other governmental entity approved by County have the unrestricted right to audit all Records that are reasonably pertinent to the fulfillment of the requirements of this Agreement.

8.6 Requirement to Address Audit Findings.

8.6.1 If any audit, monitoring, investigations, review of awards, or other compliance review reveals any discrepancies, inadequacies, or deficiencies which are necessary to correct in order to maintain compliance with this Interlocal Agreement, applicable laws, regulations, or the District's obligations hereunder, District agrees to propose and submit to County a corrective action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the District's receipt of the findings. District's corrective action plan is subject to the approval of County.

8.6.2. District understands and agrees that District must make every effort to address and resolve all outstanding issues, findings, or actions identified by the Caldwell County Auditor or County through the corrective action plan or any other corrective plan. Failure to promptly and adequately address these findings may result in CRF Funding being withheld, other related requirements being imposed, or other sanctions and penalties. District agrees to complete any corrective action approved by County within the time period specified by County and to the satisfaction of County, at the sole cost of District. District shall provide to County periodic status reports regarding District's resolution of any audit, corrective action plan, or other compliance activity for which District is responsible.

8.7 Ownership. All information, data, and supporting documentation that are pertinent to the fulfillment of the requirements of this Agreement remain the property of District.

9. CONFIDENTIALITY:

9.1 District shall not disclose privileged or confidential communications or information acquired during performance under this Agreement, unless authorized by law. District shall adhere to all applicable confidentiality requirements, as required by law, for performance under this Agreement.

9.2 Public Information Act. The Parties acknowledge that County and District are subject to the Texas Public Information Act. Despite any other provision, the Parties agree that if any provision of this Agreement, or other documents related to this Agreement, including any exhibit, attachment, amendment, addendum, or other incorporated document, is in conflict with the Public Information Act, that provision shall not have any force or effect. The Parties expressly acknowledge and agree that the County, Caldwell County Commissioners Court, the County Judge, any Elected County Officials, County Department Heads or County Employees may request advice, decisions and opinions of the Attorney General of Texas about the application of the Public Information Act to any item, data or information, or any software, hardware, firmware, or any part of them, or any other equipment or thing or item furnished to or in the possession or knowledge of County. The Parties further acknowledge and agree that above requestors have the right and obligation by law to rely on the advice, decisions and opinions of the Attorney General of Texas.

9.3 The Party that receives a Public Information Act request for documents related to this Agreement or any program undertaken pursuant to this Agreement shall handle that request.

10. ALLOCATION OF RISK:

THE PARTIES AGREE TO BE RESPONSIBLE EACH FOR THEIR OWN NEGLIGENT ACTS OR OMISSIONS, OR OTHER TORTIOUS CONDUCT IN THE COURSE OF PERFORMANCE OF THIS AGREEMENT. THE PARTIES AGREE THAT ANY LIABILITY OR DAMAGES OCCURRING DURING THE PERFORMANCE OF THIS AGREEMENT CAUSED BY THE JOINT OR COMPARATIVE NEGLIGENCE OF THE PARTIES, OR THEIR EMPLOYEES,

AGENTS OR OFFICERS, SHALL BE DETERMINED IN ACCORDANCE WITH COMPARATIVE RESPONSIBILITY LAWS OF TEXAS. THIS PARAGRAPH SHALL NOT BE INTERPRETED TO CREATE OR GRANT ANY RIGHTS, OR WAIVE ANY IMMUNITY, CONTRACTUAL OR OTHERWISE, IN OR TO ANY PERSONS OR ENTITIES NOT A PARTY TO THIS AGREEMENT.

11. INSURANCE:

At all times during this Agreement, County and District shall maintain insurance coverage commensurate with that Party's obligations under this Agreement in full force or, to the extent permitted by applicable laws, maintain self-funded insurance reserves commensurate with that Party's obligations under this Agreement and in accordance with sound risk management practices. County and District are responsible for the respective costs of this insurance, including any deductible amounts in any policy and any denials of coverage made by their own respective insurers.

12. EXPENSES AND TAX

12.1 Unless prior written approval by County is obtained or otherwise detailed in this Agreement, District shall be responsible for all mileage and other miscellaneous expenses related to the fulfillment of the requirements of this Agreement. Mileage and other miscellaneous expenses shall not be reimbursable or included in the Not to Exceed Amount.

12.2 County, as a political subdivision of Texas, is exempted from the payment of Texas state and local sales, excise, and use taxes pursuant to Tex. Loc. Gov't Code § 151.309, and, therefore, shall not be liable to the District for the payment of these taxes under this Agreement. County shall not reimburse District for any sales, use, personal property or other taxes attributable to periods on or after the effective date of this Agreement or based upon District's cost in its performance or acquiring products or services or materials or supplies furnished or used by District under this Agreement.

13. GENERAL FISCAL TERMS AND CONDITIONS:

13.1 Not to Exceed Amount. District understands and agrees that the maximum total amount reimbursable for the services and funds distributed through approved Proposed District Program under this Agreement shall not exceed the **Not to Exceed Amount as determined by Section 7.2, unless** a written amendment is approved by the County and is executed by the Parties. County shall not pay for any services nor distribute any funds that would cause the amounts paid under this Agreement to exceed the Not to Exceed Amount.

13.2 Transparency to Avoid Duplication of Funding. District understands and agrees that it is necessary for District to be completely transparent with County about its funding submissions for and use of other types of grant funding to avoid duplication of reimbursements of expenditures eligible from more than one grant source. Upon request, District shall provide County the names of the alternate sources of funding and copies of all expenditures that it submits or plans to submit for funding from other sources, including other federal grants, insurance coverage and philanthropic

gifts or grants.

13.3 Monitoring. The Caldwell County Auditor is responsible for monitoring reporting compliance and fiscal compliance with the Not to Exceed Amount.

13.4 Refund provision. County has the right to demand repayment of any funds paid to District that did not comply with the terms of this Agreement or that were determined by the County or the federal government to be ineligible expenditures. Upon notice by County, District shall promptly pay back any monies previously paid by County that were not in compliance with this Agreement.

13.5 Prior Debts. County shall not be liable for costs incurred or performances rendered by District before March 1, 2020 or after December 30, 2020 or for any reimbursement for services or activities not provided in compliance with this Agreement

13.6 Prevention of Fraud and Abuse. District shall establish, maintain and use internal management procedures sufficient to provide for the proper, effective management of all activities funded under this Agreement. District shall report any known or suspected incident of fraud or program abuse involving District's employees or agents immediately to the County in writing. County and District agree that every person who, as part of their employment, receives, disburses, handles or has access to funds reimbursed pursuant to this Agreement does not participate in accounting or operating functions that would permit them to conceal accounting records and the misuse of said funds.

13.7 Prompt Payment Act. District agrees that a temporary delay in making payments due to the County's accounting and disbursement procedures shall not place the County in default of this Agreement and shall not render the County liable for interest or penalties, provided the delay does not exceed thirty (30) days after its due date. Any payment not made within thirty (30) days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.

13.8 Federal Funded Agreement. This Agreement is funded by the federal government; therefore, unless otherwise stated in this Agreement District shall comply timely with any state or federal statute, rule, regulation, grant, contract provision, subsequent federal guidance or other similar restriction that imposes additional or greater requirements than stated in this Agreement that is directly applicable to the performance under this Agreement.

13.9 Fiscal Funding Clause. Despite any provision in this Agreement, the obligations of County under it are expressly contingent upon the availability of funding for each obligation in it for the duration of the Agreement. District has no right of action against County if County is unable to fulfill its obligations under this Agreement as a result of lack of funding for obligation from any source used to fund this Agreement or failure to budget funding for this Agreement during the current or future fiscal years. If County is unable to fulfill its obligations under this Agreement due to a lack of sufficient funding, or if funds become unavailable, County, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to District at the earliest possible time.

14. AMENDMENTS AND CHANGES IN THE LAW:

14.1 A modification, amendment, novation, renewal or other alteration of this Agreement shall not be effective unless mutually agreed upon in writing, approved by County and executed by the Parties.

14.2 Any alteration, addition or deletion to this Agreement which is required by changes in federal law, federal guidance, or state law are automatically incorporated into this Agreement without written amendment to it and are effective on the date designated by that law or guidance.

15. ASSIGNMENT:

District may not assign its rights and duties under this Agreement. Any assignment attempted shall be null and void.

16. SUBCONTRACTING:

The costs of any subcontracted services related to District's performance of this Agreement are included in the Not to Exceed Amount in this Agreement. If District enters into subcontracts related to its performance of this Agreement, the subcontracts must be in writing and subject to all requirements in this Agreement. District acknowledges that it is solely responsible to County for the performance of this Agreement. District shall pay all subcontractors in a timely manner.

17. REMEDIES AND WAIVER OF BREACH:

17.1 County and District both have a duty to mitigate damages.

17.2 The rights and remedies in this Agreement are cumulative, and either Party's use of any right or remedy does not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the Parties may have by law or statute or in equity, including injunctive relief. Pursuit of any remedy is not a forfeiture or waiver of any obligation of a defaulting Party under this Agreement or of any damages accruing by reason of the default.

17.3 Any waiver of any breach or any provision of this Agreement must be in writing. It is not a waiver of default if the non-defaulting Party does not declare a default immediately or delays in taking any action. The waiver of any provision or any breach of this Agreement shall not be deemed or interpreted to be a waiver of any other provision or any other breach of this Agreement.

18. REMEDIES FOR NON-COMPLIANCE AND TERMINATION:

18.1 If County determines that District materially fails to comply with any term of this Interlocal

Agreement, whether stated in a federal or state statute or regulation, an assurance, certification, or any other applicable requirement, County, in its sole discretion may take actions including:

- 18.1 Temporarily withholding cash payments pending correction of the deficiency;
- 18.2 Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;
- 18.3 Disallowing claims for reimbursement;
- 18.4 Wholly or partially suspending or terminating this Interlocal Agreement;
- 18.5 Requiring return or offset of previous reimbursements;
- 18.6 Prohibiting the District from applying for or receiving additional funds for other grant programs administered by County until repayment to County is made and any other compliance or audit finding is satisfactorily resolved;
- 18.7 Reducing the grant award maximum liability of County;
- 18.8 Terminating this Interlocal Agreement;
- 18.9 Imposing a corrective action plan;
- 18.10. Withholding further awards; or
- 18.11 Taking other remedies or appropriate actions.

District costs resulting from obligations incurred during a suspension or after termination of this Interlocal Agreement are not allowable unless County expressly authorizes them in the notice of suspension or termination or subsequently. County, at its sole discretion, may impose sanctions without first requiring a corrective action plan.

18.2 Suspension. If County desires to suspend the reimbursements or services under this Agreement, but not terminate it, County may issue a written order to stop work. The written order shall set out the terms of the suspension. District shall stop all work pursuant to this Agreement and will cease to incur costs or disburse funds during the suspension. District may resume services and disbursements when notified by County in a written authorization that the suspension is lifted. If a change in the terms and conditions of reimbursement under this Agreement is necessary because of a suspension, the Parties will approve and execute a mutually agreed amendment.

18.3 Termination. At its option and without prejudice to any other remedy to which it may be entitled to at law or in equity, or elsewhere in this Agreement, County may terminate this Agreement, in whole or part, with or without cause, by giving thirty (30) days prior written notice to District and District shall cease all performances and disbursement of CRF funding under this Agreement to the extent specified in the notice of termination and on the date specified in the notice or on the date of termination. Upon receipt of the notice, District shall not incur any new obligations or perform any additional services and shall cancel any outstanding obligations related to services or benefits to be provided. County's termination of this Agreement shall not subject County to liability for any reason.

18.3.1 Without Cause: Each Party may terminate this Agreement, in whole or in part, without cause, upon thirty (30) days prior written notice to the other Party.

18.3.2 With Cause: County has the right to terminate this Agreement immediately, in whole or in part, at its sole discretion, by giving written notice to District and District shall cease

all performances and disbursements of CRF funding under this Agreement on the date specified in the notice for the following reasons:

18.3.2.1 Non-performance by District or District's failure or inability to perform or substantially perform under this Agreement within the time specified, for whatever reason, including due to judicial order, injunction or any other court proceeding;

18.3.2.2 District's improper use, misuse, or inept use of CRF Funding under this Agreement;

18.3.2.3 District's submission of Expense Documentation and/or reports that are incorrect, incomplete, or false in any way; or

18.3.2.4 District's failure to comply with the reporting requirements, the specifications of the Proposed District Program approved by the County under this Agreement, applicable federal, state, or local laws, rules, regulations and ordinances, or any other provision stated in this Agreement.

19. NOTICE:

19.1 Method. Any notice to be given under this Agreement is deemed to have been given if given in writing and delivered in person or mailed by overnight or Registered Mail, postage pre- paid, to the party who is to receive the notice at the addresses stated in 19.2. Such notice is deemed to have been given three (3) Working Days after the date it was delivered or mailed.

19.2 Addresses for Notice.

COUNTY:

Caldwell County Judge
110 S. Main Street
Lockhart, Texas 78644

DISTRICT:

Lockhart Independent School District
419 Bois D'Arc Street
Lockhart, Texas 78644

19.3 Change of Address. Each Party may change its address for notice by giving Notice of the new address. County and Contractor shall give notice to each other of any change in its address, including a change in the person to whom attention is directed, within fifteen (15) Days of the change.

20. IMMUNITY:

20.1 County Immunity. This Agreement is expressly made subject to County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code and all applicable federal and state law. The Parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that the District and/or County have by operation of law.

20.2 **District Waiver of Sovereign Immunity.** In consideration of County providing the CRF Funding to enable District to serve residents and government employees within the portion of District's jurisdiction within Caldwell County and to the extent that District may be or become entitled to claim for itself or its property or revenues any immunity on the ground of sovereignty or the like from suit, court jurisdiction, attachment prior to judgment, attachment in aid of execution of a judgment or execution of a judgment, and to the extent that in any such jurisdiction there may be attributed such an immunity (whether or not claimed), District hereby irrevocably and unconditionally agrees not to claim and hereby irrevocably waives such immunity with respect to the obligations under this Agreement and in particular the obligations to return CRF Funding to County if funds are not expended by December 15, 2020 or if any expenditures are determined by County or the United States Department of the Treasury, at any time, not to comply with the requirements in the CARES Act or under this Agreement. In addition, District acknowledges that this waiver of immunity is material to the formation of this Agreement, and is intended to be and is a clear and unambiguous waiver of any immunity from both suit and liability that District may have for recovery by County of CFR Funding provided by and through the County under this Agreement.

21. COMPLIANCE WITH LAWS:

District shall comply with all federal, state, and local statutes, ordinances, rules, regulations and federal Executive Orders applicable to the performance of this Agreement. District is responsible for ensuring this compliance.

22. BINDING AGREEMENT:

This Agreement is binding upon County and District and their respective heirs, successors, executors, administrators and assigns.

23. INTERPRETATIONAL GUIDELINES:

23.1 **Contra Proferentem.** The doctrine of contra proferentem shall not apply to this Agreement. If an ambiguity exists in this Agreement, the Agreement shall not be interpreted against the Party that drafted the Agreement and that Party is not responsible for the language used.

23.2 **Law and Venue.** The laws of the State of Texas and the CARES Act and the Treasury CRF Guidance and any applicable guidance from the Federal Government or Federal Agency related to the CRF or the CARES Act govern the interpretation of this Agreement. All obligations under this Agreement are performable in Caldwell County, Texas. The state or federal courts in Caldwell County shall be the sole and exclusive venue for any litigation between the Parties based on this Agreement.

23.3 **Severability.** If any portion of this Agreement is ruled invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement remains valid and enforceable.

23.4 **Interpretation of Time.** All times stated in this Contract, are stated in Central Time. Standard

and Daylight Savings are applied based on the time in Lockhart, Texas on the stated date. In computing periods of time under this Contract, exclude the first Day and include the last Day. If the last Day is not a Working Day, extend the period until the next Working Day.

23.5 Number and Gender. The singular includes the plural and the plural includes the singular. Words of one gender include the other genders.

23.6 Headings. The headings and titles in this Agreement are for convenience only and are not to be used in interpreting this Contract.

24. PERSONS NOT A PARTY NOT TO BENEFIT:

The obligations of each Party to this Agreement shall inure solely to the benefit of the other Party, and no other person or entity may be a third person beneficiary of this Agreement or have any right to enforce any obligation created or established under it.

25. ENTIRE AGREEMENT:

This Agreement including the Exhibits incorporated as a part of it are the entire agreement relating to the subject matter of it between the Parties and supersedes any other agreement about the subject matter of this transaction, whether oral or written, and except otherwise provided herein, this Agreement may not be modified. Each Party acknowledges that the other Party, or anyone acting on behalf of the other Party has not made any representations, inducements, promises or agreements, orally or otherwise, unless those representations, inducements, promises or agreements are stated in this Agreement, expressly or by incorporation.

26. INDEPENDENT CONTRACTOR:

District, including its employees, agents and licensees, is an independent contractor and not an agent, servant, joint venture or employee of County. District is responsible for its own acts, omissions, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of services or disbursement of funds under this Agreement. District is specifically responsible for supervision and inspection to ensure compliance in every respect with the requirements of this Agreement. There shall be no contractual relationship between County and any subcontractor, agent, employee or supplier of District by virtue of this Agreement.

PART 2 - MISCELANEOUS FEDERAL MANDATES

1. CIVIL RIGHTS AND EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Agreement, District agrees as follows:

1.1 District will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. District will take affirmative action to ensure that applicants are employed, and that employees are treated during employment

without regard to their race, color, religion, sex, or national origin. This action includes, but is not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. District agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

1.2 District will, in all solicitations or advertisements for employees placed by or on behalf of District, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

1.3 District will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising these labor union or workers' representatives of District's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

1.4 District will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

1.5 District will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant to it, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with these rules, regulations, and orders.

1.6 If District is not compliant with the nondiscrimination clauses of this Agreement or with any of these rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and District may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

1.7 District will include the portion of the sentence immediately preceding paragraph 1.1 and the provisions of paragraphs 1.1 through 1.7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that these provisions will be binding upon each sub-recipient or vendor. District will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event District becomes involved in, or is threatened with, litigation with a sub-recipient or vendor as a result of this direction by the administering agency District may request the United States to enter into such litigation to protect the interests of the United States.

1.8 List of Pertinent Nondiscrimination Authorities: District for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination based on race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and District's, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

2. FEDERAL ANTI-LOBBYING CERTIFICATION

2.1 District agrees that its authorized official shall execute the Federal Anti-Lobbying Certification found in Exhibit D this Agreement. Exhibit D is expressly incorporated in and made a part of this Agreement.

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

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

2.4 District shall require that:

2.4.1 the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements); and

2.4.2 all sub-recipients certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. District certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, District understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

3. CERTIFICATION REGARDING DEBARMENT

3.1 Because this Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, District is required to verify that none of the contractors, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

3.2 District must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction into which it enters.

3.3 This certification is a material representation of fact relied upon by County. If it is later determined that District did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to FEMA or any other funding source and County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

3.4 District agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. District further agrees to include a provision requiring this compliance in its lower tier covered transactions

3.5 District shall complete and update a Certification Regarding Debarment on the form in Exhibit C whenever there is a change in status.

4. HIPAA COMPLIANCE

District shall ensure that the persons performing services under this Contract comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"), and 45 Code of Federal Regulations, Part 164 which forms a portion of the regulations issued under HIPAA and HITECH; the Genetic Information Nondiscrimination Act of 2008; 42 Code of Federal Regulations, Part 2 which forms the regulations on Confidentiality of Alcohol and Drug Abuse Patient Records and Tex. Health & Safety Code Ann. §§ 81.046, 181.001, 241.151, and 611.001.

5. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, District, or any other party pertaining to any matter resulting from the Agreement.

6. FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS

6.1 District acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to County's actions pertaining to this Agreement.

6.2 False Statements by District. By acceptance of this Interlocal Agreement, District makes all the statements, representations, warranties, guarantees, certifications and affirmations included in this Interlocal Agreement. If applicable, District will comply with the requirements of 31 USC§ 3729, which set forth that recipients of federal payments shall not submit a false claim for payment. If any of the statements, representations, certifications, affirmations, warranties, or guarantees are false or if the District signs or executes the Interlocal Agreement with a false statement or it is subsequently determined that District has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this Interlocal Agreement, then District may consider this act a possible default under this Interlocal Agreement and may terminate or void this Interlocal Agreement for cause and

pursue other remedies available to District under this Interlocal Agreement and applicable law. False statements or claims made in connection with District grants may result in fines, imprisonment, and debarment from participating in federal grants or contract, and/or other remedy available by law, potentially including the provisions of 38 USC §§ 3801-3812, which details the administrative remedies for false claims and statements made.

