

COMMISSIONERS COURT AGENDA
Tuesday, May 20, 2025
9:30 a.m.



Striving for Excellence

COMMISSIONERS COURT
Neal Franklin, County Judge
Commissioner Christina Drewry, Precinct 1
Commissioner John Moore, Precinct 2
Commissioner J Scott Herod, Precinct 3
Commissioner Ralph Caraway Sr, Precinct 4



**COUNTY OF SMITH
COMMISSIONERS COURT
200 E. Ferguson, Suite 100
Tyler, Texas 75702**

Phone: (903) 590-4605

Fax: (903) 590-4615

Pursuant to Chapter 551 of the Texas Government Code, this notice is to advise that a regular meeting of the **Smith County Commissioners Court** will be held at **9:30 a.m. on Tuesday, May 20, 2025**, in the **Smith County Commissioners Courtroom** on the 1st floor of the **Smith County Courthouse Annex**, 200 E. Ferguson, Tyler, Texas.

Questions regarding this agenda should be directed to Commissioners Court Administrative Assistant at 903-590-4605. The agenda is available on the County's website (<http://www.smith-county.com>).

**CALL TO ORDER
DECLARE A QUORUM PRESENT
DECLARE LEGAL NOTICES POSTED AND COURT DULY CALLED
INVOCATION
PLEDGE OF ALLEGIANCE**

PUBLIC COMMENT: Members of the public who have previously filled out a participation form have an opportunity to address the Commissioners Court on agenda items. The Court is unable to deliberate on non-agenda items. If you desire to request a matter on a future agenda, you may make the request to a member of Commissioners Court. Individual comments are limited to a maximum of three (3) minutes. If you wish to address the Court, obtain a public participation form at the Commissioners Court entryway and submit the completed form to a staff member before the meeting begins. Please be mindful of the Commissioners Court Rules of Procedure, Conduct and Decorum when making your comments and/or attending public meetings.

OPEN SESSION:

COURT ORDERS

COMMISSIONERS COURT

1. Consider and take necessary action to approve the renewal of the Smith County Tax Abatement Policy from the Tyler Economic Development Council.
2. Consider and take necessary action to ratify and approve a Services Agreement between Smith County and the Office of Attorney General (OAG) for the Statewide Automated Victim Notification Services (SAVNS) program and authorize the county judge to sign all related documentation.

FIRE MARSHAL/ EMERGENCY MANAGEMENT

3. Consider and take necessary action to approve the award of \$35,110.62 from the Federal Emergency Management Agency for Public Assistance in relation to County Road 498 and allow the county judge to sign all related documentation.
4. Consider and take necessary action to approve a contract between Smith County and the Texas Commission on Environmental Quality for the grant awarded to the Local Emergency Planning Committee for the purchase of a drone and authorize the county judge to sign all related documentation.

ROAD AND BRIDGE

5. Consider and take necessary action to authorize the payment of compensatory time currently accrued by the Road & Bridge Department through May 31, 2025, and to further authorize the payment of overtime pay for the remainder of FY2025 (June through September).
6. Consider and take necessary action to accept the completion of the construction contract for the Paving and Drainage Improvements to CR 3344 (CR 436 to S.H. 155), authorize the county judge to execute the Reconciliation Change Order, and authorize final payment to A. E. Shull & Company.
7. Consider and take necessary action on the variance request on the Smith County subdivision regulations for the following:
 - a. Magnolia Meadows Subdivision from Daniel Lee Cooper, and
 - b. The Rokum Development from Brandon Berry.

RECURRING BUSINESS

COUNTY CLERK

8. Consider and take the necessary action to approve the Commissioners Court minutes for April 2025.
9. Receive Commissioners Court recordings for April 2025.

ROAD AND BRIDGE

10. Consider and take necessary action to authorize the county judge to sign the:
 - a. Final Plat for Woodland Park, Unit 1, Precinct 1, and
 - b. Re-Plat for Veritatis Splendor, Lots 58-A and 59, Precinct 3.

AUDITOR'S OFFICE

11. Consider and take necessary action to approve and/or ratify payment of accounts, bills, payroll, transfer of funds, amendments, and health claims.

PRESENTATION

12. Discuss and consider Tax Increment Reinvestment Zone (TRIZ) and Chapter 381 Agreements effecting properties located within Smith County, including projects in Downtown Tyler owned by NORF Corporation

EXECUTIVE SESSION: For purposes permitted by Texas Government Code, Chapter 551, entitled Open Meetings, Sections 551.071, 551.072, 551.073, 551.074, 551.0745, 551.075, and 551.076. The Commissioners Court reserves the right to exercise its discretion and may convene in executive session as authorized by the Texas Government Code, Section 551.071, et seq., on any of the items listed on its formal or briefing agendas.

551.087 – DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS

551.071 – CONSULTATION WITH ATTORNEY

551.072 – DELIBERATION REGARDING REAL PROPERTY

13. Deliberation and consultation with attorney regarding chapter 381 Agreements between Smith County and NORF Corporation, and discussion regarding commercial or financial offers, incentives, or information within Smith County and the downtown area.
14. Deliberation and consultation regarding the purchase, exchange, lease, or value of real property located in Smith County for the future location of the Smith County Animal Shelter and other County facilities.

ADJOURN

SMITH COUNTY COURTHOUSE ANNEX ACCESSIBILITY STATEMENT FOR DISABLED PERSONS

This meeting site is accessible to disabled persons as follows: Entrance to the Courthouse Annex is accessible through the front entrance on the south side of the Courthouse Annex located at 200 E. Ferguson. A wheelchair ramp provides access to the front entrance. The Commissioners Courtroom is on the first floor. If any special assistance or accommodations are needed in order to attend a Commissioners Court meeting, please contact Commissioners Court staff at 903-590-4605, in advance, so accommodations can be arranged.

Date: 5/16/2025

Time: 2:00 p



NEAL FRANKLIN, COUNTY JUDGE

Posted By: Jennafer Bell

1

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 5/9/2025	Submitted by: Jennafer Bell
Meeting Date: 5/20/2025	Department: Commissioners Court
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Tax Abatement Policy TEDC	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to approve the renewal of the Smith County Tax Abatement Policy from the Tyler Economic Development Council.	
Background: See attached.	
Financial and Operational Impact:	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name: Jennafer Bell	Email: jbell2@smith-county.com
Name: Thomas Wilson	Email: twilson@smith-county.com
Name:	Email:
Name:	Email:

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to Agenda@smith-county.com and include any necessary attachments. **Deadline is Wednesday at 5:00pm the week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

SUBMIT

Office Use Only
Agenda Item # _____



TYLER

Economic
Development
Council

May 6, 2025

MEMORANDUM

TO: Smith County Commissioners Court
FROM: Scott Martinez, President & CEO
SUBJECT: Renewal of Tax Abatement Policy

BACKGROUND

According to the Texas laws regarding tax abatement, the tax abatement guidelines and criteria adopted by a taxing entity are effective for two years from the date adopted. The Smith County Commissioners Court renewed its current tax abatement policy effective May 26, 2023, expiring May 25, 2025. As an incentive to continue economic development efforts in the County, we request that the County's tax abatement policy be renewed for two years at the next regularly scheduled meeting of the Smith County Commissioners Court.

The Tyler Economic Development Council works with all the Smith County taxing entities and encourages each to adopt a similar policy.

FISCAL/OPERATIONAL IMPACT

There is no fiscal impact as a result of adopting a tax abatement policy. Each tax abatement request is considered individually and may be approved or denied.

RECOMMENDATION

That the Smith County Commissioners Court adopt the attached tax abatement policy, re-adopting and revising the guidelines and criteria governing tax abatement in Smith County

Submitted by:

Scott Martinez, CEcD
President & CEO

/ah
Enclosure

Cc: Roy Martinez, Chairman of the Board, TEDC

**SMITH COUNTY
TAX ABATEMENT POLICY**

Tax Abatement Policy Principles.

- a. A county, pursuant to state law, is authorized to offer abatement of county ad valorem taxes to industries and commercial enterprises within the county. The tax abatements are granted to real property owners who execute a tax abatement agreement with the county. The purpose of the tax abatement is to encourage the growth and establishment of industry and commercial enterprise in the county. Growth is measured both by increases in capital expenditure for buildings, machinery, and other capital goods and the increase in the workforce. The County's priority for tax abatement is to extend tax abatement to primary employers. A primary employer is one which forms the economic base of the community by generating a majority of sales outside of Smith County. In providing local jobs, the retention of existing jobs is recognized as more important than recruitment of new companies. Surveys in Texas have shown three-fourths of new jobs come from expansion of existing local companies. Abatement is given to provide significant, long term, positive economic impact to the community by using local contractors and the resident workforce to the maximum extent feasible and by developing, redeveloping, and improving real estate within the County. The County's goal in providing tax abatements is to create additional jobs within the County. Abatements, however, may be granted when the County is convinced that the abatement is needed to retain existing jobs which would otherwise be lost. Examples of uses eligible for abatements include manufacturing, distribution centers, corporate or regional office parks, and research facilities. Small companies have provided a significant source of new jobs within the County. Therefore, proposals by small entrepreneurs will be encouraged whenever the proposals comply with this policy.
- b. The County strives for efficiency in processing applications for tax abatement. It is understood that unduly long decision-making processes will discourage businesses that might otherwise be interested in moving to or expanding in the County.

Abatement Eligibility Criteria.

- a. Tax abatement will be considered for the following facilities if such development will create substantial capital improvements within the County or additional jobs:
 1. Manufacturing facilities
 2. Distribution facilities
 3. Corporate offices
 4. Research parks
 5. Major tourism attractions
- b. Successful applicants must be located within a reinvestment zone prior to the inception of the project.

- c. The project must provide for capital expenditures of at least one million dollars, or an annual payroll increase of four hundred thousand dollars or the creation of twenty-five new permanent full-time jobs.
- d. When an investment improves existing property, the portion of the value of property eligible for abatement is:
 - 1. For real property, the value of real property which has increased in market value because of the development, re-development or improvements specified in the abatement contract.
 - 2. For personal property, the market value of the personal property at the location, other than inventory or supplies, purchased with new capital identified in the tax abatement agreement contract. Personal property located at the site before the period covered by the agreement is not eligible for tax abatement.
 - 3. If the investment meets the criteria set out in paragraph c., the property eligible for abatement may be personal, real, or mixed.

Abatement Review.

- a. The Smith County Judge or his representative, in consultation with the Tyler Economic Development Council, will initially negotiate all tax abatement contracts. The proposed contracts will then be submitted to the Smith County Tax Abatement Committee for review. The recommendation of the Smith County Tax Abatement Committee will be submitted to all participating local governments, including the Smith County Commissioners Court.
- b. The Smith County Tax Abatement Committee is responsible for reviewing all applications for abatement, recommending action to be taken on the application by the Smith County Commissioners Court, and monitoring compliance with abatement contracts. Any deviations from the original abatement contract will be reported by the Committee to the Smith County Commissioners Court along with recommendations from the Committee. If recommended by the Committee, an abatement contract may be terminated by action of the Commissioners Court if the property owner fails to comply with the agreement. Notification of such termination for cause shall be in writing by Tyler Economic Development Council and shall be delivered to the property owner at its address of record. An abatement contract may also be voluntarily terminated where all parties agree through use of a termination agreement approved by the Commissioners Court. Committee members shall be appointed by the Smith County Judge and will include representatives who are active in promoting the economic health of the County and the other affected taxing jurisdictions. The Committee will include representatives from each of the taxing entities that will be asked to participate in a tax abatement contract.

- c. When considering abatement contracts, the County will consider any burdens which will be placed on existing infrastructure and basic services by the proposed project. The County may reject applications which place inordinate demands on public services or require inordinately large expenditures to improve or maintain local government infrastructure.
- d. Representatives of the taxing jurisdictions periodically review commitments made pursuant to this policy: this policy is reviewed every two years; all reinvestment zones are reviewed every five years; and tax abatement contracts are reviewed annually. This policy is separate from any policy concerned with enterprise zones and any obligations deriving from existing industrial development contracts.
- e. This policy shall be effective May 26, 2025, through May 25, 2027. It is the intention of the Smith County Commissioners Court to review the Policy prior to its expiration date and consider its renewal.

ADOPTED by the Smith County Commissioners Court on this the ____ day of _____, 2025.

By: _____
Neal Franklin, County Judge

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SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 05/14/2025	Submitted by: T. Wilson
Meeting Date: 05/20/2025	Department: Commissioners Court
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: PARTICIPATING ENTITIES SERVICES AGREEMENT FOR THE STATEWIDE AUTOMATED VICTIM NOTIFICATION SERVICE (SAVNS)	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to ratify and approve a Services Agreement between Smith County and the Office of Attorney General (OAG) for the Statewide Automated Victim Notification Services (SAVNS) program, and authorize the County Judge to sign all necessary documentation.	
Background: The Office of Attorney General is implementing a new software program with for the SAVNS program. This software is replacing the current software utilized by this program for victim notification. The action is required in order to participate in the program.	
Financial and Operational Impact: There is no cost associated with the migration. As a grant recipient the county is eligible for migration from VINELink to the new software program at no cost.	
Attachments: Yes <input type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to Agenda@smith-county.com and include any necessary attachments. **Deadline is Wednesday at 5:00pm the week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

SUBMIT

Office Use Only
Agenda Item # _____

From: [Thomas Wilson](#)
To: [Agenda](#)
Subject: FW: OAG's SAVNS Modernization Project – Important Next Steps
Date: Wednesday, May 14, 2025 1:20:53 PM
Attachments: [Tech Requirements.pdf](#)
[SAVNS Project FAQs 4.22.2025.pdf](#)
[image001.png](#)
[Participating Agency Agreement Supporting Contract Packet - SAVNS.pdf](#)
[Agenda item request form OAG SAVNS Software program Svc. Agreement.pdf](#)

Please find the attached Agenda request and supporting documentation. Please include the email below in the supporting documentation.

Sincerely,

Thomas Wilson
Assistant District Attorney
Civil Division
100 N. Broadway Avenue, 4th Floor
Tyler, Texas 75702
P: (903) 590-4629
F: (903) 590-4647

This message and any attachments are solely for the individual(s) named above and others who have been specifically authorized to receive such and may contain information which is confidential, privileged or exempt from disclosure under applicable law. If you are not the intended recipient, any disclosure, copying, use or distribution of the information included in this message and any attachments is strictly prohibited. If you have received this communication in error, please notify us by reply e-mail and immediately and permanently delete this message and any attachments.

From: Don Bell <DBell@smith-county.com>
Sent: Friday, May 9, 2025 10:09 AM
To: Thomas Wilson <TWilson@smith-county.com>; Judge Neal Franklin <NFranklin@smith-county.com>
Subject: FW: OAG's SAVNS Modernization Project – Important Next Steps

Thomas / Judge,

This is the update to the VINES project. Tyler Technology is building the integration and it is for all Counties in Texas. (Victim Notification).

This needs to be signed and sent back. Do you need to put this on the agenda or can you sign it? I can take care of the logistics and getting the paperwork back to them and we're managing the communications on the transition but Probably should come from the DA's office. I can't sign this. We need to get this done as soon as we can.

DB



Don Bell, CGCIO, CDCMP

Chief Information Officer | Smith County

O: 903-590-4660

dbell@smith-county.com

From: Colton Sheffield <CSheffield@smith-county.com>

Sent: Friday, May 9, 2025 9:47 AM

To: Jason Davisson <JDavisson@smith-county.com>; Don Bell <DBell@smith-county.com>

Subject: FW: OAG's SAVNS Modernization Project – Important Next Steps

FYI, they sent this to Judge.



Colton Sheffield

Smith County

Information Technology

(903) 590-4788

From: James Bracken <James.Bracken@oag.texas.gov>

Sent: Thursday, May 8, 2025 5:45 PM

To: Judge Neal Franklin <NFranklin@smith-county.com>


Cc: Colton Sheffield <CSheffield@smith-county.com>; Sherry Magness <SMagness@smith-county.com>; Christopher Saxon <CSaxon@smith-county.com>

Subject: OAG's SAVNS Modernization Project – Important Next Steps

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Good afternoon, Judge Franklin,

The Office of Attorney General is modernizing the statewide victim notification system, which includes a new software vendor

(Sylogist) and direct interfacing with the Texas Dept of Criminal Justice's victim notification system. The goal is a common and seamless experience for victims as they track the status of offenders from the County to the State level.

The Sylogist software will be replacing the legacy VINELink program currently in use by your county.

Smith County is a current grant recipient from the OAG's SAVNS grant program, which means that your county is eligible to migrate from VINELink to our new vendor without a start-up cost and with service costs covered by the OAG SAVNS Grant.

There have been several email notifications, letters mailed, and webinars held to inform all the counties that currently have a grant with the OAG for victim notification. This is a major IT initiative.

Unfortunately, we have not heard back from a program representative from Smith County Jail, County Court, or District Court regarding the status of the service agreement with Smith County.

The attached files are for reference and consideration.

- 1. The Tech Requirement file is intended for County IT departments that support jail and/or court management software solutions.**
- 2. Many counties have been asking questions – the SAVNS Project FAQs provides answers to common questions.**
- 3. The Participating Agreement support packet includes the service agreement (pages 2-3) that must be signed before Smith County can move forward with the OAG's new vendor (Sylogist) in this modernization project. Please sign the service agreement (pages 2-3) and send to the OAG Grants Division and Sylogist by May 16th. This agreement is virtually the same as the annual agreement between counties and the OAG's legacy vendor (Appriss Insights).**

Please contact me with any questions.

Respectfully,

Jim Bracken
Deputy Chief
Grants Administration Division
Office of the Attorney General - Texas
James.Bracken@oag.texas.gov
512-954-7768

Nathan Branscome

Nathan.Branscome@sylogist.com

Senior Director, Victims Services

Sylogist

775-721-4500

From: OAG-GRANTS <OAG-GRANTS@oag.texas.gov>
Sent: Wednesday, April 9, 2025 1:01 PM
Cc: julie.wise@sylogist.com; Cherise.Robinson@sylogist.com
Subject: Victim Notification System Transition – Important Next Steps

Dear SAVNS Grantee,

We are introducing Sylogist as our selected vendor for the new Victim Notification System. Sylogist will be reaching out for initial meetings and data requests to support a smooth transition and ensure timely, accurate victim notifications.

What You Need to Know:

- **Meetings & Requests** – Sylogist will request files, documentation, and scheduling details to integrate your county's data into the new system.
- **Key Contacts** – Jimmy Bailey (Jimmy.Bailey@oag.texas.gov) will serve as the OAG project manager and primary point of contact.
- **Your Role** – Your participation is crucial to meeting our 8/31/25 go-live date.

Immediate Actions Required:

- Counties participating in OAG's SAVNS Grant Program **should be prepared to sign a service agreement with Sylogist** prior to May 16, 2025. This is the same business practice used in past years with OAG's previous vendor, Appriss – Equifax.
- Provide **current files and documentation** related to VINE notifications.
- Share **booking/release codes and JMS and/or CMS vendor contacts**.
- Confirm **any planned JMS and/or CMS vendor changes** before 6/30/25.
- Participate in **scheduled meetings** for data exchange, code review, testing, and training.

We appreciate your time and collaboration on this critical project. Please review the attached detailed timeline and be prepared to assist when contacted by Sylogist. Let us know if you have any questions.

Sylogist's Project Manager for Texas SAVNS Transition: Julie Wise
– julie.wise@sylogist.com

Thank you for your support!

Best regards,

Office of the Attorney General
Grants Administration Division



KEN PAXTON
ATTORNEY GENERAL OF TEXAS

April 16, 2025

To: OAG SAVNS Grantees

Re: Service Agreement Between OAG SAVNS Grantees and SylogistGov, Inc.

Dear SAVNS Grantee:

The Office of the Attorney General (OAG) recently issued a new contract to SylogistGov, Inc. to provide victim notification software for Texas' Statewide Automated Victim Notification Service (SAVNS) program. This replaces the previous software used by your county, Texas VINE, operated by Appriss Insights, LLC. The transition to the new vendor will be completed by August 31, 2025.

As we begin this important transition, the OAG asks for your partnership on several key steps ahead. A critical next action is executing the **enclosed Service Agreement** between your entity and SylogistGov, Inc. The agreement mirrors the Service Agreement language signed in previous years by your entity with Appriss Insights, LLC.

Due to the compressed timeline referenced above, we respectfully request expedited review and execution of the Service Agreement by May 16, 2025. Delays beyond this date may affect Sylogist's ability to fully transition victim notification services for your county by the deadline of August 31, 2025—potentially causing service disruptions that we must avoid. It is the top priority of the OAG to ensure a smooth transition and the continuity of victim notifications service operations for your county. We are here to assist in this process in any way that we can.

SylogistGov, Inc. will contact your county directly begin onboarding with your SAVNS program staff, IT points of contact, and your jail management and court management system vendors. The OAG Grants Administration Division has also shared several critical communications in recent weeks outlining these next steps that we encourage you to review.

For any questions regarding the enclosed Service Agreement or the transition generally, please reach out to:

- Julie Wise, Sylogist – Julie.Wise@sylogist.com
- Jimmy Bailey, OAG Crime Victim Services Division –Jimmy.Bailey@oag.texas.gov

Thank you for your continued partnership and commitment to ensuring uninterrupted notification services for crime victims across Texas.

Respectfully,

A handwritten signature in black ink, appearing to read "Alisha Jackson".

Alisha Jackson
Grants Administration Division Chief

**PARTICIPATING ENTITIES SERVICES AGREEMENT FOR THE
STATEWIDE AUTOMATED VICTIM NOTIFICATION SERVICE (SAVNS)**

CONTRACT NUMBER: 52025-SYZ-

The Office of the Attorney General (OAG) is the Texas State agency tasked with providing a Statewide Automated Victim Notification Service (SAVNS) to a variety of political subdivisions of the State of Texas, including counties, county Sheriffs, Community Supervision Departments, courts, clerks, district attorneys, county attorneys, and others that are participating in the SAVNS (“Participating Entities”). The OAG conducted a competitive solicitation and contracted with SylogistGov, Inc. as the statewide vendor to provide SAVNS to each of the Participating Entities.

This Agreement is entered into by and between the _____ (“Named Entity”), and SylogistGov, Inc. (“Contractor”), (collectively, “the Parties”).

1. Purpose of the Agreement.

This Participating Entities Services Agreement (“Agreement”) is issued in order for Contractor to provide all of the SAVNS services to (“Named Entity”) as described in the Contract Documents referenced in Section 5 of this Agreement which are fully incorporated herein by reference.

