

COUNTY OF GILLESPIE

COMMISSIONERS:

DANIEL JONES
County Judge

LINDSEY BROWN
County Clerk



CHARLES OLFERS
Precinct No. 1

KEITH KRAMER
Precinct No. 2

DENNIS W. NEFFENDORF
Precinct No. 3

DON WEINHEIMER
Precinct No. 4

101 W. Main, Unit 9
FREDERICKSBURG, TEXAS 78624
830-997-7502
Fax: 830-992-2608

Sept 25, 2023

To: Gillespie County Airport Manager; Airport Fuel Vendors; County T-Hangar Tenants, Prospective Airport Lessees and Visitors

From: Daniel Jones, County Judge

DRAFT

Subject: Airport Rates and Fee Structure

The Gillespie County Commissioners Court has approved the “Airport Rates and Fee Structure” for the County Airport which will take effect immediately. This document sets the baseline rate for the following rates and fees: the 3-Tier ground leases rate; the Fuel flow Fee; the rental rate per square foot of the County owned facilities; the County T-hangar monthly rental fee, the sublease fee, the Aircraft Storage Facilities Fees, and the County Tie Down Fees. This document will be reviewed and approved annually following the Consumer Price Index (CPI) adjustment (typically every September).

The 3-Tier Ground Leases Rate

The 3-Tier lease rate was established by Commissioners Court on Jun 26, 2017, and the geographic regions remain in effect. These rates only affect lease agreements that take effect, or that are renewed or extended, after the approval of this “Airport Rates and Fee Structure”. Once approved, this document will reset the baseline rates for each tier, and these rates from that day forward will be subject to annual adjustment by the Consumer Price Index. This adjustment will normally occur in September to take effect October 1st of each year. (See attachment for the tier locations)

- Current Tier Rates:
 - Tier I – \$.31
 - Tier II – \$.25
 - Tier III – \$.23
 - Non-Aviation “Fair Market Value” (FMV) rate - \$.23 (as Jan 2023)

The Fuel Flow Fee

Where the sale of fuel is involved, there is an additional fee per gallon of fuel dispensed to be paid to the airport. This document will establish the current fee.

- Current Fuel Flow Fee: \$.08 per gallon (reviewed/adjusted on Nov 14, 2022, via the FBO lease renewal)

The Rental Rate (per square foot) of the County own facilities

The County owns the facility at 100 Airport Road, and this rental rate only applies to this county owned facilities.

- Rental Rate: \$.25 per sqft monthly (reviewed/adjusted on Apr 11, 2022, via the Falcon Aero lease renewal)

County T-Hangar Rental

The County owns three t-hangars that will allow for 20 rental spots. On Nov 25, 2019, Commissioners Court increased the monthly rent and added a CPI Adjustment Policy. The CPI Adjustment policy states that the rent will be adjusted in increments of \$5 in accordance with the Consumer Price Index (CPI) adjustment. Like all the leases on the airport, the Airport Manager will review the annual Consumer Price Index for the 12-month period ending on August 31st of each year. Once the CPI adjustment reaches the \$5 threshold, the Airport Manager will increase the rent. The effective date of the adjustment shall be the first day of January following the adjusted increase.

- County T-hangar rent - \$255 monthly (increased to \$265 monthly Jan 1, 2024)
- Yearly (paid between Jan 1st and Jan 10th) - \$2,915 (equates to 1 free month)

Sublease Fee

A sublease is an agreement by the lessee to a third person, conveying all or part of the hangar, facility or office space for a shorter term than that for which the lessee holds originally. A sublease agreement requires Commissioners Court approval. NOTE: If the facility is designated by the airport manager or by the Lessee's lease, as an aircraft storage facility (i.e. t-hanger or box hanger), the agreement is not considered a sublease and does not require Commissioners Court approval. All perspective Lessees and current lease holders, if consent is given to sublease from Commissioners Court, the airport will require a percentage of the gross revenue generated by the sublease (s). The percentage of gross revenue referred to in this section shall be in addition to the amount of consideration that the Lessee is required to pay monthly for the land lease.

- Current sublease fee – 3% of gross revenue (establish by the Rhett Hawk Lease, Feb 27, 2017)

Aircraft Storage Facilities Fees

For designated aircraft storage facilities, the Lessee will be charged a percentage of the gross rental revenue instead of paying the ground lease rate for the “footprint” of the facility.

- Current rental revenue fee – 3% (established prior to 1996)

County Tie Down Fees

The Airport has 89 tiedown locations. Owners/operators of non-transient aircraft shall pay a tiedown fee per month for the occupancy of a tiedown space. This fee is payable without demand beginning on the 30th day after the space is occupied and each successive month thereafter.

- Tie down fee (non-transient) - \$60 monthly (increased to \$75 monthly Jan 1, 2024)
 - As of 2023, the non-transient tie down fees will be adjusted annually by the CPI, similar to the T-hangar adjustment. Once the CPI adjustment reaches the \$5 threshold, the Airport Manager will increase the fee. The effective date of the adjustment shall be the first day of January following the adjusted increase.
- Transient fees – Currently not an established fee, but from time to time for special occasions, the Sponsor may temporarily charge fees for tie down usage. If this happens, the Sponsor will give plenty of prior notice and publish the fee amount and details on the airport website.

For all rates and fees, the Airport Manager will track all adjustments and notify the appropriate individuals who might be affected. Finally, the Airport Manager will post the current rates and fees on the airport website. Should you have any questions about the Airport's rates and fee structure, please let me know.

DRAFT
County Judge



3-Tier Lease Zones



LEASE AGREEMENT

THE STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF GILLESPIE §

This lease agreement is entered into by and between the COUNTY OF GILLESPIE, TEXAS, hereinafter referred to as “Lessor”, who is the owner of Gillespie County Airport, hereinafter referred to as “Airport” and

NAME	Ali Mutlu
ADDRESS	5107 Sea Pines Dr
CITY	Dallas
STATE	TX
ZIP CODE	75287
PHONE	[REDACTED]
MAKE/TYPER OF AIRCRAFT	Mooney/M20TN
REGISTRATION NUMBER	N189FA
REGISTERED OWNER	242kts, LLC
EMAIL	[REDACTED]

hereinafter called “Lessee.”

Lessor and Lessee agree to the following terms, considerations and obligations:

1. Lessor does demise, lease and let unto Lessee Hangar Unit Number 10 in Hangar B (hereinafter the “Hangar Space” or “leased premises”) for the period of 3 months commencing upon Oct 1, 2023 with automatic renewal for a 12 month period at the end of each lease term until this Lease Agreement is terminated in accordance with the provisions in paragraph 3 below.
2. Lessee agrees to pay to Lessor rent upon execution of this Lease Agreement of \$ 255.00 per month, payable in advance by the 10th day of each month, or \$ 2,805 per year if paid in one lump sum payment by January 10th for the full calendar year (which is equivalent to a total of 11 months rental fees). Any payment received after the 10th day of the month must include a \$25.00 late fee. In the event a check is returned for insufficient funds, a \$25.00 return check fee will be assessed. Refusal to pay rent or the above stated fees will constitute a breach of this agreement and lessee must vacate the hangar immediately. If Lessee fails to vacate the premises within 10 days after receiving written notice of default from Lessor, Lessor is authorized to retake possession of said premises and terminate this lease. Note: Rent is subject to Consumer Price Index (CPI) adjustment every October.
3. This Lease Agreement may be terminated for any reason by written notice of either party 30 days in advance of effective termination date. Upon termination, Lessee shall

promptly clean, remove all refuse and vacate the Hangar Space, and return all keys to Lessor. Lessor will prorate and refund any unused portion of rent.

4. Rent may be adjusted at any time provided that 60 days' prior written notice has been given to Lessee.

5. Lessee agrees to provide written notice to Lessor of any telephone, address or aircraft changes within 10 days of said change.

6. Obligations of Lessor shall be payment of property taxes, electricity, and maintenance of the Hangar Building, its services and equipment, in good working order, to wit:

- A. Electricity service, (120V, 15A), to each unit.
- B. Lights in each hangar space.
- C. Sliding doors.

7. General obligations of Lessee for the use of the airport and hangar space are:

- A. Maintain the Hangar Space reasonably clean and free of trash, litter, junk cars, scrap aircraft parts and other materials, which are unrelated to normal operation and maintenance of aircraft.
- B. Abide by the applicable rules of the Environmental Protection Agency, Texas Commission on Environmental Quality, Texas Department of Agriculture, Texas Department of Transportation, or any other public agency concerning the use, storage, and disposal of hazardous chemicals, batteries, fuel and oil.
- C. Abide by the manufacturer's directions in regards to the use, storage and disposal of pesticides, herbicides, and other chemicals and their containers.
- D. Comply with Gillespie County Airport Rules and Regulations.
- E. Allow Lessor to enter the leased space to perform inspections of and maintenance and repairs to the premises.

8. Further specific obligations of Lessee are:

- A. Lessee agrees to use the Hangar Space only for aviation related activity, which for these purposes is defined as those activities normally related to the operation and storage of an aircraft at a public airport.
- B. Lessee shall undertake no alterations or modifications to the Hangar Space or building without the prior written consent of Lessor, and upon termination of this Lease Agreement, any such alterations or modifications shall become property of the Lessor.
- C. Lessee shall not sublease, assign, sell or transfer this Lease Agreement or any right hereunder to any person or entity without the prior written consent of the Lessor.
- D. Lessee shall not store any combustible materials in the Hangar Space, and further agrees to keep all other material or parts relevant to airplane operation or maintenance in suitable containers within the Hangar Space.

- E. Lessee shall keep Hangar Space doors closed and locked during his absence.
- F. Lessee shall not use the Hangar Space for any illegal or unauthorized purpose.
- G. Lessee, at its expense, shall repair or cause to be repaired any damage to the Hangar Space caused by Lessee.
- H. Lessee shall not block other tenants' access to their hangars.
- I. Lessee will not operate aircraft engine while aircraft is in a hangar and will not at any time operate engine so that the prop blast enters any Hangar.
- J. Lessee will indemnify, defend and hold Lessor harmless from any loss, claims, costs, or attorney's fees arising out of Lessee's use of the Hangar Space.
- K. Lessee shall not cause or allow a lien to be placed on any of Lessor's premises.