7. COMPLIANCE WITH THE AGREEMENT WORK HOURS AND SAFETY STANDARDS ACT

7.1 Overtime requirements. No Contractor or Sub-recipient contracting for any part of the Agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

7.2 Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section (29 C.F.R. Sec. 5.5) the District and any Sub-recipient responsible therefor shall be liable for the unpaid wages. In addition, such District, and Sub-recipient shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section (29 C.F.R. Sec. 5.5), in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section (29 C.F.R. Sec. 5.5).

7.3 Withholding for unpaid wages and liquidated damages. The Federal Emergency Management Agency or any other funding source or its loan or grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by District or Sub-recipient under any such contract or any other Federal contract with the same prime District, or any other federally-assisted contract subject to the Agreement Work Hours and Safety Standards Act, which is held by the same prime District, such sums as may be determined to be necessary to satisfy any liabilities of such District or Sub-recipient for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section (29 C.F.R. Sec. 5.5)

7.4 Subcontracts. District or Sub-recipient shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section (29 C.F.R. Sec. 5.5) and also a clause requiring the Sub-recipients to include these clauses in any lower tier subcontracts. The prime District shall be responsible for compliance by any Sub-recipient or lower tier sub-recipient with the clauses set forth in paragraphs (b)(1) through (4) of this section

8. CLEAN AIR ACT

8.1 District agrees to comply with all applicable standards, orders or regulations issued pursuant to

the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

8.2 District agrees to report each violation to the County and understands and agrees that County will, in turn, report each violation to County and County may report each violation as required to assure notification to the Federal Emergency Management Agency or any other funding source, and the appropriate Environmental Protection Agency Regional Office.

8.3. District agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or any other funding source.

9. FEDERAL WATER POLLUTION CONTROL ACT

9.1. District agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

9.2. District agrees to report each violation to the County and understands and agrees that County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or any other funding source, and the appropriate Environmental Protection Agency Regional Office.

9.3. District agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or any other funding source.

10. PROCUREMENT OF RECOVERED MATERIALS

10.1 In the performance of this Agreement, District shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired-

10.1.1 Competitively within a timeframe providing for compliance with the contract performance schedule;

10.1.2 Meeting contract performance requirements; or

10.1.3 At a reasonable price.

10.2 Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

11. PROHIBITED COSTS

CRF Funding may not be used in connection with the following acts by District or individuals employed by CRF Funding:

A. Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Revenue replacement is not a permissible use of the CRF Funding.

B. Damages covered by insurance.

C. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

- D. Duplication of benefits including expenses that have been or will be reimbursed under any other federal program.
- E. Reimbursement to donors for donated items or services.
- F. Workforce bonuses other than hazard pay or overtime.
- G. Severance pay.
- H. Legal settlements.

12. REQUIRED DOCUMENTATION

Funding for this Interlocal Agreement is appropriated under the Coronavirus Aid, Relief, and Economic Security Act, 2020 (Public Law 116-136) enacted on March 27, 2020, as amended, to facilitate protective measures for and recovery from the public health emergency in areas affected by COVID-19, which are Presidentially declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). All expenditures under this Interlocal Agreement must be made in accordance with this Interlocal Agreement and any other applicable laws, rules or regulations. Further, District acknowledges that all funds are subject to recapture and repayment for non-compliance.

Part 3 -APPLICABLE STATE STATUTES

1. PUBLIC INFORMATION AND MEETINGS

1.1 District acknowledges that the County, a political subdivision of the State of Texas, and this Interlocal Agreement are subject to the Texas Public Information Act, Texas Government Code Chapter 552 (the "PIA").

1.2 District acknowledges that County will comply with the PIA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas.

1.3 District acknowledges that information created or exchanged in connection with this Interlocal Agreement, including all reimbursement Expense Documentation submitted to County, is subject to the PIA, whether created or produced by the County or any third party, and the County agrees that information not otherwise excepted from disclosure under the PIA, will be available in a format that is accessible by the public at no additional charge to the County, or United States Department of the Treasury.

1.4 District will cooperate with County in the production of documents or information responsive to a request for information.

2. E-VERIFY

By entering into this Interlocal Agreement, District certifies and ensures that it utilizes and will continue to utilize, for the term of this Interlocal Agreement, the U.S. Department of Homeland Security's e-Verify system to determine the eligibility of (a) all persons employed during the contract term to perform duties within Texas; and (b) all persons (including subcontractors) assigned by the District pursuant to the Interlocal Agreement.

3. ENERGY CONSERVATION

If applicable, District agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

4. NEPOTISM

District shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the District's governing body or of the District's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

5. CHILD PROTECTION

5.1 District shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.

5.2 District shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. District shall also ensure that all program personnel are properly trained and aware of this requirement.

6. WORKPLACE PROTECTION

6.1 District shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

6.2 District shall comply with the Drug-Free Workplace Rules established by the Texas Worker's Compensation Commission effective April 17, 1991.

Part 4 - SIGNATURES AND EXHIBITS

1. DUPLICATE ORIGINALS:

This Agreement may be executed in duplicate originals and is effective when executed by both Parties.

2. SIGNATORY WARRANTY

The persons signing this Agreement for the Parties represent and warrant that they are officers of entity for which they have executed this Agreement and that they have full and complete authority to enter into this Agreement on behalf of their respective entity and that their executions are the acts of

the Parties involved and have been delivered and constitute legal, valid and binding obligations of the respective Parties.

3. ACCEPTANCES

By their signatures below, the duly authorized representatives of District and County accept the terms of this Agreement in full.

Caldwell County

Lockhart Independent School District

Hoppy Haden
Caldwell County Judge
Date: _____

Mark Estrada
Superintendent, LISD
Date: _____

Coronavirus Relief Fund
Guidance for State, Territorial, Local, and Tribal Governments
Updated September 2, 2020¹

The purpose of this document is to provide guidance to recipients of the funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”). The CARES Act established the Coronavirus Relief Fund (the “Fund”) and appropriated \$150 billion to the Fund. Under the CARES Act, the Fund is to be used to make payments for specified uses to States and certain local governments; the District of Columbia and U.S. Territories (consisting of the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands); and Tribal governments.

The CARES Act provides that payments from the Fund may only be used to cover costs that—

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.²

The guidance that follows sets forth the Department of the Treasury’s interpretation of these limitations on the permissible use of Fund payments.

Necessary expenditures incurred due to the public health emergency

The requirement that expenditures be incurred “due to” the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred to allow the State, territorial, local, or Tribal government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

The statute also specifies that expenditures using Fund payments must be “necessary.” The Department of the Treasury understands this term broadly to mean that the expenditure is reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending Fund payments.

¹ On June 30, 2020, the guidance provided under “Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020” was updated. On September 2, 2020, the “Supplemental Guidance on Use of Funds to Cover Payroll and Benefits of Public Employees” and “Supplemental Guidance on Use of Funds to Cover Administrative Costs” sections were added.

² See Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

Costs not accounted for in the budget most recently approved as of March 27, 2020

The CARES Act also requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget *or* (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The “most recently approved” budget refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020

Finally, the CARES Act provides that payments from the Fund may only be used to cover costs that were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020 (the “covered period”). Putting this requirement together with the other provisions discussed above, section 601(d) may be summarized as providing that a State, local, or tribal government may use payments from the Fund only to cover previously unbudgeted costs of necessary expenditures incurred due to the COVID-19 public health emergency during the covered period.

Initial guidance released on April 22, 2020, provided that the cost of an expenditure is incurred when the recipient has expended funds to cover the cost. Upon further consideration and informed by an understanding of State, local, and tribal government practices, Treasury is clarifying that for a cost to be considered to have been incurred, performance or delivery must occur during the covered period but payment of funds need not be made during that time (though it is generally expected that this will take place within 90 days of a cost being incurred). For instance, in the case of a lease of equipment or other property, irrespective of when payment occurs, the cost of a lease payment shall be considered to have been incurred for the period of the lease that is within the covered period but not otherwise. Furthermore, in all cases it must be necessary that performance or delivery take place during the covered period. Thus the cost of a good or service received during the covered period will not be considered eligible under section 601(d) if there is no need for receipt until after the covered period has expired.

Goods delivered in the covered period need not be used during the covered period in all cases. For example, the cost of a good that must be delivered in December in order to be available for use in January could be covered using payments from the Fund. Additionally, the cost of goods purchased in bulk and delivered during the covered period may be covered using payments from the Fund if a portion of the goods is ordered for use in the covered period, the bulk purchase is consistent with the recipient’s usual procurement policies and practices, and it is impractical to track and record when the items were used. A recipient may use payments from the Fund to purchase a durable good that is to be used during the current period and in subsequent periods if the acquisition in the covered period was necessary due to the public health emergency.

Given that it is not always possible to estimate with precision when a good or service will be needed, the touchstone in assessing the determination of need for a good or service during the covered period will be reasonableness at the time delivery or performance was sought, *e.g.*, the time of entry into a procurement contract specifying a time for delivery. Similarly, in recognition of the likelihood of supply chain disruptions and increased demand for certain goods and services during the COVID-19 public health emergency, if a recipient enters into a contract requiring the delivery of goods or performance of services by December 30, 2020, the failure of a vendor to complete delivery or services by December 30, 2020,

will not affect the ability of the recipient to use payments from the Fund to cover the cost of such goods or services if the delay is due to circumstances beyond the recipient's control.

This guidance applies in a like manner to costs of subrecipients. Thus, a grant or loan, for example, provided by a recipient using payments from the Fund must be used by the subrecipient only to purchase (or reimburse a purchase of) goods or services for which receipt both is needed within the covered period and occurs within the covered period. The direct recipient of payments from the Fund is ultimately responsible for compliance with this limitation on use of payments from the Fund.

Nonexclusive examples of eligible expenditures

Eligible expenditures include, but are not limited to, payment for:

1. Medical expenses such as:
 - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
 - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - Costs of providing COVID-19 testing, including serological testing.
 - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
 - Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:
 - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
 - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
 - Expenses for disinfection of public areas and other facilities, *e.g.*, nursing homes, in response to the COVID-19 public health emergency.
 - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
 - Expenses for public safety measures undertaken in response to COVID-19.
 - Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
 - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
 - Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
 - Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
 - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Nonexclusive examples of ineligible expenditures³

The following is a list of examples of costs that would not be eligible expenditures of payments from the Fund.

1. Expenses for the State share of Medicaid.⁴
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

³ In addition, pursuant to section 5001(b) of the CARES Act, payments from the Fund may not be expended for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death. The prohibition on payment for abortions does not apply to an abortion if the pregnancy is the result of an act of rape or incest; or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed. Furthermore, no government which receives payments from the Fund may discriminate against a health care entity on the basis that the entity does not provide, pay for, provide coverage of, or refer for abortions.

⁴ See 42 C.F.R. § 433.51 and 45 C.F.R. § 75.306.

4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.

Supplemental Guidance on Use of Funds to Cover Payroll and Benefits of Public Employees

As discussed in the Guidance above, the CARES Act provides that payments from the Fund must be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. As reflected in the Guidance and FAQs, Treasury has not interpreted this provision to limit eligible costs to those that are incremental increases above amounts previously budgeted. Rather, Treasury has interpreted this provision to exclude items that were already covered for their original use (or a substantially similar use). This guidance reflects the intent behind the Fund, which was not to provide general fiscal assistance to state governments but rather to assist them with COVID-19-related necessary expenditures. With respect to personnel expenses, though the Fund was not intended to be used to cover government payroll expenses generally, the Fund was intended to provide assistance to address increased expenses, such as the expense of hiring new personnel as needed to assist with the government's response to the public health emergency and to allow recipients facing budget pressures not to have to lay off or furlough employees who would be needed to assist with that purpose.

Substantially different use

As stated in the Guidance above, Treasury considers the requirement that payments from the Fund be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020, to be met if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget *or* (b) the cost is for a *substantially different use* from any expected use of funds in such a line item, allotment, or allocation.

Treasury has provided examples as to what would constitute a substantially different use. Treasury provided (in FAQ A.3) that costs incurred for a substantially different use would include, for example, the costs of redeploying educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty's ordinary responsibilities.

Substantially dedicated

Within this category of substantially different uses, as stated in the Guidance above, Treasury has included payroll and benefits expenses for public safety, public health, health care, human services, and similar employees whose services are *substantially dedicated* to mitigating or responding to the COVID-19 public health emergency. The *full amount* of payroll and benefits expenses of substantially dedicated employees may be covered using payments from the Fund. Treasury has not developed a precise definition of what "substantially dedicated" means given that there is not a precise way to define this term

across different employment types. The relevant unit of government should maintain documentation of the “substantially dedicated” conclusion with respect to its employees.

If an employee is not substantially dedicated to mitigating or responding to the COVID-19 public health emergency, his or her payroll and benefits expenses may not be covered *in full* with payments from the Fund. A *portion* of such expenses may be able to be covered, however, as discussed below.

Public health and public safety

In recognition of the particular importance of public health and public safety workers to State, local, and tribal government responses to the public health emergency, Treasury has provided, as an administrative accommodation, that a State, local, or tribal government may presume that public health and public safety employees meet the substantially dedicated test, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise. This means that, if this presumption applies, work performed by such employees is considered to be a substantially different use than accounted for in the most recently approved budget as of March 27, 2020. All costs of such employees may be covered using payments from the Fund for services provided during the period that begins on March 1, 2020, and ends on December 30, 2020.

In response to questions regarding which employees are within the scope of this accommodation, Treasury is supplementing this guidance to clarify that public safety employees would include police officers (including state police officers), sheriffs and deputy sheriffs, firefighters, emergency medical responders, correctional and detention officers, and those who directly support such employees such as dispatchers and supervisory personnel. Public health employees would include employees involved in providing medical and other health services to patients and supervisory personnel, including medical staff assigned to schools, prisons, and other such institutions, and other support services essential for patient care (*e.g.*, laboratory technicians) as well as employees of public health departments directly engaged in matters related to public health and related supervisory personnel.

Not substantially dedicated

As provided in FAQ A.47, a State, local, or tribal government may also track time spent by employees related to COVID-19 and apply Fund payments on that basis but would need to do so consistently within the relevant agency or department. This means, for example, that a government could cover payroll expenses allocated on an hourly basis to employees’ time dedicated to mitigating or responding to the COVID-19 public health emergency. This result provides equitable treatment to governments that, for example, instead of having a few employees who are substantially dedicated to the public health emergency, have many employees who have a minority of their time dedicated to the public health emergency.

Covered benefits

Payroll and benefits of a substantially dedicated employee may be covered using payments from the Fund to the extent incurred between March 1 and December 30, 2020.

Payroll includes certain hazard pay and overtime, but not workforce bonuses. As discussed in FAQ A.29, hazard pay may be covered using payments from the Fund if it is provided for performing hazardous duty or work involving physical hardship that in each case is related to COVID-19. This means that, whereas payroll and benefits of an employee who is substantially dedicated to mitigating or responding to the COVID-19 public health emergency may generally be covered in full using payments from the Fund, hazard pay specifically may only be covered to the extent it is related to COVID-19. For example, a recipient may use payments from the Fund to cover hazard pay for a police officer coming in close

contact with members of the public to enforce public health or public safety orders, but across-the-board hazard pay for all members of a police department regardless of their duties would not be able to be covered with payments from the Fund. This position reflects the statutory intent discussed above: the Fund was intended to be used to help governments address the public health emergency both by providing funds for incremental expenses (such as hazard pay related to COVID-19) and to allow governments not to have to furlough or lay off employees needed to address the public health emergency but was not intended to provide across-the-board budget support (as would be the case if hazard pay regardless of its relation to COVID-19 or workforce bonuses were permitted to be covered using payments from the Fund).

Relatedly, both hazard pay and overtime pay for employees that are not substantially dedicated may only be covered using the Fund if the hazard pay and overtime pay is for COVID-19-related duties. As discussed above, governments may allocate payroll and benefits of such employees with respect to time worked on COVID-19-related matters.

Covered benefits include, but are not limited to, the costs of all types of leave (vacation, family-related, sick, military, bereavement, sabbatical, jury duty), employee insurance (health, life, dental, vision), retirement (pensions, 401(k)), unemployment benefit plans (federal and state), workers compensation insurance, and Federal Insurance Contributions Act (FICA) taxes (which includes Social Security and Medicare taxes).

Supplemental Guidance on Use of Funds to Cover Administrative Costs

General

Payments from the Fund are not administered as part of a traditional grant program and the provisions of the Uniform Guidance, 2 C.F.R. Part 200, that are applicable to indirect costs do not apply. Recipients may not apply their indirect costs rates to payments received from the Fund.

Recipients may, if they meet the conditions specified in the guidance for tracking time consistently across a department, use payments from the Fund to cover the portion of payroll and benefits of employees corresponding to time spent on administrative work necessary due to the COVID-19 public health emergency. (In other words, such costs would be eligible direct costs of the recipient). This includes, but is not limited to, costs related to disbursing payments from the Fund and managing new grant programs established using payments from the Fund.

As with any other costs to be covered using payments from the Fund, any such administrative costs must be incurred by December 30, 2020, with an exception for certain compliance costs as discussed below. Furthermore, as discussed in the Guidance above, as with any other cost, an administrative cost that has been or will be reimbursed under any federal program may not be covered with the Fund. For example, if an administrative cost is already being covered as a direct or indirect cost pursuant to another federal grant, the Fund may not be used to cover that cost.

Compliance costs related to the Fund

As previously stated in FAQ B.11, recipients are permitted to use payments from the Fund to cover the expenses of an audit conducted under the Single Audit Act, subject to the limitations set forth in 2 C.F.R. § 200.425. Pursuant to that provision of the Uniform Guidance, recipients and subrecipients subject to the Single Audit Act may use payments from the Fund to cover a reasonably proportionate share of the costs of audits attributable to the Fund.

To the extent a cost is incurred by December 30, 2020, for an eligible use consistent with section 601 of the Social Security Act and Treasury's guidance, a necessary administrative compliance expense that relates to such underlying cost may be incurred after December 30, 2020. Such an expense would include, for example, expenses incurred to comply with the Single Audit Act and reporting and recordkeeping requirements imposed by the Office of Inspector General. A recipient with such necessary administrative expenses, such as an ongoing audit continuing past December 30, 2020, that relates to Fund expenditures incurred during the covered period, must report to the Treasury Office of Inspector General by the quarter ending September 2021 an estimate of the amount of such necessary administrative expenses.

**Coronavirus Relief Fund
Frequently Asked Questions
Updated as of October 19, 2020¹**

The following answers to frequently asked questions supplement Treasury’s Coronavirus Relief Fund (“Fund”) Guidance for State, Territorial, Local, and Tribal Governments, updated as of September 2, 2020 (“Guidance”).² Amounts paid from the Fund are subject to the restrictions outlined in the Guidance and set forth in section 601(d) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”).

A. Eligible Expenditures

1. *Are governments required to submit proposed expenditures to Treasury for approval?*

No. Governments are responsible for making determinations as to what expenditures are necessary due to the public health emergency with respect to COVID-19 and do not need to submit any proposed expenditures to Treasury.

2. *The Guidance says that funding can be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. How does a government determine whether payroll expenses for a given employee satisfy the “substantially dedicated” condition?*

The Fund is designed to provide ready funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency. For this reason, and as a matter of administrative convenience in light of the emergency nature of this program, a State, territorial, local, or Tribal government may presume that payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise.

3. *The Guidance says that a cost was not accounted for in the most recently approved budget if the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. What would qualify as a “substantially different use” for purposes of the Fund eligibility?*

Costs incurred for a “substantially different use” include, but are not necessarily limited to, costs of personnel and services that were budgeted for in the most recently approved budget but which, due entirely to the COVID-19 public health emergency, have been diverted to substantially different functions. This would include, for example, the costs of redeploying corrections facility staff to enable compliance with COVID-19 public health precautions through work such as enhanced sanitation or enforcing social distancing measures; the costs of redeploying police to support management and enforcement of stay-at-home orders; or the costs of diverting educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty’s ordinary responsibilities.

¹ On August 10, 2020, these Frequently Asked Questions were revised to add Questions A.49–52. On September 2, 2020, Questions A.53–56 were added and Questions A.34 and A.38 were revised. On October 19, 2020, Questions A.57–59 and B.13 were added and Questions A.42, 49, and 53 were revised.

² The Guidance is available at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>.

Note that a public function does not become a “substantially different use” merely because it is provided from a different location or through a different manner. For example, although developing online instruction capabilities may be a substantially different use of funds, online instruction itself is not a substantially different use of public funds than classroom instruction.

4. *May a State receiving a payment transfer funds to a local government?*

Yes, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Department if they have not been used in a manner consistent with section 601(d) of the Social Security Act.