2. Contract Term.

This Agreement shall be effective upon execution and the subscription term for the SAVNS solution shall begin on May 1, 2025 when modification and access to the Integrated Victim Services System (IVSS) is initiated. The agreement shall end on August 31, 2026. The Agreement may be renewed for two (2) optional, two (2) year renewal terms, only to the extent the OAG Contract No. C-02213 for SAVNS remains in effect and is renewed. Any such renewals shall be subject to the requirements of this Agreement and all of the Contract Documents referenced in Section 5 of this Agreement. For clarity, all of the terms regarding Termination shall apply to this Agreement as set out in the OAG Contract No. C-02213 for SAVNS referenced in Section 5 of this Agreement and incorporated herein, and the Named Entity/Participating Entity has all of the same requirements, rights, and remedies as the OAG as set out in the Termination sections of that Contract.

3. Compensation and Invoicing.

The Parties stipulate and agree that the total amount to be paid to Contractor in consideration of full and satisfactory performance of all Contractor’s duties, services, and obligations as set forth in this Agreement shall be billed on a recurring bi-annual basis, in accordance with Form B – SAVNS Pricing, and not to exceed the bi-annual fee per calendar year, in accordance with the Contract Documents referenced in Section 5 of this Agreement which are incorporated herein.

The SAVNS services shall be performed for the bi-annual fee, which will be billed and invoiced in accordance with Form B – SAVNS Pricing and pursuant to the terms of this Agreement. Invoices will contain all pertinent information such as this Agreement’s contract number, the dates of services rendered, and outages or performance issues, if any, all in accordance with the Contract Documents referenced in Section 5 of this Agreement.

4. Appropriated Funds.

Payments are subject to the availability of appropriated funds. Whereas OAG provides grant funds to the Participating Entities as a reimbursement of the bi-annual fees due hereunder, Contractor acknowledges and agrees that payments for Participating Entity Services provided are contingent upon OAG’s receipt of funds appropriated by the Texas Legislature.

**PARTICIPATING ENTITIES SERVICES AGREEMENT FOR THE
STATEWIDE AUTOMATED VICTIM NOTIFICATION SERVICE (SAVNS)**

CONTRACT NUMBER: 52025-SYZ-

5. Contract Documents and Order of Precedence.

This Agreement consists of the following documents in order of precedence:

- a. This Agreement;
- b. OAG Contract C-02213 for SAVNS;
- c. SAVNS RFP dated February 14, 2025; and
- d. Contractor's response to SAVNS RFP dated March, 7 2025.

Each of the above-referenced documents, together with all of their attachments and supporting documents, are hereby incorporated into this Agreement by reference.

6. Entire Agreement.

The Parties acknowledge that this Agreement constitutes the entire understanding between them with respect to the SAVNS. No other agreements or understandings, whether written or oral, that are not contained in this Agreement and its supporting Contract Documents shall be binding or valid.

SylogistGov, Inc.



Date



Nathan Branscome
Senior Director VSS

April 16, 2025

Date

OAG CONTRACT NUMBER: C-02213

This contract, number C-02213 (“Contract”), is entered into by and between the Office of the Attorney General (“OAG”), an agency of the State of Texas, and SylogistGov, Inc. (“Contractor”), (collectively, “the Parties”).

1. Purpose of the Contract.

Office of the Attorney General agrees to purchase, and Contractor agrees to provide, services to OAG as described in the associated documents. This Contract is issued for the development, implementation, and execution of a Statewide Automated Victim Notification Service (SAVNS) solution.

2. Total Amount and Limitation of Liability.

The total amount of the Contract, and maximum liability of the State of Texas under this Contract, is \$10,591,290.00, and the payment method(s) shall be as specified in the associated documents.

In no event and under no circumstance will Contractor’s cumulative aggregate liability to OAG (including liability to any person whose claim is based on or derived from a right or rights claimed by OAG and Participating Entities, as defined elsewhere in the Contract Documents), with respect to any and all claims at any and all times arising from or related to the subject matter of this Contract, in contract, tort (including negligence), or otherwise, exceed the total value of this Contract.

3. Funding Obligation.

This Contract is contingent upon continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds, amendment to the Appropriations Act, or any other disruptions of current or future appropriated funding for this Contract, then OAG may restrict, reduce, or terminate funding under this Contract. In the event of a termination or cancellation under this Section, OAG will not be liable to Contractor for any damages that are caused or associated with such termination, or cancellation, and OAG will not be required to give prior notice.

4. Payee.

The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: SylogistGov, Inc.

Address: 10354 W Chatfield Ave, Ste. 200, Littleton, CO 80127

Vendor Identification Number: 32063985041

5. Term of the Contract.

This Contract begins upon signature by all Parties and ends on August 31, 2026.

Optional renewal terms:

1st Optional Renewal: September 1, 2026 – August 31, 2028

2nd Optional Renewal: September 1, 2028 – August 31, 2030

OAG has the option, in its sole discretion, to renew the Contract as provided in the associated Attachments. OAG is not responsible for payment under this Contract before both Parties have signed the Contract.

6. Authority.

OAG enters this Contract under authority and in accordance with the State Purchasing and General Services Act (Title 10, Subtitle D, Chapters 2151 through 2176, Texas Government Code).

7. Contract Documents and Order of Precedence.

This Contract consists of multiple documents, including, this document (“Core Contract”); Request for Proposal 302-25-02213 (RFP) solicitation documents; Contractor’s Response to RFP 302-25-02213; and any attachments, forms, exhibits, and addenda to the foregoing (collectively the “Contract Documents”). No prior agreement or understanding, oral or otherwise, of the Parties or their agents will be valid or enforceable unless embodied in the Contract Documents. In the event of a conflict between the provisions of the Contract Documents, the documents are given the following order of precedence:

- a. OAG Contract No. C-02213;
- b. SAVNS RFP 302-25-02213 dated February 14, 2025; including its exhibits, attachments, forms, service agreement, any Addenda and the OAG Response to Assumptions and Exceptions from SylogistGov, Inc.; and
- c. Contractor’s response to RFP 302-25-02213, dated March 7, 2025, including Revised Pricing Form B, received March 20, 2025.

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by OAG and Contractor and incorporated herein.

8. Entire Agreement.

The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

Office of the Attorney General

DocuSigned by:
Lesley French
D98CA6B070F6470...
Lesley French
First Assistant Attorney General, or designee

3/26/2025 | 5:14 PM CDT

Date

SylogistGov, Inc.

DocuSigned by:
Grant McLarnon
EAC06269EA2041D...
Grant McLarnon
Chief Revenue Officer

3/26/2025 | 10:20 AM PDT

Date

Request for Proposal

***STATEWIDE AUTOMATED VICTIM
NOTIFICATION SERVICES (SAVNS)***

Requisition Number: requisition number

CLASS: 952 ITEM: 61

Posting Date: February 14, 2025



Office of the Attorney General
State of Texas

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1 INTRODUCTION

The Texas Office of the Attorney General (OAG) is committed to upholding the highest standards of public service by ensuring that its operations are efficient, effective, and responsive to the needs of the people of Texas. The OAG is issuing this Request for Proposal (RFP) to solicit services of a single or multiple Contractor(s) for the development, implementation, and execution of a Statewide Automated Victim Notification Service (SAVNS) while providing the best value to the State of Texas. The OAG is seeking a solution that aligns with its mission to provide notifications of a Defendant's custody status and any changes in scheduled court events, from Participating Entities to Registered Individuals.

This solicitation is a critical step in our ongoing efforts to enhance the capabilities of our office, address emerging challenges, and ensure that we continue to serve the public with integrity and excellence. Through this RFP, the OAG seeks to partner with Contractor(s) who share our commitment to quality and who can contribute to the success of our initiatives.

1.1 Authority

This procurement will be conducted in accordance with the [State Purchasing and General Services Act \(Title 10, Subtitle D, Chapters 2151 through 2176, Texas Government Code\)](#) and the rules of the Comptroller of Public Accounts Statewide Procurement Division (SPD) including, but not limited to, the procedures prescribed by the SPD.

2 OVERVIEW

2.1 Background

The right to be notified of court proceedings is one of the most fundamental rights afforded to crime victims in Article 1, Section 30 of the Texas Constitution and Article 56A.051 of the Texas Code of Criminal Procedure. The Texas Legislature appropriates funds to the OAG to assist county and state entities in establishing, maintaining, and operating an information and notification service for the victims of crime in Texas.

This RFP is for a contracted, SAVNS software as a service (SAAS) for a Statewide Automated Victim Notification System (SAVNS) Solution that shall support Texas state agencies and counties with notifications of a Defendant's and Offender's custody status and any changes in scheduled court events to Registered Individuals.

2.2 Current Environment

The OAG currently provides automated victim notification services (via contract) for approximately 150 Participating Entities, including County Jails, County Courts, and the El Paso Community Supervision and Corrections Department (CSCD). See Form B Pricing for a list of Participating Entities.

A potential vulnerability of SAVNS is the possible release of inappropriate information to victims and registered entities. Examples could include sealed case data, juvenile case data, civil case information, and expunged cases. Over twenty software solutions are used by counties in Texas to manage courts, jails, and records. The selected Contractor for SAVNS shall address this potential vulnerability, demonstrate mitigation strategies/options, and create functional and programming options to prevent counties from transmitting inappropriate information from their own software solution into the SAVNS database.

2.3 Historical Information

Approximate Number of Defendants to be Tracked (during a year)	Over 500,000
Approximate Number of Court cases to be Tracked (during a year)	Over 2,000,000
Approximate Number of Calls to toll-free line per month Note: This includes only calls to the Contractor's Call Center. The call can be either automated or contractor-agent-assisted, depending on the needs(s) of the caller.	Over 25,000
Average Length of Call	Less than 3 minutes
Expected Performance Service Level	98% of calls answered within 90 sec
Average number of Calls to toll-free line per month that were Contractor agent-assisted	10,000
Average number of Calls to toll-free line per month to conduct a Site Search	25,000
Approximate Number of New Registrations per year	250,000
Approximate Number of Confirmed notification calls	100,000
Approximate Number of e-mail notifications	175,000
Approximate Number of text message notifications	400,000
Statewide Coverage – Population	95%
Statewide coverage – Reported Violent Crime	98%
Approximate Number of Website searches.	Between 300,000 and 400,000 per month.

2.4 Scope of Work

The Contractor shall provide a cost-effective and efficient, user-centric SAVNS Solution that allows victims and criminal justice professionals in Texas counties to have access to Defendant information, as outlined in Exhibit B, Data Elements. The SAVNS Solution should integrate information from county and state jail management systems (JMS), county and district court management systems (CMS), and other records management systems (RMS) from judicial and corrections entities in Texas.

The SAVNS Solution must be a reliable, scalable, and flexible platform that can provide near-real-time data and notifications. In addition, the Solution must provide OAG management and counties with access to the database, enabling them to view near-real-time dashboards and create ad hoc reports. It must include a toll-free statewide number and a website with easy entry points for victims to receive standard information and notifications on Defendant status and court events.

General services performed by the Contractor's SAVNS Solution include but are not limited to:

- Development, implementation, operation, maintenance, and monitoring of a statewide victim notification system.
- Programmed controls to ensure that information available to registered users (victims and Interested Parties) does not contain information prohibited from public disclosure.
- Implementation of a toll-free statewide number and website for registering for notifications.
- Development and implementation of a Call Center that is available 24 hours a day, seven days a week.

- Data Interfaces with county and state level JMS, CMS, and RMS systems that ensure Defendant Status Changes are reflected and also updated in SAVNS to prevent public access where prohibited by law, including removal of cases that are no longer subject to public disclosure.
- Oversight of final implementation and sustained notification system maintenance and monitoring.

The OAG will not host the SAVNS system on its servers or house and staff a Call Center. The Contractor shall be required to host the SAVNS system either on its own servers or on a secure “cloud” network that meets Criminal Justice Information System (CJIS) requirements. All services performed by the Contractor must be performed within the contiguous United States.

The OAG and Contractor shall establish a business model with two major components:

1. OAG SAVNS Contract consisting of documents referenced in [Section 12 Contract Documents](#) of this RFP and
2. SAVNS Participating Entities Services Agreement. Each Participating Entity shall enter a services agreement with the OAG SAVNS Contractor. A draft copy of the Participating Entities Services Agreement is attached to this RFP; see Exhibit A: Participating Entities Services Agreement.

3 DEFINITIONS

When capitalized, the following terms used in this RFP have the meaning set forth below. All other terms have the meaning set forth in the Merriam-Webster’s Collegiate Dictionary, Eleventh edition.

Table 1: Terms and Definitions

Term	Definition																				
Addendum	A modification of the RFP issued by the OAG and posted on the ESBD.																				
BAFO	Best and Final Offer																				
BC/DR	Business Continuity/Disaster Recovery																				
Booking	After the Defendant is placed into custody, the arrest record is made by obtaining all necessary information from the Defendant. This process is called “booking” the Defendant.																				
Booking Record	A record of an arrest.																				
Business Day	<p>The days (Monday through Friday) on which the OAG is open for business. The OAG is closed for business on the scheduled holidays indicated below. If a scheduled holiday falls on a weekend, the holiday is generally not observed. The OAG Contract Manager or designee will communicate any variation from the standard holiday schedule as it becomes known.</p> <table border="0"> <thead> <tr> <th>Holiday</th> <th>When Observed</th> </tr> </thead> <tbody> <tr> <td>New Year’s Day</td> <td>January 1</td> </tr> <tr> <td>Martin Luther King, Jr. Day</td> <td>Third (3rd) Monday in January</td> </tr> <tr> <td>Presidents’ Day</td> <td>Third (3rd) Monday in February</td> </tr> <tr> <td>Memorial Day</td> <td>Last Monday in May</td> </tr> <tr> <td>Independence Day</td> <td>July 4</td> </tr> <tr> <td>Labor Day</td> <td>First (1st) Monday in September</td> </tr> <tr> <td>Veterans’ Day</td> <td>November 11</td> </tr> <tr> <td>Thanksgiving holidays</td> <td>Fourth (4th) Thursday & Friday in November</td> </tr> <tr> <td>Christmas holidays</td> <td>December 24, 25 and 26</td> </tr> </tbody> </table>	Holiday	When Observed	New Year’s Day	January 1	Martin Luther King, Jr. Day	Third (3 rd) Monday in January	Presidents’ Day	Third (3 rd) Monday in February	Memorial Day	Last Monday in May	Independence Day	July 4	Labor Day	First (1 st) Monday in September	Veterans’ Day	November 11	Thanksgiving holidays	Fourth (4 th) Thursday & Friday in November	Christmas holidays	December 24, 25 and 26
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Veterans’ Day	November 11																				
Thanksgiving holidays	Fourth (4 th) Thursday & Friday in November																				
Christmas holidays	December 24, 25 and 26																				
Business Hours	On Business Days, 7:00 a.m. to 6:00 p.m. Local Time																				
Call Center	Central location. which utilizes a single toll-free telephone number, for the Integrated Voice Response (IVR) system and live operators or personnel.																				

Term	Definition
Contract	Any contract resulting from this RFP, consisting of the Contract document(s) as described in Section 12 Contract Documents .
Contractor	The vendor(s) awarded the Contract(s) resulting from this RFP.
Contractor Agent(s)	Contractor's officials, employees, agents, consultants, Subcontractors, and representatives, and all other persons that perform Contract services on Contractor's behalf
Controlled Correspondence	Numbered and tracked correspondence regarding Contract-related issues
Conversion	The conversion from a previous notification system to the SAVNS.
CTCM	Certified Texas Contract Manager
CTCD	Certified Texas Contract Developer
Data Interface	The automated data link between Participating Entity data systems and the Contractor-provided Call Center system.
Defendant	A person who has been charged with a criminal offense against a person under Texas law.
Defendant Status Change	Any notification or change in a Defendant's custody or court status.
Deliverable	An artifact or collection of artifacts and/or documents the Contractor is required to produce.
EIR	Electronic Information Resources
ESBD	Electronic State Business Daily which is available online at https://www.txsmartbuy.gov/esbd
FEIN	Federal Employer Identification Number
HSP	HUB Subcontracting Plan
HUB	Historically Underutilized Business
Information Inquiry	An automated service that allows crime victims and Interested Parties to call a toll-free number twenty-four (24) hours a day, seven (7) days a week, 356 days a year to obtain information on a Defendant's custody or court status.
Interactive Voice Response System	An automated telephone system designed to respond to voice instructions or commands.
Interested Party	Any party that wishes to be notified of a change in a Defendant's custody and/or court status.
Key Staff	Any Contractor's staff in a management or decision-making position regarding the Contract. Key Staff includes the Implementation Project Manager, Contract/Engagement Manager, and Project/Operational Manager.
Local Time	Central Standard Time (CST) or Central Daylight Time (CDT), as is then prevailing, in Austin, Texas
NIGP	National Institute of Governmental Purchasing
OAG	Office of the Attorney General
OAG Protected Data and SAVNS Data	OAG Protected Data and SAVNS Data shall mean all documents, reports, data, records, forms, and other materials maintained by or otherwise obtained from the OAG, the Participating Entities, or any individual registered to receive notifications from the SAVNS system, which includes personally identifiable information, federal tax information, personal health information, criminal justice information, or any information that is classified as confidential or sensitive by federal or state law, by OAG policy, or is defined as "Personal Identifying Information" under Texas Business and Commerce Code §521.002(a)(1) or "Sensitive Personal Information" as defined by Texas

Term	Definition
	Business and Commerce Code §521.002(a)(2) or any other data or information which: (i) has been marked as confidential by any party; (ii) whose confidential nature has been made known by the OAG, the Participating Entities, or any individual registered to receive notifications under the SAVNS system; or (iii) that due to their character and nature, a reasonable person under like circumstances would treat as confidential.
Offender	A person who commits an illegal act.
Participating Entity	A state agency or Political Subdivision of the State of Texas, including counties, county Sheriffs, Community Supervision Departments, courts, clerks, district attorneys, county attorneys, and others that are participating in the SAVNS.
PAR	Progress Assessment Report – a monthly report that is due with each invoice for the entire life of the contract. The report must be submitted to the OAG HUB coordinator as a condition for payment.
Participating Entities Services Agreement	The model contract attached hereto as Exhibit A that shall be used between the Contractor and the Participating Entities.
Political Subdivisions	Refers to state agencies, counties and any other state or local governmental authority within the state of Texas.
Point of Contact	An individual who serves as a coordinator or focal point for information.
Registered Individual(s)	Individual(s) who have registered with the SAVNS and are to be notified of a Defendant’s custody or court status.
Registration	When a victim or other Interested Party provides contact information via the internet or through a Call Center to be notified when a Defendant’s custody status or court date changes.
Respondent	Any individual, partnership, or corporation submitting a Response. Unless the Contract clearly indicates otherwise, all terms and conditions of this Contract that refer to Respondent apply with equal force to Contractor.
Response	A Respondent’s submission to this RFP
RFP	Request for Proposal – A formal document issued by the OAG to the market or vendor community requesting information or proposal for goods or services (this document)
SAVNS	Statewide Automated Victim Notification Service (SAVNS) - A system that establishes and maintains a statewide automated victim notification service for all entities that elect to participate in the Texas program
SAVNS Data	SAVNS Data shall mean all documents, reports, data, records, forms, and other materials maintained by or otherwise obtained from the OAG, the Participating Entities, or any individual registered to receive notifications from the SAVNS system, without regard to whether such data includes the type of information included in the definition of OAG Protected Data and SAVNS Data.
SAVNS Program Manager	A staff member of the OAG’s Grants Administration Division assigned to the day-to-day operations of the SAVNS grant program.
Security Incident	An event that results in accidental or deliberate unauthorized access, loss, disclosure, modification, disruption, or destruction of information or information resources.
Solution	The Contractor’s entire Offer including all applications, systems, databases, and website needed to perform the required services.
Subcontractor	An entity that contracts with a prime contractor to work or contribute toward completing work under a purchase order or other contract. The term does not

Term	Definition
	include employees of the contractor but includes contracted workers who will work on the contract.

4 PROCUREMENT INFORMATION

4.1 Point of Contact Information

Direct all communication to the Point of Contact (or designee) as shown below. ***ANY COMMUNICATION MADE OUTSIDE OF THE POINT OF CONTACT MAY RESULT IN CONTRACTOR DISQUALIFICATION.***

Roxanne D. Koltermann, CTCD, CTCM
 Procurement and Contract Operations Division
 Office of the Attorney General
 P.O. Box 12548 M/C 028
 Austin, TX 78711-2548
 (512) 475-4489
 roxanne.koltermann@oag.texas.gov

Respondents must not contact other OAG personnel concerning this RFP except as permitted by the Point of Contact. The only exception to this requirement is that Respondents may contact the OAG HUB Coordinator directly with questions regarding the proper submission of the HUB Subcontracting Plan (see [Section 5.4, HUB Subcontracting Probability Statement](#)). Failure to comply with this requirement may result in disqualification.

All official communication concerning this procurement will be posted as an Addendum on the ESB. The OAG is not responsible for personally communicating with each potential Respondent for this procurement. Each potential Respondent is solely responsible for checking the ESB for official OAG communication concerning this procurement.

4.2 Schedule of Events

The OAG reserves the right to change the dates shown below.

Table 2: Schedule of Events

Event	Date/Time
Deadline for Submission of Questions	February 21, 2025, 4 p.m. Local Time
Questions and Answers Document Posted	February 28, 2025
Deadline for Submission of Responses	March 7, 2025, 4 p.m. Local Time
Expected OAG Evaluation of Responses	March 14, 2025
Expected Time Period for Discussions (if applicable)	March 14-28, 2025
Expected Contract Award Date	April 1, 2025

4.3 Questions

Submit all questions regarding this solicitation via the following link:
<https://texasoag.bonfirehub.com/opportunities/173499>.

The deadline for submitting questions is the date and time listed in [Section 4.2, Schedule of Events](#).

Questions submitted will be answered at the sole discretion of the OAG in an Addendum posted on the Electronic State Business Daily (ESBD). Answers will be considered official only if they are posted in an Addendum. Using Table 3, all questions should, to the degree possible, cite the specific RFP section, paragraph, and sentence number(s) to which the question refers.

Information in any form other than the materials constituting this RFP and any Addendum will not be binding on the OAG.

Table 3: Questions and Answers Format

Section#	Paragraph#	Sentence	Question

4.4 Addendum

Should an addition or correction become necessary after an RFP is issued, an Addendum relating to the necessary information will be posted on the ESBD. Respondents are responsible for periodically checking the ESBD for addenda or additional information. *Respondents must acknowledge the Addendum by returning the signature page of the Addendum with the Response.*

4.5 Attachments, Exhibits, and Forms

This RFP includes the following attachments, exhibits, and forms.