9. LESSOR ASSUMES NO LIABILITY for damage to aircraft or other property from any cause while the same are stored in the Hangar Space or being operated on the premises.

10. This Lease Agreement embraces the entire agreement of the parties, and no other agreement of whatever form shall be recognized, except that this Lease Agreement may be modified by written addendum of the parties and attached hereto.

11. Attorney Fees. In the event any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party a reasonable sum for the successful party's attorney's fees.

12. Severability. The invalidity of any portion of this agreement shall not affect the validity of the remaining portions thereof.

13. This Lease Agreement shall be governed by the laws of the State of Texas, and venue of any action brought under this Lease Agreement shall be in Gillespie County, Texas.

14. This Lease Agreement is performable in Gillespie County, Texas.

EXECUTED this _____ day of _____, _____.

LESSOR:

By: _____

LESSEE:

By:  _____

2-side Entry Sign



Airport Terminal Building Sign



This sign will cost \$1650.00

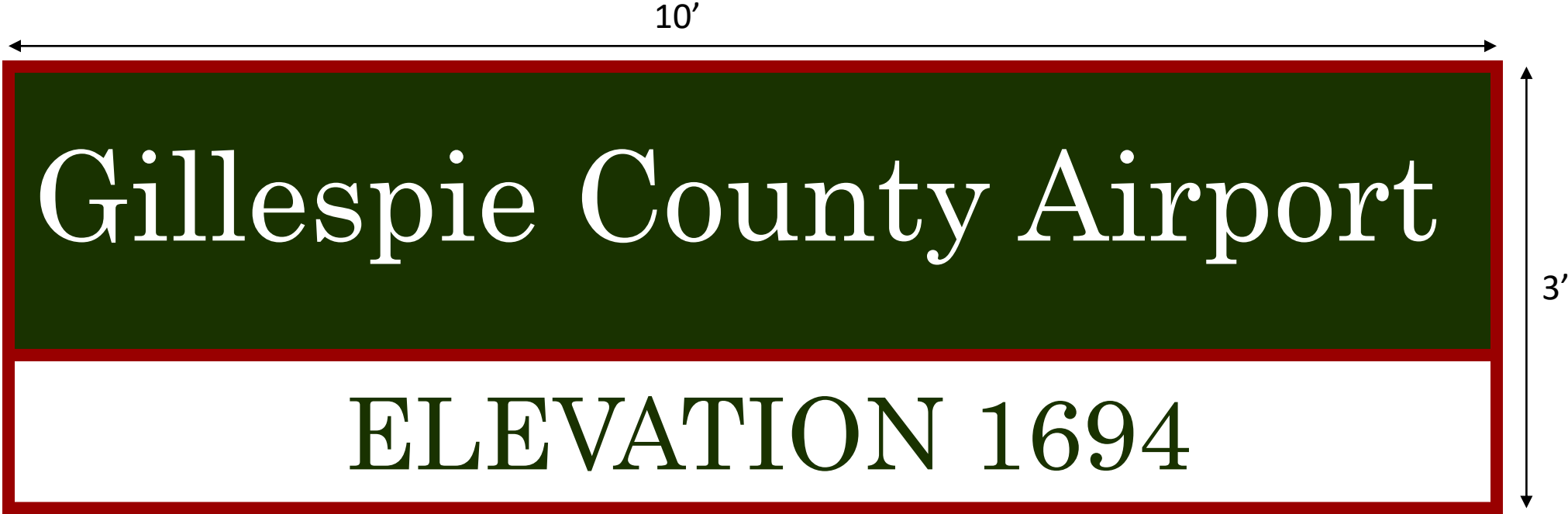
2-sided Entry sign

This is a layered steel sign consisting of 1 inch square tube in the center covered with sheet metal and painted. The border is 1" flat steel painted. The letters are cut from an aluminum composite material, painted and placed on the sign face with high quality double sided auto tape. The sign is built so you can slide the existing sign out of its frame and slide the new one in.



The cost of this sign is \$1100

One sided Terminal Building Ramp sign



This is a layered steel sign consisting of 1 inch square tube in the center covered with sheet metal and painted. The border is 1" flat steel painted. The letters are cut from an aluminum composite material, painted and placed on the sign face with high quality double sided auto tape. The sign is built so you can slide the existing sign out of its frame and slide the new one in.

This sign will cost \$1650.00

2 Sided Business Park sign

This is a layered steel sign consisting of 1 inch square tube in the center covered with sheet metal and painted. The border is 1" flat steel painted. The letters are cut from an aluminum composite material, painted and placed on the sign face with high quality double sided auto tape. The sign is built so you can slide the existing sign out of its frame and slide the new one in.

10 ft



3ft

HCG Signs

603 FM 2093 Suite 1501
 Fredericksburg, TX 78624

Estimate

Date	Estimate #
9/18/2023	1641

Name / Address
Gillespie County Airport

			Project
Description	Qty	Amount	Total
<p>Entry Sign This is a layered steel sign consisting of 1 inch square tube in the center covered with sheet metal and painted. The border is 1" flat steel painted. The letters are cut from an aluminum composite material, painted and placed on the sign face with high quality double sided auto tape. The sign is built so you can slide the existing sign out of its frame and slide the new one in.</p>	1	1,650.00	1,650.00
<p>Terminal Building Ramp This is a layered steel sign consisting of 1 inch square tube in the center covered with sheet metal and painted. The border is 1" flat steel painted. The letters are cut from an aluminum composite material, painted and placed on the sign face with high quality double sided auto tape. The sign is built so you can slide the existing sign out of its frame and slide the new one in.</p>	1	1,100.00	1,100.00
<p>Business Park Sign This is a layered steel sign consisting of 1 inch square tube in the center covered with sheet metal and painted. The border is 1" flat steel painted. The letters are cut from an aluminum composite material, painted and placed on the sign face with high quality double sided auto tape. The sign is built so you can slide the existing sign out of its frame and slide the new one in.</p>	1	1,650.00	1,650.00
		Subtotal	\$4,400.00
		Sales Tax (0.0%)	\$0.00
Hill Country Graphix has a 3.5% Cash Discount Invenitive built into all pricing. Any purchases made by Credit Card will not receive the Cash Discount and the Adjustment Cost will be displayed on your credit card receipt.		Total	\$4,400.00



RE: FY 2024 SAVNS Grant Contract

Contract Number: C-01078

Grantee: Gillespie County

Amount: \$6,778.54

Executed:

Term: September 1, 2023 – August 31, 2024

Budget Coding:

ORG	PCA	Agy Obj
B310000	11300	5137

SAVNS MAINTENANCE GRANT CONTRACT

OAG Contract No. C-01078

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

SECTION 1. PURPOSE OF THE CONTRACT

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

The OAG published a Request for Offer (RFO) for Statewide Automated Victim Services May 11, 2019. After an evaluation of offers, the OAG identified, certified, and entered into a contract with a single vendor to provide statewide automated victim notification services (“SAVNS Services”). The initial term of the OAG Vendor Certification and Service Agreement (“OAG Certification Agreement”) is/was from September 1, 2019, to August 31, 2020 (“Initial Term”). On August 28, 2023, OAG exercised its right to renew the OAG Certification Agreement with the renewal term to begin on September 1, 2023, and end on August 31, 2024 (“Fourth Renewal Term”). The vendor certified to provide the services is Appriss Insights, LLC, (“Certified Vendor”), a Kentucky corporation authorized to do business in Texas.

SECTION 2. TERM OF THE CONTRACT

This Grant Contract shall begin on September 1, 2023, and shall terminate August 31, 2024, unless it is terminated earlier in accordance with another provision of this Grant Contract.

SECTION 3. GRANTEE’S CONTRACTUAL SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 4. GRANTEE'S OBLIGATIONS AND REQUIRED REPORTS

4.1 General Matters

4.1.1 Required Reports; Form of Reports; Filings with the OAG. GRANTEE shall forward to the OAG all applicable reports and forms as specified by the OAG. GRANTEE shall ensure that it files each document or form required by the OAG in an accurate and timely manner. Unless

filing dates are given herein, all other reports and other documents that GRANTEE is required to forward to the OAG shall be promptly forwarded. From time to time, the OAG may require additional information from GRANTEE.

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

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

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

4.1.4 Standards for Financial and Programmatic Management. GRANTEE and its governing body shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization including financial and programmatic policies and procedures to ensure the integrity of the fiscal and programmatic management of the organization.

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

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

4.1.5 Security and Confidentiality of Records. GRANTEE shall establish a method to secure the confidentiality of records required to be kept confidential by applicable federal or state law,

rules or regulations. This provision shall not be construed as limiting the OAG's access to such records and other information.

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

4.2 Programmatic Reports

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

4.2.2 Written Explanation of Variance. GRANTEE shall provide a written explanation to the OAG on a quarterly basis to the extent that the performance of the SAVNS system, the Certified Vendor, or the GRANTEE varies from the projected performance thereof as provided in the Maintenance Plan required by Section 3.2 hereunder. In addition to the written explanation, GRANTEE shall promptly answer any questions from the OAG, whether in writing or otherwise, in connection with the quarterly and annual reports presented to the OAG.

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

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

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

4.3 Financial Matters

4.3.1 Annual Budgets. With regard to the use of funds pursuant to this Grant Contract,

GRANTEE will immediately review the budget for the fiscal year and the allowable expenditures, as shown on Exhibit A.