5. *May a unit of local government receiving a Fund payment transfer funds to another unit of government?*

Yes. For example, a county may transfer funds to a city, town, or school district within the county and a county or city may transfer funds to its State, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, a transfer from a county to a constituent city would not be permissible if the funds were intended to be used simply to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify as an eligible expenditure.

6. *Is a Fund payment recipient required to transfer funds to a smaller, constituent unit of government within its borders?*

No. For example, a county recipient is not required to transfer funds to smaller cities within the county’s borders.

7. *Are recipients required to use other federal funds or seek reimbursement under other federal programs before using Fund payments to satisfy eligible expenses?*

No. Recipients may use Fund payments for any expenses eligible under section 601(d) of the Social Security Act outlined in the Guidance. Fund payments are not required to be used as the source of funding of last resort. However, as noted below, recipients may not use payments from the Fund to cover expenditures for which they will receive reimbursement.

8. *Are there prohibitions on combining a transaction supported with Fund payments with other CARES Act funding or COVID-19 relief Federal funding?*

Recipients will need to consider the applicable restrictions and limitations of such other sources of funding. In addition, expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds, are not eligible uses of Fund payments.

9. *Are States permitted to use Fund payments to support state unemployment insurance funds generally?*

To the extent that the costs incurred by a state unemployment insurance fund are incurred due to the COVID-19 public health emergency, a State may use Fund payments to make payments to its respective state unemployment insurance fund, separate and apart from such State's obligation to the unemployment insurance fund as an employer. This will permit States to use Fund payments to prevent expenses related to the public health emergency from causing their state unemployment insurance funds to become insolvent.

10. *Are recipients permitted to use Fund payments to pay for unemployment insurance costs incurred by the recipient as an employer?*

Yes, Fund payments may be used for unemployment insurance costs incurred by the recipient as an employer (for example, as a reimbursing employer) related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

11. *The Guidance states that the Fund may support a "broad range of uses" including payroll expenses for several classes of employees whose services are "substantially dedicated to mitigating or responding to the COVID-19 public health emergency." What are some examples of types of covered employees?*

The Guidance provides examples of broad classes of employees whose payroll expenses would be eligible expenses under the Fund. These classes of employees include public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Payroll and benefit costs associated with public employees who could have been furloughed or otherwise laid off but who were instead repurposed to perform previously unbudgeted functions substantially dedicated to mitigating or responding to the COVID-19 public health emergency are also covered. Other eligible expenditures include payroll and benefit costs of educational support staff or faculty responsible for developing online learning capabilities necessary to continue educational instruction in response to COVID-19-related school closures. Please see the Guidance for a discussion of what is meant by an expense that was not accounted for in the budget most recently approved as of March 27, 2020.

12. *In some cases, first responders and critical health care workers that contract COVID-19 are eligible for workers' compensation coverage. Is the cost of this expanded workers compensation coverage eligible?*

Increased workers compensation cost to the government due to the COVID-19 public health emergency incurred during the period beginning March 1, 2020, and ending December 30, 2020, is an eligible expense.

13. *If a recipient would have decommissioned equipment or not renewed a lease on particular office space or equipment but decides to continue to use the equipment or to renew the lease in order to respond to the public health emergency, are the costs associated with continuing to operate the equipment or the ongoing lease payments eligible expenses?*

Yes. To the extent the expenses were previously unbudgeted and are otherwise consistent with section 601(d) of the Social Security Act outlined in the Guidance, such expenses would be eligible.

14. *May recipients provide stipends to employees for eligible expenses (for example, a stipend to employees to improve telework capabilities) rather than require employees to incur the eligible cost and submit for reimbursement?*

Expenditures paid for with payments from the Fund must be limited to those that are necessary due to the public health emergency. As such, unless the government were to determine that providing assistance in the form of a stipend is an administrative necessity, the government should provide such assistance on a reimbursement basis to ensure as much as possible that funds are used to cover only eligible expenses.

15. *May Fund payments be used for COVID-19 public health emergency recovery planning?*

Yes. Expenses associated with conducting a recovery planning project or operating a recovery coordination office would be eligible, if the expenses otherwise meet the criteria set forth in section 601(d) of the Social Security Act outlined in the Guidance.

16. *Are expenses associated with contact tracing eligible?*

Yes, expenses associated with contact tracing are eligible.

17. *To what extent may a government use Fund payments to support the operations of private hospitals?*

Governments may use Fund payments to support public or private hospitals to the extent that the costs are necessary expenditures incurred due to the COVID-19 public health emergency, but the form such assistance would take may differ. In particular, financial assistance to private hospitals could take the form of a grant or a short-term loan.

18. *May payments from the Fund be used to assist individuals with enrolling in a government benefit program for those who have been laid off due to COVID-19 and thereby lost health insurance?*

Yes. To the extent that the relevant government official determines that these expenses are necessary and they meet the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance, these expenses are eligible.

19. *May recipients use Fund payments to facilitate livestock depopulation incurred by producers due to supply chain disruptions?*

Yes, to the extent these efforts are deemed necessary for public health reasons or as a form of economic support as a result of the COVID-19 health emergency.

20. *Would providing a consumer grant program to prevent eviction and assist in preventing homelessness be considered an eligible expense?*

Yes, assuming that the recipient considers the grants to be a necessary expense incurred due to the COVID-19 public health emergency and the grants meet the other requirements for the use of Fund payments under section 601(d) of the Social Security Act outlined in the Guidance. As a general matter, providing assistance to recipients to enable them to meet property tax requirements would not be an eligible use of funds, but exceptions may be made in the case of assistance designed to prevent foreclosures.

21. *May recipients create a “payroll support program” for public employees?*

Use of payments from the Fund to cover payroll or benefits expenses of public employees are limited to those employees whose work duties are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

22. *May recipients use Fund payments to cover employment and training programs for employees that have been furloughed due to the public health emergency?*

Yes, this would be an eligible expense if the government determined that the costs of such employment and training programs would be necessary due to the public health emergency.

23. *May recipients use Fund payments to provide emergency financial assistance to individuals and families directly impacted by a loss of income due to the COVID-19 public health emergency?*

Yes, if a government determines such assistance to be a necessary expenditure. Such assistance could include, for example, a program to assist individuals with payment of overdue rent or mortgage payments to avoid eviction or foreclosure or unforeseen financial costs for funerals and other emergency individual needs. Such assistance should be structured in a manner to ensure as much as possible, within the realm of what is administratively feasible, that such assistance is necessary.

24. *The Guidance provides that eligible expenditures may include expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. What is meant by a “small business,” and is the Guidance intended to refer only to expenditures to cover administrative expenses of such a grant program?*

Governments have discretion to determine what payments are necessary. A program that is aimed at assisting small businesses with the costs of business interruption caused by required closures should be tailored to assist those businesses in need of such assistance. The amount of a grant to a small business to reimburse the costs of business interruption caused by required closures would also be an eligible expenditure under section 601(d) of the Social Security Act, as outlined in the Guidance.

25. *The Guidance provides that expenses associated with the provision of economic support in connection with the public health emergency, such as expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures, would constitute eligible expenditures of Fund payments. Would such expenditures be eligible in the absence of a stay-at-home order?*

Fund payments may be used for economic support in the absence of a stay-at-home order if such expenditures are determined by the government to be necessary. This may include, for example, a grant program to benefit small businesses that close voluntarily to promote social distancing measures or that are affected by decreased customer demand as a result of the COVID-19 public health emergency.

26. *May Fund payments be used to assist impacted property owners with the payment of their property taxes?*

Fund payments may not be used for government revenue replacement, including the provision of assistance to meet tax obligations.

27. *May Fund payments be used to replace foregone utility fees? If not, can Fund payments be used as a direct subsidy payment to all utility account holders?*

Fund payments may not be used for government revenue replacement, including the replacement of unpaid utility fees. Fund payments may be used for subsidy payments to electricity account holders to the extent that the subsidy payments are deemed by the recipient to be necessary expenditures incurred due to the COVID-19 public health emergency and meet the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, if determined to be a necessary expenditure, a government could provide grants to individuals facing economic hardship to allow them to pay their utility fees and thereby continue to receive essential services.

28. *Could Fund payments be used for capital improvement projects that broadly provide potential economic development in a community?*

In general, no. If capital improvement projects are not necessary expenditures incurred due to the COVID-19 public health emergency, then Fund payments may not be used for such projects.

However, Fund payments may be used for the expenses of, for example, establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity or improve mitigation measures, including related construction costs.

29. *The Guidance includes workforce bonuses as an example of ineligible expenses but provides that hazard pay would be eligible if otherwise determined to be a necessary expense. Is there a specific definition of “hazard pay”?*

Hazard pay means additional pay for performing hazardous duty or work involving physical hardship, in each case that is related to COVID-19.

30. *The Guidance provides that ineligible expenditures include “[p]ayroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.” Is this intended to relate only to public employees?*

Yes. This particular nonexclusive example of an ineligible expenditure relates to public employees. A recipient would not be permitted to pay for payroll or benefit expenses of private employees and any financial assistance (such as grants or short-term loans) to private employers are not subject to the restriction that the private employers’ employees must be substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

31. *May counties pre-pay with CARES Act funds for expenses such as a one or two-year facility lease, such as to house staff hired in response to COVID-19?*

A government should not make prepayments on contracts using payments from the Fund to the extent that doing so would not be consistent with its ordinary course policies and procedures.

32. *Must a stay-at-home order or other public health mandate be in effect in order for a government to provide assistance to small businesses using payments from the Fund?*

No. The Guidance provides, as an example of an eligible use of payments from the Fund, expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. Such assistance may be provided using amounts received from the Fund in the absence of a requirement to close businesses if the relevant government determines that such expenditures are necessary in response to the public health emergency.

33. *Should States receiving a payment transfer funds to local governments that did not receive payments directly from Treasury?*

Yes, provided that the transferred funds are used by the local government for eligible expenditures under the statute. To facilitate prompt distribution of Title V funds, the CARES Act authorized Treasury to make direct payments to local governments with populations in excess of 500,000, in amounts equal to 45% of the local government's per capita share of the statewide allocation. This statutory structure was based on a recognition that it is more administratively feasible to rely on States, rather than the federal government, to manage the transfer of funds to smaller local governments. Consistent with the needs of all local governments for funding to address the public health emergency, States should transfer funds to local governments with populations of 500,000 or less, using as a benchmark the per capita allocation formula that governs payments to larger local governments. This approach will ensure equitable treatment among local governments of all sizes.

For example, a State received the minimum \$1.25 billion allocation and had one county with a population over 500,000 that received \$250 million directly. The State should distribute 45 percent of the \$1 billion it received, or \$450 million, to local governments within the State with a population of 500,000 or less.

34. *May a State impose restrictions on transfers of funds to local governments?*

Yes, to the extent that the restrictions facilitate the State's compliance with the requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance and other applicable requirements such as the Single Audit Act, discussed below. Other restrictions, such as restrictions on reopening that do not directly concern the use of funds, are not permissible.

35. *If a recipient must issue tax anticipation notes (TANs) to make up for tax due date deferrals or revenue shortfalls, are the expenses associated with the issuance eligible uses of Fund payments?*

If a government determines that the issuance of TANs is necessary due to the COVID-19 public health emergency, the government may expend payments from the Fund on the interest expense payable on TANs by the borrower and unbudgeted administrative and transactional costs, such as necessary payments to advisors and underwriters, associated with the issuance of the TANs.

36. *May recipients use Fund payments to expand rural broadband capacity to assist with distance learning and telework?*

Such expenditures would only be permissible if they are necessary for the public health emergency. The cost of projects that would not be expected to increase capacity to a significant extent until the need for distance learning and telework have passed due to this public health emergency would not be necessary due to the public health emergency and thus would not be eligible uses of Fund payments.

37. *Are costs associated with increased solid waste capacity an eligible use of payments from the Fund?*

Yes, costs to address increase in solid waste as a result of the public health emergency, such as relates to the disposal of used personal protective equipment, would be an eligible expenditure.

38. *May payments from the Fund be used to cover across-the-board hazard pay for employees working during a state of emergency?*

No. Hazard pay means additional pay for performing hazardous duty or work involving physical hardship, in each case that is related to COVID-19. Payments from the fund may only be used to cover such hazard pay.

39. *May Fund payments be used for expenditures related to the administration of Fund payments by a State, territorial, local, or Tribal government?*

Yes, if the administrative expenses represent an increase over previously budgeted amounts and are limited to what is necessary. For example, a State may expend Fund payments on necessary administrative expenses incurred with respect to a new grant program established to disburse amounts received from the Fund.

40. *May recipients use Fund payments to provide loans?*

Yes, if the loans otherwise qualify as eligible expenditures under section 601(d) of the Social Security Act as implemented by the Guidance. Any amounts repaid by the borrower before December 30, 2020, must be either returned to Treasury upon receipt by the unit of government providing the loan or used for another expense that qualifies as an eligible expenditure under section 601(d) of the Social Security Act. Any amounts not repaid by the borrower until after December 30, 2020, must be returned to Treasury upon receipt by the unit of government lending the funds.

41. *May Fund payments be used for expenditures necessary to prepare for a future COVID-19 outbreak?*

Fund payments may be used only for expenditures necessary to address the current COVID-19 public health emergency. For example, a State may spend Fund payments to create a reserve of personal protective equipment or develop increased intensive care unit capacity to support regions in its jurisdiction not yet affected, but likely to be impacted by the current COVID-19 pandemic.

42. *May funds be used to satisfy non-federal matching requirements under the Stafford Act?*

Yes, payments from the Fund may be used to meet the non-federal matching requirements for Stafford Act assistance, including FEMA's Emergency Management Performance Grant (EMPG) and EMPG Supplemental programs, to the extent such matching requirements entail COVID-19-related costs that otherwise satisfy the Fund's eligibility criteria and the Stafford Act. Regardless of the use of Fund payments for such purposes, FEMA funding is still dependent on FEMA's determination of eligibility under the Stafford Act.

43. *Must a State, local, or tribal government require applications to be submitted by businesses or individuals before providing assistance using payments from the Fund?*

Governments have discretion to determine how to tailor assistance programs they establish in response to the COVID-19 public health emergency. However, such a program should be structured in such a manner as will ensure that such assistance is determined to be necessary in response to the COVID-19 public health emergency and otherwise satisfies the requirements of the CARES Act and other applicable law. For example, a per capita payment to residents of a particular jurisdiction without an assessment of individual need would not be an appropriate use of payments from the Fund.

44. *May Fund payments be provided to non-profits for distribution to individuals in need of financial assistance, such as rent relief?*

Yes, non-profits may be used to distribute assistance. Regardless of how the assistance is structured, the financial assistance provided would have to be related to COVID-19.

45. *May recipients use Fund payments to remarket the recipient's convention facilities and tourism industry?*

Yes, if the costs of such remarketing satisfy the requirements of the CARES Act. Expenses incurred to publicize the resumption of activities and steps taken to ensure a safe experience may be needed due to the public health emergency. Expenses related to developing a long-term plan to reposition a recipient's convention and tourism industry and infrastructure would not be incurred due to the public health emergency and therefore may not be covered using payments from the Fund.

46. *May a State provide assistance to farmers and meat processors to expand capacity, such to cover overtime for USDA meat inspectors?*

If a State determines that expanding meat processing capacity, including by paying overtime to USDA meat inspectors, is a necessary expense incurred due to the public health emergency, such as if increased capacity is necessary to allow farmers and processors to donate meat to food banks, then such expenses are eligible expenses, provided that the expenses satisfy the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance.

47. *The guidance provides that funding may be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. May Fund payments be used to cover such an employee's entire payroll cost or just the portion of time spent on mitigating or responding to the COVID-19 public health emergency?*

As a matter of administrative convenience, the entire payroll cost of an employee whose time is substantially dedicated to mitigating or responding to the COVID-19 public health emergency is eligible, provided that such payroll costs are incurred by December 30, 2020. An employer may also track time spent by employees related to COVID-19 and apply Fund payments on that basis but would need to do so consistently within the relevant agency or department.

48. *May Fund payments be used to cover increased administrative leave costs of public employees who could not telework in the event of a stay at home order or a case of COVID-19 in the workplace?*

The statute requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. As stated in the Guidance, a cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget or (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. If the cost of an employee was allocated to administrative leave to a greater extent than was expected, the cost of such administrative leave may be covered using payments from the Fund.

49. Are States permitted to use Coronavirus Relief Fund payments to satisfy non-federal matching requirements under the Stafford Act, including “lost wages assistance” authorized by the Presidential Memorandum on Authorizing the Other Needs Assistance Program for Major Disaster Declarations Related to Coronavirus Disease 2019 (August 8, 2020)?

Yes. As previous guidance has stated, payments from the Fund may be used to meet the non-federal matching requirements for Stafford Act assistance to the extent such matching requirements entail COVID-19-related costs that otherwise satisfy the Fund’s eligibility criteria and the Stafford Act. States are fully permitted to use payments from the Fund to satisfy 100% of their cost share for lost wages assistance recently made available under the Stafford Act. If a State makes a payment to an individual under the “lost wages assistance” program and later determines that such individual was ineligible for the program, the ineligibility determination has the following consequences:

- The State incurs an obligation to FEMA in the amount of the payment to the ineligible individual. A State’s obligation to FEMA for making an improper payment to an individual under the “lost wages assistance” program is not incurred due to the public health emergency and, therefore, payments made pursuant to this obligation would not be an eligible use of the Fund.
- The “lost wages assistance” payment to the ineligible individual would be deemed to be an ineligible expense for purposes of the Fund, and any amount charged to the Fund (e.g., to satisfy the initial non-federal matching requirement) would be subject to recoupment.

50. At what point would costs be considered to be incurred in the case of a grant made by a State, local, or tribal government to cover interest and principal amounts of a loan, such as might be provided as part of a small business assistance program in which the loan is made by a private institution?

A grant made to cover interest and principal costs of a loan, including interest and principal due after the period that begins on March 1, 2020, and ends on December 30, 2020 (the “covered period”), will be considered to be incurred during the covered period if (i) the full amount of the loan is advanced to the borrower within the covered period and (ii) the proceeds of the loan are used by the borrower to cover expenses incurred during the covered period. In addition, if these conditions are met, the amount of the grant will be considered to have been used during the covered period for purposes of the requirement that expenses be incurred within the covered period. Such a grant would be analogous to a loan provided by the Fund recipient itself that incorporates similar loan forgiveness provisions. As with any other assistance provided by a Fund recipient, such a grant would need to be determined by the recipient to be necessary due to the public health emergency.

51. If governments use Fund payments as described in the Guidance to establish a grant program to support businesses, would those funds be considered gross income taxable to a business receiving the grant under the Internal Revenue Code (Code)?

Please see the answer provided by the Internal Revenue Service (IRS) available at <https://www.irs.gov/newsroom/cares-act-coronavirus-relief-fund-frequently-asked-questions>.

52. If governments use Fund payments as described in the Guidance to establish a loan program to support businesses, would those funds be considered gross income taxable to a business receiving the loan under the Code?

Please see the answer provided by the IRS available at <https://www.irs.gov/newsroom/cares-act-coronavirus-relief-fund-frequently-asked-questions>.

53. *May Fund recipients incur expenses associated with the safe reopening of schools?*

Yes, payments from the Fund may be used to cover costs associated with providing distance learning (e.g., the cost of laptops to provide to students) or for in-person learning (e.g., the cost of acquiring personal protective equipment for students attending schools in-person or other costs associated with meeting Centers for Disease Control guidelines).

Treasury recognizes that schools are generally incurring an array of COVID-19-related expenses to either provide distance learning or to re-open. To this end, as an administrative convenience, Treasury will presume that expenses of up to \$500 per elementary and secondary school student are eligible expenditures, such that schools do not need to document the specific use of funds up to that amount.

If a Fund recipient avails itself of the presumption in accordance with the previous paragraph with respect to a school, the recipient may not also cover the costs of additional re-opening aid to that school other than those associated with the following, in each case for the purpose of addressing COVID-19:

- expanding broadband capacity;
- hiring new teachers;
- developing an online curriculum;
- acquiring computers and similar digital devices;
- acquiring and installing additional ventilation or other air filtering equipment;
- incurring additional transportation costs; or
- incurring additional costs of providing meals.

Across all levels of government, the presumption is limited to \$500 per student, e.g., if a school is funded by a state and a local government, the presumption claimed by each recipient must add up to no more than \$500. Furthermore, if a Fund recipient uses the presumption with respect to a school, any other Fund recipients providing aid to that school may not use the Fund to cover the costs of additional aid to schools other than with respect to the specific costs listed above.

The following examples help illustrate how the presumption may or may not be used:

Example 1: State A may transfer Fund payments to each school district in the State totaling \$500 per student. State A does not need to document the specific use of the Fund payments by the school districts within the State.