Table 4: Attachments

#	Attachments
1	Attachment A- Terms and Conditions
2	Attachment B- Certificate of Destruction for Contractors and Vendors
3	Attachment C- Security Incident Report for Contractors and Vendors

Table 5: Exhibits

#	Exhibits
1	Exhibit A- Participating Entities Services Agreement
2	Exhibit B- Data Elements

Table 6: Forms

#	Forms
A	Respondent's Execution of Proposal and Assurances (with Certification)
B	Pricing
C	Past Performance References
D	Canceled Contract References
E	Respondent Release of Liability (to Reference)
F	Certification Regarding Lobbying
G	Data Security Plan Outline
H	Respondent Information Form
I	Preference to Texas and United States Products and Texas Services
J	Business Continuity/Disaster Recovery Questionnaire
K	Key Staff Past Performance References

5 RESPONSE INSTRUCTIONS

5.1 Response Information

5.1.1 **Response Irrevocability**

Responses submitted in response to this RFP are irrevocable for 120 calendar days following the Response Due Date (see RFP [Section 4.2, Schedule of Events](#)). This period may be extended at the OAG Procurement and Contract Operations Division Director's request only by a Respondent's written agreement.

5.1.2 **Costs Incurred**

Respondents understand that issuance of this RFP in no way constitutes a commitment by the OAG to award a Contract or to pay any costs incurred by a Respondent in the preparation or submission of a Response to this RFP. The OAG is not liable for any costs incurred by a Respondent prior to the issuance of or entering into a formal agreement, Contract, or PO. Costs of developing Responses, preparing for or participating in oral presentations and site visits, or any other similar expenses incurred by a Respondent are entirely the responsibility of the Respondent and shall not be reimbursed in any manner by the State of Texas.

5.1.3 **OAG Rights**

All submitted Responses become the property of the OAG. The OAG reserves the right to use any and all ideas presented in any Response to the RFP. Selection or rejection of any Response does not affect this right.

The rights of the OAG include, but are not limited to:

1. Cancelling the RFP at its sole discretion
2. Suspending the procurement process and issuance of RFP addenda
3. Rejecting, in whole or in part, any and all Responses received in response to this RFP
4. Waiving administrative deficiencies and/or minor technicalities in Responses received
5. Utilizing any and all ideas submitted in the Responses received
6. Directing any Respondent to submit Response modifications addressing subsequent RFP addenda
7. Eliminating any requirements that are not met by all Respondents upon notice to all parties submitting Responses
8. Making typographical corrections to Responses, with the written concurrence of the Respondent
9. Changing computational errors with the written concurrence of the Respondent
10. Requesting Respondents to clarify their Responses and/or submit additional information pertaining to their Response
11. Making an award without:
 - a) Requesting clarification of Responses
 - b) Allowing modifications of the Responses
 - c) Discussing and/or negotiating the Responses
 - d) Requesting a BAFO

5.1.4 **Ethics of the Competitive Process**

To ensure the integrity of the competitive process, a Respondent may not directly or indirectly communicate any of the contents of its Response to:

- a competitor of the Respondent
- any other company, corporation, firm, partnership, individual, or related entities of the same parent company engaged in the same line of business as the Respondent
- a related entity of the Respondent engaged in the same line of business as the Respondent
- any other party, other than the OAG POC.

This prohibition is in effect during the preparation of the Response and while the Response is pending with the OAG, including the negotiation and finalization of any resulting Contract. In this context, the term "related entities" includes, but is not limited to, affiliates, subsidiaries, associates, branches, and divisions. It does not include entities that may occasionally enter into teaming agreements with one another to provide services under a contract with a third party but otherwise have no legal relationship with each other. The Respondent may communicate with

teaming partners, Subcontractors, and other entities that are part of the Respondent's offer as long as they are not part of another offer.

When a related entity of the Respondent (whether related at the time Responses are due or at any time thereafter) submits a competing Response, the OAG may require additional information to ensure each separate offer is independent.

Failure to provide or fully disclose all such information immediately upon any recognition of ethical violation(s) may, at OAG discretion, disqualify Respondent or result in the termination of any resulting Contract. ***RESPONDENT HAS AN ONGOING DUTY TO UPDATE ALL INFORMATION INCLUDED IN ITS OFFER AT ANY TIME THAT SUCH INFORMATION CHANGES.***

5.2 Response Submission

5.2.1 **Response Delivery**

Submit the Response via this link: <https://texasoag.bonfirehub.com/opportunities/173499>.

5.2.2 **Response Organization**

The Response must be signed and contain a paginated table of contents corresponding to the following sections:

- Section 1: Company Qualifications
- Section 2: Solution
- Section 3: Financial Assurance
- Section 4: Assumptions and Exceptions
- Section 5: Proprietary or Confidential Information
- Section 6: HUB Subcontracting Probability Statement
- Section 7: Forms
- Section 8: Pricing
- Section 9: Technology Accessibility
- Section 10: Information Protection Provisions

5.2.3 **Timeliness of Response**

To be eligible for consideration, Responses must be received by the OAG sole Point of Contact no later than the date and time specified in [Section 4.2, Schedule of Events](#). Late Responses will not be considered under any circumstance.

The Respondent is solely responsible for allowing enough time for the timely receipt of the Response by the sole Point of Contact.

5.3 Response Contents

5.3.1 **Section 1: Company Qualifications**

5.3.1.1 **Organizational Summary**

The Respondent shall submit a summary of no more than five (5) pages summarizing the Respondent organization's overall qualifications and experience to carry out a contract of this nature and scope. If more than five (5) pages are provided, only the first five (5) pages will be considered. In addition to the summary, the information in Sections [5.3.1.2](#) through [5.3.10](#) is required; however, it will not count against the five (5) page limit.

5.3.1.2 **Description of Respondent's Business and its Legal Relationships**

The Respondent shall provide a description of the business (and if this is a joint venture, describe all businesses involved in the venture), including:

- Business name
- Address
- Type of organization
- Date of formation
- State of charter and corporate charter number

- FEIN

The Respondent will provide the name(s) and provide description(s) of any relationship(s) with any individual or entity that are, or may be, in any way related, directly or indirectly, in preparation of a Response and/or performance of the Contract.

This requirement to disclose and describe information includes any individual(s) and/or entity(ies) that provide financing or otherwise financially support, or expect to financially support, the Respondent in its performance of services under the Contract.

If the business is a division or subsidiary of any other organization, the summary will include the following information about the parent organization:

- Business name
- Address
- Type of organization
- Date of formation
- State of charter and corporate charter number
- FEIN

5.3.1.3 **Description of Subcontractors**

The Respondent shall provide a list of the Subcontractors who will provide goods or services under the Contract, including the following information:

- Business name
- Address
- Type of organization
- Date of formation
- State of charter and corporate charter number
- Listing of each principal partner or officer
- FEIN
- Percentage estimate of the Subcontractor's contribution to the overall Contract

If the subcontracting company is a division or subsidiary of any other organization, the Respondent shall include the following information about the subcontracting company's parent organization:

- Business name
- Address
- Type of organization
- Date of formation
- State of charter and corporate charter number
- FEIN

5.3.1.4 **Past Performance References**

The Respondent shall provide a list of no more than five (5), but no less than three (3) contracts performed by the Respondent as the prime Contractor within the three (3) years preceding the issuance of this RFP, for which the Respondent was the prime contractor and that are similar in nature and scope to the work described in this RFP. All past performance references should be listed on *Form C, Past Performance References* (the Respondent may make copies of the form as necessary).

For any listed contract, the Respondent must provide the following information:

1. Customer's company or entity name
2. Address
3. Contact name, telephone number, and email address The contact must be a senior representative from the customer who worked directly with the Respondent and can answer questions about their performance. If the reference is the OAG, this information is not needed.

4. Contract award date and the operational start (the date the Respondent's work/solution was fully operational) and end dates
5. Summary description of the contract and the services provided
6. Signed *Form E, Respondent Release of Liability (to Reference)* for each reference absolving the listed entity from liability for information provided to the OAG concerning the Respondent's performance of its engagement

5.3.2 **Section 2: Solution**

- Response to Statement of Work
- Response to implementation/onboard transition requirements
- Organization chart and Key Staff resumes
- End of contract transition
- Continuous improvement
- Response to Performance Management

5.3.3 **Section 3: Financial Assurance**

5.3.3.1 **Bankruptcy Disclosure**

The Respondent shall disclose if and when it has filed for bankruptcy within the last seven (7) years or make an affirmative statement that the Respondent has not filed for bankruptcy within the last seven (7) years.

If a Respondent is conducting business as a corporation, partnership, limited liability partnership, joint venture, or other form of artificial person, the Respondent shall disclose whether any of its principals, partners, or officers has filed for bankruptcy within the last seven (7) years.

5.3.3.2 **Litigation Disclosure**

The Respondent shall describe any docketed or adjudicated civil or criminal litigation that has occurred within the past ten (10) years, the date of inception, jurisdiction and cause number, a brief description of the action, and current status or disposition.

If the Respondent has no litigation within the past ten (10) years, then the Respondent shall provide an affirmative statement that there has been no litigation in the past ten (10) years.

5.3.3.3 **Dun & Bradstreet**

The Respondent shall submit a current Dun & Bradstreet "Comprehensive Insight Plus Report" prepared within thirty (30) calendar days prior to submitting the Response. If the Respondent is not rated by Dun & Bradstreet, the Respondent may submit a report similar in content and detail to the Dun & Bradstreet "Comprehensive Insight Plus Report" from Standard & Poor's or any similar report providing sufficient documentation to allow verification of the Respondent's financial viability, as long as the report was prepared within thirty (30) calendar days prior to submitting the Response.

This report should, at a minimum, include:

- Business and Principal history
- Financial Statement or, at a minimum, a Financial Statement Summary
- Creditworthiness assessment based on past performance
- Details of any public filings, such as suits, judgments, liens, bankruptcies, UCC filings, etc.
- Payment history
- Description of affiliated companies and branches

5.3.3.4 **Financial Statements**

The Respondent shall submit audited financial statements for the Respondent's three (3) most recent years prior to submitting a Response, including one (1) for the Respondent's fiscal year ending within twelve (12) months prior to submitting the Response. If any of the audited statements are not available, then unaudited financial statements may be submitted if

certified as “true, accurate, and complete” by the Respondent’s chief financial officer and/or treasurer/controller.

At a minimum, the Respondent shall submit the following basic financial statements:

- Balance Sheet (also referred to as a Statement of Financial Condition): Reports a company's assets, liabilities, and net equity as of a given point in time
- Income Statement (also referred to as a Profit and Loss or a Revenue and Expense statement): Reports a company's results of operations over a specific accounting period
- Cash Flow Statement: Reports a company's cash flow activities, particularly its operating, investing, and financing activities

5.3.3.5 **Additional requirements for subsidiaries and Subcontractors**

If the Respondent is either a subsidiary of a parent company or subcontracting with any entity that represents greater than or equal to 10% of the gross dollar value of the Respondent’s Pricing Submission, then financial documentation as required in Sections [5.3.3.3. Dun & Bradstreet](#) and [5.3.3.4. Financial Statements](#) must be submitted for that parent or Subcontractor. The requested information for the parent is not necessary if the Respondent is a wholly owned subsidiary.

5.3.3.6 **Availability of information**

If any of these elements are not available, Respondents shall provide a written statement explaining why each element is unavailable. The OAG, in its sole discretion, will determine the adequacy of any information provided.

5.3.3.7 **Additional information**

The OAG reserves the right to request additional financial information, as it deems necessary, to evaluate the Respondent and/or the Respondent’s parent or Subcontractors and, by submission of a Response, the Respondent agrees to provide the same.

5.3.4 **Section 4: Assumptions and Exceptions**

The Respondent will explicitly set forth any assumptions regarding, or exceptions to, any part of this RFP, referencing the specific RFP section number (formats shown below). **Any assumption or exception may result in the Contract not being awarded to the Respondent.**

Table 7: Assumptions

Section #	Section Title	Assumption

Assumptions may impact the scoring of the corresponding sections of the Response.

Table 8: Exceptions

Section #	Section Title	Exception	Proposed Language

Exceptions may impact the scoring of the corresponding sections of the Response.

If there are no exceptions, the Respondent shall explicitly state that the Respondent takes no exception to any part of this RFP.

If a Respondent does not take exception to or make an assumption regarding any requirement, term, or condition of this RFP in its Response, the Respondent shall be deemed to have accepted such requirement, term, or condition as is. **This applies to all parts of the RFP, including the terms and conditions set forth in [Section 15. TERMS AND CONDITIONS](#).**

5.3.5 **Section 5: Proprietary or Confidential Information**

The Respondent shall explicitly identify in this section, using the format provided in [Table 9: Proprietary or Confidential Information](#), any proprietary or confidential information; see [Section 13. Public Information Act](#). If there are no parts of the Response to the SOW that should be treated as proprietary or confidential, Respondents shall explicitly state in their response.

Table 9: Proprietary or Confidential Information

Section #	Section Title	Page #	Comment

5.3.6 **Section 6: HUB Subcontracting Probability Statement**

The Respondent must submit the required HUB Subcontracting Probability Statement as described in Section 5.4

5.3.7 **Section 7: Forms**

5.3.7.1 The Respondent shall include the forms described in [Section 4.5. Attachments, Exhibits, and Forms](#) unless otherwise noted in this document.

5.3.8 **Section 8: Pricing**

Important: Form B, Pricing must be provided as a separate document.

The Respondent shall complete and return Form B, Pricing, with its Response. **Do not include price information in any other portion of the Response.**

5.3.9 **Section 9: Technology Accessibility**

Before acceptance, the contractor shall provide an Accessibility Conformance Report (ACR) for each Information and Communication Technology (ICT) item that is developed, updated, configured for the OAG, and when product substitutions are offered. The ACR should be based on the latest version of the [Voluntary Product Accessibility Template \(VPAT®\)](#) provided by the [Information Technology Industry Council \(ITIC\)](#). To be considered for award, an ACR must be submitted for each ICT Item, and must be completed according to the instructions provided by ITIC.

Before acceptance, when the contractor is required to perform testing to validate conformance to the OAG’s accessibility requirements, the contractor shall provide a Supplemental Accessibility Conformance Report (SAR) that contains the following information:

- Accessibility test results based on the required test methods.
- Documentation of features provided to help achieve accessibility and usability for people with disabilities.
- Documentation of core functions that cannot be accessed by persons with disabilities.
- Documentation on how to configure and install the ICT item to support accessibility.
- When an ICT item is an authoring tool that generates content (including documents, reports, videos, multimedia productions, web content, etc.), provide information on how the ICT item enables the creation of accessible electronic content that conforms to the Revised 508 Standards, including the range of accessible user interface elements the tool can create.

Before final acceptance, the contractor shall provide a fully working demonstration of the completed ICT Item to demonstrate conformance to the OAG’s accessibility requirements. The demonstration shall expose where such conformance is and is not achieved.

Before acceptance, the OAG reserves the right to perform independent testing to validate that the ICT solution provided by the contractor conforms to the applicable Revised 508 Standards.

*Accessibility ICT items are products or services that can be used by all intended users, considering their differing capabilities

5.3.9.1 State agencies and institutions of higher education must procure products, or the development of products, which comply with the State of Texas Accessibility requirements for Electronic and

Information Resources as required by [Chapter 2054, Subchapter M of the Texas Government Code](#) and by the Rules of the Texas Department of Information Resources (DIR) adopted in [TAC, Title 1, Chapter 206 and/or 213](#) when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

The Respondent shall provide in this section:

1. For products: accessibility information through either a completed Voluntary Product Accessibility Template (VPAT) or equivalent reporting document via a Uniform Resource Locator (URL) with the completed template/document or a URL to request the completed template/document.
2. For services: credible evidence of the Respondent’s capability or ability to produce accessible EIR products or services. Such evidence may include, but is not limited to, a Contractor’s internal accessibility policy documents, contractual warranties for accessibility, accessibility testing documents, and examples of prior work results.
3. For the duration of the Contract, the Contractor shall provide updated VPAT(s) and/or credible evidence as discussed above as necessary when changes to provided products and/or services are made.

5.3.10 Section 10: Information Protection Provisions

1. The Respondent shall describe how it will comply with the requirements included in Form G Data Security Plan Outline, within 14 Business Days after award and Section 14, Information Protection Provisions.
2. The Respondent shall describe the Solution components that are TxRAMP (see Section 14.3.7) or FedRAMP authorized.

5.4 HUB Subcontracting Probability Statement

It is the policy of the OAG to promote and encourage contracting and subcontracting opportunities for State of Texas certified Historically Underutilized Businesses in compliance with [Texas Government Code, §2161.001-253](#) and [Texas Administrative Code \(TAC\), Title 34, Part 1, Chapter 20, Subchapter D, Division 1, §20.285](#). Respondents are encouraged to become HUB-certified. State of Texas HUB Certification Application Forms are located at <https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php>.

Definitions for State of Texas HUB certifiable businesses can be found in [TAC, Title 34, Part 1, Chapter 20, Subchapter D, Division 1, §20.282](#); more information is available on the [Texas Comptroller of Public Accounts](#) website.

Please ensure that the potential HUB Subcontractor’s status is “A” (Active).

The OAG has determined that there are probable subcontracting opportunities in the scope of the work for this RFP.

The HUB Goal for this procurement is 26%.

The OAG has provided a list of potential areas of subcontracting based upon the OAG’s understanding of this procurement request. Respondents are not limited to the potential subcontracting areas listed below. The OAG is relying upon the Respondent’s expertise to fully identify subcontracting opportunities that best align with their organization and this RFP. Respondents who intend to subcontract are responsible for identifying all areas that will be subcontracted. In accordance with [TAC, Title 34, Part 1, Chapter 20, Subchapter D, Division 1, §20.282](#), a Subcontractor is defined as a person who contracts with a prime contractor to work or contribute toward completing work for a governmental entity.

The following is a list of potential areas of subcontracting by National Institute of Governmental Purchasing class and item codes based upon the requirements of this procurement.

Table 10: NIGP Codes

Class	Item	Description
952	61	Law Enforcement, Community Relations Services, Including Victim Notification Services

Respondents must complete and return a HUB Subcontracting Plan with all Responses to be considered responsive. If the Response does not include a completed HSP, the Response shall be rejected as a material failure to comply with advertised specifications. All prime vendors (HUB or Non-HUB) are required to comply.

Additionally, the Contractor must update the HSP during the course of the Contract should any changes occur.

- The HUB Subcontracting Plan on the Texas Comptroller of Public Accounts website guides the Respondent through the various fields and assists them in completing the HSB correctly: <https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php>.
- The Centralized Master Bidders List – HUB Directory Search allows Respondents to search for HUB vendors by NIGP class and item: <https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>.
- NIGP codes can be found in the NIGP Commodity Book: <https://www.comptroller.texas.gov/purchasing/nigp/>.
- Minority and women-owned business association resources are available for subcontracting solicitation notices to State of Texas HUB vendors. See: <https://comptroller.texas.gov/purchasing/vendor/hub/resources.phph>
- Progress Assessment Reports (PAR) are due monthly with the invoice. This is a condition for payment. All PAR reports must be emailed to texashubs@oag.texas.gov. The PAR reports will remain due for the entire life of the contract.

For questions regarding the HSP, identifying HUB vendors with proper NIGP codes, or the State of Texas HUB Program, contact the OAG HUB Coordinator, Serlester Boone, at (512) 936-0522 or serlester.boone@oag.texas.gov. This is the only exception to the single Point of Contact listed in [Section 4.1, Point of Contact Information](#).

6 CONTRACT TERM

6.1 Initial Term and Renewal

The resulting Contract shall be effective upon execution, with the initial term ending on August 31, 2026. The Contract may be renewed for two (2) optional, two (2) year renewal terms, with the first optional renewal term beginning on September 1, 2026, and ending on August 31, 2028, if exercised. The decision to renew the Contract shall be at the sole and absolute discretion of the OAG. Such renewals shall be subject to the requirements of the Contract resulting from this procurement, with the sole and limited exception that the original date of termination shall be extended pursuant to this provision. By submission of a response to this RFP, the Respondent agrees to be bound, for the initial term of the Contract and for any renewal term which the OAG may elect to exercise, to perform the described services at the rates specified in the Contract resulting from this RFP.

6.2 Option to Extend

The Contractor agrees that the OAG may require continued performance, beyond the initial or any renewal Contract term, of any of the within described services at the rates specified in the Contract, for the purpose of awarding a contract and transitioning services to a new service provider without service disruption. The Contractor agrees that the OAG may require continued performance for a series of thirty (30) calendar day increments. Such extension of services will be subject to the requirements of the Contract, with the sole and limited exception that the original date of termination will be extended pursuant to this provision. During the Contract transition extensions, the Contractor will be compensated for services for as long as the Contractor is providing such services. Once a service is transitioned from the Contractor to a new service provider, payment to the Contractor shall cease. The OAG may exercise this option upon thirty (30) calendar days written notice to the Contractor.

7 STATEMENT OF WORK

7.1 General Requirements

- 7.1.1 Upon contract award, the Contractor shall conduct a discovery phase and perform an "as-is" business process analysis to validate the requirements outlined in this RFP and to identify any additional requirements not explicitly specified herein.
- 7.1.2 The Contractor shall provide a fully operational OAG-approved SAVNS Solution no later than four (4) months after the contract award. The OAG, at its sole discretion, may grant additional time.
- 7.1.3 The Contractor shall develop an implementation plan which results in zero loss in services and data from the existing, operational SAVNS Solution when deployed.
- 7.1.4 The Contractor shall implement the SAVNS system to the Participating Entities by population size from largest to smallest or by another plan as approved by the OAG.
- 7.1.5 The Contractor shall develop a verification process to ensure all entities and Registered Individuals in the current SAVNS database are able to maintain their accounts and accessibility to the case and Defendant information for which they are currently registered to have access.
- 7.1.6 The Contractor shall work with the OAG to develop standardized outreach materials (e.g., brochures, posters) that educate and encourage victims to use the Contractor's SAVNS website or toll-free number to register to receive notifications. Materials are subject to OAG approval. All approved materials must be accessible and available in English and Spanish. The outreach materials will include, but are not limited to:
 - 7.1.6.1 What steps to take when access to case or Offender/Defendant information is interrupted or not available.
 - 7.1.6.2 How registered entities and users can verify their account login and access to information and what steps a registered user must take to restore an inactive account.
 - 7.1.6.3 The Contractor shall provide all printed materials to the OAG for distribution.
 - 7.1.6.4 Upon request of the OAG, the Contractor shall execute a document to assign the toll-free number used for the Call Center, to the OAG at any time during the performance of the Contract or any time after the termination or expiration thereof.
- 7.1.7 The Contractor shall develop and implement a Call Center that is available 24 hours a day, seven days a week.