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

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

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

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

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

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

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

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

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

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

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

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

4.3.5 Annual Independent Financial Audit Report.

GRANTEES that are required to undergo a Single Audit must complete and submit the Single Audit of the complete program and/or organization and management letter of the audit findings within nine months of the end of the fiscal year of the agency. The audit will meet Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 CFR 200 and Texas Grant Management Standards (TxGMS) requirements. GRANTEES whose expenditures require the completion of a Single Audit, must submit a Single Audit to the OAG, an Annual Independent Financial Audit will not satisfy the audit requirement. GRANTEES that are required to undergo an Annual Independent Financial Audit by statute, regulation, or organizational policy must submit the Annual Financial Audit of the complete program and/or organization and management letter of the audit findings if requested by the OAG. GRANTEES who do not meet the expenditure threshold of the Single Audit and are not required by statute, regulation, or organizational policy to complete an Annual Audit, are not required to submit an Annual Audit to the OAG.

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

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

OAG unless an alternate payment plan is specified by the OAG.

4.3.8 Purchase of Equipment; Maintenance and Repair; Title upon Termination.

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

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

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

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

4.4 Notification of Change in Jail Management System and/or Court Management System.

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

SECTION 5. OBLIGATIONS OF OAG

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

5.2 Maximum Liability of OAG. The maximum liability of the OAG is contained in the attached Exhibit A. Any change to the maximum liability is void unless supported by a written

amendment to this Grant Contract executed between OAG and GRANTEE.

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

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

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

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

SECTION 6. TERMINATION

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

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

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

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

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

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

SECTION 7. AUDIT RIGHTS; RECORDS RETENTION

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

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

7.3 Audit Trails. GRANTEE shall maintain appropriate audit trails to provide accountability for all reporting measures and requests for reimbursement. Audit trails maintained by GRANTEE will, at a minimum, identify the supporting documentation prepared by GRANTEE to permit an audit of its systems. GRANTEE's automated systems, if any, must provide the means whereby authorized personnel have the ability to audit and verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information.

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

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

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

SECTION 8. SUBMISSION OF INFORMATION TO THE OAG

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

SECTION 9. CORRECTIVE ACTION PLANS AND SANCTIONS

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

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

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

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

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

SECTION 10. GENERAL TERMS AND CONDITIONS

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

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

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

10.4 Conflicts of Interest; Disclosure of Conflicts. GRANTEE represents and warrants that performance under the Grant Contract or grant will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. GRANTEE has not given, or offered to give, nor does GRANTEE intend to give at any time hereafter, any economic opportunity, future

employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this Grant Contract or in connection with this Grant Contract, except as allowed under relevant state or federal law. Further, GRANTEE represents and warrants that in the administration of the grant, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the course of the Grant Contract or grant, GRANTEE shall promptly notify the OAG. GRANTEE will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of a personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without an actual, potential or apparent conflict of interest with respect to its performance under this Grant Contract. GRANTEE must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to its performance under this Grant Contract.

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

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

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

SECTION 11. SPECIAL TERMS AND CONDITIONS

11.1 Independent Contractor Status; Indemnity and Hold Harmless Agreement. GRANTEE expressly agrees that it is an independent contractor. Under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of GRANTEE be considered a state employee, agent, servant, or partner of, or part of any joint venture or joint enterprise with,

the OAG or the State of Texas. GRANTEE agrees to take such steps as may be necessary to ensure that each contractor of GRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, or partner of, or part of any joint venture or joint enterprise with the OAG or the State of Texas.

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

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

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

11.3 Intellectual Property. GRANTEE understands and agrees that GRANTEE may copyright any original books, manuals, films, or other original material and intellectual property developed

or produced out of funds obtained under this Grant Contract, subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and granted by GRANTEE to the OAG or, where applicable, the State of Texas, or if federal funds are expended, the United States Government. GRANTEE hereby grants the OAG an unrestricted, royalty-free, non-exclusive, and irrevocable license to use, copy, modify, reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), at no additional cost to the OAG, in any manner the OAG deems appropriate in the exercise of its sole discretion, any component of such intellectual property.

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

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

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

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

11.7 No Subcontracting, Assignment, or Delegation Without Prior Written Approval of OAG. GRANTEE may not subcontract, assign any of its rights, or delegate any of its duties under this Grant Contract without the prior written approval of the OAG. OAG shall maintain the complete and sole discretion to approve or deny any request to subcontract, assign any right, or delegate any duty under this Grant Contract, and the OAG may withhold its approval for any reason or no reason. In the event OAG approves subcontracting, assignment, or delegation by GRANTEE, GRANTEE will ensure that its contracts with others shall require compliance with the provisions of this Grant Contract. GRANTEE, in subcontracting for any performances specified herein, expressly understands and agrees that it is not relieved of its responsibilities for ensuring that all performance is in compliance with this Grant Contract and that the OAG shall not

be liable in any manner to GRANTEE's subcontractor(s). GRANTEE represents and warrants that it will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

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

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

11.10 Governing Law; Venue.

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

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

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

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

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

11.14 Child Support Obligation Affirmation. GRANTEE represents and warrants that it will include the following clause in the award documents for every subaward and subcontract and will require subrecipients and contractors to certify accordingly: "Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract,

bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.”

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

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

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

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

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

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

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

Government Code.

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

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

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

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

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

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

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

11.28 Public Camping Ban. GRANTEE certifies that it has not received a final judicial

determination finding it intentionally adopted or enforced a policy that prohibited or discouraged the enforcement of a public camping ban in an action brought by the Attorney General under Local Government Code § 364.003. If GRANTEE is currently being sued under the provisions of Local Government Code § 364.003, or is sued under this section at any point during the duration of this grant, GRANTEE must immediately disclose the lawsuit and its current posture to the OAG.

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

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

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

SECTION 12. CONSTRUCTION OF CONTRACT AND AMENDMENTS

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

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

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

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

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

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

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

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

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

**OFFICE OF THE ATTORNEY
GENERAL**

Gillespie County

Printed Name: _____
Office of the Attorney General

Printed Name: Daniel Jones
Authorized Official

SAVNS MAINTENANCE GRANT CONTRACT

OAG Contract No. C-01078

EXHIBIT A

Population Size: Small

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

Annual Cost for Jail	Annual Cost for Courts	MAXIMUM REIMBURSABLE COSTS
\$5,762.25	\$1,016.29	\$6,778.54

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

EXHIBIT B

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

Contract No.

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

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

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

WHEREAS SECTION 1 of the Contract permitted the [NAMED ENTITY] to, in its sole and absolute discretion, renew the Contract, for four (4) additional one (1) year renewal terms (each a “Renewal Term”) to the extent the OAG Certification Agreement, remains in effect;

WHEREAS the OAG exercised its option to renew the OAG Certification Agreement, extending the term thereof to August 31, 2024;

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

The Contract terminated on August 31, 2022, and was renewed through August 31, 2023. The Contract is hereby renewed, with this Fourth Contract Renewal Term (“Fourth Renewal Term”) to begin on September 1, 2023 and end of August 31, 2024. Pursuant to Section 1 of the Contract, this Fourth Renewal Term and any subsequent renewals, shall be subject to all specifications and terms and conditions of the Contract, the OAG Certification Agreement, and the Incorporated Documents as defined in Section 2 therein.

[NAMED ENTITY] by:

Signature

Date

Name

Title

Acknowledged by Appriss Insights, LLC.

Signature

Date

Name

Title

ORDER OF SPECIAL ELECTION (ORDEN DE ELECCION ESPECIAL)
November 7, 2023 (07 de noviembre de 2023)

An Election is hereby ordered to be held on November 7, 2023, in Gillespie County, Texas for the purpose of voting in a Special Election to adopt or reject the proposed Constitutional Amendments as submitted by the 88th Legislature (see Exhibit A), Regular Session and a Second Special Session of the State of Texas.

(Por la presente se ordena que se celebre una elecció n el 7 noviembre de 2023, en el Condado de Gillespie, Texas, con el propòsito de votar en una Elecció n Especial para adoptar o rechazar las enmiendas constitucionales propuestas presentadas pro la Legislatura 88^a (ver Anexo A), Sesió n Ordinaria y Segunda Sesió n Especial del Estado de Texas.)

For Early Voting , a voter may vote at the location listed below:

(Para Votacion Adelantada, los votantes podràn votar en cualquiera de las ubicaciones nombradas abajo.)
Early voting will be Monday through Friday starting Monday October 23, 2023 until Friday, November 3, 2023

EARLY VOTING LOCATION 95 Frederick Road Fredericksburg, Texas 78624

Monday	Tuesday	Wednesday	Thursday	Friday
10/23/2023 8:00am-5:00pm	10/24/2023 8:00am-5:00pm	10/25/2023 8:00am-5:00pm	10/26/2023 8:00am-5:00pm	10/27/2023 8:00am-5:00pm
10/30/2023 8:00am-5:00pm	10/31/2023 8:00am-5:00pm	11/1/2023 8:00am-5:00pm	10/2/2023 7:00am-7:00pm Open 12 hrs.	10/3/2023 7:00am-7:00pm Open 12 hrs.

Applications for ballot by mail shall be mailed to: (Las solicitudes para boletas que se votarán adelantada por correo deberán enviarse)

Jim Riley, Early Voting Clerk (Nombre del Secretario/a de la Votación Adelantada)

PO Box 351, Fredericksburg, Texas 78624 (Dirección)

830-307-6170 (Número de teléfono)

elections@gillespiecounty.org (Dirección de Correo Electrónico)

<https://www.gillespiecounty.org/elections> ((Sitio web del Secretario/a de Votación Adelantada)

Applications for Ballots by Mail (ABBM)s must be received no later than the close of business on October 27, 2023.

(Las solicitudes para boletas que se votarán adelantada por correo deberán recibirse no más tardar de las horas de negocio el 10/27/2023)

Federal Post Card Applications (FPCAs) must be received no later than the close of business on October, 18, 2023

(La Tarjeta Federal Postal de Solicitud deberán recibirse no más tardar de las horas de negocio el 10/18/2023)

Issued this the _____ day of September, 2023

(Emitida este día _____ de Septiembre 2023)

Daniel Jones, Gillespie County Judge

Charles Olfers, Commissioner, District 1

Precinct

Keith Kramer, Commissioner, District 2

Precinct

Dennis Neffendorf, Commissioner, District 3

Precinct

Don Weinheimer, Commissioner, District 4

Precinct

Gillespie County Clerk's Office
Hon. Lindsey Brown, Gillespie County Clerk
Records Management, Archive and Preservation Plan
September 2023

I. Background (Statutory History):

The 86th Legislature passed SB 658 in 2019; effective September 1, 2019, to allow Counties to assess a \$10.00 Record Management and Preservation Fee for the preservation of older records filed with the County Clerk. This bill has no expiration date.