Example 2: Suppose State A from example 1 transferred Fund payments to the school districts in the State in the amount of \$500 per elementary and secondary school student. In addition, because State A is availing itself of the \$500 per elementary and secondary school student presumption, State A also may use Fund payments to expand broadband capacity and to hire new teachers, but it may not use Fund payments to acquire additional furniture.

54. *May Fund recipients upgrade critical public health infrastructure, such as providing access to running water for individuals and families in rural and tribal areas to allow them to maintain proper hygiene and defend themselves against the virus?*

Yes, fund recipients may use payments from the Fund to upgrade public health infrastructure, such as providing individuals and families access to running water to help reduce the further spread of the virus. As required by the CARES Act, expenses associated with such upgrades must be incurred by

December 30, 2020. Please see Treasury's Guidance as updated on June 30 regarding when a cost is considered to be incurred for purposes of the requirement that expenses be incurred within the covered period.

55. *How does a government address the requirement that the allowable expenditures are not accounted for in the budget most recently approved as of March 27, 2020, once the government enters its new budget year on July 1, 2020 (for governments with June 30 fiscal year ends) or October 1, 2020 (for governments with September 30 year ends)?*

As provided in the Guidance, the "most recently approved" budget refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Furthermore, the budget most recently approved as of March 27, 2020, provides the spending baseline against which expenditures should be compared for purposes of determining whether they may be covered using payments from the Fund. This spending baseline will carry forward to a subsequent budget year if a Fund recipient enters a different budget year between March 27, 2020 and December 30, 2020. The spending baseline may be carried forward without adjustment for inflation.

56. *Does the National Environmental Policy Act, 42 U.S.C. § 4321 et seq, (NEPA) apply to projects supported by payments from the Fund?*

NEPA does not apply to Treasury's administration of the Fund. Projects supported with payments from the Fund may still be subject to NEPA review if they are also funded by other federal financial assistance programs

57. *Public universities have incurred expenses associated with providing refunds to students for education-related expenses, including tuition, room and board, meal plans, and other fees (such as activities fees). Are these types of public university student refunds eligible uses of Fund payments?*

If the responsible government official determines that expenses incurred to refund eligible higher education expenses are necessary and would be incurred due to the public health emergency, then such expenses would be eligible as long as the expenses satisfy the other criteria set forth in section 601(d) of the Social Security Act. Eligible higher education expenses may include, in the reasonable judgment of the responsible government official, refunds to students for tuition, room and board, meal plan, and other fees (such as activities fees). Fund payments may not be used for expenses that have been or will be reimbursed by another federal program (including, for example, the Higher Education Emergency Relief Fund administered by the Department of Education).

58. *May payments from the Fund be used for real property acquisition and improvements and to purchase equipment to address the COVID-19 public health emergency?*

The expenses of acquiring or improving real property and of acquiring equipment (e.g., vehicles) may be covered with payments from the Fund in certain cases. For example, Treasury's initial guidance referenced coverage of the costs of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs, as an eligible use of funds. Any such use must be consistent with the requirements of section 601(d) of the Social Security Act as added by the CARES Act.

As with all uses of payments from the Fund, the use of payments to acquire or improve property is limited to that which is necessary due to the COVID-19 public health emergency. In the context of acquisitions of real estate and acquisitions of equipment, this means that the acquisition itself must be necessary. In particular, a government must (i) determine that it is not able to meet the need arising from the public health emergency in a cost-effective manner by leasing property or equipment or by improving property already owned and (ii) maintain documentation to support this determination. Likewise, an improvement, such as the installation of modifications to permit social distancing, would need to be determined to be necessary to address the COVID-19 public health emergency.

Previous guidance regarding the requirement that payments from the Fund may only be used to cover costs that were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020 focused on the acquisition of goods and services and leases of real property and equipment, but the same principles apply to acquisitions and improvements of real property and acquisitions of equipment. Such acquisitions and improvements must be completed and the acquired or improved property or acquisition of equipment be put to use in service of the COVID-19-related use for which it was acquired or improved by December 30. Finally, as with all costs covered with payments from the Fund, such costs must not have been previously accounted for in the budget most recently approved as of March 27, 2020.

59. *If a small business received a Small Business Administration (SBA) Payment Protection Program (PPP) or Economic Injury Disaster Loan (EIDL) grant or loan due to COVID-19, may the small business also receive a grant from a unit of government using payments from the Fund?*

Receiving a PPP or EIDL grant or loan for COVID-19 would not necessarily make a small business ineligible to receive a grant from Fund payments made to a recipient. As discussed in previous Treasury guidance on use of the Fund, a recipient's small business assistance program should be tailored to assist those businesses in need of such assistance. In assessing the business' need for assistance, the recipient would need to take into account the business' receipt of the PPP or EIDL loan or grant. If the business has received a loan from the SBA that may be forgiven, the recipient should assume for purposes of determining the business' need that the loan will be forgiven. In determining the business' eligibility for the grant, the recipient should not rely on self-certifications provided to the SBA.

If the grant is being provided to the small business to assist with particular expenditures, the business must not have already used the PPP or EIDL loan or grant for those expenditures. The assistance provided from the Fund would need to satisfy all of the other requirements set forth in section 601(d) of the Social Security Act as discussed in Treasury's guidance and FAQs, and the business would need to comply with all applicable requirements of the PPP or EIDL program.

Treasury's Office of Inspector General has provided the following guidance in its FAQ no. 65 on reporting and recordkeeping that would apply to the recipient:

The prime recipient is responsible for determining the level and detail of documentation needed from the sub-recipient of small business assistance to satisfy [the requirements of section 601(d) of the Social Security Act], however, there would need to be some proof that the small business was impacted by the public health emergency and was thus eligible for the CRF funds.

In the above OIG FAQ, "sub-recipient" refers to the beneficiary of the assistance, *i.e.*, the small business.

B. Questions Related to Administration of Fund Payments

1. *Do governments have to return unspent funds to Treasury?*

Yes. Section 601(f)(2) of the Social Security Act, as added by section 5001(a) of the CARES Act, provides for recoupment by the Department of the Treasury of amounts received from the Fund that have not been used in a manner consistent with section 601(d) of the Social Security Act. If a government has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the Department of the Treasury.

2. *What records must be kept by governments receiving payment?*

A government should keep records sufficient to demonstrate that the amount of Fund payments to the government has been used in accordance with section 601(d) of the Social Security Act.

3. *May recipients deposit Fund payments into interest bearing accounts?*

Yes, provided that if recipients separately invest amounts received from the Fund, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended.

4. *May governments retain assets purchased with payments from the Fund?*

Yes, if the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act.

5. *What rules apply to the proceeds of disposition or sale of assets acquired using payments from the Fund?*

If such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Fund provided by section 601(d) of the Social Security Act.

6. *Are Fund payments to State, territorial, local, and tribal governments considered grants?*

No. Fund payments made by Treasury to State, territorial, local, and Tribal governments are not considered to be grants but are "other financial assistance" under 2 C.F.R. § 200.40.

7. *Are Fund payments considered federal financial assistance for purposes of the Single Audit Act?*

Yes, Fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

8. *Are Fund payments subject to other requirements of the Uniform Guidance?*

Fund payments are subject to the following requirements in the Uniform Guidance (2 C.F.R. Part 200): 2 C.F.R. § 200.303 regarding internal controls, 2 C.F.R. §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

9. *Is there a Catalog of Federal Domestic Assistance (CFDA) number assigned to the Fund?*

Yes. The CFDA number assigned to the Fund is 21.019.

10. *If a State transfers Fund payments to its political subdivisions, would the transferred funds count toward the subrecipients' total funding received from the federal government for purposes of the Single Audit Act?*

Yes. The Fund payments to subrecipients would count toward the threshold of the Single Audit Act and 2 C.F.R. part 200, subpart F re: audit requirements. Subrecipients are subject to a single audit or program-specific audit pursuant to 2 C.F.R. § 200.501(a) when the subrecipients spend \$750,000 or more in federal awards during their fiscal year.

11. *Are recipients permitted to use payments from the Fund to cover the expenses of an audit conducted under the Single Audit Act?*

Yes, such expenses would be eligible expenditures, subject to the limitations set forth in 2 C.F.R. § 200.425.

12. *If a government has transferred funds to another entity, from which entity would the Treasury Department seek to recoup the funds if they have not been used in a manner consistent with section 601(d) of the Social Security Act?*

The Treasury Department would seek to recoup the funds from the government that received the payment directly from the Treasury Department. State, territorial, local, and Tribal governments receiving funds from Treasury should ensure that funds transferred to other entities, whether pursuant to a grant program or otherwise, are used in accordance with section 601(d) of the Social Security Act as implemented in the Guidance.

13. *What are the differences between a subrecipient and a beneficiary under the Fund for purposes of the Single Audit Act and 2 C.F.R. Part 200, Subpart F regarding audit requirements?*

The Single Audit Act and 2 C.F.R. Part 200, Subpart F regarding audit requirements apply to any non-federal entity, as defined in 2 C.F.R. 200.69, that receives payments from the Fund in the amount of \$750,000 or more. Non-federal entities include subrecipients of payments from the Fund, including recipients of transfers from a State, territory, local government, or tribal government that received a payment directly from Treasury. However, subrecipients would not include individuals and organizations (*e.g.*, businesses, non-profits, or educational institutions) that are beneficiaries of an assistance program established using payments from the Fund. The Single Audit Act and 2 C.F.R. Part 200, Subpart F regarding audit requirements do not apply to beneficiaries.

Please see Treasury Office of Inspector General FAQs at <https://www.treasury.gov/about/organizational-structure/ig/Audit%20Reports%20and%20Testimonies/OIG-CA-20-028.pdf> regarding reporting in the GrantSolutions portal.

Exhibit B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR THE DISTRICT

Federal Executive Order 12549 requires screening each covered potential subrecipient of federal funds to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each subrecipient of federal funds covered must also screen each of its covered subrecipients.

In this certification "District" refers to both the Lockhart Independent School District and any subrecipients; "contract" refers to both contract and subcontract.

By signing and submitting this certification, the District accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the District knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, Caldwell County may pursue available remedies, including suspension and/or debarment.
2. The District shall provide immediate written notice to the person to whom this certification is submitted if at any time the District learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principle," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549.
4. The District agrees by submitting this certification that, should the proposed covered contract be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by a federal department or agency, as applicable.

Do you have or do you anticipate having subcontractors under this contract? YES NO

5. The District further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts; and in solicitations for all covered subcontracts.
6. District may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. District must at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document.

The knowledge and information of District is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for contracts authorized under paragraph 4 of these terms, if District in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, any federal agency may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered District:

____ The District certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency, or the State of Texas.

____ The District is unable to certify to one or more of the terms in this certification. In this instance, the District must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Lockhart Independent School District

Mark Estrada
Superintendent, LISD

Date: _____

Exhibit C

Federal Anti-Lobbying Certification

The undersigned District certifies that, to the best of its knowledge:

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

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

The District shall require that:

- 1) the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and
- 2) all subrecipients certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The District certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the District understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

For District:

Lockhart Independent School District

Mark Estrada
Superintendent, LISD

Date: _____

14. Discussion/Action to consider approval of a Professional Services Agreement with Texas State University and The Meadows Center for Water and the Environment for services performed for the 2021 Feral Hog Program Grant. **Speakers: Judge Haden/ Dennis Engelke; Backup: 8; Cost: None**

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hoppy.haden@co.caldwell.tx.us and ezzy.chan@co.caldwell.tx.us . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: November 24, 2020

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

Discussion/Action to consider approval of a Professional Services Agreement with Texas State University and The Meadows Center for Water and the Environment for services performed for the 2021 Feral Hog Program grant.

1. Costs:

Actual Cost or **Estimated Cost** \$ 0

Is this cost included in the County Budget? 0

Is a Budget Amendment being proposed? 0

2. Agenda Speakers:

	Name	Representing	Title
(1)	Hoppy Haden		County Judge
(2)	Dennis Engelke		Grants Administrator
(3)			

3. Backup Materials: None To Be Distributed 8 total # of backup pages
(including this page)

4. 
Signature of Court Member

Date 11/12/2020

Exhibit A

**CALDWELL COUNTY FY2021 FERAL HOG PROGRAM
PROFESSIONAL SERVICES AGREEMENT**

This Caldwell County FY2020 Feral Hog Program Professional Services Agreement (hereinafter "Agreement") is entered into on November 24, 2020 and will continue through August 31, 2021, between Caldwell County ("COUNTY"), a political subdivision of the State of Texas, and Texas State University ("TXSTATE") to be performed by the Meadows Center for Water and the Environment.

TXSTATE. Subject to the terms and conditions of this Agreement, the COUNTY hereby engages TXSTATE to perform the services set forth herein and further defined in the Scope of Work, included as "Attachment A" and incorporated herein for all purposes, and TXSTATE hereby accepts such engagement.

Duties, Term, and Compensation. TXSTATE's duties, term of engagement, compensation and provisions for payment thereof shall be as set forth in the attached Scope of Work and the Addendum to Contract, included as "Attachment B", which may be amended in writing and signed by both parties from time to time if agreeable to the COUNTY and TXSTATE.

Expenses. During the term of this Agreement, TXSTATE shall invoice the COUNTY quarterly, beginning on February 1, 2021, and the COUNTY shall reimburse TXSTATE for reasonable and approved out-of-pocket expenses which are incurred in connection with the performance of the duties hereunder. All Payments should be made in accordance with attached Scope of Work.

Written Reports. The COUNTY may request that project plans, progress reports be provided by TXSTATE on a monthly basis. A final report shall be due at the conclusion of this Agreement and shall be submitted to the COUNTY in a written report at such time. The final report shall be in such form and setting forth such information and data as is reasonably requested by the COUNTY.

Inventions. Any and all inventions, discoveries, developments and innovations conceived by TXSTATE during this engagement relative to the duties under this Agreement shall be the exclusive property of the COUNTY; and TXSTATE hereby assigns all right, title, and interest in the same to the COUNTY. Any and all inventions, discoveries, developments and innovations conceived by TXSTATE prior to the term of this Agreement and utilized by TXSTATE in rendering duties to the COUNTY are hereby licensed to the COUNTY for use in its operations and for an infinite duration. This license is non-exclusive and may be assigned without TXSTATE's prior written approval by the COUNTY to a wholly-owned subsidiary of the COUNTY.

Confidentiality. TXSTATE acknowledges that during the term of this Agreement TXSTATE will have access to and become acquainted with various trade secrets, inventions, innovations, processes; information, records and specifications owned or licensed by the COUNTY and/or used by the COUNTY in connection with the operation of its business including, without limitation, the COUNTY's business and product processes, methods, customer lists, accounts

and procedures. TXSTATE agrees that TXSTATE will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required during this engagement with the COUNTY. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the COUNTY, whether prepared by TXSTATE or otherwise coming into TXSTATE's possession, shall remain the exclusive property of the COUNTY, TXSTATE shall not retain any copies of the foregoing without the COUNTY's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the COUNTY, TXSTATE shall immediately deliver to the COUNTY all such files, records, documents, specifications, information, and other items in TXSTATE's possession or under TXSTATE's control. TXSTATE further agrees that TXSTATE will not disclose the terms of this Agreement to any person without the prior written consent of the COUNTY and shall at all times preserve the confidential nature of TXSTATE's relationship to the COUNTY and of the services hereunder.

Conflicts of Interest. TXSTATE represents that TXSTATE is free to enter into this Agreement, and that it does not violate the terms of any agreement between TXSTATE and any third party. Further, TXSTATE, in rendering TXSTATE's duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which TXSTATE does not have a proprietary interest. During the term of this Agreement, TXSTATE shall devote as much of TXSTATE's productive time, energy and abilities to the performance of TXSTATE's duties hereunder as is necessary to perform the required duties in a timely and productive manner. TXSTATE is expressly free to perform services for other parties while performing services for the COUNTY.

Right to Injunction. The parties hereto acknowledge that the services to be rendered by TXSTATE under this Agreement and the rights and privileges granted to the COUNTY under the Agreement are of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and the breach by TXSTATE of any of the provisions of this Agreement will cause the COUNTY irreparable injury and damage. TXSTATE expressly agrees that the COUNTY shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by TXSTATE. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that the COUNTY may have for damages or otherwise. The various rights and remedies of the COUNTY under this Agreement, or otherwise, shall be construed to be cumulative, and no one of them shall be exclusive of any other or of any right or remedy allowed by law.

Termination. The COUNTY may terminate this Agreement at any time by 10 working days' written notice to TXSTATE in accordance with the "Notices" section below. In addition, if TXSTATE is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of the COUNTY, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the COUNTY at any time may terminate the engagement of

TXSTATE immediately and without prior written notice to TXSTATE.

Independent Contractor. This Agreement shall not render TXSTATE an employee, partner, agent of, or joint venture with the COUNTY for any purpose. TXSTATE is and will remain an independent contractor in TXSTATE's relationship to the COUNTY. The COUNTY shall not be responsible for withholding taxes with respect to TXSTATE's compensation hereunder. TXSTATE shall have no claim against the COUNTY hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

Choice of Law. The laws of the state of Texas shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

Waiver. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

Assignment. TXSTATE shall not assign any of TXSTATE's rights under this Agreement, or delegate the performance of any of TXSTATE's duties hereunder, without the prior written consent of the COUNTY.

Notices. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

Professional Services to be provided by:

Texas State University
The Meadows Center for Water and the Environment
601 University Dr.
San Marcos, TX 78666

Email: sharla@txstate.edu, nickdornak@txstate.edu

Phone: 512-245-9201

Professional Services acquired by:

Caldwell County
Attn: County Judge's Office
110 S. Main Street
Lockhart, TX 78644

Email: Barbara.gonzales@co.caldwell.tx.us, dennis.engelke@co.caldwell.tx.us,
hoppy.haden@co.caldwell.tx.us
Phone: 512-398-1809

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by the parties hereto.

Entire Understanding. This Agreement and any attachments or exhibits attached hereto constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

TEXAS STATE:

CALDWELL COUNTY:

**Dan Alden, Director of Procurement
and Strategic Sourcing
Texas State University**

**Hoppy Haden
Caldwell County Judge**

ATTACHMENT A Scope of Work

Texas State University, the Meadows Center for Water and the Environment ("TXSTATE") will support Caldwell County ("COUNTY") in the completion of deliverables for "Texas A&M AgriLife Extension Feral Hog Abatement Grant – Caldwell County" toward fulfillment of the Interlocal Agreement by and between Caldwell County and Texas A&M AgriLife Extension Service as executed by Caldwell County November 24, 2020.

It is estimated that the Meadows Center can complete the proposed services outlined below for \$6,000 that includes approximately 80 hours of TXSTATE staff time. TXSTATE will bill the COUNTY monthly for work performed.

Specifically, as mutually agreed to in the project's Work Plan timeline and as part of the overarching project tasks, TXSTATE will:

- **General Project Management:** Project oversight and coordination including progress reports and coordination among County staff for project deliverables.
- **Website Development/Social Media Campaign:** Manage project website and social media platform.
- **Two (2) Landowner Outreach Events:** Coordination of one (1) Caldwell Co. Feral Hog Workshop and one (1) one-hour webinars.
- **Caldwell County Feral Hog Removal Tracking including a County Level Damage Assessment:** With assistance from Caldwell County AgriLife Extension, develop and deliver tracking tool and County Level Damage and Control Assessment.
- **Remote-operated feral hog trap sharing cooperative:** Assist Caldwell County Feral Hog Task Force to update tracking tool for trap sharing cooperative program currently being implemented by the Caldwell County Feral Hog Task Force.
- **Cost-sharing incentive programs – trapping supplies and aerial hunting:** Implement cost sharing incentive programs. Trapping supplies for up to three program participants. Secure aerial services contracts for up to 10 hours of aerial hunting service contracts.
- **Micro grants** – Create program and assist County in awarding two (2) \$1,000 grants to local landowners to support feral hog management challenges. Funding to support technical support and/or equipment.
- **Caldwell County Feral Hog Bounty Program:** Train and assist Caldwell County AgriLife Extension and/or Plum Creek Watershed Partnership on conducting Bounty Program.
- **Development of Final Report:** Draft final report due 7/31/21. Final report due 8/31/21.

ATTACHMENT B
Addendum to Contract

APPLICABLE LAW: THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS SHALL APPLY.

LIMITATIONS:

The parties acknowledge that they are aware that there are constitutional and statutory limitations on the authority of Texas State University ("Texas State" or "University") to enter into certain terms and conditions of an agreement, including, but not limited to:

- those terms and conditions relating to liens on University's property;
- disclaimers and limitations of warranties;
- disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes;
- limitations of periods to bring legal action; granting control of litigation or settlement to another party;
- liability for acts or omissions of third parties;
- payment of attorneys' fees; dispute resolution; indemnities; and,
- confidentiality (collectively, the "Limitations").