7.2 Technical Requirements

- 7.2.1 The SAVNS Solution shall secure and protect data collected within the system, with transparency, standards conformance, and regulatory compliance according to all applicable local, state, and federal laws and regulations.
- 7.2.2 The SAVNS Solution shall meet Criminal Justice Information System (CJIS) compliance standards.
- 7.2.3 The SAVNS Solution shall use the National Information Exchange Model (NIEM) data format for effective internal and external data sharing.
- 7.2.4 The SAVNS Solution shall provide a centralized data warehouse with self-service reports, audit, and business intelligence tools.
- 7.2.5 The SAVNS Solution shall be configurable with "out-of-the box" business rule automation to provide user-controlled screen development, data element edits/additions, insertions or edits of Offender status notification triggers, notification preference flows, creation of forms and notification email, letter, and text templates in English and Spanish, workflow, user roles, and dashboards.

- 7.2.6 The SAVNS Solution shall be scalable, upgradable, and provide multi-tenant architecture.
- 7.2.7 The SAVNS Solution shall handle a potential volume increase to two million Registered Individuals and up to six (6) million Offender Booking Records with ongoing Defendant Status Changes.
- 7.2.8 The SAVNS Solution shall incorporate automation to upload multiple files each day of Offender demographic data and Offender status information, which will be linked with victim contact information and method of notification preferences stored within the SAVNS solution.
- 7.2.9 The SAVNS Solution victim and Offender data shall not be shared, uploaded, or sold to a third-party or subsidiary, or any other entity without prior written consent by the OAG.
- 7.2.10 When an Offender warrant is issued and uploaded in the SAVNS Solution a notification shall begin within fifteen (15) minutes.
- 7.2.11 Based on the Offender status information from the files, the SAVNS solution notification process must be integrated entirely within the SAVNS system to:
 - 7.2.11.1 Build a Defendant profile which may include pictures of the Defendant and must deploy cross reference technology.
 - 7.2.11.2 Transfer and link Registered Individual notification data throughout the statewide system based on identified data elements included in Exhibit B, Data Elements.
 - 7.2.11.3 Be user-centric and designed for user ease and victim-sensitivity as a priority.
 - 7.2.11.4 Log every communication with each Registered Individual.
 - 7.2.11.5 Auto-generate notification to any victim linked to an Offender following the notification rules and notification templates integrated within the SAVNS solution.
 - 7.2.11.6 Use a toll-free statewide number and website for registering for notifications.
 - 7.2.11.7 Provide an application for iOS and Android devices for users and available at no cost for users.
 - 7.2.11.8 Incorporate Interactive Voice Response (IVR) System to automate inbound and outbound calls or short message service (SMS) notifications.
 - 7.2.11.9 Integrate with a private branch exchange (PBX) telephone network for victim support.
- 7.2.12 The SAVNS Solution shall work effectively with current mobile technology.
- 7.2.13 The SAVNS Solution shall be compatible with Microsoft 365 (MS365) and SharePoint.
- 7.2.14 The SAVNS Solution shall be linked with a 24/7 public internet portal for real-time access to information and to allow victims to manage their Registration profiles and notification preferences at their convenience.
- 7.2.15 The SAVNS Solution shall support the data migration of victim services data (victim contact/notification method preferences and Offender information with Defendant Status Changes), that triggered notification and detailed case management records from existing external JMS, CMS, and RMS systems managed by third-party vendors.
- 7.2.16 The SAVNS Solution must maintain a reliable 99.9% uptime performance for the SAVNS core system, Participating Entity Data Interface services, and Interested-Party notification Data Interfaces.
- 7.2.17 The SAVNS Solution must have the ability to transfer/link Registered Individual/notification data throughout the statewide system based on identified data elements included in Exhibit B, Data Elements.
- 7.2.18 The SAVNS Solution must be user-centric designed/created with user ease and victim-sensitive as a priority and provide statewide notifications.

7.3 Requirements for the Contractor Regarding Participating Entities

- 7.3.1 A potential vulnerability of SAVNS is the possible release of inappropriate information to victims and registered entities. Examples could include sealed case data, juvenile case data,

civil case information, and expunged cases. There are over twenty software solutions used by counties in Texas to manage records from district and county courts and county jails. The selected Contractor for SAVNS shall address this vulnerability, demonstrate mitigation strategies/options, and create functional and programming options to prevent counties from transmitting inappropriate information from their software solution into the SAVNS database.

- 7.3.2 The SAVNS Solution shall interface with jail Booking systems, county and district courts, prosecutor information management systems, community supervisor and corrections departments as requested, and other related information systems within each Participating Entity. These services will be provided via a Participating Entities Services Agreement between the Participating Entity and the Contractor based on Form B Pricing.
- 7.3.3 The SAVNS Solution shall allow for the capture, storage, and transmission of authorized data, to include, but not limited to, the data elements in Exhibit B, Data Elements.
- 7.3.4 The SAVNS Solution shall provide for all data from each Participating Entity to be stored in a centrally located database and accessible by the respective Participating Entity and the OAG for reporting purposes.
- 7.3.5 The Contractor shall provide each Participating Entity with process/procedures for registering victims/Interested Parties and for victim/Interested Parties to self-register.
- 7.3.6 The SAVNS Solution shall provide an override control for Participating Entity staff to cancel a notification call, delete a telephone number from the system, to discontinue a registered number when it has been determined that the number has been incorrectly entered into the system, is no longer a valid number, or a password has been lost or to override blocked individual victim or Defendant information.
- 7.3.7 The SAVNS Solution shall provide restricted access, while the OAG will have administrative access to a secure Internet site for staff in each Participating Entity and the OAG, offering the following functionality:
 - Customizable dashboard
 - Access to the statistical information for monitoring purposes
 - The capability to run ad hoc reports on statistical information
 - The capacity to print notification letters for victims who have registered an address for notification.
 - The capability to change notification letter wording with the appropriate level of security
 - Technical support information
 - On-line access for manual and training material
 - Contact information
 - Participating Entity-specific configuration information
- 7.3.8 Each Participating Entity shall be responsible for all ongoing service and maintenance costs for the Data Interfaces between their legacy systems and the SAVNS, including the integrity (accuracy and timeliness) of the data.
- 7.3.9 The Contractor will be responsible for all data exchange between the Participating Entity SAVNS Data Interface and the core SAVNS installation, including the integrity (accuracy and timeliness) of the data. Minimum functionality of this Data Interface must include options to prevent possible transmission of unauthorized case data from sealed cases, juvenile cases, civil cases, expunged cases, and other cases prohibited from public disclosure.
- 7.3.10 The Contractor shall be responsible for providing upgrades, maintenance, and continuing service for all Contractor-owned equipment and the SAVNS.
- 7.3.11 The SAVNS Solution shall maintain and destroy all data received from each Participating Entity in accordance with Section 14.2.5 and Texas Grant Management Standards and/or Federal Grant Management Standards under 2 C.F.R 200.

7.4 Requirements for Interested Parties

- 7.4.1 The SAVNS Solution shall allow any person or entity who is a Registered Individual, without regard to their relationship to the Defendant, to register to receive notifications related to the custody and/or court status of the identified Defendant.
- 7.4.2 The SAVNS Solution shall provide a full range of Registration, notification and Information Inquiry services accessible through a single statewide toll-free access number to a centralized Call Center 24-hours a day, 7 days a week, 365 days a year and available from anywhere in the United States.
- 7.4.3 The SAVNS Solution shall ensure that 98% of the Call Center calls are answered within ninety (90) seconds or less and are not placed on hold or in a call queue.
- 7.4.4 The SAVNS Solution shall include an Interactive Voice Response (IVR) System to support Registration, notification and Information Inquiry services including automated responses to victims, criminal justice professionals and any other Interested Parties.
- 7.4.5 The SAVNS Solution shall provide notification to any Registered Individuals when there is a change in the Defendant's custody status, in the manner chosen by the registered party, including but not limited to, email, text, or phone call.
- 7.4.6 The SAVNS Solution shall provide notification to any Registered Individuals when a corresponding court event occurs related to the Defendant specified by the Registered Individual.
- 7.4.7 The SAVNS Solution shall provide a restricted access, secured Internet site for Interested Parties with the following functionality:
 - Online Registration
 - Ability to identify Defendants to monitor/track
 - Notification by email
 - Notification by text
 - Information Inquiry
 - SAVNS contact information

7.5 SAVNS Notifications:

- 7.5.1 For safety-related Defendant Status Changes, such as Defendant release or escape, notification shall begin within fifteen (15) minutes of Participating Entity uploading the event into the database and continue every thirty (30) minutes for a minimum of twenty-four (24) hours or until the Registered Individual acknowledges contact. All other calls, such as court events, will be placed between 7 a.m. and 9 p.m.
- 7.5.2 Notification patterns and intervals for other notification requirements will be determined and mutually agreed upon by the OAG and Contractor during the implementation.
- 7.5.3 Notification patterns will not exceed forty-eight (48) hours per notification.
- 7.5.4 The SAVNS Solution shall allow Interested Parties to register for notifications with as many Defendants and telephone numbers, including but not limited to home, work and cellular numbers.
- 7.5.5 The SAVNS Solution shall provide all services in English and Spanish.
- 7.5.6 The Call Center shall be able to respond to callers who are deaf, hearing impaired, or with limited English proficiency.

7.6 Data Security and Confidentiality

- 7.6.1 The Contractor shall maintain the confidentiality of all OAG Protected Data and SAVNS Data, and all data received from the OAG, the Participating Entities, any individual registered to receive notifications from the SAVNS system, or any other data that is received as a result of Contractor providing the services required under this RFP and any resulting contract(s) or purchase order(s).

- 7.6.2 The Contractor must be Criminal Justice Information Services (CJIS) Compliant. This requirement must be maintained throughout the term of the contract including any optional renewal years.
- 7.6.3 Data Security Plan. The Contractor shall deliver and maintain a security incident plan in accordance with the criteria set forth in the Contractor's privacy and security policy and shall implement the procedures required under such security incident plan on the occurrence of a Security incident, in compliance with the requirements of Texas Business and Commerce Code § 521.053 ("Notification Required Following Breach of Security of Computerized Data"). This plan shall be delivered in writing to the OAG within 14 Business Days following the award of this contract (Please refer to Form G Data Security Plan Outline). The contractor shall report, in writing, to the OAG any Security Incident within 24 hours after discovery. The report shall identify the nature of the event, a list of the affected individuals and the types of data, and the mitigation and investigation efforts of the Contractor. It shall also include the stages of the data security plan that has been implemented along with the next steps to mitigate the current and future risks. The contractor shall provide investigation updates to the OAG daily.
- 7.6.4 Contractor shall not sell, provide, or otherwise commercialize any OAG Protected Data and SAVNS Data, nor any other data received from the OAG, the Participating Entities, any individual registered to receive notifications from the SAVNS system, or any other data received as a result of Contractor providing the services required under this RFP and any resulting contract(s) or purchase order(s) without the prior written consent from the OAG, except where disclosure is required by law.
- 7.6.5 Notwithstanding the foregoing, the Contractor shall provide prior written notice to the OAG before any disclosure of the aforementioned data to any party, for whatever reason, whether required by law or court order. The Contractor must receive written OAG approval prior to any release of data. If there is a release of information without prior written authorization, the Contractor must submit notification immediately to the SAVNS Program Manager as well as the Division Chief of the Crime Victim Services Division.

7.7 Staffing Requirements

7.7.1 **Project Management Standards**

- 7.7.1.1 The Contractor's staff that is focused on the Texas SAVNS system must have significant knowledge, skills, experience and ability in the areas of Contract Management, Project Management, Support Services Management, and Financial Management. The names of the assigned individuals shall be made known to the OAG. Any individual performing work under this agreement is subject to the following:
 - 7.7.1.1.1 The Contractor must submit a written request to the OAG before placing, assigning or reassigning any Contractor staff. The request shall include a description of the work to be performed and a resume containing a description of the proposed staff's knowledge, skills, abilities, and qualifications.
 - 7.7.1.1.2 Before any Contractor staff is placed, assigned or reassigned, the Contractor must receive the written approval of the OAG.

7.7.2 **Project Manager (PM)**

- 7.7.2.1 The Project Manager assigned to the project shall be certified and have at least 5 years of project management experience. Other staff assigned to the project should have at least 5 years of experience working on similar projects.
- 7.7.2.2 The Contractor's Project Manager shall be responsible to the OAG and the participating entities for the following project activities:
 - 7.7.2.2.1 Coordinate and serve as the central point of contact for all activities related to the technical implementation of the SAVNS.
 - 7.7.2.2.2 Coordinate the efforts of all Contractor staff, Subcontractors, team members, and other Interested Parties.
 - 7.7.2.2.3 Provide weekly briefings to the OAG's project manager, and other designated OAG staff members on the progress of the implementation. Ensure that the

- meeting agenda is sent to the OAG at a minimum of 24 hours prior to the scheduled weekly briefing and monthly Steering Committee meeting.
- 7.7.2.2.4 Provide written minutes of each briefing meeting to the OAG within three (3) calendar days of each meeting.
- 7.7.2.2.5 Monitor participating entities operating under service agreements to ensure ongoing compliance with the scope of work and operational standards.
- 7.7.2.2.6 Provide monthly written reports on the status of the project.
- 7.7.2.2.7 Submit all project Deliverables in accordance with the approved and established acceptance criteria.
- 7.7.2.2.8 Provide change control coordination protocols as developed with OAG PM.
- 7.7.2.2.9 Review design specifications and validate system flow for accuracy and functionality.
- 7.7.2.2.10 Provide an Integration Plan, which specifies how the system will integrate or interface with the OAG SharePoint and Microsoft Outlook (if applicable).
- 7.7.2.2.11 Develop/configure the application with written approval from the OAG PM. Coordinate with each participating county to prepare for data Conversion, migration, and continued data feeds needed to support the application.
- 7.7.2.2.12 If applicable, coordinate data Conversion and migration of victim services data currently used by an external public faced notification system and the data stored within an external case management system.
- 7.7.2.2.13 Provide sample representative data to use in test activities, ensuring that testing results simulate production results.
- 7.7.2.2.14 Provide a Problem Reporting Plan for documenting any problems that are discovered during User Acceptance Testing (UAT).
- 7.7.2.2.15 Perform UAT with the OAG to ensure that the major business functionality works correctly, that the documented system requirements are met, and that the system supports the use cases defined in the system documentation.
- 7.7.2.2.16 Provide a means to report problems and resolutions during testing and implementation phases.
- 7.7.2.2.17 Ensure transaction performance metrics, tuning and optimization, and monitoring with OAG oversight prior to project completion.
- 7.7.2.2.18 Provide documentation outlining the operational best practices utilized for ongoing maintenance and support to ensure the private application and the public portal are reliable 24/7.
- 7.7.2.2.19 Define methodology to protect sensitive data and applications from unauthorized access or usage during cloud contract maintenance or in the event of termination of cloud service and migration of data and applications to a different service center.
- 7.7.2.2.20 Upon acceptance of functional testing results, create and implement the application.
- 7.7.2.2.21 Update test environment for future development and testing for all applications.
- 7.7.2.2.22 Monitor participating entities operating under service agreements to ensure ongoing compliance with the scope of work and operational standards.
- 7.7.2.2.23 Be available approximately one (1) month prior to the starting date of the finalized contract to ensure a smooth transition between Contractors, if necessary.
- 7.7.2.2.24 Be available approximately three (3) months after termination of the contract to support transition between Contractors, if necessary.

7.7.3 **Support Services Manager**

- 7.7.3.1 The Contractor's Support Services Manager shall be responsible, subsequent OAG approval, to the participating entities for the following items:
 - 7.7.3.1.1 Promotions and SAVNS materials.

- 7.7.3.1.2 Performance-based curriculum development and lesson plans.
- 7.7.3.1.3 Technical performance training.
- 7.7.3.1.4 SAVNS Awareness Training shall be offered to all Participating Entities on a two (2) year basis.

7.7.4 Financial Specialist

- 7.7.4.1 The Contractor’s Financial Specialist shall be responsible to the OAG for the following items:
 - 7.7.4.1.1 Issuing Contractor invoices to the Participating Entity subsequent to the date an OAG grant contract is executed. See RFP [Section 10 INVOICING](#)
 - 7.7.4.1.2 Coordinating verification of relationship between executed service agreements and executed grant contracts.
 - 7.7.4.1.3 Forwarding copies to the OAG of all executed service agreements with the participating entities and invoices sent to a Participating Entity.

7.8 Optional Services

- 7.8.1 The OAG and/or a Participating Entity may request optional services, programming changes, or both after implementation of the Contractor’s Solution. This decision will be within the sole discretion of the OAG. If the OAG elects to exercise this option, the OAG will provide the Contractor with a statement of work and the Contractor shall provide the OAG with proposed pricing. Contractor shall provide such services at the same rates proposed in Form B Pricing as attached and incorporated into the Contractor’s response.
- 7.8.2 Contractor acknowledges and agrees that any Additional Services provided under this Contract are the sole responsibility of a Participating Entity. Any grant dollars issued by the OAG to a Participating Entity shall be utilized solely as a reimbursement for the Bi-Annual Fees incurred for Contractor’s provision of the Participating Entity services. OAG grant funds may not be used or obligated for any Additional Services provided hereunder.
- 7.8.3 The OAG may accept or reject the Contractor’s proposal, refine the requirements, and negotiate final costs.
- 7.8.4 The OAG is not responsible or liable for payment for software development/modifications until the OAG determines that any associated test results are acceptable.

7.9 Training Requirements

Designated employees of the Contractor shall fully participate in OAG training as appropriate to their role in the Contract.

The Contractor shall maintain a log of employees’ training, including the name of the person trained, course completed, signature of the trainee, and dates completed, and provide the log to the OAG upon request.

Table 11: OAG Mandatory Training

Course Name	Frequency	Method
MCT105 Cybersecurity Awareness Training for General Users	Every 12 Months	E-Learning, Self-Paced
MCT106B Discrimination and Harassment Awareness for Non-FTE Only	Every 12 Months	E-Learning, Self-Paced
MCT111 Sensitive Personal Information	Every 24 Months	E-Learning, Self-Paced

7.10 Implementation Requirements

7.10.1 General Implementation Requirements

- 7.10.1.1 The Contractor shall provide a draft implementation plan and Schedule that describes how and when each Participating Entity will be fully operational. This plan shall also detail the Contractor's approach to ensuring the scalability of potential entities.
- 7.10.1.2 The Contractor and the OAG will collaboratively develop the final implementation plan and Schedule as required in Table 12 implementation Deliverables.
- 7.10.1.3 The Contractor shall cooperate with the current Contractor to perform implementation activities including, but not limited to, accepting in-process items, images, and any other data from the current Contractor and loading/converting them into the Contractor's Solution.
- 7.10.1.4 The OAG will schedule a project kick-off meeting within two (2) Business Days of Contract Award.
- 7.10.1.5 The Contractor's implementation team and representative(s) (e.g., Contractor's: project/program manager, implementation manager, technical leads and team leads) shall attend the kick-off meeting with the OAG (e.g., OAG's: implementation manager, contract manager, or designee, and other staff).
- 7.10.1.6 The Contractor shall provide the OAG with a weekly implementation status report. The Contractor shall work with the OAG to define the format and required information for the status report.
- 7.10.1.7 The Contractor shall provide a plan outlining how the transition of existing Registrations will be implemented.
- 7.10.1.8 A minimum of forty-eight (48) hours in advance, the Contractor shall notify the OAG SAVNS Program Manager of any time the Contractor's implementation manager will be off-site or unavailable for longer than eight (8) consecutive Business Hours and provide an alternative point of contact.
- 7.10.1.9 The OAG will work with the Contractor on establishing, setting up, and testing any technology to facilitate data transfers.

7.10.2 Contractor Implementation Team

- 7.10.2.1 The Contractor shall designate an implementation manager and a backup to coordinate implementation activities.
- 7.10.2.2 The Contractor shall provide an organization chart detailing the proposed implementation team including the implementation manager and all implementation staff.
- 7.10.2.3 The Contractor shall notify the OAG SAVNS Program Manager or designee when the Contractor's implementation manager is not available to the OAG for an entire Business Day or longer.
- 7.10.2.4 The Contractor's implementation team shall be available to work with the OAG during Business Days throughout the implementation period.
- 7.10.2.5 When replacing Contract implementation team staff, the Contractor must propose replacements with qualifications for the assigned position that are equal to or exceed those of the person being replaced.
- 7.10.2.6 The Contractor shall provide the resumes of any implementation team member to the OAG upon request.

7.10.3 System Test Environment

- 7.10.3.1 The Contractor shall provide an environment to execute joint system and user acceptance testing.
- 7.10.3.2 The Contractor shall be responsible for scheduling incoming and outgoing file transfer tests with the OAG.

- 7.10.3.3 Incoming and outgoing file transfer tests shall include all required data elements and records.
- 7.10.3.4 The Contractor shall perform and complete the file transfer tests in accordance with the time frame set forth in the implementation plan and approved by the OAG.
- 7.10.3.5 The Contractor shall conduct file transfer tests between the hours of 8:00 a.m. to 5:00 p.m. Local Time, Monday – Friday, unless otherwise agreed to by the OAG.
- 7.10.3.6 The Contractor shall provide the OAG with system test results and perform a live demonstration of their system/application. The OAG will review the system test results and demonstration for accuracy and completeness.
- 7.10.3.7 The Contractor shall notify the OAG, via Controlled Correspondence, when its Solution is ready for OAG user acceptance testing.
- 7.10.3.8 The Contractor shall provide computer access to the Successful Contractor’s system for three (3) OAG staff, during implementation and user-acceptance testing.
- 7.10.3.9 The Contractor shall ensure that test data is not transmitted to the OAG except when authorized by the OAG.
- 7.10.3.10 Should it become apparent to the Contractor that its system will not be ready for OAG prior to the operations start date, the Contractor shall contact the OAG immediately and provide a revised start date that can be met.
- 7.10.3.11 The OAG will provide the Contractor with written notification of the results of OAG user acceptance testing. The OAG, at its discretion, may provide conditional acceptance prior to completion of all requirements.
- 7.10.3.12 If the Contractor’s Solution fails to meet a specified acceptance test, the Contractor shall immediately correct and improve identified defects, deficiencies or errors, subject to review by the OAG.
- 7.10.3.13 The OAG may continue to test additional components of the Contractor’s Solution and may retest any corrections, modifications or additions made by the Contractor. It is the goal of the OAG to complete user acceptance testing no later than one (1) calendar week prior to operations start date.