The 77th Texas Legislature passed HB 370 in 2001 to allow Counties to assess a \$5.00 Record Management and Preservation Fee for the preservation of older records filed with the County Clerk; then **HB 1533–2013 Increased fee to \$10.00.** The 78th Legislature passed SB 1744 amending the original legislation allowing all counties to collect this fee with Commissioners' Court approval. **The 79th Legislature passed SB 526 which repeals the expiration date (09/01/08)** on collecting the Records Archive Fee 118.011(g) and 118.025(k) Local Government Code. The County Clerk is proposing the continuation of the collection of this fee.

The legislation amends Local Government Code: Section 118.025 (b) to enable the Commissioners' Court to adopt a Records Archive Fee for the preservation and automation of previously filed recorded real property, civil and vital records as part of their regularly adopted budget.

II. Bill Overview

- Begins on the 2019 Annual Budget. The fee must be set and itemized in the County's budget as part of the budget preparation process
- The \$10.00 fee can be assessed on any instrument, document, paper or other record that the County Clerk is authorized to accept for filing or recording (deed or official public records, assumed names, marriage licenses and civil case filings); the clerk's office is recommending the continuation of the collection of a \$10.00 Preservation Fee or filings and recordings.
- \$1.00 Vital Records Archive collected by Local Registrars
- The fee may be used only to provide funds for the specific purpose of records management and preservation, including for automation purposes
- Changes to the plan must be approved by Commissioners' Court

See attached SB 658 for more details

III. Purpose

The projects outlined herein are funded, not entirely, but by the expected annual revenue generated by the County Clerk's Records Management & Archive Fees proposed herein; currently at \$10.00 for each fund per filing. Current estimated filing volume is 6,700 annually, generating an estimated average of \$134,000.00 in Records Management and Archival Funding. These filings include Official Public Records, Vital Records, as well as, Criminal, Civil and Probate Records.

The County Clerk's office is progressive in the preservation of current records, utilizing the Commissioner's Court approval of General Funds; however, the clerk desires to help offset the expenditures by starting to collect the Records Management and Archival Fees at \$10.00 each. In order to preserve and enhance the integrity of the existing system for recording and preserving public documents; the County Clerk seeks to preserve existing original records by restoring or re-creating old volumes, digitizing paper records, and converting all older media into electronic format.

IV. The overall goal and vision of the County Clerk's office is to:

- Continue to add records and information for electronic assess for the public.
- Eliminate or reduce manual lookups and searches.
- Expedite record searching by having more records available for electronic retrieval.
- Provide public information to the citizens of the County via the Intra/Internet.
- Continue to eliminate the need for paper records.
- Preserving original records by reducing daily usage.

V. Projects Completed:

- Restoration and Preservation of School Census Records
- Electronic access of Index Volumes from the County's sovereignty to 1989 with Kofile Technologies cloud based services
- Restoration and Preservation of the oldest land records of the county dated from the Republic of Texas; two Transcribed Deed Records from Bexar County 1838
- Electronic access of Index Volumes from the County's sovereignty in Commissioners Court minutes as well as our Road Minutes

VI. Projects to include:

- Pre-Preservation and Imaging for our Probate Records from sovereignty to 2006. Once project is completed, the County Clerk will make the decision on where these images will be house. Currently the Index Books are in our current QuickLink site on our website.

- QuickLink Full providing internet access, public research and purchase of these records via the internet
- Provides the county with cost savings associated with fully indexing each document.
- This will increase the availability of records accessible via the internet and reduce the search of records using the physical index books and record volumes.
-
- Any other project; historical or permanent in nature that may deem appropriate to take action in order to preserve the document.

VII. Length of Projects

The length of completion is estimated at approximately five years and is dependent on the Records Management, Archive Fee and General Fund funding options.

VIII. Additional Provision

Any other project that may arise concerning the restoration, preservation or archival of records in the Gillespie County Clerk records during the 2023/2024 budget year.

VIII. Summary

The Legislature has provided a means to raise revenue for the records management and preservation of county property and vital records. This “user” fee is an alternative to raising taxes or spending general fund monies to accomplish these projects. This plan will be implemented in “phases” as money is accrued and deposited into a special revenue account. Any outsourcing and purchase of equipment will be done through standard purchasing processes. Approval will prevent the potential hazard and “disaster in waiting” as years and years of vital county property records sits in storage – unprotected and not adequately preserved.

SB 658 – effective 9/01/19 - \$10.00 Records Management & \$10.00 Records Preservation and Archive

HB 1533–2013 Increases fee to \$10.00. The bill contains a provision reverting back to the \$5.00 fee effective 09/01/19

\$10.00 Archive Fee



GILLESPIE CENTRAL APPRAISAL DISTRICT

1159 S. Milam St.
Fredericksburg, TX 78624
(830) 997-9807

August 30, 2023

Gillespie County
Attn: Daniel Jones, County Judge
101 West Main Street #9
Fredericksburg, TX 78624

RE: Gillespie Central Appraisal District Board of Director's Nominations
for the 2024-2025 Term

Dear Judge Jones,

The terms of the current Directors of the Gillespie Central Appraisal District will expire on December 31, 2023. Directors are elected to two-year terms by the governing bodies of voting taxing units within the appraisal district. The Gillespie CAD Board of Directors has five elected positions; it is your taxing unit's duty to nominate members that you feel will represent your taxing unit, the district, and the taxpayers within the Gillespie CAD. Existing board members can serve again if they are renominated and reelected.

This process starts with the chief appraiser calculating the number of votes that a taxing unit receives. Each taxing unit's number of votes equals its percentage of overall 2022 tax levy in Gillespie County multiplied by 5,000.

The chief appraiser then notifies the taxing units of the number of votes it may cast. The following is a list of all voting taxing units and their number of votes.

Taxing Unit	2022 Levy in Gillespie County	Percent of Total Levy	Number of Votes
City of Fredericksburg	\$5,926,463.80	6.3512%	318
Doss CCSD	\$568,642.90	0.6094%	30
Fredericksburg ISD	\$58,665,989.92	62.8707%	3143
Gillespie County	\$23,380,339.17	25.0561%	1253
Harper ISD	<u>\$4,770,647.36</u>	<u>5.1126%</u>	<u>256</u>
	\$93,312,083.15	100.00%	5000

Each voting taxing unit can nominate, by resolution, one candidate for each of the positions to be filled (up to five nominees per taxing unit). Your nominee resolution **must be submitted** to the Gillespie Central Appraisal District before **October 15, 2023**.

The chief appraiser then prepares a ballot of nominees and submits it to the taxing units before **October 30, 2023**.

Each voting taxing unit casts their allotted votes to one candidate or splits their votes among multiple candidates. The votes are submitted to the chief appraiser by written resolution. Taxing units must return voting results to Gillespie CAD before **December 15, 2023**. The chief appraiser will then notify the taxing units of the outcome.

For your information, the following is a list of the current board members:

Todd Bierschwale
Donald Davis
Tim Dooley
James McAfee
Jill Tabor

I have taken the liberty to ask if the current board members are willing to serve another term. Tim Dooley has indicated he does not wish to be nominated again. The other members have indicated they are willing to serve another term.

Board members qualifications include being a resident of the district (Gillespie County), having resided in the district for a minimum of the prior two years, not being an employee of a taxing unit within the district, and not owing delinquent property taxes. An elected official of a taxing unit is eligible to be a board member.

If you should have any questions on the process or qualification requirements of members then please do not hesitate to contact me.

Sincerely,



Scott Fair, RPA RTA CCA
Chief Appraiser

AMWINS™

Bring on the Future

2024 Renewal Summary:
Texas Association of Counties
(Bundled Group)



Texas Association of Counties (Bundled Group) 2024 Retiree Rx Plan Renewal

We are pleased to provide the 2024 Group Retiree Medical and Prescription Drug Program Renewal for Texas Association of Counties. Other than the annual Medicare deductible and co-insurance adjustments for Parts A, B, and D, the plan designs will remain unchanged for 2024. Please review the program details enclosed in this summary

Amwins is also excited to offer a comprehensive Retiree Assistance Program. This program, **Manage My Health**, offers greater assistance to retirees and spouses by giving them easy, confidential access to an immense suite of programs and services aimed at improving their physical, mental, and financial wellbeing. In 2024, retirees will have:

- Fitness Program & Membership
- 24/7 Telehealth Solutions
- Food Delivery Service
- 24/7 Counseling & Intervention
- Hearing Services & Benefits
- Health & Wellness Support
- Access to Discounts & Rewards

We are confident your retirees will greatly benefit from this retiree assistance program. Each employer group will need to select MMH for 2024 on their Renewal Acceptance, if they are choosing to include it in the 2024 benefits.

As always, Amwins Group Benefits will continue to provide our extensive administrative services including:

Eligibility Management

Annual and Monthly Enrollments

Retiree Communications

Customer Service

Program Administration

Billing and Collection of Premiums

Retiree Specialty Contact Center

Ongoing Retiree Advocacy and Support

Texas Association of Counties (Bundled Group) 2024 Retiree Rx Plan Renewal

Medical Plan

Underwritten by: Transamerica Life Insurance Company
Effective January 1, 2024 – December 31, 2024

Plan G w/ \$20 OVC	2023	2024	% Increase	# of Lives
65-69	\$170.46	\$179.63	5.38%	146
70-74	\$204.76	\$215.96	5.47%	144
75-79	\$241.97	\$255.36	5.53%	91
80-84	\$276.31	\$291.73	5.58%	80
85-89	\$305.55	\$322.69	5.61%	38
90+	\$319.51	\$337.48	5.62%	6

Prescription Drug Plan

Underwritten by: Elixir Insurance Company through Retiree RxCare

	2023	2024	% Increase	# of Lives
Rx Plan	\$209.43	\$213.62	2.00%	555

Texas Association of Counties (Bundled Group) 2024 Retiree Rx Plan Renewal

Retiree Program Plan Designs

Medical Plan

Underwritten by: Transamerica Life Insurance Company
Effective January 1, 2024 – December 31, 2024

	Plan G w/ \$20 OVC
Deductible *	\$226
Skilled Nursing	0%
Part B Co-insurance	0%
Total OOP Max **	Unlimited
Office Visit Copay	\$20
ER Visit Copay	\$0

*Includes Part B Deductible (2023: \$226).