Terms and conditions related to these "Limitations" will not be binding except to the extent authorized by the laws and Constitution of the State of Texas.

WAIVER OF SOVEREIGN IMMUNITY:

Upon award, the parties specifically agree that (i) neither the execution of the Agreement, nor any other conduct, action or inaction of any representative of Texas State relating to the Agreement constitutes, or is intended to constitute, a waiver of Texas State's, or the state's, sovereign immunity to suit; and (ii) the University has not waived its right to seek redress in the courts.

INDEMNIFICATION:

This section shall apply only to the extent permitted by Texas law. Texas State does not waive any of its constitutional statutory or common law rights, privileges, immunities or defenses under Texas law.

DISPUTE RESOLUTION:

To the extent that Chapter 2260, *Texas Government Code*, is applicable to any resulting agreement and is not preempted by other applicable law, the dispute resolution process provided for in Texas Government Code Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, will be used by the parties to attempt to resolve any claim for breach of contract made that cannot be resolved in the ordinary course of business.

NOTE: In accordance with Texas Education Code, Chp. 51, Sec. 51.9335, Subsection (h):

"in any contract for the acquisition of goods and services to which an institution of higher education is a party, a provision required by applicable law to be included in the contract is considered to be part of the executed contract without regard to (1) whether the provisions appear on the face of the contract; or (2) whether the contract includes any provisions to the

contrary."

ADHERENCE TO UNIVERSITY POLICIES:

By executing the Agreement, the COUNTY agrees to comply with all University Policies including but not limited to the following and, at a minimum, shall apply to the COUNTY's employees and subcontractors while on the Texas State campus:

- a. On-campus driving and parking;
- b. Prohibition on smoking or tobacco use;
- c. Fire safety;
- d. Hazardous Materials;
- e. Drug-free workplace; and,
- f. Prohibition of sexual harassment, or harassment or discrimination based on race, color, national origin, age, sex, religion, disability, or sexual orientation .

PUBLIC INFORMATION:

University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the Texas Public Information Act, Chapter 552, Texas Government Code. Sponsor is required to make any information created or exchanged with the state pursuant to this contract, which is not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state. The following format(s) shall be deemed to be in compliance with this provision: electronic files in Word, PDF, or similar generally accessible format.

NONDISCRIMINATION:

In their execution of this agreement, all contractors, subcontractors, their respective employees, and others acting by or through them shall comply with all federal, state, University and the Texas State University System policies and laws prohibiting discrimination, harassment, and sexual misconduct. Any breach of this covenant may result in termination of this agreement.

PAYMENT TERMS:

University will pay for Work performed in accordance with Texas Government Code; Section 2251 "Prompt Payment".

University, an agency of the State of Texas, is exempt from Texas Sales & Use Tax on the Work in accordance with Section 151.309, Texas Tax Code, and Title 34 Texas Administrative Code ("TAC") Section 3.322.

15. Discussion/Action to reappoint Will Conley as Primary Voting Member and Commissioner Ed Theriot as Alternate Member to the 2021 CAMPO Technical Advisory Committee (TAC). **Speaker: Judge Haden; Backup: 7; Cost: None.**

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hoppy.haden@co.caldwell.tx.us and ezzy.chan@co.caldwell.tx.us . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: 11/24/2020

Type of Agenda Item

- Consent
- Discussion/Action
- Executive Session
- Workshop
- Public Hearing

What will be discussed? What is the proposed motion?

to reappoint Will Conley as Primary Voting Member and Commissioner Ed Theriot as Alternate Member to the 2021 CAMPO Technical Advisory Committee (TAC).

1. Costs:

Actual Cost or Estimated Cost \$ none

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. Agenda Speakers:

	Name	Representing	Title
(1)	<u>Judge Haden</u>	_____	_____
(2)	_____	_____	_____
(3)	_____	_____	_____

3. Backup Materials: None To Be Distributed 7 total # of backup pages (including this page)

4. 
Signature of Court Member

11/13/2020
Date

Ezzy Chan

From: Kimberly Petty <kimberly.petty@wilco.org>
Sent: Wednesday, November 04, 2020 9:09 AM
To: Kimberly Petty
Subject: Request for Appointments to the 2021 CAMPO Technical Advisory Committee (TAC) Membership
Attachments: 2021-TAC-Appointment-Form.pdf; 2021-TAC-Appointment-Form-Smaller Cities.pdf; Guide for Appointing TAC Members.pdf; 2020 TAC Roster.pdf
Importance: High

Dear Policy Board Members & Transportation Agencies,

One-year terms for the 2020 CAMPO Technical Advisory Committee (TAC) membership are approaching expiration. It has become necessary to appoint Primary Voting and Alternate Members for the 2021 membership. Attached are the 2021 CAMPO TAC Appointment Forms, "Guide for Appointments to the TAC" and current membership roster to assist you in making your selections. Please appoint a Primary Voting and Alternate Members for your city, county, or agency as indicated below.

- City of Austin 3 Primary Voting Members and 3 Alternate Members
- City of Cedar Park 1 Primary Voting Member and 1 Alternate Member
- City of Georgetown 1 Primary Voting Member and 1 Alternate Member
- City of Pflugerville 1 Primary Voting Member and 1 Alternate Member
- City of Leander 1 Primary Voting Member and 1 Alternate Member
- City of Round Rock 1 Primary Voting Member and 1 Alternate Member
- City of San Marcos 1 Primary Voting Member and 1 Alternate Member
- Bastrop County 1 Primary Voting Member and 1 Alternate Member
- Burnet County 1 Primary Voting Member and 1 Alternate Member
- Caldwell County 1 Primary Voting Member and 1 Alternate Member
- Hays County 1 Primary Voting Member and 1 Alternate Member
- Travis County 1 Primary Voting Member and 1 Alternate Member
- Williamson County 1 Primary Voting Member and 1 Alternate Member
- Each County - Smaller Cities 1 Primary Voting Member and 1 Alternate Member
- Cap Metro 1 Primary Voting Member and 1 Alternate Member
- CARTS 1 Primary Voting Member and 1 Alternate Member
- TxDOT 1 Primary Voting Member and 1 Alternate Member
- CTRMA 1 Primary Voting Member and 1 Alternate Member

Please return completed appointment forms via email to kimberly.petty@campotexas.org by Friday, December 18, 2020.

All inquiries regarding the CAMPO Technical Advisory Committee should be addressed via email to Chad McKeown, Deputy Executive Director at chad.mckeown@campotexas.org.

GUIDE FOR APPOINTMENTS TO THE TECHNICAL ADVISORY COMMITTEE

The Technical Advisory Committee (TAC) serves as an advisory group to the Transportation Policy Board (TPB). The TPB relies on the TAC to review technical information provided by the CAMPO staff or other relevant organizations to support the development of the Long-Range Plan, the 10-Year Program of Projects required by House Bill 20, and the Transportation Improvement Program. The TPB expects the TAC to provide recommendations to the TPB on a slate of transportation projects and activities upon completion of their review of all relevant technical information.

In order to ensure that the TAC functions as intended, it is important that each member jurisdiction of the TPB appoint TAC members and alternates that have the knowledge, experience, and responsibility to represent them. A TAC appointee and their alternate should hold a college degree and have substantial experience in civil engineering or transportation planning. Each TAC appointee and their alternate should also be a senior member of the organization and should have the level of responsibility to encumber public funds on behalf of the appointing jurisdiction. Most importantly, the TAC appointee and their alternate should have direct responsibility for the development and implementation of transportation projects.

Please find below a guide that may be used when considering the appointment of a TAC member. The guide gives some indication as to the level of responsibility a TAC appointee and their alternate should hold in their organization. The guide is not an exhaustive list. Ideally, a TAC appointee and their alternate will fall into one of the job titles (or a title closely equivalent) below:

Cities (All Categories – Smaller Cities, Between 50,000 & 500,000, Above 500,000)

- City Manager or Assistant City Manager
- Director and/or Assistant Director of Public Works
- Director and/or Assistant Director of Transportation
- Director and/or Assistant Director of Planning

Counties

- County Engineer or Assistant County Engineer
- Director of Infrastructure, Public Works or Transportation

Transportation Organizations

- Director or Assistant Director
- Organizational Lead for Engineering or Planning



2020 TECHNICAL ADVISORY COMMITTEE

City of Austin

Robert Spillar - *Primary Member*
Eric Bollich - *Alternate*

Cole Kitten - *Primary Member*
Liane Miller, AICP - *Alternate*

Stevie Greathouse - *Primary Member*
Warner Cook - *Alternate*

City of Cedar Park

Tom Gdala - *Primary Member*
Amy Giannini - *Alternate*

City of Georgetown

Ray Miller, Jr. - *Primary Member*
(Vacant) - *Alternate*

City of Leander

Terri Crauford, P.E. - *Primary Member*
Michael E. O'Neal, P.E. - *Alternate*

City of Pflugerville

Emily Barron - *Primary Member*
Trey Fletcher - *Alternate*

City of Round Rock

Gary Hudder - *Primary Member*
Gerald Pohlmeier - *Alternate*

City of San Marcos

Laurie Moyer - *Primary Member*
Rohit Vij - *Alternate*

Capital Metro

Sharmila Mukherjee - *Primary Member*
Sam Sargent - *Alternate*

Capital Area Rural Transportation System

David Marsh - *Primary Member*
Ed Collins - *Alternate*

Central Texas Regional Mobility Authority

Justin Word - *Primary Member*
Mike Sexton - *Alternate*

Texas Department of Transportation

Heather Ashley-Nguyen - *Primary Member*
Brandon Marshall - *Alternate*

Bastrop County

Julia Cleary - *Primary Member*
Carolyn Dill - *Alternate*

Bastrop County (Smaller Cities)

Amy Miller - *Primary Member*
Tony Buonodono, P.E. - *Alternate*

Burnet County

Greg Haley - *Primary Member*
Herb Darling - *Alternate*

Burnet County (Smaller Cities)

Mike Hodge - *Chair*
Caleb Kraenzel - *Alternate*

Caldwell County

Will Conley - *Primary Member*
Commissioner Ed Theriot - *Alternate*

Caldwell County (Smaller Cities)

Dan Gibson - *Primary Member*
(Vacant) - *Alternate*

Hays County

Jerry Borcharding - *Primary Member*
Tim Vande Vorde - *Alternate*

Hays County (Smaller Cities)

John Nett - *Primary Member*
Leon Barba - *Alternate*

Travis County

Charlie Watts - *Primary Member*
Cathy Stephens - *Alternate*

Travis County (Smaller Cities)

Council Member Amy Pattillo - *Primary Member*
Alex Amponsah - *Alternate*

Williamson County

Bob Daigh - *Primary Member*
Terron Evertson, P.E. - *Alternate*

Williamson County (Smaller Cities)

Samuel Ray - *Primary Member*
David Stallworth - *Alternate*



**2021 APPOINTMENT TO THE
TECHNICAL ADVISORY COMMITTEE**

PRIMARY VOTING MEMBER:

*Name: Will Conley

*Title: _____

*Organization: _____

*Representing: Caldwell County

*Address: 110 S. Main St., Lockhart, TX 78644

*Phone: 512-398-1808

*Email: willconley88@gmail.com

*Term Expiration: January 31, 2022

ALTERNATE VOTING MEMBER:

*Name: Ed Theriot

*Title: Commissioner, Precinct 3

*Organization: Caldwell County

*Representing: Caldwell County, Pct. 3

*Address: 110 S. Main St. 78644

*Phone: 512-398-1808

*Email: ed.theriot@co.caldwell.tx.us

*Term Expiration: January 31, 2022

Return to: Kimberly Petty, Executive Assistant
CAMPO
3300 N. IH-35, Suite 630
Austin, Texas 78705
kimberly.petty@campotexas.org

Signature of Appointing Official

***DEADLINE FOR COMPLETED FORM - DECEMBER 18, 2020**

16. Discussion/Action to discuss terminating the current mowing contract **Speakers:**
Judge Haden/ Donald LeClerc;
Backup: 2; Cost: None

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hoppy.haden@co.caldwell.tx.us and ezzy.chan@co.caldwell.tx.us. Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: 11/24/2020

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?
to discuss terminating the current mowing contract.

1. **Costs:**

Actual Cost or Estimated Cost \$ None

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. **Agenda Speakers:**

	Name	Representing	Title
(1)	<u>Judge Haden</u>	_____	_____
(2)	<u>Donald LeClerc</u>	_____	_____
(3)	_____	_____	_____

3. **Backup Materials:** None To Be Distributed 1 total # of backup pages
(including this page)

4. 
Signature of Court Member

11/18/2020
Date

Hoppy Haden
County Judge
512 398-1808

Angela Rawlins
County Treasurer
512 398-1800

Barbara Gonzales
County Auditor
512 398-1801



Caldwell County Courthouse
110 South Main Street
Lockhart, TX 78644
Fax: 512 398-1828

B.J. Westmoreland
Commissioner Precinct 1

Barbara Shelton
Commissioner Precinct 2

Edward "Ed" Theriot
Commissioner Precinct 3

Joe Ivan Roland
Commissioner Precinct 4

November 24, 2020
19600 Prarie Wind Road
Attn: Mr. AJ Heckel
Amarillo, TX 79124

Re: Caldwell County Mowing / Litter Control Contract

Mr. Heckel,

Please be advised that the County has elected to terminate its existing contract with H & H Enterprises. This termination is effective immediately.

Under the contract, H & H Enterprises, its employees and subcontractors shall cease all work immediately and prepare a final invoice within 30 calendar days of this notice. The County will honor its obligations under the contract and pay for services performed to date.

Thank you for your prompt attention to this matter.
Sincerely,

Hoppy Haden, County Judge

17. Discussion/Action to discuss possibility of hiring five (5) new Unit Road employees for mowing. **Speakers: Judge Haden/ Donald LeClerc; Backup: 2; Cost: Not to Exceed \$260,000**

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hobby.haden@co.caldwell.tx.us and ezzy.chan@co.caldwell.tx.us . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: 11/24/2020

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

to discuss hiring five new Unit Road employees for County-wide mowing.

1. Costs:

Actual Cost or Estimated Cost \$ 260,000 Not To Exceed

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. Agenda Speakers:

	Name	Representing	Title
--	------	--------------	-------

(1) Judge Haden

(2) Donald LeClerc

(3) _____

3. Backup Materials: None To Be Distributed 2 total # of backup pages (including this page)

4. 
Signature of Court Member

Date 11/18/2020

MOWING CONTRACT VS UNIT ROAD MOWING

Mowing Contract	\$260,000.00
-----------------	--------------

For two mowing cycle

Unit Road Hiring 5 people to mow

Salaries For five employees	\$250,000.00
-----------------------------	--------------

3 New Tractors with Cutters	\$210,000.00
-----------------------------	--------------

Needed for Unit Road	\$200,000.00
----------------------	--------------

If we hire five employees to mow it will take about six months to mow two cycles. The other six months these employees will be helping picking up litter, brush cutting, processing roads to get ready to pave, sealcoating and helping out with all other maintenance. This would be a major help to Unit Road in serving the citizens of Caldwell County. Thanks for your consideration in this issue.

Donald A. Leclerc

Unit Road Administrator

18. Discussion/Action to approve RFQ21CCP01Q for Engineering Services on State Hwy. 142 Project. **Speaker: Judge Haden/ Danie Blake; Backup: 11; Cost: TBD**

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hoppy.haden@co.caldwell.tx.us and ezzy.chan@co.caldwell.tx.us. Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: 11/24/2020

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

to approve RFQ21CCP01Q for Engineering Services on State Hwy 142 Project.

1. **Costs:**

Actual Cost or Estimated Cost \$ TBD

Is this cost included in the County Budget? Yes

Is a Budget Amendment being proposed? No

2. **Agenda Speakers:**

	Name	Representing	Title
--	------	--------------	-------

(1) Judge Haden

(2) Danie Blake

(3) _____

3. **Backup Materials:** None To Be Distributed 11 total # of backup pages
(including this page)

4. 
Signature of Court Member

Date 11/17/2020

Request for Statements of Qualifications
RFQ 21CCP01Q Professional Engineering Services for:
SH 142 from SH 80 to SH 130

Caldwell County invites qualified firms to submit Statements of Qualifications (SOQs) for professional engineering services for SH 142 from SH 80 to SH 130. Professional engineering services include, but are not limited to: Preliminary Engineering, preparation of Plans Specifications and Estimates (PS&E), and Construction Phase Services.

Five (5) copies of the Statement of Qualifications (SOQ) and one (1) electronic PDF copy must be received no later than 2:00 pm on January 13th, 2021 {two weeks from issuance date}. SOQs must be addressed as follows:

Danie Blake

Purchasing Agent

Caldwell County

110 S. Main Street
Lockhart, TX 78644

Statement of Qualifications for:

PROFESSIONAL ENGINEERING SERVICES FOR:

SH 142 from SH 80 to SH 130

Caldwell County expressly reserves the right to accept or reject any and all statements submitted, is under no legal requirement to execute a resulting contract on the basis of this advertisement, and intends the material provided only as a means of identifying the various contractor alternatives. Caldwell County will base its choice on demonstrated competence, qualifications, and evidence of superior conformance with criteria.

This request for Statements of Qualifications does not commit Caldwell County to pay any costs incurred prior to execution of a contract. Issuance of this material in no way obligates Caldwell County to award a contract or to pay any costs incurred in the preparation of a response. Caldwell County specifically reserves the right to vary all provisions set forth at any time prior to execution of a contract where it deems it to be in the best interest of Caldwell County.

Any inquiries relating to this Request for Qualifications must be submitted in writing and received no later than 2:00 p.m. on January 6th, 2020 {one week from issuance date} and shall be directed to Danie Blake at the above address or emailed to Danielle.blake@co.caldwell.tx.us.

Supplemental information relative to this project (if any) may be located on the County's Website at <https://www.co.caldwell.tx.us/page/caldwell.BidRequests>.

1 SERVICES TO BE PROVIDED

Preliminary Engineering (Phase I)

Preliminary Engineering services are generally described as, but not limited to, preliminary planning, coordination with the Capital Area Metropolitan Planning Organization (CAMPO), submittal of Transportation Improvement Program (TIP) updates, development of funding agreements, alternatives analysis, services for development of a design schematic, environmental documents/studies in support of the schematic work and to assess all necessary permits for the project, public involvement, data collection analysis, obtaining environmental clearance, hydraulic study and analysis, conceptual traffic control, traffic projections, traffic engineering and operations including traffic simulations and 3-D visualizations, horizontal and vertical surveying and right-of-way mapping, subsurface utility engineering (SUE), preliminary geotechnical studies and pavement analysis, and preliminary utility coordination to identify potential conflicts.

Plans Specifications and Estimate (Phase II)

Provide the engineering and surveying expertise to design and prepare plans, specifications, and estimates approved by the County and other regulatory agencies for the project.

Preparation of all preliminary, intermediate, and final design plans and specifications to include streets; drainage; bridges; utility relocations; right-of-way engineering; right-of-way acquisition services for purchase of right-of-way and/or easements (including appraisals); environmental mitigation, remediation and monitoring; and provide final coordination with utilities and other regulatory entities to secure approval of designs and procurement of permits.

Construction Phase Services (Phase III)

Construction Phase Services generally consist of preparation of bid package(s), bid tabulation and periodic observation of construction, evaluation of laboratory reports, shop drawings, field alteration requests, contractor estimates for payment, recapitulation of over/under runs, and preparation of record drawings.

2 STATEMENT OF QUALIFICATIONS PACKAGE CONTENTS

SOQ CONTENT: Consultant qualifications will be based upon information provided in adherence to the requirements of Section 3 – INFORMATION REQUIRED FROM SERVICE PROVIDER and scored on the criteria provided in Section 4 – SOQ EVALUATION PROCESS AND EVALUATION CRITERIA. The proposing firm shall tailor the SOQ to reflect the firm’s approach to performing the specific services required for SH 142 from SH 80 to SH 130. Consultant selections for the project will be based solely on this criteria.

NUMBER OF COPIES OF THE SOQ NEEDED: The provider shall provide five (5) printed copies of the SOQ and one (1) electronic PDF version on a data storage device (e.g., USB flash drive) of the SOQ submittal; no other distribution of the SOQ will be made by the service provider. On each printed copy, the provider shall print or type his/her name and manually sign the SOQ.

SOQ FORMAT: The originals must be submitted in bound volumes on standard 8 ½” x 11” paper. Tabloid 11”x17” paper will be permitted but will be counted as two (2) pages. The SOQ may be no longer than 15 single sided pages. Front and back covers, and resumes are not included in the fifteen (15) page limit. All other pages, including the Letter of Transmittal and Certification, will be included in the fifteen (15) page limit. Resumes will be limited to one (1) page per person and included in the appendix.