Table 12: Implementation Deliverables

Implementation Deliverable	Due	Include at a Minimum
Implementation Plan	Within ten Business Days after kickoff meeting	<ul style="list-style-type: none"> a. Implementation approach and summary b. Implementation team and organization chart that defines roles and responsibilities. c. Communication processes d. Change Management approach (training, etc.) e. A schedule to include: <ul style="list-style-type: none"> • Tasks • Assignments • Deliverables • Implementation Schedule • Completion dates • Milestones f. Risks and constraints per Milestone/Deliverable <p>(<i>Note:</i> The OAG will integrate its plan with the Contractors Plan post-Contract award)</p>
Business Continuity Disaster Recovery (BC/DR) Plan (Includes Supplemental Contract-specific BC/DR Plan)	Twenty Business Days prior to service cutover	Refer to Section 8.12, Business Continuity and/or Disaster Recovery Requirements.

7.11 Transition Requirements at Contract Termination

- 7.11.1 The OAG will request that a transition plan be completed no later than thirty (30) Business Days following Contract award. The plan will provide for the orderly transition of all services and operations performed by or involving the Contractor under the Contract.
- 7.11.2 The Contractor shall cooperate fully with the OAG to complete the transition and ensure that the OAG does not experience any adverse impact from the transition of services to a subsequent Contractor.
- 7.11.3 The transition plan shall contain a minimum period of six (6) months. The Contractor shall provide services without interruption while OAG tests, accepts, and approves the new Contractor's Solution and implementation schedule.

7.12 Contract Reporting

- 7.12.1 The SAVNS shall have the ability to generate standard management reports as well as customized usage and performance reports. Examples of these reports include but are not limited to:
 - Downtime reports by Participating Entity
 - Number of Registered Individual for a specified period of time
 - Number and type of successful and unsuccessful notifications for a specified period of time
 - System interruption report
 - Function disabled report
 - Data transfer report by Participating Entity or statewide
 - The Solution shall be fully tested and approved by the OAG prior to deployment.
 - The Solution must have the capability to remain functional during short or long failures of utility power.
- 7.12.2 The OAG may request program information, statistical reports, program audits, or additional reports at any time during the duration of the contract upon request.

7.13 Deliverables Acceptance Process

- 7.13.1 All Deliverables and periodic Deliverable updates/revisions must be submitted via Controlled Correspondence. Within ten (10) Business Days of receipt or other time frame agreed upon by the Parties, the OAG will review the Deliverables and formally respond via Controlled Correspondence with issues to be resolved or acceptance of the Deliverable.
- 7.13.2 If the Contractor does not receive written notice from the OAG by the end of the review period, the Contractor must notify the OAG in writing that the OAG has five (5) additional Business Days to provide written notice. The Deliverable will be deemed to be accepted by the OAG if the OAG does not provide such notice of acceptance or non-acceptance at the end of this additional five (5) Business Day period.
- 7.13.3 The Contractor shall, upon OAG request, make an oral presentation of Deliverables.
- 7.13.4 If the OAG provides written notice of non-acceptance of the Deliverable, then the Contractor shall work with the OAG to correct any deficiencies and re-submit the revised Deliverable within five (5) Business Days, or other time frame agreed upon by the Parties. Upon receipt of a revised Deliverable, the OAG will review the revised drafts for acceptance or rejection and formally respond via Controlled Correspondence within ten (10) Business Days.
- 7.13.5 At any time during the Deliverable acceptance process, should the Contractor disagree with the OAG's findings of non-acceptance or should the OAG disagree with the Contractor's proposed time period for correcting deficiencies, the Parties will work together in good faith to resolve the disagreement.

7.14 Operational Deliverables

Table 13: Operational Deliverables

Operational Deliverable	Due	Include at a Minimum
Transition Plan	Thirty (30) Business Days following Contract award.	Refer to Section 7.11, Transition Requirements at Contract Termination . (<i>Note:</i> The Transition Plan includes the Data Retention and Destruction Plan.)
Services Performance Reports	On or before the tenth (10th) calendar day of each month or as otherwise requested by the OAG	Services performance report against the SLAs as defined in Section 8.1, Performance Management . <ul style="list-style-type: none"> a. Monthly Performance Management Report b. Other reports as identified
Testing/validation of the BC/DR Plan	Annually or as requested by the OAG	Execute and confirm BC/DR plan to: <ul style="list-style-type: none"> a. Ensure recoverability b. Update plan to match steps identified during the testing
Security Organization Control Assessment (SOC 2)	Annually or as requested by the OAG	Refer to Section 14.3.6, Security Control Assessment .
Vulnerability Scans	Quarterly or as requested by the OAG	Refer to Section 14.3.3, Vulnerability Scans for requirements.
Financial Statements	Sixty calendar days after the end of the Contractor's fiscal annual reporting period.	Refer to Section 8.2, Financial Statements for requirements.
Data Security Plan	Fourteen (14) Business Days following the Contract award	Refer to Section 5.3.10: Information Protection Provisions
Progress Report	Monthly by the 10 th day of the month	The report shall identify any problems encountered or still outstanding with an explanation of the cause and resolution of the problem or how the problem will be resolved any updates to work performed, identify Deliverables completed and specify anticipated work to be completed in the subsequent month. The report, at a minimum, shall include the following data for the prior month: <ul style="list-style-type: none"> (a) SAVNS system down time, including the SAVNS core system, the Participating Entity interface services, and notification interfaces; and (c) Data transfer report including all Participating Entity uploads to the SAVNS system, size, time, and outcome.

7.15 OAG Assumptions

- 7.15.1 The Contractor shall be able to meet the four (4)-month time frame for the design, development, and implementation of the SAVNS solution for existing participating entities.
- 7.15.2 Participating Entities shall have resources available to migrate from one solution to a different solution, if necessary.
- 7.15.3 The CMS, JMS and RMS software solutions used by each Participating Entity shall be compatible with Contractor SAVNS solution (i.e. programming and database interfaces can be completed in a timely and cost-effective manner).

7.16 OAG Responsibilities

The OAG will:

- 7.16.1 Provide a Project Manager (PM) to oversee the project. The OAG PM will review and approve all project documentation and Deliverables submitted by the selected Contractor.
 - 7.16.1.1 Provide Subject Matter Experts (SMEs), including SMEs for business processes and data migration from the existing solution to be integrated with the new Solution, if necessary.
 - 7.16.1.2 Review and approve the project plan and schedule provided by the Contractor to ensure project milestones are met.
 - 7.16.1.3 Provide existing documentation of the business process to be managed using the new system.
 - 7.16.1.4 Provide existing documentation of data elements to be migrated to the new system.
 - 7.16.1.5 Provide timely information in response to questions regarding design specifications.
 - 7.16.1.6 Provide effective communication and updates to the Contractor regarding project changes or achievement of project milestones.
 - 7.16.1.7 Coordinate all approval and acceptance stages for the project.
 - 7.16.1.8 Facilitate User Acceptance Testing (UAT) and provide User Acceptance Testers in concert with Participating Entities.
- 7.16.2 Provide a SAVNS Program Manager.
 - 7.16.2.1 Facilitate coordination and program oversight between Contractor and Participating Entities per the terms and conditions outlined in Exhibit A, Participating Entities Services Agreement.
 - 7.16.2.2 Develop and implement monthly, quarterly, semi-annual, and annual reporting requirements for the Contractor to address performance, services provided, and other metrics as required.

8 CONTRACT MANAGEMENT

8.1 Performance Management

The Contractor shall establish a good working relationship with the OAG and make a good-faith effort to resolve problems identified by either the OAG or the Contractor. Notification of problems (or anticipated problems) by either the OAG or the Contractor must include sufficient details to resolve the problem and continue performance within the established timeframes.

The OAG SAVNS Program Manager and Contractor shall mutually agree upon monthly and quarterly performance reports, metrics, and other Contract Deliverable templates within sixty (60) calendar days of contract award.

Performance management monitoring will be a continual process throughout the term of the Contract and for up to six (6) months following Contract termination during a transition period, if necessary. Non-compliance by the Contractor in any area that precludes the OAG from verifying the Contractor's compliance in other areas will result in a presumption that the Contractor is non-compliant in those other areas unless the Contractor can affirmatively show that it is compliant.

As part of its final monthly Performance Management Report, the OAG will also provide the Contractor with any corresponding remedies that will be taken against the invoices. The remedies available to the OAG for the Contractor's unsatisfactory performance (e.g., the failure to meet the Contract's requirements and standards as stated in [Section 8.1.1, Performance Standards and Specific Non-performance Remedies](#), will be the basis for reducing payment to the Contractor. The cumulative total of all remedies (Specific and General Non-Performance Remedies) will not exceed 15% of the total amount of the invoice. These remedies are in addition to the rights and remedies available to the OAG under other provisions of the Contract, in law, or in equity.

The OAG, at its sole discretion, may reduce, waive, or otherwise alter any remedy, performance standard, performance monitoring process, or problem resolution and corrective action process.

8.1.1 Performance Standards and Specific Non-performance Remedies

Table 14: Sample

	Standard Service Level Agreement	Measure	Remedy
1.	Solution uptime at 99.9%	Statewide system remains up and functioning 99.9% of the time based on 24 hours/day for 365 days per year.	Reduction of 10% of monthly service fee for months where SLA is not met.
2.	Inappropriate data transmitted from county systems into SAVNS Solution	Sealed case, juvenile case, civil case, and data not authorized for public release shall not be accepted by SAVNS Solution from county information management systems into the public accessible domain	Contractor shall cover all resource costs required to remove inappropriate data from the public accessible domain within ten (10) calendar days of discovery.
3.	Call Center uptime at 98%	Statewide phone access remains up and functioning 98% of the time based on 24 hours/day for 365 days per year.	Reduction of 10% of monthly service fee for months where SLA is not met.

8.1.1.1 General Non-performance Remedies

The Contractor shall perform all services in accordance with the Contract requirements, provisions, terms, and conditions. General non-performance remedies are for failure to perform services according to a requirement, provision, term, or condition not covered by another remedy and will be assessed cumulatively with any other remedies shown in [Section 8.1.1. Performance Standards and Specific Non-performance Remedies](#).

Participating Entities, pursuant to their Participating Entities Services Agreement with the Contractor, may apply one (1) or more instances of the General Non-Performance Remedy to the monthly service charge in response to non-compliance by the Contractor.

Subject to the nature and extent of the non-compliance, the Participating Entities may withhold up to 15% of payments on a monthly invoice as a General Non-Performance Remedy in accordance with this [Section 8.1.1.1. General Non-performance Remedies](#).

- 8.1.1.1.1 Before assessing a General Non-Performance Remedy, the OAG will issue a Controlled Correspondence notifying the Contractor of unsatisfactory performance that could lead to an assessment of a General Non-Performance Remedy if not corrected.
- 8.1.1.1.2 Within five (5) Business Days after receiving the Controlled Correspondence, the Contractor shall submit to the OAG a corrective action plan responding to any and all of the OAG’s findings of unsatisfactory performance. The Contractor shall explain in its corrective action plan how it will immediately address the unsatisfactory performance and the date by which the Contractor shall return to satisfactory performance. Within five (5) Business Days after receipt of the corrective action plan, the OAG will notify the Contractor in writing of whether the OAG approves of the corrective action plan and, if not, the reasons the plan is unsatisfactory. If the OAG does not approve of the plan, the Contractor shall resubmit a revised corrective action plan that resolves the OAG’s concerns within three (3) Business Days after receipt of the OAG’s notification. If necessary, the OAG will work with the Contractor to formulate a corrective action plan to help ensure that the plan is acceptable to the OAG.
- 8.1.1.1.3 If the Contractor returns to satisfactory performance in accordance with the time frame set forth in the OAG-approved corrective action plan, no sums will be withheld. Should the Contractor subsequently return to unsatisfactory performance, the process outlined in Section 8.1.1.1.2 shall commence.
- 8.1.1.1.4 If the Contractor does not return to satisfactory performance in accordance with the time frame set forth in the OAG-approved corrective action plan, the OAG will begin to withhold a

General Non-Performance Remedy as of the date the Contractor was to be in compliance under the corrective action plan but was not. The OAG will provide notice of such continued unsatisfactory performance to the Contractor via Controlled Correspondence and set a new time period for compliance. If the Contractor has not reached satisfactory performance by the new time period the OAG has set, all the withheld amounts may, at the OAG's election, be forfeited. This process of withholding and forfeiture will continue until performance is corrected.

- 8.1.1.1.5 At the OAG's sole option, withheld amounts may be incurred sooner than the time period allowed for the Contractor to come into compliance if the Contractor does not work diligently to correct its unsatisfactory performance (e.g., by not submitting a timely or acceptable corrective action plan or by not diligently carrying out its corrective action plan).
- 8.1.1.1.6 At the OAG's discretion, the time frames set forth in [Section 8.1.1.1 General Non-performance Remedies](#) may be shortened depending on the severity of the nonperformance.

8.2 Financial Statements

The Contractor shall submit its most recent financial statements, including income statement, balance sheet, and cash flow statement no later than sixty (60) calendar days after the end of the Contractor's fiscal annual reporting period. This should include information for any applicable parent organization or Subcontractor representing greater than 10% of the gross dollar value of Contractor's Pricing Submission.

8.3 Controlled Correspondence

In order to track and document requests for decisions and/or information pertaining to the Contract, and the subsequent response to those requests, the OAG and the Contractor shall use Controlled Correspondence. The OAG will manage the Controlled Correspondence for the Contract. For each Controlled Correspondence document, the OAG will assign a tracking number and the document will be signed by the appropriate Party's Contract Manager.

Controlled Correspondence will not be used to change pricing or alter the substantive terms of the Contract. Controlled Correspondence will not be the basis of a claim for equitable adjustment of pricing. Any changes that involve the pricing or the substantive terms of the Contract must be by a Contract amendment. However, the Controlled Correspondence process may be used to document refinements and interpretations of the provisions of the Contract, to document the cost impacts of proposed changes, and to document OAG-approved changes to the Contractor's HSP.

Controlled Correspondence documents will be maintained by both Parties in ongoing logs and will become part of the normal status-reporting process. Any communication not generated in accordance with such process will not be binding upon the Parties and will be of no effect.

Controlled Correspondence will be used to communicate any intent to renew the Contract, and the OAG will provide a Purchase Order that includes:

- The ePRO contract number.
- The amount allocated for the new term.
- The new PO number
- The term of the renewal (i.e., 9/1/XX - 8/31/XX).

8.4 Notices and Liaison

8.4.1 **Written Notices Delivery**

8.4.1.1 Any notice required or permitted to be given under this Contract by one Party to the other Party will be in writing and will be addressed to the receiving Party at the address hereinafter specified. The notice will be deemed to have been given immediately if delivered in person to the recipient's address hereinafter specified. It will be deemed to have been given on the date of certified receipt if placed in the United States mail, postage prepaid, by registered or certified mail with Return Receipt requested, addressed to the receiving Party at the address hereinafter specified.

8.4.1.2 **Contractor Address:**

The address of the Contractor for all purposes under this Contract and for all notices hereunder shall be designated at the time of Contract award.

8.4.1.3 **OAG Address:**

The address of the OAG for all purposes under this Contract and for all notices hereunder will be designated at Contract award.

OAG Crime Victim Services Division, MC 011
Office of the Attorney General
PO Box 12198
Austin, TX 78711-2198

With copies to (registered or certified mail with return receipt is not required for copies):

OAG General Counsel Division, MC 074
Office of the Attorney General
PO Box 12548
Austin, TX 78711-2548

8.4.2 **Liaisons**

The Contractor and the OAG each agree to maintain specifically identified liaison personnel for their mutual benefit during the term of the Contract. The liaison(s) named by the Contractor shall serve as the initial Point(s) of Contact for any inquiries made pursuant to the Contract by the OAG and respond to any such inquiries by the OAG. The liaison(s) named by the OAG will serve as the initial Point(s) of Contact for any inquiries made pursuant to the Contract by the Contractor and respond to any such inquiries by the Contractor. The liaison(s) and their respective addresses shall be named in writing at the time of the execution of the Contract. Subsequent changes in liaison personnel will be communicated by the respective Parties in writing.

8.5 Contract Managers

8.5.1 **The OAG Contract Manager**

The OAG will assign a Contract Manager to the Contract. Identification of the OAG Contract Manager and any changes to this assignment will be documented by Controlled Correspondence. The OAG Contract Manager has the authority to:

- Sign Controlled Correspondence
- Serve as the day-to-day Point of Contact
- Coordinate quality control reviews
- Coordinate meetings with the Contractor
- Investigate complaints
- The OAG Contract Manager will have no authority to agree to any Contract amendment or Pricing change.

8.5.2 **The Contractor's Contract Manager**

8.5.2.1 The Contractor shall assign a Contract Manager to the Contract. Identification of the Contract Manager and any changes to this assignment will be documented and submitted to the OAG via Controlled Correspondence with fourteen (14) calendar days advance notification. The Contractor's Contract Manager has the authority to:

- Make decisions regarding the Deliverables required by the Contract
- Sign Controlled Correspondence
- Serve as the day-to-day Point of Contact
- Coordinate quality control reviews
- Coordinate meetings with the OAG
- Investigate complaints

8.5.2.2 The Contractor's Contract Manager shall be responsible to the OAG and Participating Entities for submitting a written monthly status report, due on or before the 10th day of each month or

other agreed-upon date each month, addressing the following items:

- Track the progress of the SAVNS implementation and maintenance.
- Establish priorities.
- Verify and track performance issues.
- Report on the work accomplished during the reporting period.
- Report on work to be accomplished during the subsequent reporting period.
- Resolve all actual or anticipated problems.
- Submit written requests to make any significant deviation from the previously agreed upon plans.
- Facilitate a quarterly meeting with the OAG's SAVNS Program Manager and other designated OAG staff members.

8.6 Cooperation with the OAG

The Contractor must ensure that it cooperates with the OAG and other state or federal administrative agencies, at no charge to the OAG, for purposes relating to the administration of the Contract. The Contractor agrees to reasonably cooperate with and work with the OAG's vendors, Subcontractors, and third-party representatives as requested by the OAG.

8.7 Problem Resolution and Corrective Action Process

The Contractor and the OAG will agree to a plan and timeline for resolution of Contract performance issues. If all efforts between the Contractor and the OAG Contract Manager fail to resolve the problem within the stated timeline and to the OAG's satisfaction, the OAG may escalate the problem to the Contractor's management and OAG executive management. OAG executive management or representatives and the Contractor's management shall agree to a resolution. If the Contractor is aware that a problem exists and fails to report the problem to the OAG, the Contractor will continue to be responsible for meeting the goals and timelines established in the Contract.

8.8 Subcontracting Approval Required

It is contemplated by the Parties hereto that the Contractor shall conduct the performances provided by this Contract substantially with its own resources and through the services of its own staff. In the event that the Contractor should determine that it is necessary or expedient to subcontract for any of the performances specified herein, the Contractor shall subcontract for such performances only after the Contractor has transmitted to the OAG a true copy of the subcontract the Contractor proposes to execute with a Subcontractor and has obtained the OAG's written approval for subcontracting the subject performances in advance of executing a subcontract. The Contractor, in subcontracting for any performances specified herein, expressly understands and acknowledges that in entering into such subcontract(s), the OAG is in no manner liable to any Subcontractor(s) of the Contractor. In no event will this provision relieve the Contractor of its responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all terms of this procurement.

8.9 No Assignment by the Contractor

The Contractor shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from the OAG. Notwithstanding anything to the contrary in the Texas Business Organizations Code or any other Texas or other state statute, a merger will not act to cause the assumption, by the surviving entity or entities, of the Contract and/or its associated rights and duties without the prior written approval of the OAG. The term "merger" as used in this section includes, without limitation, the combining of two (2) corporations into a single surviving corporation; the combining of two (2) existing corporations to form a third (3rd) newly created corporation; or the combining of a corporation with another form of business organization.

8.10 Reporting Fraud, Waste or Abuse

8.10.1 The Contractor must report any suspected incident of fraud, waste or abuse associated with the performance of the Contract to any one of the following listed entities:

- The OAG Contract Manager
- The Director for Procurement and Contract Operations

- The OAG Ethics Advisor
- The OAG's Fraud, Waste and Abuse Prevention Program ("FWAPP") Hotline (800-252-8011) or the FWAPP email box (FWAPP@oag.texas.gov)
- The State Auditor's Office hotline for fraud (1-800-892-8348)

8.10.2 The report of suspected misconduct will include (if known):

- The specific suspected misconduct
- The names of the individual(s)/entity(ies) involved
- The date(s)/location(s) of the alleged activity(ies)
- The names and all available contact information (phone numbers, addresses) of possible witnesses or other individuals who may have relevant information
- Any documents which tend to support the allegations

8.10.3 The words fraud, waste, or abuse as used in this section, have the following meanings:

- Fraud is the use of one's position for obtaining personal benefit (including benefit for family/friends) through the deliberate misuse or misapplication of resources or assets.
- Waste is the extravagant, careless, or needless expenditure of funds or consumption of property that results from deficient practices, system controls, or decisions.
- Abuse is the misuse of one's position, title, or authority to obtain a personal benefit (including benefit for family/friends) or to attempt to damage someone else.

8.11 Dispute Resolution Process for Claims of Breach of Contract

The dispute resolution process provided for in [Chapter 2260 of the Texas Government Code](#) will be used, as further described herein, by the OAG and Contractor to attempt to resolve any claim for breach of Contract made by the Contractor.

A claim for breach of Contract that the Parties cannot resolve in the ordinary course of business will be submitted to the negotiation process provided in Chapter 2260, Subchapter B, of the Texas Government Code. To initiate the process, the Contractor shall submit written notice, as required by Subchapter B, to the Procurement and Contract Operations Director, Office of the Attorney General, P.O. Box 12548 (Mail Code 028) Austin, Texas 78711-2548. The notice will specifically state that the provisions of Chapter 2260, Subchapter B, are being invoked. A copy of the notice will also be given to all other representatives of the Parties otherwise entitled to the notice. Compliance with Subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C, of the Texas Government Code.