**Includes Calendar Year Deductible

Prescription Drug Plan Design:

Underwritten by: Express Scripts Medicare

2024	30 Day Retail (30 Day Retail)**	90 Day Retail Pharmacy (30 Day Retail)**
Calendar Year Deductible:	\$0	\$0
Tier 1	\$10	\$20
Tier 2	\$15	\$30
Tier 3	\$30	\$60
Tier 4	\$60	\$120
Tier 5	25%	25%
Coverage in the Gap*	Same copay schedule as above	
OOP over \$8,000	\$0	

*After your total yearly drug costs reach \$5,030, you will pay the same co-payment schedule as noted above. The co-payments shown already include the manufacturer discounts on brand name drugs provided by the Medicare Coverage Gap Discount Program. Rates are effective through January 1, 2024 to December 31, 2024.

Texas Association of Counties (Bundled Group) 2024 Retiree Rx Plan Renewal

Retiree Program Plan Designs

MAPD Plan: (WASHINGTON COUNTY ONLY)

Underwritten by: Humana

Effective January 1, 2024 – December 31, 2024

MAPD Plan	Package 1 High Plan
Calendar Year Deductible	\$0
Part B Co-Insurance	0%
Out-of-Pocket Maximum**	Unlimited
Office Visit Co-pay	\$0
Emergency Room Co-pay	\$0
Part D Prescription	30-day standard retail
Tier 1: Generic	\$5
Tier 2: Preferred Brand	\$25
Tier 3: Non-Preferred Brand	\$60
Tier 4: Specialty	33%
Coverage in Gap	Full Gap Coverage
OPX that Triggers Catastrophic	\$8,000



Transamerica Life Insurance & Retiree RxCare 2024 Renewal Notice and Benefit Confirmation

Group: Gillespie County

Anniversary Date: 1/1/2024

Below are the new renewal rates for TLIC medical and Retiree RxCare prescription drug coverages. Please initial and complete each section below. Authorized signature on the following page is required to confirm and accept your group's renewal. Email renewals to CCS@county.org by **9/30/2023**.

RETIREE MEDICAL

Attained Age	Current Rates	New Rates Effective 1/1/2024
65 – 69	\$170.46	\$179.63
70 – 74	\$204.76	\$215.96
75 – 79	\$241.97	\$255.36
80 - 84	\$276.31	\$291.73
85 – 89	\$305.55	\$322.69
90+	\$319.51	\$337.48

_____ Initial to accept 2024 retiree medical rates

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

RETIREE RXCARE - PRESCRIPTION PART D

Current Rate

\$209.43

New Rate Effective 1/1/2024

\$213.62

_____ Initial to accept 2024 retiree prescription rate.

BILLING AND CONTRIBUTION SCHEDULE

List Bill – A monthly invoice will be sent directly to the designated billing contact.

- Group is responsible for collecting premiums from the retirees/spouses.
- Group is responsible for submitting payment in full directly to TLIC.
- Please indicate contribution amount paid per month below.

	Amount Group Pays	Amount Retiree Pays
Medical Premium	\$ _____	\$ _____
RX Premium	\$ _____	\$ _____

**CountyChoice Silver
Member Contact Designations
Gillespie County**

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

Please list changes and/or corrections below.

Name/Title: Mark Stroher/Judge
Address: 101 W. Main St. Unit 9
Fredericksburg, TX 78624
Phone: 830-907-7502
Fax: 830-992-2608
Email: mstroher@gillespiecounty.org

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

Please list changes and/or corrections below.

Name/Title: Jennifer Doss/HR Director
Address: 101 W. Main St., Unit 11
Fredericksburg, TX 78624
Phone: 8303073772
Fax: 8303073782
Email: jdoss@gillespiecounty.org
HIPAA Secure Fax

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

Please list changes and/or corrections below.

Name/Title: Jennifer Doss/HR Director
Address: 101 W. Main St., Unit 11
Fredericksburg, TX 78624
Phone: 8303073772
Fax: 8303073782
Email: jdoss@gillespiecounty.org

Signature of County Judge or Contracting Authority

Date

Please PRINT Name and Title

Retiree Medical Insurance Plan Summary of Benefits

Underwritten by: Transamerica Premier Life Insurance Company

Calendar Year Deductible: Part B Deductible
Office Visit Copay: \$20

MEDICARE (PART A) - HOSPITAL SERVICES - PER BENEFIT PERIOD*

Services	Medicare Pays	Plan Pays	You Pay
HOSPITAL CONFINEMENT BENEFIT*			
Semiprivate room and board, general nursing and miscellaneous services and supplies:			
First 60 days	All but Part A Deductible	Part A Deductible	\$0
61 st through 90 th day	All but Part A Coinsurance	Part A Coinsurance	\$0
91 st through 150 th day (While using 60 lifetime reserve days)	All but Part A Coinsurance	Part A Coinsurance	\$0
Once Lifetime Reserve days are used:			
Additional 365 days:	\$0	100% of Medicare Eligible Expenses	\$0
Beyond the Additional 365 days	\$0	\$0	All costs
SKILLED NURSING FACILITY CARE*			
You must meet Medicare's requirements, including having been in a hospital for at least 3 days and entered a Medicare-approved facility within 30 days after leaving the hospital:			
First 20 days	All approved amounts	\$0	\$0
21 st through 100 th day	All but Part A Coinsurance	Part A Coinsurance	\$0
101 st day and after	\$0	\$0	All costs
BLOOD DEDUCTIBLE – Hospital Confinement and Out-Patient Medical Expense			
When furnished by a hospital or skilled nursing facility during a covered stay.			
First 3 pints	\$0	3 pints	\$0
Additional amounts	100%	\$0	\$0
HOSPICE CARE			
Available as long as your doctor certifies you are terminally ill and you elect to receive these services.	All but very limited coinsurance for outpatient drugs and inpatient respite care	\$0	Balance

Retiree Medical Insurance Plan Summary of Benefits

Underwritten by: Transamerica Premier Life Insurance Company

MEDICARE (PART B) - MEDICAL SERVICES - PER CALENDAR YEAR

Services	Medicare Pays	Plan Pays	You Pay
OUT-PATIENT MEDICAL EXPENSES - - In or Out of the Hospital and Out-Patient Hospital Treatment, such as Physician's services, inpatient and outpatient medical and surgical services and supplies, physical and speech therapy, diagnostic tests, durable medical equipment:			
Medicare Part B Deductible: First Dollars of Medicare-approved amounts**	\$0	\$0	Part B Deductible
Additional Medicare-approved amounts	80%	20%	\$0
Office Visit Copay	\$0	\$0	\$20
Part B Excess Charges (Above Medicare Approve Amounts)	\$0	100%	0%
BLOOD			
First 3 pints	\$0	All costs	\$0
Next Dollars of Medicare Approved Amounts**	\$0	\$0	Part B Deductible
Additional Medicare-approved amounts	80%	20%	\$0
CLINICAL LABORATORY SERVICES			
Blood tests for Diagnostic Services	100%	\$0	\$0

Retiree Medical Insurance Plan Summary of Benefits

Underwritten by: Transamerica Premier Life Insurance Company

MEDICARE PARTS A & B

Services	Medicare Pays	Plan Pays	You Pay
HOME HEALTH CARE – Medicare Approved Services:			
Medically necessary skilled care services and medical supplies	100%	\$0	\$0
DURABLE MEDICAL EQUIPMENT			
First Dollars of Medicare Approved Amounts*	\$0	\$0	Part B Deductible
Additional Medicare-approved amounts	80%	20%	\$0

OTHER BENEFITS NOT COVERED BY MEDICARE

Services	Medicare Pays	Plan Pays	You Pay
FOREIGN TRAVEL - Medically necessary emergency care services beginning during the first 60 days of each trip outside the USA:			
First \$250 each calendar year	\$0	\$0	\$250
Remainder of charges	\$0	80% to a lifetime maximum of \$50,000	20% and amounts over the \$50,000 lifetime max

*A benefit period begins on the first day you receive service as an inpatient in a hospital and ends after you have been out of the hospital and have not received skilled care in any other facility for 60 days in a row.

**Once you have been billed the first dollars of Medicare-Approved amounts for covered services (which are noted with two asterisks), your Medicare Part B Deductible will have been met for the calendar year.

Benefits are paid only for those expenses which have been approved as eligible by the federal Medicare program.

Benefits will not be paid for any expenses which are not determined to be Medicare Eligible Expenses by the Federal Medicare Program or its administrators, except as otherwise specified.

This policy's renewability, cancellability and termination provisions are at the option of the group policy holder except in cases of non-payment of premium

The summary of program benefits described herein is for illustrative purposes only. In case of differences or errors, the Group Policy governs.

2024 Prescription Drug Benefit Medicare Part D 5-Tier Plan

January 1, 2024 – December 31, 2024

Prescription Drug Benefits

Deductible and Limits on How Much You Pay for Covered Services

Annual Deductible

There is no deductible for Retiree RxCare. You begin in the Initial Coverage Stage when you fill your first prescription of the year.

Initial Coverage

You pay the following until your total yearly drug costs reach \$5,030. Total yearly drug costs are the total drug costs paid by both you and our Part D plan. You may get your drugs at network retail pharmacies and mail order pharmacies.