It is Caldwell County’s intent to allow the provider latitude in the formatting of the SOQ so that the provider may enhance the visual effectiveness of the SOQ. The SOQ may include graphics, tables, and photos within the written narrative. This latitude should not be abused (e.g., shrinking the margins and font sizes for the sole purpose of including as much content as possible) because the County may consider how well the information is presented when scoring. Caldwell County is generally interested in quality not quantity. The SOQ must meet the following requirements:

- a. Be legible when printed on 8.5 inches by 11 inches paper (11-point Calibri font is recommended, unreadable text will be ignored)
- b. Include adequate margins (a minimum margin of 0.5 inches is recommended, text not printed due to inadequate margins will be ignored)
- c. Include the prime firm name on each page
- d. Include page numbers on each page

Respondent should consider that Caldwell County may distribute SOQ to panel selection members in electronic or hardcopy form. If the material is not presented in a readable or understandable format, it will not be scored.

OFFICIALS NOT TO BENEFIT: No County employee, Commissioners Court member, or elected official shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom.

REJECTION OF SOQs: The County reserves the right to reject any and all SOQs received as a result of this Request for Qualifications or to negotiate separately with any source whatsoever in any manner necessary to serve the best interest of the County. The County does not intend to pay for the information solicited or obtained through any response.

INCURRING COSTS: The County is not liable for any cost incurred by the service provider prior to issuance of a contract.

INQUIRIES: Questions regarding this RFQ must be submitted in writing to the issuing office or department. Any inquiries relating to this RFQ must be submitted in writing or emailed to Danielle.blake@co.caldwell.tx.us and

received no later than 2:00 p.m. on January 6th, {one week from issuance date}, 2020. Questions and answers that change or substantially clarify the Request for Qualifications will be affirmed in writing and will be posted to the County's Website at <https://www.co.caldwell.tx.us/page/caldwell.BidRequests> no later than 5:00 P.M. on January 1st, 2020.

Any necessary request for clarification, delineation, or explanation of a company's SOQ will be made in writing by Caldwell County or other designated agent with copies to the Commissioners Court, and the response will follow the same procedure or as otherwise directed by the Court.

ADDENDA TO THE REQUEST FOR QUALIFICATIONS: In the event it becomes necessary to revise any part of this RFQ, addenda will be posted to the County's Website at <https://www.co.caldwell.tx.us/page/caldwell.BidRequest>.

RESPONSE DATE: To be considered, SOQs must be received by the Purchasing Department no later than 2:00 p.m. on January 13th, {two weeks from issuance date}, 2020. Service providers mailing SOQs should allow normal mail delivery time to ensure timely receipt of their SOQ.

ACCEPTANCE OF RFQ AND SOQ CONTENT: To be considered, service providers must submit a complete response to this Request for Qualifications. SOQs must be signed by an official authorized to commit the firm to its provisions. The service provider will make no other distribution of the SOQs.

PRIME CONSULTANT RESPONSIBILITIES: The selected service provider will be required to assume responsibility for all services offered in the SOQ whether or not the service provider produces them. Further, the County will consider the selected service provider to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

3 INFORMATION REQUIRED FROM SERVICE PROVIDER

COVER CITATION: The following citation should be on the cover:

Submitted to:

Danie Blake

Purchasing Agent

Caldwell County

110 S. Main Street
Lockhart, TX 78644

Statement of Qualifications for:

PROFESSIONAL ENGINEERING SERVICES FOR:

SH 142 from SH 80 to SH 130

(Date of submittal)

LETTER OF TRANSMITTAL: The transmittal letter must include:

- Brief statement of understanding of the work to be performed and a positive commitment to perform the work within the time period.
- Introduction of the proposed Project Manager for this project.
- Name of the contact person or representative for the firm, their title, address and phone number. State whether the contact person is authorized to commit the firm to the provisions of the SOQ. If not, state who is authorized to commit the firm to the provisions of the SOQ on behalf of the firm.

SERVICE PROVIDER INFORMATION: The respondent will provide information about the firm(s) and the personnel to be assigned to this project. Be sure to include:

- The name and business address of the firm and principal who would be responsible for the work.
- Current resumes of the proposed project manager and key personnel to be committed to the project. Also state what task these individuals were assigned and responsible for on each project represented in the resumes. Resumes will be limited to one (1) page each and included in the appendix.
- A list of relevant projects completed or under design by the Project Manager and Key Staff of similar scope to the proposed project with approximate construction costs. State what roles the Project Manager or Key Staff were assigned and responsible for on each project.
- A list of three (3) references complete with names, addresses, and phone numbers. This information should be provided for the prime consultant and project manager.

PROPOSAL: The prime provider firm must use the information in the following paragraphs to produce a written narrative (Proposal). The project manager identified in the Proposal must match the project manager listed on the SOQ Cover Page or the SOQ will be considered non-responsive. In developing the narrative, the prime provider

firm should focus on the technical approach, the experience of the prime provider project manager, the plan for managing the project, and the key staff's relevant experience (prime provider or subprovider) as they relate to the information in the following paragraphs:

The contract includes preliminary Engineering, PS&E, and Construction Phase services for added capacity improvements to SH 142 from SH 80 to SH 130 in Caldwell County.

Detail your Project Manager's experience that makes them the most qualified to manage the SH 142 project through all three phases. Give specific examples showing his or her skills related to schedule management, resource coordination, quality control, constructability, budgeting, and communication.

Describe your approach to managing Preliminary Engineering, PS&E, and Construction phase services for one project. Describe your approach to maintaining continuity in Key Personnel positions throughout all phases of the project, and your staffing plan adjustments that will be made as the project moves through subsequent phases of implementation.

Describe your understanding of the project. Describe your approach to developing a schematic and obtaining environmental approval for added capacity projects in the Central Texas region. Describe your approach to developing PS&E plans, and providing construction phase services for added capacity projects. Describe the risks to the development of the project and how the Project Manager will minimize and mitigate those risks to stay within budget and on schedule. Include in your discussion your team's approach to designing quality traffic control plans in rural locations. Include relevant experience for Key Staff and the Project Manager.

Describe your approach to maximizing public involvement for similar projects, including approaches to public involvement during the 2020 Pandemic. Describe your process during PS&E to minimize impacts to utilities and right-of-way. Provide examples that support your approach.

4 SOQ EVALUATION PROCESS AND EVALUATION CRITERIA

Caldwell County selection panel members will independently score SOQs based on the evaluation criteria and relative importance factors (weightings) provided below.

Evaluation Criteria	Weighting for Evaluation of SOQ
Project Manager's Relevant Experience	40
Key Staff's Relevant Experience	25
Project Management Planning	10
Technical Approach	25
Total	100

PROJECT MANAGER RELEVANT EXPERIENCE: Describe the Project Manager's planning experience including experience working with the Capital Area Metropolitan Planning Organization (CAMPO), experience submitting Transportation Improvement Program update applications, and experience developing funding agreements for similar projects.

Describe the Project Manager's relevant experience working with transportation agencies and other governmental bodies operating in Caldwell County, including TxDOT, the Federal Highway Administration (FHWA), the Texas Commission on Environmental Quality, and the United States Army Corps of Engineers.

Describe the Project Manager's experience managing similar projects through Preliminary Engineering, PS&E, and Construction phases. Describe the Project Manager's experience implementing staffing plans through the transition from Preliminary Engineering to PS&E, and the transition from PS&E to construction phase services.

Describe the Project Manager's relevant experience designing similar facilities and coordination with TxDOT to obtain approval.

KEY STAFF RELEVANT EXPERIENCE: Describe the Key Staff members' relevant experience with similar projects. Include a description of their experience providing Preliminary Engineering, PS&E, and Construction phase services for similar projects.

Describe the Key Staff's relevant experience obtaining TxDOT approval for similar facilities. Describe the Key Staff's relevant experience developing plans for phased improvements and/or interim builds. Describe your experience minimizing throw away pavement and reducing costs associated with full implementation of the project.

PROJECT MANAGEMENT PLAN: Describe how the firm proposes to manage the project. Provide general information on the organization and management processes of the firms involved in the project. This section should answer such questions as: Who will have overall responsibility? What will the lines of authority be? Discuss how the coordination and exchange of information will be assured between the County, contractor, and other governmental bodies. Discuss your approach to project phasing and staffing level adjustments as the project transitions between phases. Provide a description of the quality control and quality assurance procedures and other technical activities specific to the project that will be implemented to provide high-quality deliverables. In addition to the narrative description, this management plan should include an organization chart of the project team.

TECHNICAL APPROACH: Identify and outline what the firm proposes to do. Describe your firm's approach to performing the specific services required in this project. Include a schedule of work to be performed with appropriate milestones. Present a discussion of the Service Provider's understanding of the necessary services through construction and its approach and methodology to providing those Services. The work plan should include at a minimum: itemized tasks, resource requirements, specialized skills needed, special considerations, and possible challenges in completing the project. Provide a thorough understanding of the development of a project of this nature, as well as possible design and implementation alternatives and potential cost savings specific to this project. Describe your approach to minimizing throw away pavement and reducing costs associated with full implementation of the project. Provide a risk management plan to keep the project within budget and on schedule.

Caldwell County's selection panel members will use the requirements above to evaluate the SOQs and generate SOQ scores. SOQ scores will be used to make the selection.

It is the practice of Caldwell County to encourage local participation and to promote and encourage contracting and subcontracting opportunities for locally owned businesses and labor in all contracts.

The County of Caldwell does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services. Caldwell County is an Affirmative Action/Equal Opportunity Employer and strives to attain goals for Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended. Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises are encouraged to submit SOQs.

5 GENERAL REQUIREMENTS

PROJECT MANAGER REQUIREMENT: The prime provider's project manager, as proposed in the SOQ, is required to be a registered Professional Engineer licensed in Texas by the SOQ deadline specified in this Solicitation.

The project manager must be an employee of the prime provider.

PROJECT MANAGER COMMITMENT: Caldwell County expects the prime provider firm to commit its project manager, as proposed in the SOQ, to the duration of the contract. Caldwell County further expects the project manager's commitment to the contract to include commitment as project manager to each work authorization without further delegation or substitution over the course of the contract.

In selecting a provider, Caldwell County evaluates the project manager's qualifications and skills against the specific requirements and unique demands of the contract. The project manager's commitment to the duration of the contract, therefore, is of key importance to Caldwell County. Project manager replacement on an active contract, while not strictly prohibited, will require Caldwell County's prior consent. Any such replacements will be subject to the terms of the agreement.

KEY STAFF REQUIREMENT: Key staff are personnel who bring unique experience or are considered critical to the successful execution of the contract, exclusive of the Project Manager. Key staff may include the Deputy Project Manager, critical Task Leaders, and other personnel with significant roles on the contract. For clarification, a critical Task Leader is a task leader that the firm has determined to be key to the successful execution of the contract.

PROJECT MANAGER OR TASK LEADER REPLACEMENT DURING SELECTION: Caldwell County rules allow the replacement of the key personnel during the selection process as described in this section; however, the team structure must remain intact until the contract is executed (i.e. subproviders included in the SOQ cannot be replaced or removed from the team prior to contract execution).

Prior to selection notification, the prime provider's project manager (PM) may be replaced only by another prime provider staff person as approved in writing by Caldwell County. After selection, but before contract execution, a PM cannot be replaced. Therefore, a selection will be rescinded for a firm that loses its PM during this period.

Prior to contract execution, a task leader (TL) may be replaced by another qualified prime provider or subprovider staff person, as approved in writing by Caldwell County.

REQUIREMENT FOR SUBMITTAL OF REQUEST BY PROVIDER: When requesting a replacement for a PM or TL, the prime provider firm must submit a letter to the Caldwell County with the following information:

- Certification that replacement PM is currently an employee of the prime provider firm, or that a replacement TL is currently an employee of the prime provider firm or a subprovider firm.
- The name of proposed individual and the reason for the replacement.
- Resume of the proposed replacement including the credentials and experience of the individual. Also include information about their licensures, or other certifications required in the RFQ.
- Resume of the person being replaced

6 CERTIFICATION

CERTIFICATION: The respondent is required to include the following notarized statement and signature area; failure to provide a notarized seal shall disqualify the firm:

I certify that the team meets the following requirements:

- The prime provider firm and all subprovider firms performing engineering, architecture, or surveying services are registered or licensed with the appropriate State licensing Board (Texas Board of Professional Engineers and Land Surveyors, or Texas Board of Architectural Examiners), and will maintain active status while completing any work authorizations that may result from the contract, if awarded.
- The prime provider firm and all subprovider firms are registered, as required, with the Texas Secretary of State's office to do business in the State of Texas with the legal firm name as indicated on the SOQ Cover Page. Individuals on the project team are currently employees of either the prime provider firm or a subprovider firm that has been identified on the team. (Reference IRS Publication 1779 for definition of employee versus independent contractor.)
- A Professional Engineer registered or licensed in Texas will sign and seal the work to be performed on the contract.
- The prime provider firm shall perform at least 30 percent of the contracted work with its own work force

I certify that I have carefully reviewed this Request for Qualifications and recognize that this SOQ becomes the property of Caldwell County and is non-returnable. I further certify that the enclosed information is accurate, and verifiable by Caldwell County, and that the below named signatory is fully authorized to commit the firm to the provisions of this SOQ.

Signature of Principal

Printed Name of Principal

Name of Firm

Date

Signature of Notary Seal:

Date

19. Discussion/Action concerning approval of an Order authorizing the filing of a Final Plat (Short Form Procedure) for Carrizales Acres on FM 1854. **Speaker: Commissioner Roland/ Kasi Miles; Backup: 12; Cost: None**

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hopyy.haden@co.caldwell.tx.us and ezzy.chan@co.caldwell.tx.us . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: 11/24/20

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

Discussion / Action concerning approval of an Order authorizing the filing of a Final Plat (Short Form Procedure) for Carrizales Acres on FM 1854. Cost: None Speaker: Commissioner Roland/ Kasi Miles Backup: 11

1. Costs:

Actual Cost or Estimated Cost \$ 0

Is this cost included in the County Budget? n/a

Is a Budget Amendment being proposed? n/a

2. Agenda Speakers:

	Name	Representing	Title
(1)	Kasi Miles	Caldwell County	Director of Sanitation
(2)			
(3)			

3. Backup Materials: None To Be Distributed 11 total # of backup pages (including this page)

4. Commissioner Roland 11/18/2020
Signature of Court Member **Date**

Exhibit A



7401B Highway 71 West, Suite 160
Austin, TX 78735
Office: 512.583.2600
Fax: 512.583.2601

Doucetengineers.com

November 17, 2020

Kasi Miles
Caldwell County
1700 FM 2720
Lockhart, Texas 78644

Re: Carrizales Short Form Plat
Project No. 1911-141-02

Dear Ms. Miles,

Doucet & Associates has completed our review of the short form plat application for Carrizales Acres, a 2-lot subdivision of 10.01 +/- acres on FM 1854. TXDOT has reviewed and approved the driveway locations. This plat remedies a prior split of this tract by metes and bounds that did not comply with Caldwell County and Texas rules for division of property (i.e. did not follow proper subdivision procedure and was not exempt from subdivision).

The final plat appears to be in general conformance with the rules and regulations of Caldwell County. Therefore, we recommend placing the plat on the Commissioners Court agenda for consideration.

It is our pleasure to be of assistance to the County on this project.

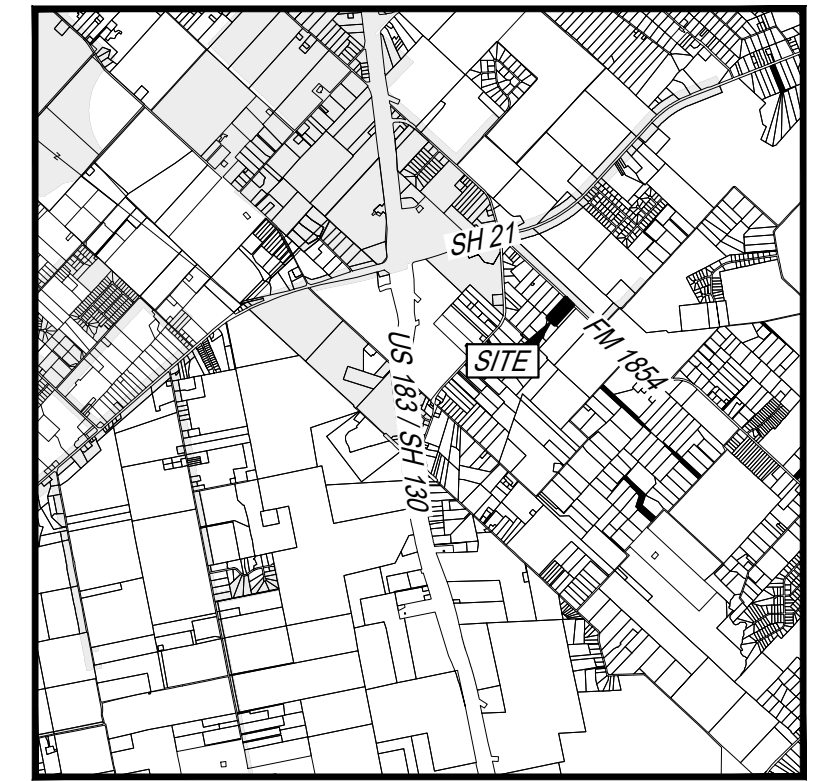
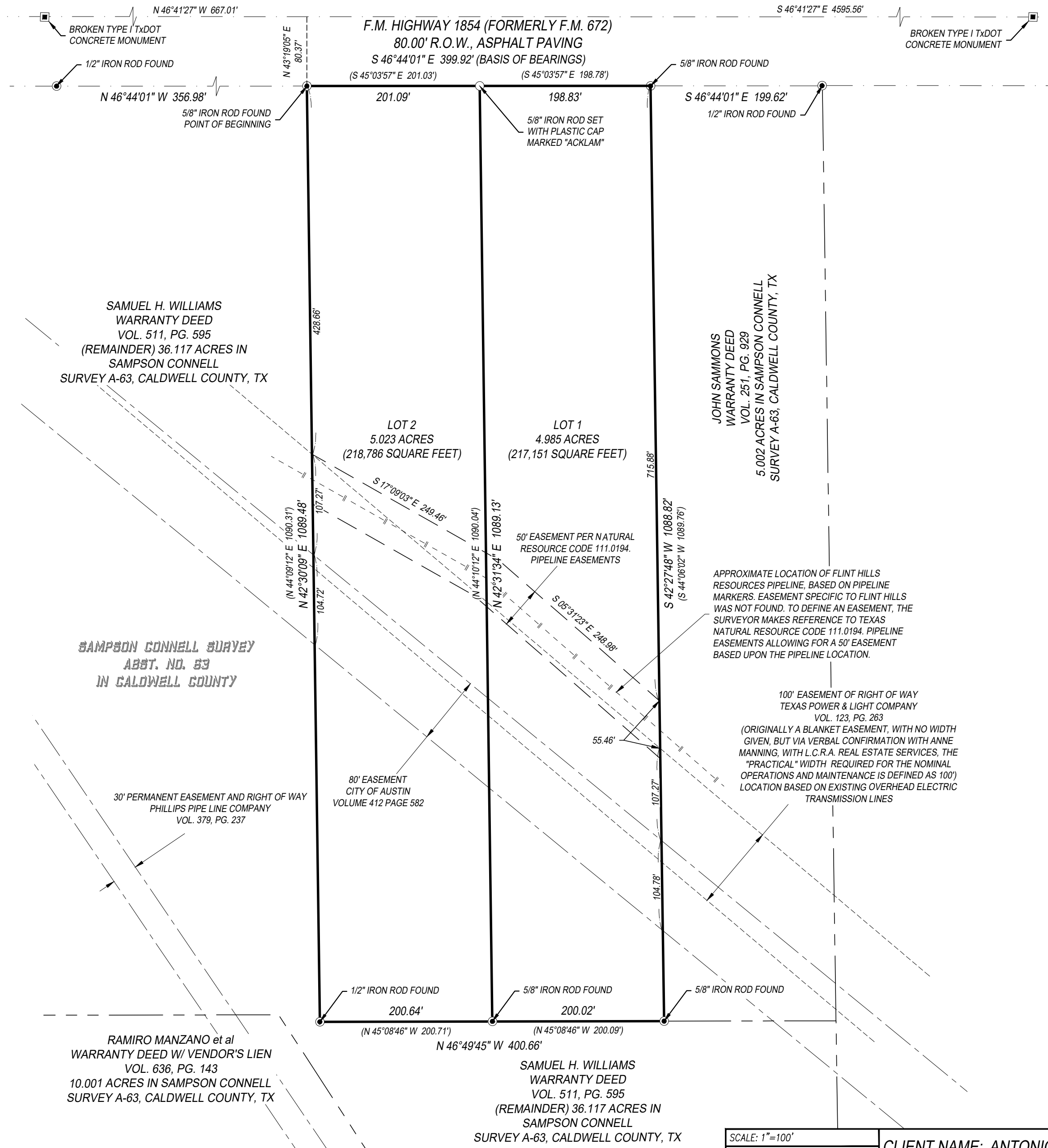
A handwritten signature in blue ink that reads 'Tracy A. Bratton, P.E.'.