8.11.1 The contested case process provided in Chapter 2260, Subchapter C, of the Texas Government Code is the sole and exclusive process for seeking a remedy for any and all alleged breaches of Contract by the OAG if the Parties are unable to resolve their disputes under the negotiation process.

8.11.2 Compliance with the contested case process is a condition precedent to seeking consent to sue from the Legislature under [Chapter 107 of the Texas Civil Practices and Remedies Code](#). Neither the execution of the Contract by the OAG nor any other conduct of any representative of the OAG relating to the Contract shall be considered a waiver of sovereign immunity to suit.

8.11.3 The submission, processing, and resolution of a claim for breach of Contract is governed by the published rules adopted by the OAG pursuant to Chapter 2260, as currently effective, hereafter enacted, or subsequently amended.

8.11.4 Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the Contractor, in whole or in part.

8.12 Business Continuity and/or Disaster Recovery Requirements

8.12.1 **Business Continuity/Disaster Recovery Plan Review**

The Respondent shall provide a response to *Form J, Business Continuity/Disaster Recovery Questionnaire*. The Respondent may submit a current BC/DR Plan(s) relevant to the work described in this RFP to supplement *Form J, Business Continuity/Disaster Recovery Questionnaire*.

8.12.2 Business Continuity and/or Disaster Recovery Plan

- 8.12.2.1 The Contractor shall submit a current BC/DR Plan within thirty (30) calendar days of award that includes a detailed recovery plan for all parts of its operations (automated and otherwise) related to the services of the Contract (corporate level or generalized BC/DR Plan cannot be substituted).
- 8.12.2.2 The Contractor's BC/DR Plan must include detailed, step-by-step technical procedures for recovery of all Contractor's information systems and resumption of all business processes that are required to meet contracted responsibilities.
- 8.12.2.3 The Contractor agrees that its BC/DR Plan shall conform to any requirements imposed upon the OAG by the State of Texas or the Federal government. See [Section 8.12.2.4](#) for current Texas requirements. Any change in State or Federal requirements may require a change to the requirements outlined in this section.
- 8.12.2.4 Current State of Texas requirements are listed in Texas Administrative Code, Title 1 – Administration, Part 10 – Department of Information Resources, Chapter 202 – Information Security Standards, and can be accessed at the following website:
[http://texreg.sos.state.tx.us/public/readtac\\$ext.ViewTAC?tac_view=4&ti=1&pt=10&ch=202](http://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=4&ti=1&pt=10&ch=202).
- 8.12.2.5 The BC/DR Plan will include a contingency plan to avoid disruption of service due to any third-party or subsidiary performance deficiencies, labor problems, and any other event that could reasonably be foreseen to result in a disruption of services in the Contract.
- 8.12.2.6 The Contractor shall designate a fully experienced business continuity practitioner to manage requirements stated in this section.

8.12.3 Supplemental, Contract-specific BC/DR Plan

- 8.12.3.1 The Contractor shall develop a supplemental Contract-specific BC/DR Plan.
- 8.12.3.2 The Contractor's supplemental, Contract-specific BC/DR Plan shall address communication and interdependencies (especially automated systems) between the OAG, other applicable OAG contractors, and the Contractor as it pertains to the Contractor's recovery efforts.
- 8.12.3.3 The OAG Business Continuity Coordinator or designee and the OAG Contract Manager will be available for consultation during the development of the supplemental, Contract-specific BC/DR Plan. In accordance with the time frame in the implementation plan, the Contractor shall submit the supplemental BC/DR Plan to the OAG Contract Manager and the OAG Business Continuity Coordinator for written approval.

8.12.4 Testing, Exercising and Updating the Business Continuity Plan

- 8.12.4.1 The Contractor shall coordinate with the OAG in designing and performing a test exercise of the recovery procedures on an annual basis and provide a written result of the exercise to the OAG Business Continuity Coordinator or designee. This must be in the form of a detailed written report that includes itemized details of every testing activity and results.
- 8.12.4.2 The Contractor shall notify the OAG Business Continuity Coordinator or designee, in writing, at least ninety (90) calendar days prior to the planned exercise date. OAG approval is required in order to proceed.
- 8.12.4.3 The annual exercise must follow the logical business flow and include all processes normally conducted during daily operations.
- 8.12.4.4 If the BC/DR Plan exercise is not successful (meaning the Contractor is unable to bring up all Contractor's information systems and business processes for contracted user access within agreed-upon timeframes, the Contractor shall reschedule and execute a second exercise within three (3) calendar months of the failed exercise or otherwise agreed upon time frame of the unsuccessful exercise.
- 8.12.4.5 The Contractor shall coordinate with the OAG to conduct and analyze the results of the exercise. The OAG reserves the right to send an observer to each test, with all associated travel and per diem costs of OAG observers paid by the OAG.
- 8.12.4.6 The Contractor shall incorporate results (lessons learned) from the exercises into the BC/DR Plan and the supplemental, Contract-specific Plan, as appropriate, within three (3) calendar months following a successful test and provide the BC/DR Plan(s) to the OAG Contract Manager and the OAG Business Continuity Coordinator. A memo will accompany the submittal

of the revised plan, listing each lesson learned and the page number and paragraph where the lesson was incorporated into the revised plan(s).

8.12.4.7 As refinements and extensions of the initial development, design, architecture, technical, data usage, service levels, user interfaces, security, system, administration, and implementation requirements are made and implemented, the changes will be incorporated into the Contractor's BC/DR Plan and the supplemental, Contract-specific Plan, as appropriate, by the Contractor proactively and in a timely manner without the need to amend this business continuity section.

8.12.5 **Risk Analysis**

8.12.5.1 Upon request by the OAG, the Contractor shall submit to a risk analysis evaluation of BC/DR and adherence to State and Federal rules and allow Key Staff to be available to complete a risk analysis questionnaire. The OAG will schedule time, in advance, for the Contractor's staff to participate in the risk analysis questionnaire.

8.12.5.2 Based on the risk analysis evaluation, the Contractor and the OAG will collaborate to implement any resulting recommendations from the OAG in order to lower facility and/or system risk levels, unless the Contractor can fully demonstrate why such recommendations are not applicable or beneficial. The final determination of whether such recommendations are not applicable or beneficial will be made by the OAG in its sole discretion.

8.12.6 **Outage Incidents and Disaster Declarations**

8.12.6.1 Upon the occurrence of an outage incident, the Contractor shall immediately contact and coordinate with the OAG Contract Manager and the OAG Business Continuity Coordinator or designee. An outage incident is any inability to operate information systems or business processes in accordance with the Contract.

8.12.6.2 If there is a disaster declaration, the Contractor and/or the OAG will implement the supplemental, Contract-specific BC/DR Plan as appropriate.

8.12.6.3 The Contractor must bring up all Contractor's information systems and business processes for user access within the agreed upon recovery time objective as listed in the supplemental, Contract-specific BC/DR Plan.

9 BACKGROUND REVIEWS

By entering into the Contract, the Contractor certifies that it shall perform a background review, to include criminal history record information, of all Contractor Agents before allowing a Contractor Agent to access OAG Protected Data and SAVNS Data or work in an OAG facility. Such background review will not occur any earlier than six (6) months prior to the Contractor Agent accessing OAG Protected Data and SAVNS Data or working in an OAG facility. No Contractor Agent who has been convicted of a felony for crimes involving violence, child abuse or neglect, sexual offenses, theft, or fraud, or is a registered sex offender may access OAG Protected Data and SAVNS Data or work in an OAG facility.

Within ten (10) Business Days of award, the Contractor (unless directed otherwise in Controlled Correspondence) will provide the OAG with a list of all Contractor Agents who will be accessing OAG Protected Data and SAVNS Data or working in an OAG facility. The list will contain the following information:

- Name (including any other names used)
- Day-time phone number
- Responsibilities under the Contract
- Date of birth
- Driver's License number
- Social Security number
- Criminal Offense convictions, if known by the Contractor and if the Contractor is not prohibited from disclosing the criminal offense convictions to the OAG

The Contractor shall provide an updated list to the OAG whenever a new Contractor Agent is assigned to access OAG Protected Data and SAVNS Data or work in an OAG facility. The Contractor shall notify the

OAG whenever a Contractor Agent is to assume a new responsibility with regard to accessing OAG Protected Data and SAVNS Data or working in an OAG facility.

No Contractor Agent shall access OAG Protected Data and SAVNS Data or work in an OAG facility or assume new responsibilities regarding same without prior written consent from the OAG through Controlled Correspondence.

The Contractor must require all Contractor Agents to notify the Contractor of any arrest (to include the date of arrest, arresting entity, and charges) at the earliest possible opportunity but no later than the end of the first Business Day following an arrest. Within one (1) Business Day of an arrest notification, the Contractor shall notify the OAG of the arrest. The Contractor must also require any Contractor Agent who has been arrested to provide an official offense report to the Contractor as soon as possible but no later than thirty (30) calendar days from the date of the arrest. Within one (1) Business Day of receipt of the report, the Contractor shall provide the OAG with a copy of the offense report.

10 INVOICING

The OAG shall not be liable for any services rendered or obligations incurred on behalf of the OAG by the Contractor before execution of the Contract.

All payments will be made in accordance with the Texas Prompt Payment Act ([Texas Government Code, Chapter 2251](#)).

10.1 Submitting Invoices

The Contractor shall invoice Participating Entities based on the terms and agreed-upon cost rates in the Participating Entities Services Agreements.

Each invoice must include the following information:

- OAG Contract Number
- Purchase Order Number
- Contractor's:
 - Name
 - Tax Identification Number
 - Address
 - Contact Phone Number
 - Description of goods delivered or services provided

10.1.1 Payments for Services Rendered

The Parties stipulate and agree that OAG is the statutory party charged with administering and providing grant funds to Participating Entities on a reimbursement basis for the Participating Entity services rendered by the Contractor. Accordingly, OAG shall not be directly responsible for any payment to Contractor for Participating Entity services provided to a Participating Entity. All payments for such Participating Entity services shall be made by the Participating Entities in accordance with Form B Pricing and pursuant to the terms of this Contract.

10.1.2 Recurring Fees

The Parties stipulate and agree that the Participating Entities' total amounts owed to Contractor in consideration of full, satisfactory performance of all Contractor's duties, services and obligations as set forth in this Contract, shall be billed on a recurring bi-annual basis, in accordance with Form B Pricing, and not to exceed the Bi-Annual Fee per calendar year.

10.1.3 Invoicing

The Participating Entity services for the Project shall be performed for the Bi-Annual Fee, which will be billed and invoiced in accordance with Form B Pricing and pursuant to the terms of this Contract and the RFP. Invoices will contain all pertinent information such as this Contract number, the dates of Services rendered, and any outages or performance issues as identified in Section 8.1 of this Contract.

10.1.4 Invoice Submission

Prior to authorizing payment to Contractor, the Participating Entities shall evaluate Contractor's performance using the performance standards set forth in the RFP. Contractor shall provide invoices for Participating Entity services no later than the 15th day following the end of the prior billing quarter in which the Participating Entity services are rendered. No payment whatsoever shall be made under this Contract without the prior submission of detailed, correct invoices. By submission of the invoices, Contractor warrants the following: (1) its invoices have been carefully reviewed to ensure that all invoiced services have been performed or delivered; (2) that the Participating Entity services have been performed in compliance with all terms of the Contract and Incorporated Documents; and (3) all relevant performance and Deliverables associated with such invoice have been successfully completed, accepted and all supporting documentation is attached. Upon the request of a Participating Entity, Contractor agrees to submit any additional documentation or explanation the Participating Entity may reasonably require. Subject to the foregoing, Participating Entities must make all payments in accordance with the Texas Prompt Payment Act.

10.1.5 Appropriated Funds

Payments under this Contract are subject to the availability of appropriated funds. Whereas OAG provides grant dollars to the Participating Entities as a reimbursement of the Bi-Annual Fees due hereunder, Contractor acknowledges and agrees that payments for Participating Entity services provided under this Contract are contingent upon OAG's receipt of funds appropriated by the Texas Legislature.

10.2 Invoice Review

The Participating Entities will review each invoice for Contract compliance and completeness. If the Participating Entity determines that an invoice is not acceptable under the provisions of the Contract or is otherwise incomplete, the Contractor shall correct any deficiencies before the Participating Entity shall process the invoice for payment.

Notwithstanding the foregoing, the Contractor shall provide information and/or documentation related to the invoices sent to the various Participating Entities, as the OAG may reasonably require. The Contractor shall respond to an OAG request for all such information and/or documentation to support payment within five (5) calendar days of receipt.

In instances where service(s) is/are interrupted more than 24 hours to individual Participating Entities or to the Statewide system and the interruption is not due to county action or error, grant funds provided by OAG to the Participating Entities, and payments due to the Contractor under the Participating Entities Services Agreements, will be reduced or adjusted accordingly.

10.3 Billing at Contract Termination or Conclusion

Upon termination of the Contract for any reason or conclusion of the Contract, and in the event remedies are pending or quality assurance measures are not complete, the Contractor shall allow the OAG sufficient time to finalize all quality control issues. After all quality assurance issues have been resolved, the OAG shall notify the Contractor to invoice the OAG for any outstanding balance(s) incurred.

11 AWARD

The OAG may award Contracts to Respondents that offer the best value to the State and are in the State's best interest, as determined using the evaluation factors described in this section.

An award may be made with or without:

1. Requesting clarifications of the Responses
2. Allowing modifications of the Responses
3. Discussing and/or negotiating the Responses with any of the Respondents
4. Requesting a BAFO

The OAG will review and score the Response against the following three (3) criteria to determine which Response offers the best value and is in the best interest of the State. The OAG will evaluate the Response against the following criteria and assign a grand total score for each Response based on a scale of 100% using the following percentages:

- Company Qualifications 40%

- Solution 40%
- Pricing 20%

12 CONTRACT DOCUMENTS

The Contract shall consist of the following documents, which are listed in the order of priority that will be given in the event of a conflict between the documents:

1. The OAG Contract;
2. The provisions in this RFP, including its exhibits, attachments, forms, service agreement, and any Addenda; and
3. The Contractor's Response

The OAG may issue a Best and Final Offer Request (BAFO) for the RFP in its entirety or request a partial BAFO. If the OAG issues a request for a BAFO for the entire RFP, the BAFO request will supersede this entire RFP, and the Contractor's BAFO Response will supersede its entire Response. If a partial BAFO is requested, then any components of the RFP modified during the BAFO and included in a BAFO request will supersede the same components included in the RFP. Equally, any components of the Contractor's Response modified during the BAFO and included in a BAFO Response shall supersede the same components included in the Contractor's original Response.

No prior agreement or understanding, oral or otherwise, of the Parties or their agents will be valid or enforceable unless embodied in the applicable documents listed above.

The OAG may agree to amend or reject all or any part of such agreements if doing so would be in the State's and the OAG's best interest. The OAG will not sign form contracts. The OAG will not be bound by any Respondent's request for limitation of liability language.

13 PUBLIC INFORMATION ACT

As a state agency, the OAG will strictly adhere to the requirements of (a) [Chapter 441, Subchapter L of the Texas Government Code](#) regarding the preservation, management, and retention of state records and (b) [Chapter 552 of the Texas Government Code](#) (the Texas Public Information Act) regarding the disclosure of public information. As a result, by participating in this solicitation process the Respondent acknowledges that all information, documentation and other materials submitted in response to this RFP may (a) constitute state records for the purposes of Chapter 441, Subchapter L of the Texas Government Code and (b) be subject to public disclosure under the Texas Public Information Act.

The OAG is without authority to agree that any information submitted will not be subject to disclosure. Disclosure is governed by the Texas Public Information Act (the "Act"). Under the Act all information held by governmental bodies is open to public disclosure unless it falls within one (1) of the Act's specific exceptions to disclosure. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this process and to take precautions to safeguard trade secrets and other proprietary information. The OAG will have no liability to the Respondent or any other person or entity for disclosing information in accordance with the Texas Public Information Act.

If it is necessary for a Respondent to include proprietary or otherwise confidential information in its Response, that proprietary or otherwise confidential information, documentation, or material must be clearly identified on each page upon which it appears and with written notice (in a table format as shown below) identifying the specific exception(s) to disclosure under the Act that the Respondent claims is/are applicable to such information, documentation, or material. Subchapter C of the Act sets forth the Act's exceptions to the required disclosure of information. Please note that claiming a disclosure exception for provided information does not automatically render such information confidential. Further, merely making a blanket claim that all of the submitted information is protected from disclosure because it contains some proprietary information is not acceptable and will not render the entire submission confidential. Any information which is not clearly identified as proprietary or confidential will be deemed to be subject to disclosure pursuant to the Act.

The Respondent will indicate, in a format similar to that of [Table 15: Public Information Exceptions](#), which portions of their Response, by page number and/or section number, the Respondent believes would be excepted from disclosure.

Table 15: Public Information Exceptions

Page Number, Section Number	Exception

In the event that the OAG receives a request under the Act for a copy of any information, documentation, or other material for which an exception to required disclosure under the Act is claimed, the OAG will undertake its best efforts to provide the Respondent with notice of the request for release of provided information and afford the Respondent the opportunity to brief the facts that bring the information under the applicable exceptions of the Act.

The Respondent will submit the brief to the Open Records Division of the OAG. The Open Records Division is the division within the OAG that governmental bodies (including divisions of the OAG) seeking to withhold information under the Public Information Act must apply to for a decision on whether the information is excepted from disclosure. It is not possible to obtain a decision prior to a request for public disclosure being made since the Open Records Division does not render advisory opinions.

The OAG shall not have the obligation or duty to advocate the confidentiality of the Respondent's material to the Open Records Division of the OAG or to any other person or entity. It is the Respondent's sole obligation to advocate the confidential or proprietary nature of any information it provides in its Response, and the Respondent acknowledges that the Open Records Division of the OAG may determine that all or part of any claimed confidential or proprietary information should be disclosed.

As provided for in the Texas Public Information Act, upon request from a member of the Legislature when needed for legislative purposes, the OAG may release the Respondent's entire Response, including alleged confidential or proprietary information. Should the OAG award this solicitation to the Respondent, these provisions survive termination of the Contract.

Additionally, so that the OAG may contact the Respondent concerning any public information requests it receives, the Respondent will provide contact information to the OAG, including a phone number and email address for the named individual responsible for responding to such inquiries. For more information on the Public Information Act's processes and procedures, refer to [Chapter 552, Texas Government Code](#).

14 INFORMATION PROTECTION PROVISIONS

14.1 General

14.1.1 **Survival of Provisions**

OAG rights and privileges applicable to OAG Protected Data and SAVNS Data shall survive expiration or any termination of this Contract and shall be perpetual.

As an exception to the foregoing perpetual survival, if certain OAG Protected Data and SAVNS Data become publicly known and made generally available through no action or inaction of the Contractor, then the Contractor may use such publicly known OAG Protected Data and SAVNS Data to the same extent as any other member of the public.

14.1.1.1 If any term or provision of this Contract, including these Information Protection Provisions, shall be found to be illegal or unenforceable, it shall be deemed independent and divisible, and notwithstanding such illegality or unenforceability, all other terms or provisions in this Contract, including these Information Protection Provisions, shall remain in full force and effect and such term or provision shall be deemed to be deleted.

14.1.2 **Applicability**

14.1.2.1 **References within the Information Protection Provisions**

- 14.1.2.1.1 All references to “OAG” shall mean the Office of the Attorney General.
- 14.1.2.1.2 All references to “OAG CISO” shall mean the Office of the Attorney General Chief Information Security Officer.
- 14.1.2.1.3 All references to “Contractor” shall mean Successful Respondent.
- 14.1.2.1.4 All references to “Contractor’s Agents” shall mean Contractor’s officials, employees, agents, consultants, Subcontractors, and representatives, and all other persons that perform Contract Services on Contractor’s behalf.
- 14.1.2.1.5 All references to “Contract Services” shall include activities within the scope of the executed Contract.
- 14.1.2.1.6 All references to “OAG Protected Data and SAVNS Data” shall have the same meaning as that term within the Definitions section of this RFP.
- 14.1.2.1.7 All references to “OAG Customers” shall mean any person or entity that delivers, receives, accesses, or uses OAG Protected Data and SAVNS Data. The term "Security Incident" means an occurrence or event where the confidentiality, integrity or availability of OAG Protected Data and SAVNS Data may have been compromised and includes, without limitation, a failure by Contractor to perform its obligations under Sections [14.2 Data Security](#) and [14.3 Physical and System Security](#).

14.1.3 Inclusion in all Subcontracts

The requirements of these Information Protection Provisions shall be included in, and apply to, all subcontracts and any agreements Contractor has with anyone performing Contract Services on Contractor’s behalf.

14.1.4 Third Parties

This Contract is between Contractor and the OAG and is not intended to create any independent cause of action by any third-party, individual, or entity against OAG or Contractor.

14.1.5 Termination for Non-Compliance

In the event that either the Contractor or Contractor’s Agents fail to comply with any of the Information Protection Provisions, OAG may exercise any remedy, including immediate termination of this Contract.

14.1.6 Personnel Briefings, Training, and Acknowledgments

- 14.1.6.1 The Contractor shall ensure that all persons having access to data obtained from OAG Systems are thoroughly briefed on related security procedures, restricted usage, and instructions requiring their awareness and compliance. Contractor’s Agents accessing OAG Systems must complete OAG required security training and execute any OAG required security agreements, acknowledgments, or certifications. The OAG Contract Manager shall provide direction to the Contractor regarding the acquiring of any necessary access, completion of required security training and execution of required security agreements, acknowledgments, and certifications.
- 14.1.6.2 The Contractor shall provide annual reorientation sessions and all of the Contractor’s Agents that perform or are assigned to perform Contract Services shall re-execute, and/or renew their acceptance of all applicable security documents to ensure that they remain current regarding all applicable security requirements.

14.1.7 Key Person Dependence or Collusion

The Contractor shall protect against any key-person dependence or collusion by enforcing policies of separation of duties, restricted job responsibilities, audit logging, and job rotation.

14.2 Data Security

14.2.1 Rights in OAG Protected Data and SAVNS Data

The Contractor and the Contractor's Agents possess no special right to access, use, or disclose OAG Protected Data and SAVNS Data as a result of the Contractor's contractual or fiduciary relationship with the OAG. As between the OAG and the Contractor, all OAG Protected Data and SAVNS Data shall be considered the property of the OAG and shall be deemed confidential. The Contractor hereby irrevocably assigns, transfers and conveys, and shall cause the Contractor’s Agents to irrevocably assign, transfer and convey to the OAG without further consideration all of

its and their right, title, and interest to OAG Protected Data and SAVNS Data. Upon request by the OAG, the Contractor shall execute and deliver and shall cause the Contractor's Agents to execute and deliver to the OAG any documents that may be necessary or desirable under any law to preserve or enable the OAG to enforce its rights with respect to OAG Protected Data and SAVNS Data.