Tier	30 Day Retail Pharmacy Copay	90 Day Retail Pharmacy or Mail Order Copay
Tier 1	\$10	\$20
Tier 2	\$15	\$30
Tier 3	\$30	\$60
Tier 4	\$60	\$120
Tier 5	25%	25%

If you reside in a long-term care facility, you pay the same as at a retail pharmacy.

Coverage Gap

Most Medicare drug plans have a coverage gap (also called the “donut hole”). This means that there may be a temporary change in what you will pay for your drugs. The coverage gap begins after the total yearly drug cost (including what our plan has paid and what you have paid) reaches \$5,030.

With Retiree RxCare, after you enter the coverage gap, you will continue to pay your Initial Coverage Stage copayment amount for covered drugs until your costs total \$8,000, which is the end of the coverage gap. Not everyone will enter the coverage gap.

Catastrophic Coverage

After your yearly out-of-pocket drug costs (including drugs purchased through your retail pharmacy and through mail order) reach \$8,000.

- **You pay:**
 - \$0



Workers' Compensation Renewal Questionnaire

Gillespie County

Coverage Period: January 1, 2024 through January 1, 2025

Thank you for participating in the TAC Risk Management Pool's Workers' Compensation program. As we prepare your renewal, there are a few questions we need you to answer so that we can provide you the most comprehensive and cost effective coverage possible. Pursuant to the Interlocal Participation Agreement, Section 4. Annual Contribution, 4.01 requires that the member timely submit to the Pool documentation necessary for the Pool to properly underwrite the renewal. To ensure that we have up-to-date information, please fill out each page completely and make any changes directly to this document. You can also provide supplemental sheets as necessary. NOTE: Omitted information may result in an exclusion from coverage.

We value your membership in the TAC Risk Management Pool and look forward to another successful year! If you have any questions or need help completing the Renewal Questionnaire, please contact your Member Services Representative (listed below) at 800-456-5974.

Member Service Representative: Ms. Sofia Maldonado

Email: sofiam@county.org

Pool Coordinator/Workers' Compensation Coordinator

Our records indicate that the Member has designated the individual below as the contact for this coverage. In accordance with the terms of the Interlocal Participation Agreement, the Pool Coordinator has express authority to represent and to bind the Member, and the Pool will not be required to contact any other individual regarding matters arising from or related to this Agreement. If the Member wishes to change or update the Pool Coordinator information, please make the necessary changes below.

Contact: Ms. Jennifer Cude Doss

Email: jdoss@gillespiecounty.org

Office Phone Number: (830) 307-3772

Fax Number: (830) 992-2608

Mailing Address: 101 W Main St Unit #11

City, State, Zip: Fredericksburg, TX, 78624-3746

General Information

	Yes or No
1. Do you use a manned aircraft in any capacity?	NO
If Yes: Are your pilots employees?	
If yes, please complete the Aircraft and Aircraft and Pilot info tabs.	
Are your pilots volunteers?	
If yes, and you desire to include Workers' Compensation coverage please complete the Aircraft and Aircraft and Pilot info tabs.	
2. Do you have operations involving the loading, unloading, repair, or construction of watercraft or vessels, including work performed on barges or	NO
3. Do you own, operate, or maintain a railroad, or own, lease, operate, or repair railroad equipment?	NO
4. Do you engage in manufacturing, handling, transporting, distributing, or storing explosives or explosive substances (other than gasoline)?	NO
5. Do you perform any underground, subaqueous, or tunneling operations?	NO
6. Do you provide group transportation for employees to and from the workplace?	NO
If Yes:	
* Average number of employees in a vehicle per trip:	
* Maximum number of employees in a vehicle per trip:	
* Average number of daily trips:	
7. Do you have a County Fire Department that contracts with the state or National Forest Service to fight wildland fires?	NO
If Yes: Please advise in the last 5 years for each fire the number of employees and duration in the explanation box below.	
For any "Yes" responses to the questions above, please provide a brief explanation:	

Unreported Claims

	Yes or No
1. Are you, or any officer or employee, aware of, or have knowledge of any circumstance, occurrence, fact or event which is likely to be a basis of a claim,	NO
If yes, please describe:	
2. Has the situation been reported to TAC Claims Department?	

Acknowledgement and Acceptance

Member Name: Gillespie County

Member acknowledges that the information submitted in this questionnaire is true and accurate, including all known potential claims. The information submitted may be used by the Pool in processing the renewal and in assessing the coverage needs of the Member. The questions posed, or any wording of the questionnaire, should not and may not be relied upon by the Member as implying that coverage exists for any particular claim or class of claims. The only coverage provided by the Pool to the Member is as described in the applicable Coverage Document, including any endorsements and the Contribution and Coverage Declaration, issued to a covered Member.

If the Member makes no changes, the Pool will assume the Member is reporting for the same information as in the previous applicable Coverage Period. The Member understands that any failure to fully and accurately answer the questionnaire and any attached documents may result in denial of coverage provided by the Pool.

Signature of County Judge or presiding official of the Political Subdivision

Date

Please enter the estimated payroll and the number of employees for calendar year 2024 in the highlighted columns.

Only include payroll for Elected Officials if your Commissioners Court has selected this Optional Coverage. For Optional Coverages, refer to the next tab for instructions on reporting this payroll.

Member Name : Gillespie County

Coverage Period: January 1, 2024 through January 1, 2025

Rating Class Code	Rating Class Description	2022 Actual Payroll +2%	Current Number of Employees	Current Number of Volunteers	Estimated 2024 Payroll Amount	Estimated 2024 Number of Employees	Note
07422	Aircraft Ambulance						
07418	Aircraft Oper. (Patrol, Ambulan)						
07423	Airport						
07721	Ambulance						
09016	Amusement Park, Exhibition Center						
08391	Auto Mechanics	\$82,091	2		\$ 109,130.00	2	10-12% COLA
09014	Bldg. Maintenance & Janitors	\$406,328	11		\$ 454,400.00	11	10% COLA
05403	Carpentry (NOC)						
09220	Cemetery Operations						
04511	Chemical Analyst/Assayers	\$117,957	4		\$ 180,000.00	3	10-15% COLA (corrected coding of ee from '23
08809	Chief Of Commissions & Directors						
08810	Clerical	\$3,117,063	68		\$ 4,442,300.00	72	10-12% COLA
05606	Co. & Drain Dist. Commissioners	\$280,905	4		\$ 287,400.00	4	10% COLA
08006	Commodity Dist.-Retail Grocery						
05203	Concrete Construction-Bridges						
07380	Drivers						
08811	Election Personnel	\$138,367	4		\$ 165,000.00	4	10% COLA
05190	Electrical Wiring W/In Buildings						
08601	Engineers, Surveyors	\$0	1		\$ 107,100.00	1	NEW EMPLOYEE
07704	Firefighters & Drivers						
09402	Garbage Collection & Drivers						
06319	Gas/Water Main Connection Constr						
09060	Golf Course						
08828	Homemaker Service						
08833	Hospital Professional & Clerical						
09040	Hospital, All Others						
09033	Housing Authority & Drivers						
09032	Housing Authority Mgrs & Empls						
04519	Insect Control						
08709	Inspectors, Samplers, Or Weighers Of Merchandise On Vessels Or Docks Classification						
06229	Irrigation/Drainage Construct.						
08812	Jurors	\$7,140	600		\$ 10,000.00	600	ESTIMATE BASED ON '23
08742	Juv Probation, Collectors, Sales				\$ 101,451.00	3	incorrectly coded as 7720 in '23
07722	Juvenile Detention Officers						
06219	Landfill Operation & Drivers, Excavation NOC						
07590	Landfill, Garbage Reduction						
07720	Law Enforcement	\$3,450,026	74		\$ 4,565,000.00	69	10-34% COLA/MARKET ADJ
08820	Law Office	\$327,715	6		\$ 388,500.00	6	10% COLA
08838	Library/Museum-Prof. & Clerical	\$163,588	6		\$ 268,200.00	6	10% COLA - vacant salaries not included in '23
08829	Nursing Home Employees						
05191	Office Technician	\$179,700	3		\$ 192,200.00	3	10% COLA
09015	Parking Lots & Drivers						
09102	Parks & Recreation						
08227	Permanent Yard Employees						
08832	Physician Med.Lab. Minor Emer. Clinic						
04299	Printing						
08264	Recycling Or Shredding Workers & Drivers						
09079	Restaurant, Food Preparation						
05506	Road Employees-Paving, Repaving	\$653,701	25		\$ 1,142,100.00	23	2023 underestimated due to open positions; 10-15% COLA for 2024
09101	Schools - All Other Employees						
07580	Sewage Disposal Plant Operations						

Rating Class Code	Rating Class Description	2022 Actual Payroll +2%	Current Number of Employees	Current Number of Volunteers	Estimated 2024 Payroll Amount	Estimated 2024 Number of Employees	Note
07327	Stevedoring						
08017	Store Clerks						
09061	Swimming Pools						
09019	Toll Bridge Employees						
08831	Vet Hospital & Animal Control						
08859	Volunteers - All Others	\$11,118		2	\$ 239,200.00	46	24 Airport, 12 Elections, 10 Vet Svcs-based on WC Guide of \$5200/yr
08857	Volunteers - Emergency Medical Personnel						
08855	Volunteers - Fire Fighters						
08856	Volunteers - Law Enforcement						
08292	Warehousing NOC And Driver						
07520	Waterworks Operation & Drivers						
03365	Welder						
08868	Youth & Community Cntr Directors						



Please update your list of locations and the number of employees at each location. Place an X in the 'Remove Location' column if this location is no longer valid. Update the employee counts for all locations. Add new locations at the bottom.