Tracy A. Bratton, P.E.
Division Manager, Land Development

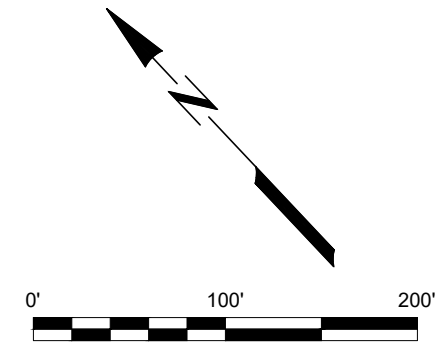
TBPE Firm # 3937
State of Texas Surveying Firm Certification # 10105800

COMMITMENT YOU EXPECT.
EXPERIENCE YOU NEED.
PEOPLE YOU TRUST.

CARRIZALES ACRES
CALDWELL COUNTY, TEXAS



VICINITY MAP
N.T.S.



OWNERS: ANTONIO CARRIZALES AND MARIA I. CARRIZALES
13013 FM 1854
DALE, TEXAS 78616

ACREAGE: 10.008 ACRES (435,937 SQUARE FEET)

SURVEYOR: ACKLAM, INC.

NUMBER OF LOTS: 2

LINEAR FEE OF NEW STREETS: 0

PATENT SURVEY: SAMPSON CONNELL SURVEY, ABSTRACT NO. 63

SCALE: 1"=100'	CLIENT NAME: ANTONIO CARRIZALES		SHEET: 1 OF 2
DATE: 08/12/2020	REV. #	REVISION DATE	
JOB NO.: t209002			<p align="center">Acklam, Inc. 5901 COURTYARD DR. AUSTIN, TX 78731 FIRM # 10194171</p>
JOB NAME: CARRIZALES PLAT			
DRAWN: DWC CHK: -			
REV: 0			
AFE NO.: -			

CARRIZALES ACRES

CALDWELL COUNTY, TEXAS

SURVEYORS NOTES:

1. THE LOTS SHOWN LIE IN FLOOD ZONE "X" (AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN) AND HAS BEEN DETERMINED TO HAVE NO SPECIAL FLOOD HAZARD, ACCORDING TO FEMA PANEL #48055C0025E EFFECTIVE DATE JUNE 19, 2012.
2. THIS SUBDIVISION IS LOCATED WITHIN THE BOUNDARIES OF THE LOCKHART INDEPENDENT SCHOOL DISTRICT.
3. THIS SUBDIVISION IS LOCATED WITHIN CALDWELL COUNTY PRECINCT #4.
4. THIS SUBDIVISION IS SERVICED BY CHISOLM TRAIL FIRE & RESCUE.
5. THE PARCEL SHOWN LIES WITHIN THE ETJ OF THE MUSTANG RIDGE.
6. IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLICLY DEDICATED COUNTY ROADWAY UNLESS A DRIVEWAY PERMIT HAS BEEN ISSUED BY THE APPROPRIATE COUNTY ROAD AND BRIDGE DEPARTMENT.
7. NO LOTS ARE TO BE OCCUPIED UNTIL OSSF PERMITTED OR PUBLIC SEWER, WATER AND ELECTRICITY AND ROADS HAVE BEEN PROVIDED AND CONSTRUCTION IS COMPLETED AND APPROVED BY CALDWELL COUNTY SANITATION DEPARTMENT.
8. UTILITIES PROVIDED BY:
ELECTRICITY: BLUEBONNET ELECTRIC COOP., INC.
WATER: POLONIA WATER SUPPLY CORP
WASTEWATER: ON-SITE SEPTIC SYSTEMS
9. RECORD OWNERS OF LAND: ANTONIO CARRIZALES AND MARIA I. CARRIZALES.
PLAT PREPARED BY: ACKLAM, INC., 5910 COURTYARD, DR, SUITE 300, AUSTIN, TX 78746 737-255-9446
DATE OF PREPARATION: AUGUST 2020
SURVEYOR: DOUGLAS W. CHINN, RPLS 5367, 5910 COURTYARD, DR, SUITE 300, AUSTIN, TX 78746 737-255-9446
10. ANY FUTURE DEVELOPMENT OF LOT 1-A OR LOT 1-B IN BLOCK A WILL BE SUBJECT TO CALDWELL COUNTY'S DEVELOPMENT ORDINANCE IN EFFECT AT THE TIME OF DEVELOPMENT.
11. BOUNDARY CLOSURE: 1' IN 670637',
LOT CLOSURE LOT 1: 1' IN 339483'
LOT 2: 1' IN 258663'
12. SUBJECT PARCEL SUBJECT TO THE FOLLOWING EASEMENTS:
 - A. VOL. 32, AT PG. 3 - KOCH REFINING COMPANY, 30' RIGHT OF WAY GRANT, UNDEFINED LOCATION.
 - B. VOL. 123, AT PG. 263 - TEXAS POWER & LIGHT COMPANY, EASEMENT OF RIGHT OF WAY, UNDEFINED WIDTH, AS SHOWN HEREON.
 - C. VOL. 216, AT PG. 345 - SINCLAIR REFINING COMPANY, RIGHT OF WAY AND EASEMENT, BLANKET TYPE EASEMENT.
 - D. VOL. 220, AT PG. 882 - WILLIAMS COMMUNICATIONS, INC dba VVYX, INC., EASEMENT AND RIGHT OF WAY, BLANKET TYPE EASEMENT.
 - E. VOL. 346, AT PG. 11 - PALONIA WATER SUPPLY CORP. THROUGH THE UNITED STATES DEPARTMENT OF AGRICULTURE, 10' RIGHT OF WAY EASEMENT, UNDEFINED LOCATION.
 - F. VOL. 352, AT PG. 528 - PALONIA WATER SUPPLY CORP. THROUGH THE UNITED STATES DEPARTMENT OF AGRICULTURE, 10' RIGHT OF WAY EASEMENT, UNDEFINED LOCATION.
 - G. VOL. 379, AT PG. 237 - PHILLIPS PIPE LINE COMPANY, RIGHT OF WAY CONTRACT, SHOWN HEREON.
 - H. VOL. 412, AT PG. 582 - CITY OF AUSTIN, 80' EASEMENT, SHOWN HEREON.
13. THIS SURVEY WAS PERFORMED BETWEEN AUGUST 2 AND AUGUST 8, 2020.
14. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, THEREFORE ACKLAM, INC. HAS NOT RESEARCHED OR SHOWN ANY OTHER EASEMENTS, RIGHTS OF WAY, VARIANCES AND OR AGREEMENTS OF RECORD EXCEPT AS SHOWN HEREON.
15. THIS SURVEY IS BASED ON GPS OBSERVATIONS AND PROJECTED TO TEXAS STATE PLANE COORDINATES, CENTRAL ZONE, NORTH AMERICAN DATUM, 1983 (US SURVEY FEET), MODIFIED. THE COMBINED FACTOR USED TO OBTAIN GROUND DISTANCES IS 1.000000104
16. THE BASIS OF BEARINGS FOR THIS SURVEY IS THE NORTH LINE OF THAT 5.01 ACRE PARCEL DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN FROM CARROLL W. WEBB TO ANTONIO CARRIZALES, FILED FOR RECORD IN VOLUME 574, AT PAGE 376, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, CALDWELL COUNTY, TEXAS AND THAT 5.010 ACRE PARCEL DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN FROM CARROLL W. WEBB TO ANTONIO CARRIZALES AND MARIA I. CARRIZALES, FILED FOR RECORD IN VOLUME 637, AT PAGE 328, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, CALDWELL COUNTY, TEXAS, SAID LINE MONUMENTED ON THE NORTHWEST BY A 5/8 INCH IRON ROD FOUND AT THE NORTH CORNER OF SAID CARRIZALES 5.010 ACRES PARCEL AND ON THE SOUTHEAST BY A 5/8 INCH IRON ROD FOUND FOR THE EAST CORNER OF SAID CARRIZALES 5.01 ACRE PARCEL AND BEARS SOUTH 46°44'01" EAST.

FIELD NOTES

ALL OF THAT 5.01 ACRE PARCEL DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN FROM CARROLL W. WEBB TO ANTONIO CARRIZALES, FILED FOR RECORD IN VOLUME 574, AT PAGE 376, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, CALDWELL COUNTY, TEXAS AND THAT 5.010 ACRE PARCEL DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN FROM CARROLL W. WEBB TO ANTONIO CARRIZALES AND MARIA I. CARRIZALES, FILED FOR RECORD IN VOLUME 637, AT PAGE 328, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, CALDWELL COUNTY, TEXAS, SAID PARCELS BEING A PORTION OF THAT 51.117 ACRE PARCEL DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN TO CARROLL W. WEBB, FILED FOR RECORD IN VOLUME 168, AT PAGE 92, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, SITUATED IN THE SAMPSON CONNELL SURVEY, ABSTRACT NO. 63, CALDWELL COUNTY, TEXAS, DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON ROD FOUND ON THE SOUTHWEST RIGHT OF WAY LINE OF F.M. HIGHWAY 1854, FOR THE NORTH CORNER OF SAID CARRIZALES 5.010 ACRE PARCEL, SAME BEING A CORNER IN THE NORTHEAST LINE OF THAT 36.117 ACRE PARCEL DESCRIBED IN DEED TO SAMUEL H. WILLIAMS, FILED FOR RECORD IN VOLUME 511, AT PAGE 595, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, CALDWELL COUNTY, TEXAS, FROM WHICH A 1/2 INCH IRON ROD FOUND ON SAID RIGHT OF WAY LINE, FOR THE NORTH FOR OF SAID WEBB 51.117 ACRE PARCEL, SAME BEING THE NORTH CORNER OF SAID WILLIAMS 36.117 ACRE PARCEL BEARS NORTH 46°44'01" WEST A DISTANCE OF 356.98 FEET;

THENCE SOUTH 46°44'01" EAST (S 45°03'57" EAST), ALONG SAID RIGHT OF WAY LINE, ALONG THE NORTH LINE OF SAID CARRIZALES 5.010 ACRE PARCEL AND THE NORTH LINE OF SAID CARRIZALES 5.01 ACRE PARCEL,

PASSING AT A DISTANCE OF 201.09 FEET (201.03 FEET) THE NORTH CORNER OF SAID CARRIZALES 5.01 ACRE PARCEL, CONTINUING FOR A TOTAL DISTANCE OF 399.92 FEET (399.81 FEET) TO A 5/8 INCH IRON ROD FOUND FOR THE EAST CORNER OF SAID CARRIZALES 5.01 ACRE PARCEL, SAME BEING THE NORTH CORNER

OF THAT 5.002 ACRE PARCEL DESCRIBED IN DEED TO JOHN SAMMONS, FILED FOR RECORD IN VOLUME 251, AT PAGE 929, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, CALDWELL COUNTY, TEXAS, FROM WHICH A 1/2 INCH IRON ROD FOUND FOR THE EAST CORNER OF SAID 51.117 ACRE WEBB PARCEL, SAME BEING THE EAST CORNER OF SAID 5.002 ACRE SAMMONS PARCEL, BEARS SOUTH 46°44'01" EAST A DISTANCE OF 199.62 FEET;

THENCE SOUTH 42°27'48" WEST (SOUTH 44°06'02" WEST), ALONG THE COMMON LINE OF SAID CARRIZALES 5.01 ACRE PARCEL AND SAID WILLIAMS 36.117 ACRE PARCEL, A DISTANCE OF 1088.82 FEET (1089.76 FEET), MORE OR LESS, TO A 5/8 INCH IRON ROD FOUND FOR THE SOUTH CORNER OF SAID CARRIZALES 5.01 ACRE PARCEL, THE WEST CORNER OF SAID SAMMONS 5.002 ACRE PARCEL AND ON AN EAST LINE OF SAID WILLIAMS 36.117 ACRE PARCEL;

THENCE NORTH 46°49'45" WEST (NORTH 45°08'46" WEST), ALONG THE COMMON LINE OF SAID CARRIZALES 5.01 ACRE PARCEL AND SAID WILLIAMS 36.117 ACRE PARCEL, PASSING AT A DISTANCE OF 200.02 FEET (200.09 FEET) THE WEST CORNER OF SAID CARRIZALES 5.01 ACRE PARCEL AND THE SOUTH CORNER OF SAID CARRIZALES 5.010 ACRE PARCEL, CONTINUING ALONG THE COMMON LINE OF SAID CARRIZALES 5.010 ACRE PARCEL AND SAID SAMMONS 5.002 ACRE PARCEL, A TOTAL DISTANCE OF 400.66 FEET (400.80 FEET);

THENCE NORTH 42°30'09" EAST (NORTH 44°09'12" EAST), CONTINUING ALONG THE COMMON LINE OF SAID CARRIZALES 5.010 ACRE PARCEL AND SAID WILLIAMS 36.117 ACRE PARCEL, A DISTANCE OF 1089.48 FEET (1090.31 FEET) TO THE **POINT OF BEGINNING**.

CONTAINING 10.008 ACRES (435,937 SQUARE FEET) OF LAND, MORE OR LESS.

STATE OF TEXAS

CALDWELL COUNTY

ANTONIO CARRIZALES AND MARIA I. CARRIZALES, THE UNDERSIGNED OWNER OF THE LAND SHOWN ON THIS PLAT AND DESCRIBED AND DESIGNATED AS _____, DO HEREBY SUBDIVIDE SUCH PROPERTY AND DEDICATE TO THE USE OF THE PUBLIC FOREVER, THE STREETS AND ALLEYS SHOWN HEREON, AND FURTHER RESERVE TO THE PUBLIC ALL EASEMENTS FOR THE MUTUAL USE OF ALL PUBLIC UTILITIES DESIRING TO USE THE SAME; THAT ANY PUBLIC UTILITY SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR ANY PART OF ANY GROWTH OR CONSTRUCTION FOR MAINTENANCE OR EFFICIENT USE OF ITS RESPECTIVE SYSTEM IN SUCH EASEMENTS.

ANTONIO CARRIZALES	MARIA I. CARRIZALES
13013 FM 1854	13013 FM 1854
DALE, TEXAS 78616	DALE, TEXAS 78616
(512) ___-___	(512) ___-___

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED ANTONIO CARRIZALES, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING DOCUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS STATED HERON.

SEAL MY COMMISSION EXPIRES _____

NOTARY PUBLIC STATE OF TEXAS

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED MARIA I. CARRIZALES, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING DOCUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS STATED HERON.

SEAL MY COMMISSION EXPIRES _____

NOTARY PUBLIC STATE OF TEXAS

SURVERYORS CERTIFICATE:

I, DOUGLAS W. CHINN, DO HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT, AND THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE COUNTY OF CALDWELL.

DOUGLAS W. CHINN
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5367
5910 COURTYARD, DR, SUITE 300
AUSTIN, TX 78746
737-255-9446
ENGINEERS CERTIFICATION:

I, MIGUEL GONZALES JR, P.E., AM AUTHORIZED TO PRACTICE THE PROFESSION OF ENGINEERING IN THE STATE OF TEXAS AND DO HEREBY CERTIFY THAT THIS PLAT SATISFIES THE ENGINEERING REQUIREMENTS OF CALDWELL COUNTY DEVELOPMENT ORDINANCE."

MIGUEL GONZALES JR., P.E. #95681
FIRM NO. 15437
16125 OAK GROVE RD.
BUDA, TX 78610

BASED UPON THE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE CALDWELL COUNTY FLOOD PLAIN REGULATIONS AND CALDWELL COUNTY ON-SITE SEWERAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE CALDWELL COUNTY AND CITIES HEALTH DISTRICT AND CALDWELL COUNTY DISCLAIM ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC OF FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITHIN IT.

DATE _____ KASI MILES
DIRECTOR OF SANITATION

THIS SUBDIVISION IS FOR RESIDENTIAL USE.

THE LOTS IN THIS SUBDIVISION ARE INTENDED FOR SINGLE FAMILY USE. ANY USE OTHER THAN SINGLE FAMILY OR ANY DEVELOPMENT THAT PURPOSES IMPERVIOUS COVER IN EXCESS OF 20% MUST PROVIDE ON SITE DETENTION FACILITIES DESIGNED TO MEET CALDWELL COUNTY, SPECIFICATIONS.

THE COUNTY WILL ASSUME NO RESPONSIBILITY DRAINAGEWAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROADS SYSTEMS OR STREETS.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE REPRESENTATION BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA IN PARTICULAR MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT.

THAT ALL PUBLIC ROADWAYS AND EASEMENT AS SHOWN ON THIS PLAT ARE FREE OF LIENS.

WATER SERVICE IS LIMITED TO ONE METER PER LOT, SERVING ONE SINGLE FAMILY DWELLING UNIT, I.E. SERVICE WILL NOT BE PROVIDED TO MULTIPLE DWELLING UNITS ON ANY LOT OR TRACT WITHIN THIS SUBDIVISION OF THE ORIGINAL 10.008 ACRES.

WATER SERVICE WILL NOT BE PROVIDED TO LOTS CREATED BY RESUBDIVISION OF ANY ORIGINAL PLATTED LOTS OR TRACT SOLD BY METES AND BOUNDS WITHOUT THE PRIOR APPROVAL OF POLONIA WSC.

THIS SUBDIVISION LIES WITHIN THE SERVICE AREA OF POLONIA WSC AND QUALIFIES FOR WATER SERVICE IF THE PROVISION OF POLONIA WSC WATER TARIFF ARE COMPLIED WITH. IT IS RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION TO INSTALL ALL WATER LINES REQUIRED TO SERVE THE SUBDIVISION AND NECESSARY TO PROVIDE WATER TO INDIVIDUAL LOTS OR TRACTS. THE POLONIA WSC COMMITMENT TO SUPPLY WATER TO THIS SUBDIVISION IS SUBJECT TO RULES AND REGULATIONS CONCERNING SERVICE WHICH ARE CONTAINED IN THE TARIFF. AFTER PURCHASING A LOT OR TRACT, THE OWNER OF THE LOT OR TRACT MUST PAY ALL FEES REQUIRED FOR WATER SERVICE TO HAVE A METER SET.

ALL SEPTIC SYSTEMS MUST BE IN COMPLIANCE WITH ALL APPLICABLE STATE AND COUNTY REGULATIONS.

STATE OF TEXAS
COUNTY OF CALDWELL

KNOW ALL MEN BY THESE PRESENTS

I, CAROL HOLCOMB, CLERK OF SAID COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THIS DAY OF _____, 20____, A.D. AT _____ O'CLOCK ____M., AND DULY RECORDED THIS THE ____ DAY OF _____, 20____ AD. AT _____ O'CLOCK ____M, IN THE PLAT RECORDS OF SAID COUNTY IN CABINET _____, SLIDE _____.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN LOCKHART, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

BY: _____
CAROL HOLCOMB, COUNTY CLERK DEPUTY
CALDWELL COUNTY, TEXAS

SCALE: 1"=100'	CLIENT NAME: ANTONIO CARRIZALES		SHEET: 2 OF 2
DATE: 08/12/2020	REV. #	REVISION DATE	
JOB NO.: t209002			
JOB NAME: CARRIZALES PLAT			
DRAWN: DWC CHK: --			
REV: 0			Acklam, Inc. 5901 COURTYARD DR. AUSTIN, TX 78731 FIRM # 10194171
AFE NO.: --			

1854 GENERAL STORE LLC
27 COUNTY LINE RD
DALE, TX 78616

2653

88 627/1119

DATE 10-06-2020



THE
IER OF

Caldwell County

\$ 950.00

ine hundred fifty and 00/100

DOLLARS



A Division of First National Bank
800-903-7490 • www.1stcb.com

Autonio C S



CALDWELL COUNTY SANITATION DEPT.

405 E. MARKET ST.
LOCKHART, TEXAS 78644
(512) 398-1803

7479

DATE

11-18-20

RECEIVED FROM

1854 General Store

\$ 950.00

FOR

Nine hundred fifty dollars + no cents
Short form Plat 1854 Storage

AMOUNT OF ACCOUNT	
THIS PAYMENT	950.00
BALANCE DUE	0

- CASH
- CHECK
- CREDIT CARD
- MONEY ORDER

BY

Thank You
Kawi S. Miles

electronic information or the information they contain by Recipient or any other party for any purpose. The use of electronic information or any information contained in it at any time will constitute the ongoing agreement to the terms of this Agreement. Modifications to the original language above will not be allowed without expressed written consent by ENGINEER.