14.2.2 Use of OAG Protected Data and SAVNS Data

OAG Protected Data and SAVNS Data have been, or will be, provided to the Contractor and the Contractor's Agents solely for use in connection with providing Contract Services. Re-use of OAG Protected Data and SAVNS Data in any form is not permitted. The Contractor agrees that it will not access, use, or disclose OAG Protected Data and SAVNS Data for any purpose not necessary for the performance of its duties under this Contract. Without the OAG's approval (in its sole discretion), neither the Contractor nor the Contractor's Agents shall: (i) use OAG Protected Data and SAVNS Data other than in connection with providing the Contract Services; (ii) disclose, sell, assign, lease, or otherwise provide OAG Protected Data and SAVNS Data to third-parties, including any local, state, or federal legislative body; (iii) commercially exploit OAG Protected Data and SAVNS Data or allow OAG Protected Data and SAVNS Data to be commercially exploited; or (iv) create, distribute, or use any electronic or hard copy mailing list of OAG Customers.

In the event of any unauthorized disclosure or loss of OAG Protected Data and SAVNS Data, the Contractor shall immediately comply with the Notice subsection ([14.5.2](#)) of the Security Incidents subsection set forth below. The Contractor or the Contractor's Agents may, however, disclose OAG Protected Data and SAVNS Data to the extent required by law or by order of a court or governmental agency; provided that the Contractor shall give the OAG, and shall cause the Contractor's Agents to give the OAG, notice as soon as it or they are aware of the requirement; and use its or their best efforts to cooperate with the OAG if the OAG wishes to obtain a protective order or otherwise protect the confidentiality of such OAG Protected Data and SAVNS Data. The OAG reserves the right to obtain a protective order or otherwise protect the confidentiality of OAG Protected Data and SAVNS Data.

14.2.3 Protection of OAG Data and SAVNS Data

The Contractor shall engage in a continuous cycle of process improvement and vigilance to assess risks, monitor and test security protection, and implement change to protect OAG Protected Data and SAVNS Data. The Contractor agrees to perform such continuous process improvement and to upgrade its security protection during the term of this Contract.

14.2.4 Statutory, Regulatory and Policy Compliance

Contractor agrees to comply with all OAG policies, standards and requirements, state and federal statutes, rules, regulations, and standards regarding the protection and confidentiality of OAG Protected Data and SAVNS Data, for which it has received notice, as currently effective, subsequently enacted or as may be amended. The existing requirements that are applicable to Contractor's obligations under this Contract are included in this Contract.

14.2.5 Data Retention and Destruction

Within 180 calendar days of Contract award, the Contractor and the OAG shall develop a mutually agreed upon detailed schedule for the retention and possible destruction of OAG Protected Data and SAVNS Data. The schedule will be based upon the Contract Services being performed and the Contractor's limited authorization to access, use and disclose OAG Protected Data and SAVNS Data. The Contractor shall retain all OAG Protected Data and SAVNS Data until such schedule is developed. Subsequent to developing and agreeing upon that schedule, the Contractor shall:

- Retain and destroy OAG Protected Data and SAVNS Data in accordance with the detailed schedule for its retention and destruction (according to data sanitization standards).
- Destroy or purge OAG Protected Data and SAVNS Data in a manner consistent with state policy and federal regulations for destruction of private or confidential data and in such a way so that the Data are unusable and irrecoverable.
- Destroy all hard copy OAG Protected Data and SAVNS Data by shredding to effect 5/16-inch-wide or smaller strips and then either incinerating or pulping the shredded material.

14.2.5.1 Within five (5) calendar days (excluding weekends and federal holidays) of destruction or purging, provide the OAG with a completed *Certificate of Destruction for Contractors and Vendors*, a copy of which is attached hereto and included herein as Attachment B.

In the event of Contract expiration or termination for any reason, the Contractor and the Contractor's Agents shall completely purge all OAG Protected Data and SAVNS Data from the information systems of the Contractor and the Contractor's Agents and no OAG Protected Data and SAVNS Data will be retained by the Contractor. All hard-copy OAG Protected Data and SAVNS Data shall be destroyed, in accordance with the detailed retention schedule agreed to by the Contractor and the OAG under [Section 14.2.5. Data Retention and Destruction](#). If immediate purging of all data storage components is not possible, the Contractor agrees that any OAG Protected Data and SAVNS Data remaining in any storage component will be protected to prevent unauthorized disclosures.

Within twenty (20) Business Days of Contract expiration or termination, the Contractor shall provide the OAG with a signed statement detailing the nature of OAG Protected Data and SAVNS Data retained, type of storage media, physical location(s) and any planned destruction date.

In its sole discretion, the OAG may waive notification requirements or request reasonable changes to the detailed schedule for the retention and destruction of OAG Protected Data and SAVNS Data.

14.2.6 **Requests to Contractor for Confidential or Public Information**

The Contractor and the Contractor's Agents expressly do not have any actual or implied authority to determine whether any OAG Protected Data and SAVNS Data are public or exempted from disclosure. Texas Government Code Chapter 552 defines the exclusive mechanism for determining whether OAG Protected Data and SAVNS Data are subject to public disclosure. The Contractor is not authorized to respond to public information requests on behalf of the OAG.

The Contractor will direct all requestors for information to the Public Information Coordinator's office. The requestor must deliver requests for public information by one of the following methods:

- By mail specifically addressed to
Office of the Attorney General
Public Information Coordinator's Office – Mail Code 070
P.O. Box 12039
Austin, TX 78711
- By e-mail to publicrecords@oag.texas.gov
- By facsimile to (512) 494-8017
- By hand delivery during normal Business Hours to the Public Information Coordinator's Office at 209 W. 14th Street, Austin, Texas 78701
- By electronic submission through the OAG's Public Information Request Center at publicrecords@oag.texas.gov

14.3 Physical and System Security

14.3.1 **General/Administrative Protections**

At all times Contractor shall be fully responsible to OAG for the security of the storage, processing, compilation, or transmission of all OAG Protected Data and SAVNS Data to which it has access, and of all equipment, storage facilities, and transmission facilities on which or for which such OAG Protected Data and SAVNS Data are stored, processed, compiled, or transmitted.

14.3.1.1 **Access Protection Lists**

The Contractor (and Contractor's Agents) shall develop and implement internal protection systems, including information security access lists and physical security access lists (the "access protection lists"), designed to protect OAG Protected Data and SAVNS Data in accordance with applicable law and the provisions for Data Security, Physical Security, and Logical/Information System Protections contained in this Contract. The access protection lists shall document the name and other identifying data for any individual authorized to access, use, or disclose OAG Protected Data and SAVNS Data, as well as any special conditions and limitations applicable to each authorization.

- 14.3.1.1.1 The Contractor shall remove individuals from or change the access rights of individuals on the applicable access protection lists immediately upon such individual no longer requiring certain access. At least monthly, the Contractor shall review and update its access protection lists and ensure that the access protection lists accurately reflect the individuals and their access level currently authorized. At least monthly, the Contractor shall report the results of these reviews and access changes to the OAG Contract Manager.
- 14.3.1.1.2 The OAG shall have the right to review the Contractor's internal protection systems and access protection lists for all areas of the work site(s). The OAG may, with or without cause, and without cost or liability, revoke or deny any or all authorizations of individuals performing services under this Contract. If any authorization is revoked or denied by OAG, then Contractor shall immediately use its best efforts to assist the OAG in preventing access, use, or disclosure of OAG Protected Data and SAVNS Data and the Contractor shall be given notice of the denial.
- 14.3.1.1.3 OAG, in its sole discretion and without consulting Contractor, may immediately terminate OAG system access for anyone performing services under this Contract.
- 14.3.1.1.4 The Contractor shall immediately notify the OAG Contract Manager when any person the Contractor authorized to access the OAG systems is no longer authorized to have such access. This notice includes re-assigned or terminated individuals.
- 14.3.1.1.5 The Contractor's physical access security and logical access security systems must track and log all access attempts and failures. The access security systems must produce access logs on request. These logs must identify all access failures and breaches. Notwithstanding anything to the contrary in this Contract, the physical access and logical access security systems logs for any particular calendar year must be retained for a period of seven (7) calendar years after the last calendar day of the calendar year in which they were created. Thus, a log created on January 1, 2017, may be disposed of with all other systems access logs created in 2017 on January 1, 2025. All physical access and logical access security systems logs must be stored to electronic media. Any stored log must be produced for viewing access and copying upon request of the OAG within five (5) Business Days of the request.
- 14.3.1.1.6 The Contractor shall maintain appropriate audit trails to provide accountability for use and updates to OAG Protected Data and SAVNS Data, charges, procedures, and performances. Audit trails maintained by Contractor shall, at a minimum, identify the supporting documentation prepared by Contractor to permit an audit of the system by tracing the activities of individuals through the system. Contractor's automated systems must provide the means whereby authorized personnel have the ability to audit and to verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of OAG Protected Data and SAVNS Data. Contractor agrees that Contractor's failure to maintain adequate audit trails and corresponding documentation shall create a presumption that the services or performances were not performed.

14.3.2 Prohibition on AI Training and Automated Processing

The Contractor is expressly prohibited from using OAG Data, directly or indirectly, for the purpose of training, developing, or enhancing any artificial intelligence (AI) models, machine learning algorithms, automated decision-making systems, or similar technologies without the express prior written consent of the OAG. This prohibition extends to any AI-related data processing by the Contractor or any third party.

14.3.3 Vulnerability Scans

The Contractor shall perform vulnerability scans on Contractor applications that receive, process, store, transmit, access or protect sensitive OAG Protected Data and SAVNS Data. These scans shall be performed on both the Application and/or Operating System (OS) on at least a quarterly basis. In addition, the Contractor shall perform scans for any major system change in the application, OS, or server to identify any potential vulnerabilities that are introduced with the release of new software or hardware.

The Contractor shall provide a report to the OAG Contract Manager within two (2) Business Days after the scan has been performed. To track all previous and/or new security vulnerabilities that may exist within a system, a Plan of Action and Milestones spreadsheet shall be utilized for each system/application. This spreadsheet will be a means for both the OAG and the Contractor to track the status of previous and newly discovered security vulnerabilities with the details of the steps taken to completion.

14.3.3.1 Remediation of critical and high vulnerabilities is required within thirty (30) calendar days unless the effort can be shown to be problematic. Remediation of medium vulnerabilities are on a case-by-case basis agreed to by the parties within sixty (60) calendar days. Remediations of low vulnerabilities is not required.

14.3.4 **Physical Security**

The computer site and related infrastructures (e.g. information system servers, protected interface equipment, associated peripherals, communications equipment, wire closets, patch panels, etc.) must have physical security that at all times protects OAG Protected Data and SAVNS Data against any unauthorized access to, or routine viewing of, computer devices, access devices, and printed and stored data.

14.3.4.1 Data accessed shall always be maintained in a secure environment (with limited access by authorized personnel both during work and non-work hours) using devices and methods such as, but not limited to, alarm systems, locked containers of various types, fireproof safes, restricted areas, locked rooms, locked buildings, identification systems, guards, or other devices reasonably expected to prevent loss or unauthorized removal of manually held data. The Contractor shall also protect against unauthorized use of passwords, keys, combinations, access logs, and badges.

14.3.4.2 The Contractor agrees that the systems operation room (which houses network equipment, servers and other centralized processing hardware) shall be accessible only by authorized IT personnel or executive management

14.3.4.3 In situations such as remote terminals, or office work sites where all the requirements of a secure area with restricted access cannot be maintained, the equipment shall receive the highest level of protection. This protection must include (where communication is through an external, non-organization-controlled network [e.g., the Internet]) multifactor authentication that is compliant with [NIST SP 800-63-3, Digital Identity Guidelines](#).

14.3.4.4 The Contractor shall protect information systems against environmental hazards and provide appropriate environmental protection in facilities containing information systems.

14.3.5 **Logical/Information System Protections**

14.3.5.1 The Contractor shall take all reasonable steps to ensure the logical security of all information systems used in the performance of this Contract, including:

- Independent oversight of systems administrators and programmers
- Restriction of user, operator, and administrator accounts in accordance with job duties
- Authentication of users to the operating system and application software programs
- Adherence to OAG-approved access methods, and the protection and use of unique identifiers such as user identifications and passwords
- Establishment of an authorization process for user access and privileges; any access not granted is prohibited
- Maintenance of Access Protection Lists that details the rights and privileges with respect to each such user
- Audit trails for user account adds, deletes, and changes, as well as access attempts and updates to individual data records
- Protection to prevent unauthorized processing in or changes to software, systems, and OAG Protected Data and SAVNS Data in the production environment.

The Contractor shall implement protection for the prevention, detection and correction of processing failure or deliberate or accidental acts that may threaten the confidentiality, availability, or integrity of OAG Protected Data and SAVNS Data.

14.3.5.2 The Contractor shall implement counter-protection against malicious software on the Contractor's internal systems used in Contract performance.

14.3.5.3 The Contractor shall ensure that relevant Security Incidents are identified, monitored, analyzed, and addressed.

14.3.5.4 The Contractor shall apply a high-level of protection toward hardening all security and critical server communications platforms and ensure that operating system versions are kept current.

14.3.5.5 The Contractor shall adhere to mutually agreed upon procedures for authorizing hardware and software changes, and for evaluation of their security impact.

14.3.5.6 The Contractor shall institute a process that provides for immediate revocation of a user's access rights and the termination of the connection between systems, if warranted by the nature of any Security Incident.

14.3.6 **Security Control Assessment**

The Contractor will engage a third-party or independently complete an annual security assessment and produce a report. The Contractor will provide the annual assessment report to the OAG.

The Contractor will engage a third-party to conduct an annual SOC 2 Assessment and produce a report. The Contractor will provide the annual audit report to the OAG.

14.3.7 **Cloud-Based Solutions**

TX-RAMP certification is required for Cloud-based solutions. Current TX-RAMP certification requirements can be found at [Texas Risk and Authorization Management Program \(TX-RAMP\)](#), Texas Department of Information Resources.

Cloud-based solutions proposed by the Contractor must be FedRAMP authorized. TX-RAMP certification is also required for cloud-based solutions and will be granted for cloud-based solutions that have achieved a FedRAMP authorization.

14.3.8 **Encryption**

OAG Protected Data and SAVNS Data must be encrypted while at rest on any media (e.g., USB drives, laptops, workstations, and server hard drives), in transmission and during transport (i.e., the physical moving of media containing OAG Protected Data and SAVNS Data). OAG Protected Data and SAVNS Data must be encrypted using current FIPS-validated cryptographic modules. The OAG will specify the minimum encryption level necessary. Any change to this minimum encryption level will be communicated in writing to the Contractor by the OAG Contract Manager. The Contractor shall adhere to mutually agreed upon procedures for data transmission.

OAG Protected Data and SAVNS Data are not allowed on mobile/remote/portable storage devices; nor may storage media be removed from the facility used by the Contractor. The Contractor may submit, to the OAG Contract Manager, a written request for an exception to these prohibitions. A granted exception will be communicated in writing to the Contractor by the OAG Contract Manager. If OAG finds it necessary to allow storage media to be removed from a facility used by Contractor, OAG will specify the circumstance(s) under which storage media may be removed. This prohibition does not apply to Contractor Information Systems backup procedure.

14.4 Security Audit

14.4.1 **Right to Audit, Investigate, and Inspect**

Without requiring prior notification, the Contractor and the Contractor's Agents shall permit the OAG or the State Auditor of Texas, to:

- Monitor and observe the operations of, and perform security investigations, audits, and reviews of the operations and records of, the Contractor and the Contractor's Agents.
- Inspect its information system in order to assess security at the operating system, network, and application levels; provided, however, that such assessment shall not interfere with the daily operations of managing and running the system.
- Enter unannounced into the offices and places of business of the Contractor and the Contractor's Agents for a security inspection of the facilities and operations used in the performance of Contract Services. Specific remedial measures may be required in cases where the Contractor or the Contractor's Agents are found to be non-compliant with physical and/or data security protection.

14.4.1.1 Any audit of documents shall be conducted at the Contractor's principal place of business and/or the location(s) of the Contractor's operations during the Contractor's normal business hours and at the OAG's expense. The Contractor shall provide to the OAG and such auditors and inspectors as the OAG may designate in writing, on the Contractor's premises, (or if the audit is being performed of a Contractor's Agent, the Agent's premises, if necessary) space, office furnishings (including lockable cabinets), telephone and facsimile services, at least one (1) workstation connected to each Contractor system subject to the audit, utilities and office-

related equipment and duplicating services as the OAG or such auditors and inspectors may reasonably require to perform the audits.

- 14.4.1.2 The Contractor shall supply to the OAG and the State of Texas any data or reports rendered or available in conjunction with any security audit of the Contractor or the Contractor's Agents if those reports pertain, in whole or in part, to the Contract Services. This obligation shall extend to include any report(s) or other data generated by any security audit conducted up to one (1) year after the date of termination or expiration of the Contract.

14.5 Security Incidents

14.5.1 Response to Security Incidents

The Contractor shall detect and respond to Security Incidents which might occur. The Contractor shall respond to the Security Incident in accordance with the approved and agreed-upon Data Security Plan in Section 7.6.3. The OAG, in its discretion, may withhold 50% of the Contractor's monthly invoices for each month until an OAG-approved incident response plan is in place.

14.5.2 Notice

In the event of an OAG Protected Data and SAVNS Data Security Incident, physical or logical, risk mitigation and notification must be made within 24 hours of the discovery or possible discovery to the OAG CISO and the OAG Contract Manager, by telephone and by electronic mail, of the Security Incident and the initial risk mitigation steps taken.

Within twenty-four (24) hours of the discovery, the Contractor shall conduct a preliminary risk analysis of the Security Incident; commence an investigation into the incident; and provide a written report utilizing Attachment C, *Security Incident Report for Contractors and Vendors* to the OAG CISO, with a copy to the OAG Contract Manager fully disclosing all information relating to the Security Incident and the results of the preliminary risk analysis. This initial report shall include, at a minimum, the nature of the incident (e.g., data loss/corruption/intrusion), cause(s), mitigation efforts, corrective actions, and estimated recovery time.

- 14.5.2.1 Each day thereafter until the investigation is complete, the Contractor shall:

- Provide the OAG CISO, or the OAG CISO's designee, with a daily oral or electronic mail report regarding the investigation status and current risk analysis.
- Confer with the OAG CISO or the OAG CISO's designee, regarding the proper course of the investigation and risk mitigation.

- 14.5.2.2 Whenever daily oral reports are provided, the Contractor shall provide, by close of business each Friday, an electronic mail report detailing the foregoing daily requirements.

14.5.3 Final Report

Within five (5) Business Days of completing the risk analysis and investigation, the Contractor shall submit a written Final Report to the OAG CISO with a copy to the OAG Contract Manager, which shall include:

- A detailed explanation of the cause(s) of the Security Incident.
- A detailed description of the nature of the Security Incident, including, but not limited to, extent of intruder activity (such as files changed, edited or removed; Trojans), and the particular OAG Protected Data and SAVNS Data affected
- A specific cure for the Security Incident and the date by which such cure shall be implemented, or if the cure has been put in place, a certification to the OAG that states the date the Contractor implemented the cure and a description of how the cure protects against the possibility of a recurrence

- 14.5.3.1 If the cure has not been put in place by the time the report is submitted, the Contractor shall, within thirty (30) calendar days after submission of the Final Report, provide a certification to the OAG that states the date the Contractor implemented the cure and a description of how the cure protects against the possibility of a recurrence.

- 14.5.3.2 If the Contractor fails to provide a Final Report and Certification within forty-five (45) calendar days, or as otherwise agreed to, of the Security Incident, the Contractor agrees the OAG may exercise any remedy in equity, provided by law, or identified in the Contract.

14.5.4 **Independent Right to Investigate**

The OAG reserves the right to conduct an independent investigation of any Security Incident, and should the OAG choose to do so, the Contractor shall cooperate fully, making resources, personnel and systems access available.

14.6 Remedial Action

14.6.1 **Remedies Not Exclusive: Injunctive Relief**

- 14.6.1.1 The remedies provided in this section are in addition to, and not exclusive of, all other remedies available within this Contract, or at law or in equity. The OAG's pursuit or non-pursuit of any one remedy for a Security Incident(s) does not constitute a waiver of any other remedy that the OAG may have at law or equity.
- 14.6.1.2 If injunctive or other equitable relief is available, the Contractor agrees that the OAG shall not be required to post bond or other security as a condition of such relief.

14.6.2 **Notice and Compensation to Third Parties**

- 14.6.2.1 In the event of a Security Incident, third-party or individual data may be compromised, and the OAG and the Contractor agree that the actual harm to such third-parties caused by the Security Incident is difficult to estimate.
- 14.6.2.2 Furthermore, the OAG and the Contractor agree that a reasonable forecast of just compensation is for the Contractor to provide to individuals whose personal, confidential or privileged data were compromised or likely compromised as a result of the Security Incident:
- Notification of the event
 - Actual damages sustained by the individual as a result of the Security Incident and any prescribed statutory damages
 - One (1) year of credit monitoring services, at no cost to each such individual, entity, or the OAG
- 14.6.2.3 Subject to OAG review and approval, the Contractor shall provide notice of the Security Incident, with such notice to include:
- A brief description of what happened.
 - A description, to the extent possible, of the types of personal data that were involved in the Security Breach (e.g., full name, SSN, date of birth, home address, account number, etc.)
 - A brief description of what is being done to investigate the breach, mitigate losses, and to protect against any further breaches
 - Contact procedures for those wishing to ask questions or learn additional data, including a toll-free telephone number, website and postal address
 - Provide detailed instructions to take advantage of any credit monitoring or other service the Contractor shall offer
 - Contact information for the Federal Trade Commission website, including specific publications
- 14.6.2.4 Notice of the Security Incident shall comply with [Section 504 of the Rehabilitation Act of 1973](#), with accommodations that may include establishing a Telecommunications Device for the Deaf (TDD) or posting a larger-type notice on the website containing notice. The Contractor and the OAG shall mutually agree on the methodology for providing the notice required in this subsection. Neither Party shall unreasonably withhold such agreement; however, the notice method must comply with the notification requirements of [Section 521.053, Texas Business and Commerce Code](#) (as currently enacted or subsequently amended). The Contractor must also comply with Section 521.053's "consumer reporting agency" notification requirements.
- 14.6.2.5 If the OAG, in its sole discretion, elects to send notice of the Security Incident in lieu of the Contractor sending notice, the Contractor shall reimburse to the OAG all costs associated with preparing and providing notice. If the Contractor does not reimburse such cost within thirty (30) calendar days of request, the OAG shall have the right to collect such cost by offsetting or reducing any future payments owed to Contractor.