Member Name : Gillespie County

Coverage Period: January 1, 2024 through January 1, 2025

***Complete this section if a location has 200 or more employees**

Policy Effective Date	Structure Identifier	Local Address	Employee Count	Remove Location	Updated Employee Count	Maximum Employees At One Time	Number of Stories	Construction Code	Year Built
01/01/2024	AgriLife Building	38 Business Court,Fredericksburg,TX,78624	2		2				
01/01/2024	Airport Terminal	191 Airport Rd,Fredericksburg,TX,78624	2		2				
01/01/2024	Annex #3 Elections and Veterans Office	95 Frederick Rd,Fredericksburg,TX,78624	4		6				
01/01/2024	County Annex #1	125 W Main St,Fredericksburg,TX,78624	17		16				
01/01/2024	County Mechanic Shop	2254 N US Hwy 87,Fredericksburg,TX,78624	2		2				
01/01/2024	Courthouse	101 W Main St ,Fredericksburg ,TX,78624	43		50				
01/01/2024	FMIT Buidling	97 Frederick Road,Fredericksburg,TX,78624	15		15				
01/01/2024	Harper County Yard	125 S RR783 ,Harper ,TX,78631	7		5				
01/01/2024	Jail Facility/Criminal Justice Center	104 Industrial Loop,Fredericksburg,TX,786243745	50		45				
01/01/2024	Law Enforcement Ctr	1601 E Main St,Fredericksburg ,TX,78624	37		39				
01/01/2024	Mason Hwy County Yard	2254 N US Hwy 87,Fredericksburg,TX,78624	4		3				
01/01/2024	Pct #1 Barn	2254 N US Hwy 87,Fredericksburg,TX,78624	5		5				
01/01/2024	Pct #3 Barn	2254 N US Hwy 87,Fredericksburg,TX,78624	5		5				
01/01/2024	Pct #4 Barn	2254 N US Hwy 87,Fredericksburg,TX,78624	5		5				
01/01/2024	Pioneer Memorial Library	115 W Main Street,Fredericksburg,TX,786243745	6		7				

New Location(s) 204 207


VENDOR NO 0162

CLAIM

9/8/2023

PAYABLE TO UNITED STATES POSTAL SERVICE

ACCOUNT NUMBER	APPROVAL	SERVICES OR SUPPLIES FURNISHED	DOLLAR AMOUNT
		GENERAL FUND - ACCOUNTS PAYABLE POSTAL EXPENSES	
10.503.4301		* USPS Permit#14 Postage for Jury Summons	6,400.00
		This is to refill an existing permit so there is no invoice. A receipt will be provided.	
		PREMIUM TOTAL	6,400.00

 Roger Bunker NAME	DEPARTMENT HEAD APPROVAL	COUNTY AUDITOR APPROVAL	COUNTY TREASURER REGISTRATION
Information Technology DEPARTMENT			
9/8/2023 DATE			

**Friends of Gillespie County Country Schools
Restoration and Preservation Project Request Form
To Be Presented To Gillespie County Commissioners Court**

Name of School Rheingold
Project Windows, Outside Bldg Paint, Porch, floor School House Date of Project 10/1/23 - 4/1/24
Funding source: County HOT funds Yes/No No City HOT funds No
Other grants Yes/No Name _____ Other Yes/ No _____
Project is NOT Restoration / Preservation in nature
Contractor or Individual providing service: Ralph Rode
Estimated start date _____ Estimated completion date: April 1, 2024
Estimated cost of project \$35,300.⁰⁰/_{xx}

Narrative of Project: (Brief description) attach photos and copy of bid. Bid must specifically address cost of labor and cost of materials.

- 1) Repair windows so they stay open; prime + paint
- 2) Replace rotter wood, remove paint, 2 new top coats of paint on School bldg.
- 3) Inspect and repair floor by North door inside school bldg.
- 4) Install porch over North door to keep water out of door way.
- 5) Install hand rail on East entrance to school houses.

Date project submitted to Friends Liaison to Commissioner's Court 11/4/22 + 9/11/23
Date project submitted to Gillespie County Commissioner's Court _____
Approval Date _____ (Need this date before work is started)

All work done on or to County Owned property shall be approved by the Commissioners Court regardless of funding source. Documentation must be kept in "Friends" files. Failure to comply with this procedure may constitute a breach of the lease agreement held between Friends of Gillespie County Country Schools, each PPC and the County of Gillespie.

This form must be filled out and submitted to County Liaison (Patsy Hauptrief, 15768 Ranch Road 1323, Johnson City, TX 78636; 830-685-3078, 903-819-2546 Patsy@Hauptrief.com) before starting project.

Ralph Rode
1056 Dreck Strasse
Doss Texas 78618
10-26-2022
830-889-3259

Rheingold School House

Job description:

Windows

Remove and reglaze loose glazing compound, replace broken glass glazing loose paint from sash and jamb, prime and paint with 2 top coats.

Outside Walls and porch

Repair or replace rotten wood, remove caulk that is trapping in water, sand and remove loose paint, prime, recaulk and give 2 top coats top paint.

Inside Floor at north wall

Remove damaged boards and check framing lumber below and replace flooring.

Porch cover over North Door

Install a wooden porch 7' x 10-12' over North door to prevent rain blowing into bottom of door to preserve the wood floor. Install with shingle roof and paint with 2 coats top paint.

Install Handrail at entrance of school building

Install appropriate handrail on left side of front sidestep for handicap support.

Total cost for the above project is Thirty five Thousand, Three hundred dollars and no cents {\$35,300.00}

This does not include any unforeseen major damages.

Ralph Rode
October 26 2022



OUTSIDE S wall & window

East Wall





1 Sample of 12 windows

Cattle Guard removal, 3500 – 4000 section of Cherry Mountain Loop

Adjacent Properties: 1) Robert & Linda Feldman Revocable Trust, 2) Lori Land Osborn, 3) Mark & Glendine Land



*Feldman, Robert & Linda Joint
Revocable Trust*
Property ID: 34044

Mark Wayne & Glendine E Land
Property ID: 31964

**Cattle Guard
to be removed.**

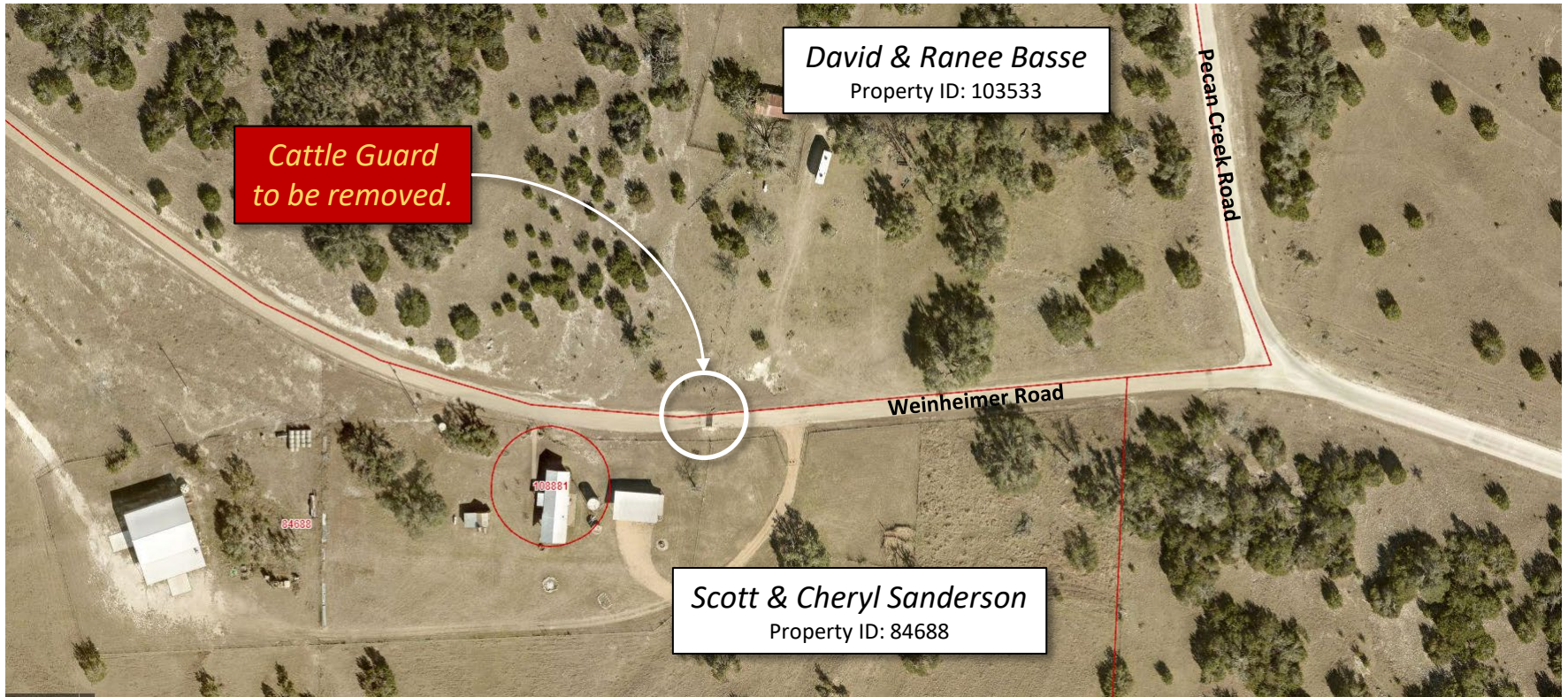
Lori Land Osborn
Property ID: 73783

**NOTE: Red property lines are from Gillespie
CAD and are approximate.**

Cattle Guard removal, 4,800 – 4,950 section of
Weinheimer Road

Adjacent Properties:

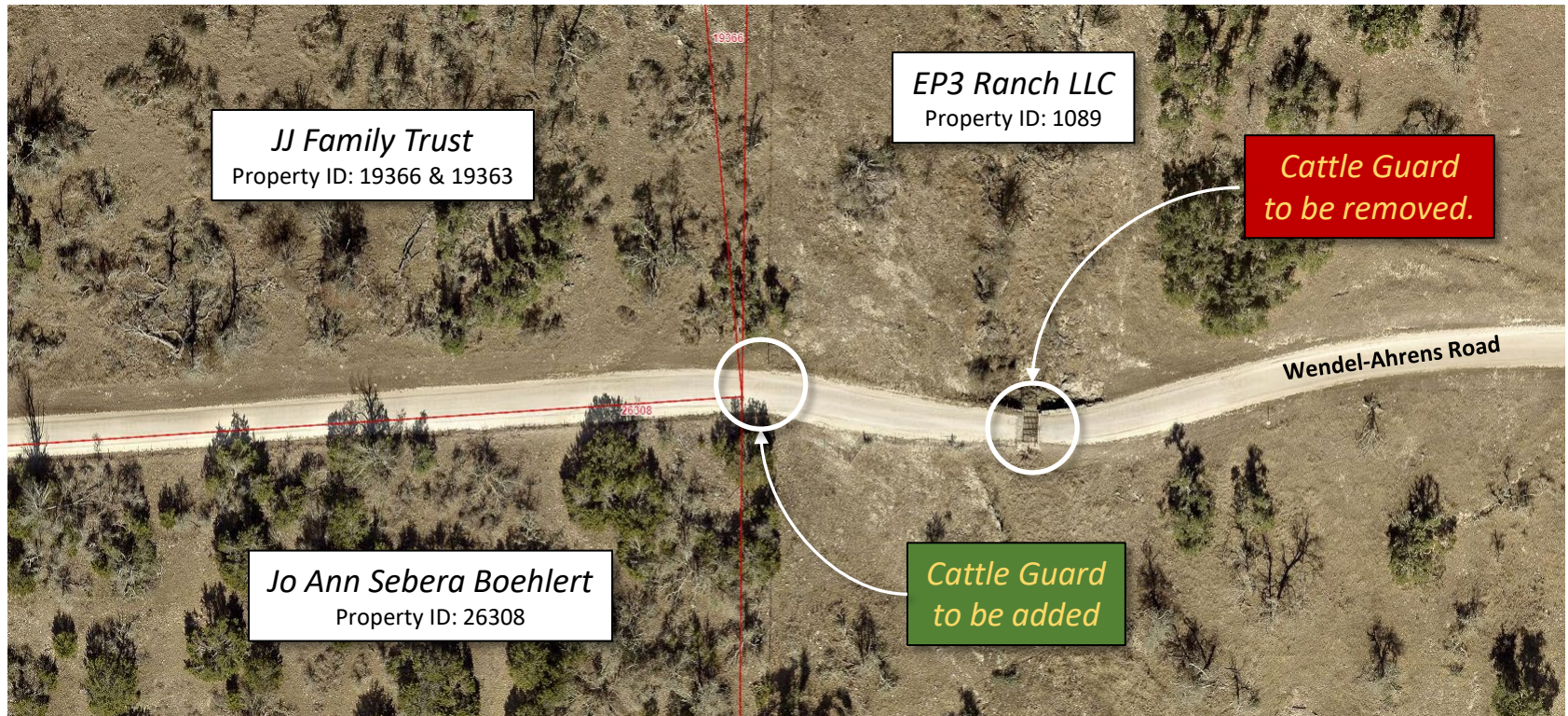
- 1) David R. & Ranee J. Basse
- 2) Scott M. & Cheryl A. Sanderson

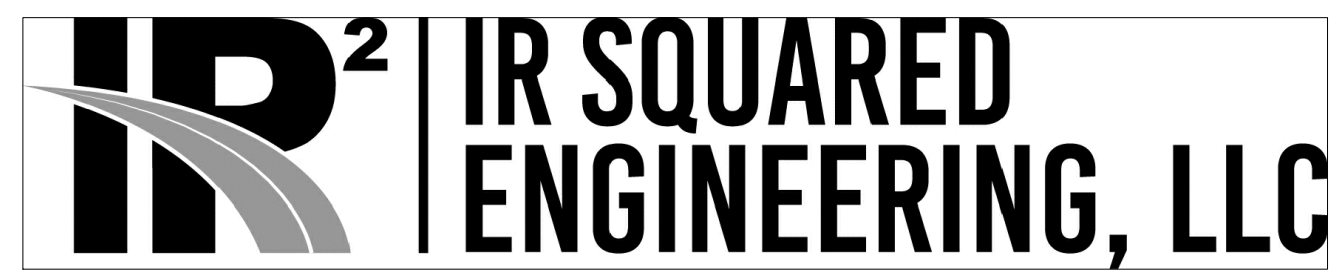
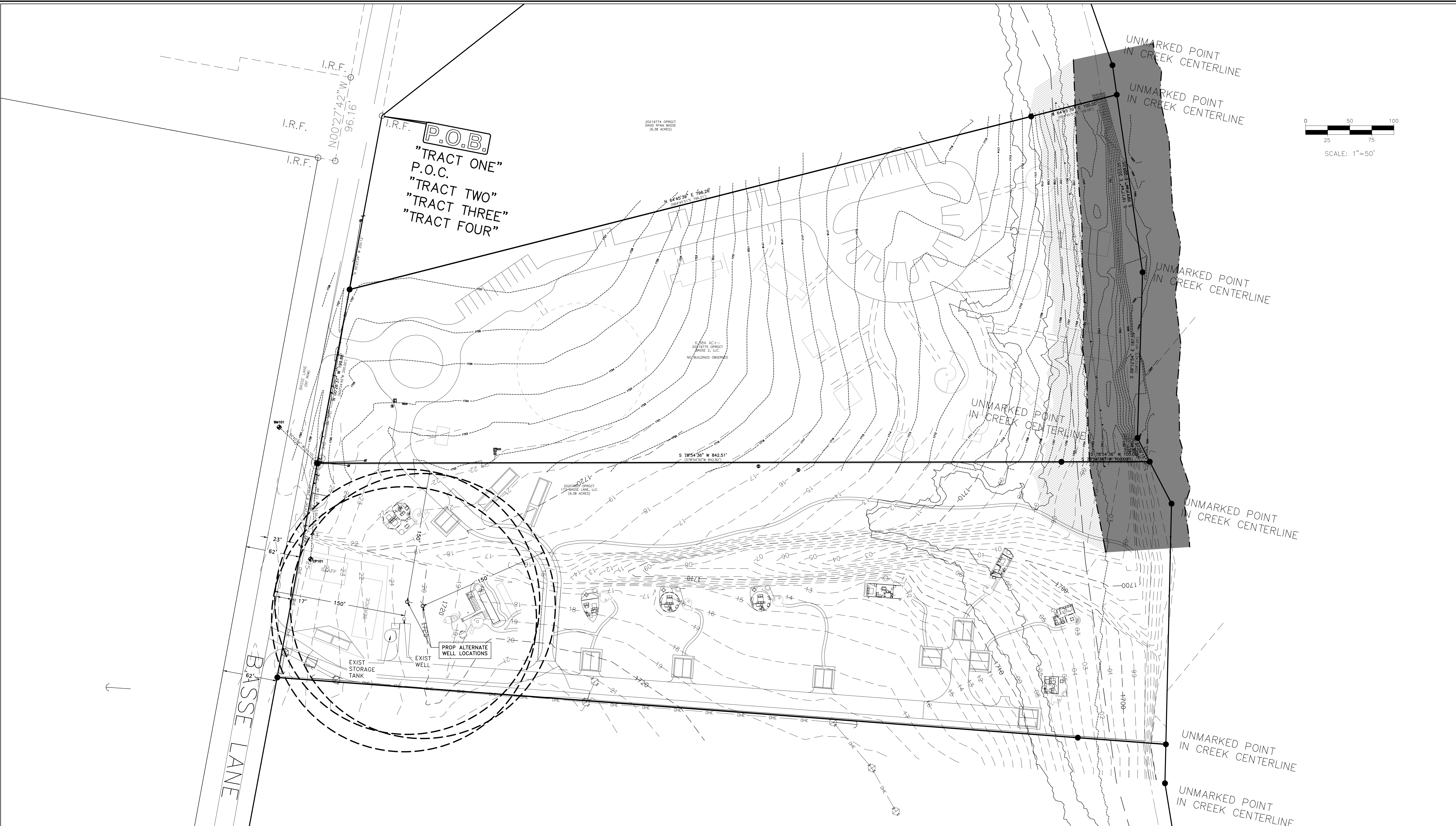


*Cattle Guard removal, 550 – 650 section of
Wendel-Ahrens Road*

Adjacent Properties:

- 1) JJ Family Trust
- 2) Jo Ann Sebera Boehlert
- 3) EP3 Ranch LLC





617 West Water Street Kerrville, Texas 78028 830-534-7921
 TBPE Registration No. F-20819 DBE[ESBE|HABE|MBE|SBE|WBE]

ONERA EXPANSION CONCEPTUAL SITE PLAN

EXHIBIT

A

THE STATE OF TEXAS () IN THE DISTRICT COURT
() OF
THE COUNTY OF GILLESPIE () GILLESPIE COUNTY, TEXAS

FINAL ORDER

Under the authority of and in compliance with Local Government Code Section 84.021, it is hereby Ordered by the undersigned Judge of the 216th Judicial District of Texas, that the salaries of the County Auditor and Assistants, are fixed and determined as set out below:

County Auditor

Yearly Salary \$104,500

First Assistant County Auditor (Karen Bernhard)

Yearly Salary \$55,000

Assistant County Auditor (Vacant)

Hourly wage \$22.44 (Full time employee)

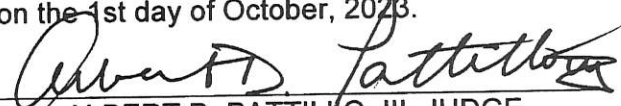
Purchasing Clerk (Paul Schneider)

Hourly wage \$23.10 (Full time employee)

Assistant County Auditor (Vacant)

Hourly wage \$20.91 (Part time employee)

This Order shall take effect on the 1st day of October, 2023.


ALBERT D. PATTILLO, III, JUDGE
216th Judicial District of Texas

COPIES TO:

AUDITOR ✓
COUNTY CLERK ✓
COUNTY JUDGE ✓
COMMISSIONERS COURT ✓
TREASURER ✓

COPIES
TO ALL
9-20-23