COPYRIGHT NOTICE: The designs represented by these plans are copyrighted and are subject to copyright protection under 17 U.S.C. §101, et seq., as amended. Unauthorized use of these plans or the designs represented therein will subject the infringer to damages and/or judicial action as provided by federal law.

From: Michael Pimentel <Michael.Pimentel@txdot.gov>

Sent: Tuesday, June 30, 2020 10:38 AM

To: Margaret Lake <Margaret.Lake@txdot.gov>

Cc: BAAO_Driveway_Permits <BAAO_Driveway_Permits@txdot.gov>; AUS_Driveway_Permits <AUS_Driveway_Permits@txdot.gov>; 'Miguel Gonzales Jr.' <mgonjr2@yahoo.com>; Chris Dringenberg <chris.dringenbergs@swengineers.com>; Matt Dringenberg <matt.dringenbergs@swengineers.com>; Gash Murray <Gash.Murray@txdot.gov>

Subject: The status of your driveway permit application 20-41291 has been updated.

Margaret,

The status of your requested driveway access permit **20-41291** has been updated as follows.

1. Application Status: Approved

2. Review Results

- ENV Review: Approve
- HYD Review: Approve
- TRF Review: Approve

[Approve --mpimentel--] Hydraulic comments have been addressed via email with attachments on 6/29/2020.
Michael Pimentel, P.E.

Respectfully,
Michael

Michael Pimentel, P.E.
Austin District | Hydraulic Design Team
7901 N. IH 35, Austin, TX 78753
Phone (office): 512-832-7009
Email: Michael.Pimentel@txdot.gov



Caldwell County Development Application



Date Submitted

September 28, 2020

Type of Application

- Preliminary Plat
- Final Plat (New)
- Short Form Final Plat
- Replat
- Subdivision Construction Plans
- Floodplain
- Commercial Development

Application Contacts

1. Owner Information (i.e. Land owner name, address, contact name, phone, email)

Antonio Carrizales
2220 Hudspeth
Rosharon, TX 77583-3050
832-731-1754
Email: antoniocarrizales0613@outlook.com

2. Applicant Information (i.e. Developer name, address, contact name, phone, email)

Miguel Gonzales, Jr., P.E.
16125 Oak Grove Road
Buda, Texas 78610
512-744-7780
mgonjr2@yahoo.com

3. Designated Contact (i.e. Person County will coordinate with in regards to comments/approvals. Include name, address, contact name, phone, email)

(Same as Applicant)

4. Consultants (*If applicable)

Licensed Professional Engineer*:

Miguel Gonzales, Jr., P.E., (F-15437)
16125 Oak Grove Road
Buda, Texas 78610
512-744-7780
mgonjr2@yahoo.com

Registered Professional Land Surveyor*:

Douglas W. Chinn, RPLS, PLS
Acklam, Inc. (F-10194171)
5910 Courtyard Dr, Suite 300
Austin, TX 78746
737-255-9446

Registered Sanitarian*:

N/A

Geoscientists*:

N/A

Application Questionnaire

Property Address (or approximate location)

13013 FM 1854 Dale, Texas 78644

Survey Information (Survey/Abstract, Acreage, Recorded Vol/Pg/Instrument):

A063 Connell Sampson, Acres 5.01

Parcel Tax ID Number

35854 & 39709

Caldwell County Precinct Number

- Precinct 1
 Precinct 2
 Precinct 3
 Precinct 4

Located in City ETJ:

- Yes, City Name: _____
 No

Anticipated source of water in the development

- Individual Wells
 Rainwater Collection System(s)
 From Groundwater
 From Surface Water
 Water Provider: Polanio WSC (N/A)

Anticipated wastewater system in the development

- Standard/Conventional On-Site Sewage Facility
 Advanced On-Site Sewage Facility
 Sewer Provider: N/A

Project Description

Final Plat for commercial
property/development.

Subdivision Plat Application Questionnaire

Proposed Name of Subdivision:

Carrizales Acres

If application is for a replat (list reason(s) for the replat)

Total Acreage of Subject Property

10.008

Total Proposed Residential Lots

0

Total Proposed Commercial Lots

2

Type of Construction

Self Storage Units

Has Appropriate Application Checklist been attached?

Yes

No

Owner's Certification

I hereby certify that I have given permission for the below applicant to submit this Application and to represent me in all matters affecting said Application. The below individual will be known as the "Applicant"

Owner Name: Antonio Carrizales Phone Number: 832-731-1754

Applicant Name: Miguel Gonzales Phone Number: 512-744-7780

Owner Email: antonio Carrizales0613@outlook.com

Owner Signature: Antonio Carrizales

Issued By:

Caldwell County Appraisal District
211 Bufkin Ln.
P.O. Box 900
Lockhart, TX 78644

Property Information

Property ID: 35854 Geo ID: 0100063-104-210-00
Legal Acres: 5.0100
Legal Desc: A063 CONNELL, SAMPSON, ACRES 5.01
Situs: 13013 FM 1854 DALE, TX 78616
DBA:
Exemptions:

Owner ID: 157436 100.00%
CARRIZALES ANTONIO & MARIA I
2220 HUDSPETH
ROSHARON, TX 77583-3050

For Entities

Value Information

Caldwell County	Improvement HS:	0
Caldwell-Hays ESD 1	Improvement NHS:	20,410
Farm to Market Road	Land HS:	0
Lockhart ISD	Land NHS:	81,580
	Productivity Market:	0
	Productivity Use:	0
	Assessed Value	101,990

Current/Delinquent Taxes

This is to certify that, after a careful check of the tax records of this office, the following delinquent taxes, penalties, interest and any known costs and expenses as provided by Tax Code §33.48, are due on the described property for the following taxing unit(s):

Year	Entity	Taxable	Tax Due	Disc./P&I	Attorney Fee	Total Due
Totals:			0.00	0.00	0.00	0.00

Effective Date: 10/07/2020

Total Due if paid by: 10/31/2020

0.00



Tax Certificate Issued for:	Taxes Paid in 2019
Lockhart ISD	1,287.48
Farm to Market Road	0.10
Caldwell County	757.78
Caldwell-Hays ESD 1	101.99

If applicable, the above-described property has/is receiving special appraisal based on its use, and additional rollback taxes may become due based on the provisions of the special appraisal (Comptroller Rule 9.3040) or property omitted from the appraisal roll as described under Tax Code Section 25.21 is not included in this certificate [Tax Code Section 31.08(b)].

Pursuant to Tax Code Section 31.08, if a person transfers property accompanied by a tax certificate that erroneously indicates that no delinquent taxes, penalties or interest are due a taxing unit on the property or that fails to include property because of its omission from an appraisal roll, the unit's tax lien on the property is extinguished and the purchaser of the property is absolved of liability to the unit for delinquent taxes, penalties or interest on the property or for taxes based on omitted property. The person who was liable for the tax for the year the tax was imposed or the property was omitted remains personally liable for the tax and for any penalties or interest.

A tax certificate issued through fraud or collusion is void.

This certificate does not clear abuse of granted exemptions as defined in Section 11.43 Paragraph(1) of the Texas Property Tax Code.

May Be Subject to Court Costs if Suit is Pending

Date of Issue: 10/07/2020
Requested By: DRINGENBERG CHRIS
Fee Amount: 10.00
Reference #:

Wicki Schneider
Signature of Authorized Officer of Collecting Office

Issued By:

Caldwell County Appraisal District
211 Bufkin Ln.
P.O. Box 900
Lockhart, TX 78644

Property Information

Property ID: 39079 Geo ID: 0100063-104-220-00
Legal Acres: 5.0100
Legal Desc: A063 CONNELL, SAMPSON, ACRES 5.01, LABEL1
 RAD0890099, SN1 TXFLT12A75657FD11
Situs: 12979 FM 1854 LOCKHART, TX 78644
DBA:
Exemptions:

Owner ID: 154627 100.00%
CARRIZALES ANTONIO
2220 HUDSPETH
ROSHARON, TX 77583-3050

For Entities

Value Information

Caldwell County	Improvement HS:	39,530
Caldwell-Hays ESD 1	Improvement NHS:	15,360
Farm to Market Road	Land HS:	0
Lockhart ISD	Land NHS:	81,580
	Productivity Market:	0
	Productivity Use:	0
	Assessed Value	136,470

Current/Delinquent Taxes

This is to certify that, after a careful check of the tax records of this office, the following delinquent taxes, penalties, interest and any known costs and expenses as provided by Tax Code §33.48, are due on the described property for the following taxing unit(s):

Year	Entity	Taxable	Tax Due	Disc./P&I	Attorney Fee	Total Due
Totals:			0.00	0.00	0.00	0.00

Effective Date: 10/07/2020

Total Due if paid by: 10/31/2020

0.00



Tax Certificate Issued for:	Taxes Paid in 2019
Lockhart ISD	1,722.74
Farm to Market Road	0.14
Caldwell County	1,013.97
Caldwell-Hays ESD 1	136.47

If applicable, the above-described property has/is receiving special appraisal based on its use, and additional rollback taxes may become due based on the provisions of the special appraisal (Comptroller Rule 9.3040) or property omitted from the appraisal roll as described under Tax Code Section 25.21 is not included in this certificate [Tax Code Section 31.08(b)].

Pursuant to Tax Code Section 31.08, if a person transfers property accompanied by a tax certificate that erroneously indicates that no delinquent taxes, penalties or interest are due a taxing unit on the property or that fails to include property because of its omission from an appraisal roll, the unit's tax lien on the property is extinguished and the purchaser of the property is absolved of liability to the unit for delinquent taxes, penalties or interest on the property or for taxes based on omitted property. The person who was liable for the tax for the year the tax was imposed or the property was omitted remains personally liable for the tax and for any penalties or interest.

A tax certificate issued through fraud or collusion is void.

This certificate does not clear abuse of granted exemptions as defined in Section 11.43 Paragraph(1) of the Texas Property Tax Code.

May Be Subject to Court Costs if Suit is Pending

Date of Issue: 10/07/2020
Requested By: DRINGENBERG CHRIS
Fee Amount: 10.00
Reference #:

Wick Schneidki
Signature of Authorized Officer of Collecting Office

20. EXECUTIVE SESSION: pursuant to Sections 551.071 and 551.087 of the Texas Government Code: consultation with counsel and deliberation regarding economic development negotiations associated with Project Future. Possible action may follow in open court. **Speakers: Judge Haden/ JJ Wells; Backup: None; Cost; TBD**

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hoppy.haden@co.caldwell.tx.us and ezzy.chan@co.caldwell.tx.us . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. "Anything missing will cause the Agenda Item to be held over to the next Regular meeting," according to our Rules & Procedures.

AGENDA DATE: 11/24/2020

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

Pursuant to Sections 551.071 and 551.087 of the Texas Government Code: consultation with counsel and deliberation regarding economic development negotiations associated with Project Future. Possible action may follow in open court.

1. **Costs:**

Actual Cost or Estimated Cost \$ TBD

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. **Agenda Speakers:**

	Name	Representing	Title
--	------	--------------	-------

(1) Judge Haden _____

(2) JJ Wells _____

(3) _____

3. **Backup Materials:** None To Be Distributed 1 total # of backup pages
(including this page)

4. 
Signature of Court Member

11/18/2020
Date

21. OPEN SESSION: Discussion/Action to consider Resolution 06-2021 Authorizing County Judge to Execute Economic Development Agreement. Speakers: Judge Haden/JJ Wells; Backup: 5; Cost; \$1,500,000.00.

Caldwell County Agenda Item Request Form

To: All Elected Officials and Department Heads – Hand deliver or scan & email to hoppy.haden@co.caldwell.tx.us and ezzy.chan@co.caldwell.tx.us . Deadline is 5:00 pm Tuesday before the Regular meetings, however, please submit this completed form ASAP. “Anything missing will cause the Agenda Item to be held over to the next Regular meeting,” according to our Rules & Procedures.

AGENDA DATE: 11/24/2020

Type of Agenda Item

- Consent Discussion/Action Executive Session Workshop
 Public Hearing

What will be discussed? What is the proposed motion?

to consider Resolution 06-2021 Authorizing County Judge to Execute Economic Development Agreement.

1. Costs:

Actual Cost or Estimated Cost \$ 1,500,000.00

Is this cost included in the County Budget? NO

Is a Budget Amendment being proposed? YES

2. Agenda Speakers:

	Name	Representing		Title
--	------	--------------	--	-------

(1) Judge Haden

(2) JJ Wells

(3) _____

3. Backup Materials: None To Be Distributed 5 total # of backup pages
(including this page)

4. 

Signature of Court Member

11/19/2020

Date



RESOLUTION 06-2021

**RESOLUTION OF CALDWELL COUNTY COMMISSIONERS COURT
AUTHORIZING COUNTY JUDGE TO EXECUTE ECONOMIC
DEVELOPMENT AGREEMENT**

WHEREAS, Caldwell County is authorized under Chapter 381 of the Texas Local Government Code to administer programs and to contract with other entities in order to stimulate business and commercial activity in the county; and

WHEREAS, the Lockhart Economic Development Corporation (“LEDC”) is a Type B Economic Development Corporation authorized to promote economic development pursuant to Chapters 501-505, Texas Local Government Code; and

WHEREAS, LEDC seeks to facilitate economic development by acquiring property and constructing and/or developing industrial capacity within the City of Lockhart and Caldwell County (the “Project”); and

WHEREAS, County has determined that entering into an Economic Development Agreement will promote local economic development and stimulate business and commercial activity in the County.

NOW THEREFORE, BE IT RESOLVED BY THE CALDWELL COUNTY COMMISSIONERS COURT THAT:

1. The facts and recitations set forth in the preamble of this Resolution are hereby found to be true and correct.
2. The proposed Economic Development Agreement included in the Agenda backup, incorporated by reference herein for all purposes, is approved as to substance.
3. The Caldwell County Judge is authorized to execute said Economic Development Agreement or any substantially similar Agreement produced as a result of negotiation, cooperation, or coordination with LEDC and in accordance with all applicable State and Federal laws and regulations.

ORDERED this the 24th day of November, 2020.

Hoppy Haden
Caldwell County Judge

B.J. Westmoreland
Commissioner, Precinct 1

Barbara Shelton
Commissioner, Precinct 2

Ed Theriot
Commissioner, Precinct 3

Joe Ivan Roland
Commissioner, Precinct 4

ATTEST:

Teresa Rodriguez
Caldwell County Clerk

ECONOMIC DEVELOPMENT AGREEMENT

THIS ECONOMIC DEVELOPMENT AGREEMENT (the “Agreement”) by and among Caldwell County, Texas, a political subdivision of the State of Texas (the “County”) and Lockhart Economic Development Corporation, a nonprofit local government corporation organized and existing under the laws of the State of Texas (“LEDC”), is entered into on this ____ day of _____, 2020 (the “Effective Date”). The County, and LEDC may be individually referred herein as “Party” and collectively as the “Parties.”

WHEREAS, LEDC is a Type B Economic Development Corporation authorized to promote economic development pursuant to Chapters 501-505, Texas Local Government Code; and

WHEREAS, the County is authorized to administer programs and to contract with other entities in order to stimulate business and commercial activity in the county; and

WHEREAS, LEDC seeks to facilitate economic development by acquiring property and constructing and/or developing industrial capacity within the City of Lockhart and Caldwell County (the “Project”), as shown on the property map contained in Exhibit “A”, attached hereto and incorporated herein for all purposes; and

WHEREAS, the Project is to be developed in phases under the administration of LEDC, their partners or assigns, at an estimated total cost of \$3,500,00.00; and

WHEREAS, the County find that this Agreement will benefit the residents of the County by promoting local economic development and stimulating business and commercial activity in the County; and

NOW THEREFORE, for the reasons state in these Recitals and in consideration of the mutual benefits to and promises of the Parties set forth below, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I. DUTIES

- A. The County agrees provide a one-time payment in an amount of one million five hundred thousand dollars (\$1,500,000.00) (the County Contribution) to LEDC to fund a portion of the total cost to develop the property and/or construct improvements associated with the development of the Project. Such payment shall be made in a lump sum payment payable to LEDC not later than the 30th day after the effective date of this agreement.
- B. LEDC shall reimburse County one hundred percent (100%) of the County Contribution. Except as provided herein, reimbursement payments shall be made directly to County as follows:
 - a. \$_____ per square foot for each square foot of land sold within the Project, until such time as the total cumulative reimbursement payments paid to County are equal to the County Contribution.
 - b. By the fifth anniversary of the effective date, LEDC shall make reimbursement payments to County in a total amount of five hundred thousand dollars (\$500,000.00).

- C. After the County has been reimbursed in full, any subsequent conveyances of an individual tract shall not be subject to the reimbursement payment attributable to County.
- D. LEDC may make full or partial payments to County at any time. There is no prepayment penalty to be imposed on payments made in advance of or in excess of the reimbursement formula or payment schedule.

**ARTICLE II.
LIABILITY**

- A. The County and LEDC are entitled to the immunities and defenses of the Texas Tort Claims Act. Nothing in this Agreement shall be construed to waive either party's sovereign immunity. Each Party warrants and represents that is insured under a commercial insurance policy or is self-insured for all claims falling within the Texas Tort Claims Act.
- B. To the extent allowed by law, each party agrees to release, defend, indemnify and hold harmless the other (and its officers, agents and employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use) and any other losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses in any way arising out of, related to, or resulting from its performance under this Agreement, or caused by its negligent acts or omissions (or those of its respective officers, agents, employees or any other third parties for whom it is legally responsible in connection with performing this Agreement).

**ARTICLE III.
GENERAL TERMS**

- A. This Agreement becomes effective on December 1, 2020 and shall remain in effect until LEDC has performed its financial obligations hereunder by reimbursing the County in full.
- B. Each party paying for the performance of governmental functions or services hereunder must make those payments from current revenues available to the paying party.
- C. In addition to specific obligations within this Agreement, each Party generally agrees that it will perform such other acts, and execute, acknowledge, and/or deliver such other instruments, documents, and other materials as the other may reasonably request in order to achieve the intentions and objectives of this Agreement.
- D. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. This Agreement may only be amended by a written instrument signed by both Parties.
- E. The laws of the state of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. The parties agree that this Agreement is performable in Caldwell County, Texas, and that exclusive venue for any disputes arising under this Agreement shall lie in Caldwell County, Texas.
- F. If any provision contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other

provision and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

G. Any notice, statement and/or communication required and/or permitted to be delivered hereunder shall be in writing and shall be mailed by certified mail with return receipt requested, postage prepaid, or delivered by hand, and shall be deemed delivered when received at the addresses of the parties set forth below, or at such other address furnished in writing to the other parties thereto:

a. County: Caldwell County Judge
110 S. Main Street
Lockhart, Texas 78644

b. LEDC: Lockhart, Texas EDC
P.O. Box 239
Lockhart, Texas 78644

H. This Agreement shall be for the sole and exclusive benefit of the Parties and their successors and assigns and shall not be construed to confer any benefit or right upon any other party, including, without limitation any resident of any Party.

I. Nothing in this Agreement shall be deemed or construed as creating the relationship of principal and agent, partnership, or joint venture between the Parties, or a joint enterprise between the Parties and/or any other parties.

J. The failure of any Party to insist, in any one or more instances, upon performance of any terms, covenants, or conditions of this Agreement shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition, but the obligation with respect to such future performance shall continue in full force and effect.

K. The governing body of each Party has authorized its execution and the Agreement has been approved at a duly called and posted meeting, as applicable.

IN TESTIMONY HEREOF, the Parties have executed this Agreement in multiple Counterparts.

COUNTY

LEDC

Hoppy Haden
Caldwell County Judge

By: _____
Title: _____

22. Adjournment.

As authorized by Chapter 551 of the Texas Government Code, the Commissioners Court of Caldwell County, Texas reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed above. The Court may adjourn for matters that may relate to Texas Government Code Section 551.071(1) (Consultation with Attorney about pending or contemplated litigation or settlement offers); Texas Government Code Section 551.071(2) (Consultation with Attorney when the attorney's obligations under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with Chapter 551 of the Texas Government Code); Texas Government Code Section 551.072 (Deliberations about Real Property); Texas Government Code Section 551.073 (Deliberations about Gifts and Donations); Texas Government Code Section 551.074 (Personnel Matters); Texas Government Code Section 551.0745 (Deliberations about a County Advisory Body); Texas Government Code Section 551.076 (Deliberations about Security Devices); and Texas Government Code Section 551.087 (Economic Development Negotiations). In the event that the Court adjourns into Executive Session, the Court will announce under what section of the Texas Government Code the Commissioners Court is using as its authority to enter into an Executive Session. The meeting facility is wheelchair accessible and accessible parking spaces are available. Request for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the County Judge's office at 512-398-1808 for further information.