14.7 Commencement of Legal Action

The Contractor shall not commence any legal proceeding on the OAG's behalf without the OAG's express written consent.

15 TERMS AND CONDITIONS

NOTE: Additional OAG Terms and Conditions are incorporated herein as Attachment A.



Summary Release Version



STATE OF TEXAS
OFFICE OF THE ATTORNEY GENERAL
RESPONSE TO RFO #302-25-02213

SYLOGIST

1. COMPANY QUALIFICATIONS

2025

Date of Submission
March 7, 2025

Created by
NATHAN BRANSCOME
SENIOR DIRECTOR VSS

Phone: (775) 721-4500
Email : Nathan.branscome@Sylogist.com

Created for
STATE OF TEXAS
OFFICE OF THE ATTORNEY
GENERAL

Phone : (512) 475-4489
Email : roxanne.koltermann@oag.texas.gov

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This PDF Utilizes Bookmarks for rapid navigation and Appendices are included as labeled separate files.

Organizational Summary

SylogistGov, Inc. provides SylogistGov Victim Services Suite (VSS), the next-generation solution designed to transform victim notification and support services for criminal justice organizations. Unlike traditional victim notification systems, SylogistGov VSS goes beyond notifications, offering a comprehensive suite of tools and features tailored specifically to meet the needs of victim assistance programs and criminal justice organizations. SylogistGov VSS supports victim engagement strategies, case management, offender mediation, resource management, event management, grants management, and more through its modular approach.

Sylogist has successfully implemented VSS solutions for the states of Texas, Indiana, South Dakota, Virginia, and Oregon, and is in the planning phases of implementation in two new states in the first quarter of 2025. These implementations have included the replacement of existing victim notification system installations in 4 states. Leveraging this expertise, we are proposing the unification of Victim Notification in Texas under the Texas Department of Criminal Justice Integrated Victim Services System (IVSS). This unification will provide a single point of contact serving victims and interested parties seeking notification, services, and offender updates throughout the full criminal justice cycle, and even providing notification to victims if their tracked offender re-offends.

Sylogist has working partnerships and experience with a growing number of JMS (Jail Management System), OMS (Offender Management Systems), and CMS (Case/Court Management System) vendors, and its flexible API can translate and intake data from nearly any system, either through direct API or batch read interface. Sylogist's integration framework is highly adaptable, accommodating state-specific requirements by allowing rapid reconfiguration of workflows and data mappings. This ensures compatibility with various data schemas and operational processes and makes legislative and regulatory changes easy and affordable to integrate. The platform also provides near-real-time notifications based on custody changes, court events, and other key triggers, with robust validation processes to maintain data accuracy and reduce erroneous alerts.

SylogistGov is confident that we can meet the requirements of the RFP through existing system capabilities, and with limited configuration and customization.

SylogistGov VSS Climbs Above the Rest in Victim Services

While able to meet the capabilities of other systems, SylogistGov VSS brings a host of capabilities that no other commercially available victims notification system provides, including:

- The ability to report any data including charting and analysis and build your own reporting queries, to save the reports for reuse as needed, and to share such reports with others. This reporting capability goes way beyond the simple queries you get now, where you can filter for one or two attributes.
- The ability for a victim to register only once and be provided ongoing notification for an offender/defendant no matter how much time since the last incarceration.

- The ability for victims to specify days on which they do not want to receive non-emergency notifications.
- The ability for victims to specify what methods of notification (e.g., just this email address, just text for this phone number) they wish to receive after hours notifications should one occur.
- The ability for victims to specify what methods of notification should be used for each category of notification.
- The ability for victims to view recent notifications from their portal dashboard and to stop notification calls from their portal account.
- The ability to let victims define their relationship with the offender/defendant.
- The ability to allow local victim/witness staff to proxy register a victim and validate their victim status.
- The ability for victims or their proxies to identify the types of crime involved.
- The ability to provide additional types of notifications to validated victims.
- The ability to manually create a notification concerning one or many offenders/defendants.
- The ability to modify notifications including: the ability to review the text of a notification before sending it, the ability to modify the text of a notification, including all text components, as needed, and the ability to add special text statements that can be injected into specific event notifications.
- The ability to change the re-call schedule for phone calls.
- The ability to specify how many voicemails should be left on a phone number for a notification.
- The ability to allow victims to confirm phone calls without having to remember a PIN code.
- The ability to change the re-call schema if a notification voicemail was provided.
- The ability to stop calling all phones for a victim once a notification is confirmed on one of the phones.
- The ability to determine if the victim received notification some other way when one method fails.
- The ability to track and view every communication with a victim.
- The ability to trace a notification all the way back to the raw data provided by the agency.
- The ability to see all email and text notifications that are returned undeliverable and to see replies to emails and texts.
- The ability to set alert thresholds on the count of each notification event.
- The ability to set wait times for a type of notification
- The ability to specify types of delivery allowed for notification events.
- The ability to add new types of notifications and develop the message text for them.
- The ability to add links, FAQs, news items, downloadable publications, and other content to the portal without vendor assistance.

- The ability for resource providers to apply for inclusion in a provider directory and to manage the provider information.
- The ability to have a portal that is unique to the state/agency, to determine what can or should appear in the portal, to define the presentation of information, and for which new content and features can be added specific to the state/agency.
- The ability to extend the solution and add new features quickly.
- The ability to conduct a spontaneous outreach to victims, providers, or anyone else in the system based on common information (crime type, service provided, etc.)

A Unified Extensible Suite of Services

SylogistGov VSS is a sophisticated suite of modules that can be added on after the original system implementation. Though the installation begins with the Victim Notification product, the Case Management system upon which it is built, and the portal, the system is then extendable with affordable modules that support a variety of victim services and restorative justice capabilities.

The vision for SylogistGov VSS is to provide a single location for victims of crime to access all of their needs from services, to notification, to restorative justice, to compensation and restitution, and more. We want to end the era of victims being required to reach out to numerous agencies and non-profits just to learn and apply for services that that state laws and constitutions entitle them too.

Here are a few highlights of the service modules we provide:

Victim/Offender Dialog:

Amongst the restorative justice practices VOD is one of the most powerful, but also one that comes with significant risks. Our VOD module was developed in partnership with the Texas Department of Criminal Justice, who have set the standard for the field. It provides a safe and controlled environment that prevents excess, unwanted, or accidental contact, and the ability to review and monitor exchanges to ensure that the safety, well-being and rights of all parties are protected.

Victim Compensation and Restitution:

The newest tool in the VSS set is our Victims Compensation System allowing the management of Victims Compensation Claims in addition to restitution and recovery. With an existing victim and offender database, managed safely in state hands, the compensation module can work in concert with the rest of the VSS suite to provide a powerful tool for both managing claims and managing the collection and payout of court ordered restitution.

Case Management:

Though part of the base solution, the inclusion of case management cannot be ignored. Allowing victims services staff to support access to services for victims of crime, collect

important reporting data for state required or federal VOCA reports, and provide a continuous linkage between victims and their advocates, the SylogistGov VSS Case Management system goes far beyond its competitors.

A System that puts Safety, Security, and State Control First

In a time when security breaches are common and data management by external vendors is frequently suspect, Sylogist offers a solution that puts security first, and directly in the hands of the state that owns it. Installed in a FedRAMP/FISMA certified and state-owned Microsoft Government Community Cloud tenant owned by the Texas Department of Criminal Justice, you will have complete visibility and transparency in how your data is handled and where it is stored. Served by SylogistGov VSS, victim and offender data in Texas:

- Will NEVER leave the bounds of state and government owned systems and file stores.
- Will ALWAYS be available, accessible, and under control of State of Texas staff.
- Will NEVER be shared, mined, transferred, used as the basis for other products, or otherwise commodified by Sylogist (unless explicitly directed to by the state).

Prior Implementations

Indiana Department of Correction (IDOC)

IDOC replaced the VINE system due to security, cost, and reliability issues. Sylogist implemented the core of a new notification system in seven weeks, improving customization and service for victims. The system enhanced victim notifications, law enforcement alerts, facility emergency alerts, sex offender registration processes, parole hearing management, and victim outreach efforts. It also set the foundation for expanding justice system capabilities with expansions and enhancements continuing today.

Texas Department of Criminal Justice (TDCJ)

TDCJ replaced VINE with the VSS powered IVSS solution that integrated the Texas Crime Victim Clearinghouse and Victim Offender Mediation Dialogue (VOMD). The Integrated Victim Services System improved data visibility, interoperability, and privacy. It introduced individual and general notifications, allowing for tailored notifications based on victim relationships or requests.

Virginia Department of Corrections (VADOC)

VADOC implemented VSS as a notification and case management solution to replace VINE and enhance victim services collaboration across state agencies. The system improved transparency, reporting, and agency-specific features, including collaboration spaces for the Virginia Parole Board and Attorney General's Office. It introduced blackout logic for contact-free days and agency-specific notification formats.

Oregon Department of Corrections (ODOC)

ODOC sought a transparent and flexible victim notification system with improved data protection to replace the VINE system. The system allows for manual outreach during emergencies (e.g., wildfire evacuations) and enables victims to customize after-hours notification preferences. The success

of the system has lead to statewide expansion and continued planning for new features such as linkage to state Medicaid databases to ensure federal compliance with requirements for incarcerated individuals.

South Dakota Attorney General's Office

Unlike other states, South Dakota did not replace an existing system but implemented a victim services solution based on Indiana's SAVIN Dynamics template. It introduced victim verification, limited notification options for interested parties, and specialized law enforcement and attorney portals. The system integrated with USDOJ data exchange standards and featured automated phone notifications and proxy registration.

Your Core Sylogist Implementation Team

The SylogistGov VSS delivery team brings decades of experience with a PMP certified Delivery Director bringing 27 years of experience, a product owner and lead engineer with 30 years experience in development and delivery, a solution architect with 24 years experience, and our contract manager and client service partner who bring 20 years of public sector victim services and public safety experience. Our dedicated team is public service focused, and ready to deliver a unified system for the state of Texas.

What our Customers Say

"This system revolutionized our Victim Services Unit and what we are able to offer victims. There is not enough space to express our gratitude and appreciation for the system's capabilities."

Amber Leake
Victim Services Director
Virginia Department of Corrections

Amber also recently said at a National Association of Victim Assistance in Corrections meeting about the change to the Sylogist solution: *"I had a Pinto, I asked for a Camry, I got a Lamborghini!"*

"This allows ODOC to manage the notification system utilizing best practices, emergency management protocols, and maintains 100% control of its content. "

Parrish VanWert
Correctional Service Division Contracts Administrator
Oregon Department of Corrections

"We were able to configure and implement the system in a very short timeframe while working with and migrating from antiquated legacy systems within our agency. I cannot imagine working this well with any other vendor."

Angie McCown
Victim Services Division Director
Texas Department of Criminal Justice

At the end of the day SylogistGov VSS provides the most flexible and transparent notification capability on the market, all while ensuring state ownership of your data. We thank you for the consideration of the Sylogist offer and look forward to continuing to provide Texans with the best in victims services.

Description of Offeror's Business and Legal Relationships

1. Offeror shall provide a description of the business (and if this is a joint venture, describe all businesses involved in the venture) including:

Business name: SylogistGov, Inc.

Address: 10354 W. Chatfield Avenue, Suite 200, Littleton, CO 80127

Type of Organization: C-Corporation

Date of formation: 08-28-1989

State of Charter and Corporate charter number: Delaware – File#: 2206174

FEIN: 52-1664004

Description:

Located in Littleton, CO, SylogistGov Inc., (www.sylogist.com), is a well-established and profitable business that has been serving federal and state government agencies, as well as not-for-profit/NGO organizations across the United States. We operate globally with 200 employees and supporting governments and non-profits in the United States, Canada, and the United Kingdom.

Sylogist specializes in providing comprehensive solutions for the public sector. With over 2,000 customers globally, including all levels of government, non-profit and non-governmental organizations, educational institutions, and public compliance-driven and funded companies, we have a proven track record in delivering successful solutions. Our company maintains industry-leading profitability, a strong balance sheet, a history of successful acquisitions, and a portfolio of mission-critical SaaS solutions.

Since July 2010, Sylogist has been offering Victim Notification Systems, successfully transitioning states such as Indiana, Texas, Virginia, and South Dakota to our SylogistGov Victim Services Solution. As a trusted Microsoft partner, we leverage Microsoft Dynamics 365 CRM and SharePoint at the core of our proprietary intellectual property. SylogistGov is highly regarded for its enterprise-level case management, grantor money management, and justice solutions.

To ensure the highest quality and value in our operations, we maintain a dedicated and experienced staff of public sector and nonprofit accounting professionals across all primary disciplines within our company. From Executive Management to Sales, Marketing, Client Services, Customer Care, and Research and Development, our team possesses the expertise necessary to deliver successful projects. With a focus on publicly funded organizations, Sylogist offers a unique blend of experience and subject matter expertise, reducing the overall risk associated with Victim Notification projects. Our staff boasts an average tenure of 9 years for both professional services and technical support. Moreover, our solution framework aligns with Microsoft's extensive research

and development investments in the Dynamics 365 application platforms, providing unparalleled investment protection.

- Offeror shall provide the name(s) and provide a description(s) of any relationship(s) with any individual or entity that are, or may be, in any way related, directly or indirectly, in Preparation of a response and/or Performance of contract. This requirement to disclose and describe information includes any individual(s) and/or entity(ies) that provide financing or otherwise financially support, or expect to financially support, the Offeror in its performance of services under the Contract. If the business is a division or subsidiary of any other organization, the summary shall include the following information about the parent organization:

Business name: Sylogist Ltd

Address: Suite 401, 5920-1A Street SW Calgary, AB T2H 0G3

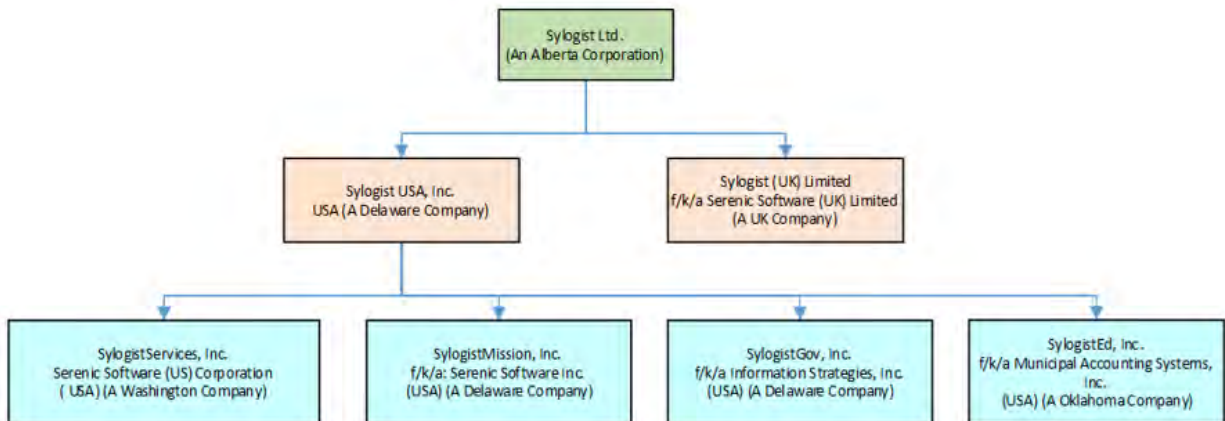
Type of Organization: C-Corporation

Date of formation: 01-01-2008

State of Charter and Corporate charter number: Alberta & Corporate Access Number: 2013692831

FEIN: N/A

Description:



Sylogist Ltd., provides mission-critical SaaS solutions to over 2,000 public sector customers globally across the government, non-profit, and education market segments. The Company's stock is traded on the Toronto Stock Exchange under the symbol SYZ. In addition, Sylogist Ltd. is the ultimate parent company to SylogistGov Inc. Information about Sylogist, inclusive of full financial statements together with Management's Discussion and Analysis, can be found at

www.sedarplus.ca or at www.sylogist.com.

Description of Contractors

Business name: Westpark Communications, L.P.

Address: 8917 Louetta Rd Suite 400, Spring, TX 77379

Type of organization: Call Center

Date of formation: March 1, 1968

State of charter and corporate charter number: Texas, 800903255

Listing of each principle partner or officer:

- Ted Edwards, Partner
- Edna Wesneski, Partner

Joshua Patten, Officer

FEIN: 26-1490834

Description of Services: Westpark Communications provides call center support for the SylogistGov VSS solution, and comprises approximately 7% of the contribution to the financial scope of the project. Westpark serves only as a call center, and does not implement or provide system or exchange support.

Past Performance References

Please see Forms C submitted as part of the online submission of this document for Sylogist's references, and Form E submitted providing release of liability.

SAVNS FORM B PRICING SUMMARY TABLE

Pricing Tiers	Population Start	Population End	Startup & Implementation Costs*	Annual Jail Service Fee	Annual Court Service Fee*	Total Annual Fee per Tier (both Jails and Courts)
0	5,000,000	Unlimited	\$3500	\$130,655	\$33,451	\$164,116
1	3,000,000	4,999,999	\$2500	\$102,774	\$26,186	\$128,960
2	2,000,000	2,999,999	\$2500	\$74,465	\$18,966	\$93,431
3	1,000,000	1,999,999	\$2500	\$52,227	\$12,995	\$65,222
4	400,000	999,999	\$1750	\$36,731	\$9,139	\$45,870
5	250,000	399,999	\$1750	\$24,445	\$6,194	\$30,639
6	100,000	249,999	\$1750	\$12,268	\$3,052	\$15,320
7	50,000	99,999	\$1750	\$8,394	\$2,088	\$10,482
8	20,000	49,999	\$1500	\$5,452	\$1,180	\$6,632
9	0	19,999	\$1500	\$3,444	\$857	\$4,301

*Startup & Implementation costs are waived for all present participants in the OAG SAVNS Grant program who participate in Phase I of the project.

Meetings and Data Requests:

- **Provide a copy of current files sent to VINE for notification information and any documentation on the file:**
 - This may be an XML, CSV, Delimited, JSON, or other file type as examples.
 - Documentation would include any information on how the data within the file is used as well as any information on the schedule for delivery of the data today.
- **Provide a current list of all booking and release codes:**
 - This can be an Excel file or export from your JMS and/or CMS system.
- **Provide JMS Vendor Contacts:**
 - Technical and contractual contacts are very helpful, as are any escalation or customer support contacts.
- **Confirm if the county is planning to change JMS vendors between now and 6/30/25:**
 - If yes, prior to 8/31, this could impact the project, and we'll need to coordinate a plan for mitigation.
 - If yes, within a year after 8/31, we will need to build a plan, schedule, and budget to support post go-live.
- **JMS and/or CMS Meeting for Data Exchange Plan (30 minutes):**
 - **Participants:** JMS and/or CMS Technical and Contractual Representative Required, County Representative welcome to join.
 - **Agenda:** Short term plan (flat file based on current files sent), Long term plan & Data Exchange Options (JMS and/or CMS build to Sylogist, Sylogist build to JMS and/or CMS, Batch), Documentation needed (quotes, MSA), Invoicing expectations, Schedule, and Next steps.
- **Code Review and Mapping Meeting (1 hour, may require 2 sessions depending on volume of codes):**
 - **Participants:** County Representative Required, JMS and/or CMS Potentially Required or nice to have (will determine in JMS and/or CMS meeting).
 - **Agenda:** Code List Review – codes used, codes in the system but not used, how they are used within the county, plan for testing once data exchange is set up, Schedule reminder and confirmation as well as Next Steps.
- **Code Testing Meeting following Data Exchange Connection to the Development Environment (1 hour, may require 2 sessions depending on the volume of codes):**

- **Participants:** County or JMS and/or CMS representative who can create a booking and release within the system to send for testing – will test ALL booking and release codes.
- **Agenda:** Test each booking and release code to confirm transmission to the development environment is successful, Confirm Schedule alignment, Next Steps.
- Provide name(s) of county representative to include for this activity.
- **Turn on Data Exchange to Sylogist Development Environment (no meeting needed, will make the request at the end of successful testing meeting):**
 - **Participants:** JMS and/or CMS or County representative who will turn on the data exchange feed post testing – this will run in parallel with the VINE notification.
 - We will determine in the testing meeting who will be responsible for this activity.
- **Parallel Monitoring (Daily for 1 week post successful testing, may run longer if issues are identified):**
 - **Participants:** County representative who can either send a list of the daily activities for Sylogist to review and validate, as well as be a point of contact for any questions or issues we may find, OR representative who can receive a daily report and review and validate everything seen by the new system is accurate.
 - May also need support from the county and/or JMS and/or CMS vendor to address issues identified.
 - Provide name(s) of county representative to include for this activity.
- **Repoint Data Exchange to the Production Environment (no meeting needed, will send email following successful parallel monitoring for 1 week):**
 - We will determine in the testing meeting who will be responsible for this activity.
- **Provide a current population file (no meeting needed, can be sent via email following repoint to production environment):**
 - Will need the current population file when we repoint to production to ensure all offenders are in the system and updates are tracked and managed appropriately from that point on.
 - **NOTE:** Notifications at this time will still be going out through VINE until the official go-live date; however, the new system will maintain status to ensure notifications are accurate at the time of go-live.
 - Provide name(s) of county representative to include for this activity.
- **Training Participation (1-2 hour session provided prior to the go-live date):**
 - Participants : all Law Enforcement staff

- Agenda : Overview of the new system, How to register, how to request law enforcement access, how to view your jurisdiction, what to do in the event of a data exchange outage
 - Provide name(s) of county representative to include for this activity
- **Following go-live on 8/31/25 we will plan to directly connect the county to the new system for data exchange. Depending on schedules from the JMS and/or CMS vendors we may need to replicate some of the tasks with the new end point, however, we should not have to repeat testing and parallel monitoring so it should be a minimal effort.**

Texas SAVNS Modernization Project - FAQs

SAVNS Modernization Project FAQs

1. Service Agreement Overlap:

- A. Why does Sylogist need a service agreement with the county now, when their victim notification services to counties doesn't begin until September 1, 2025?

***Response:* Before Sylogist begins working directly with counties and their contracted JMS/CMS vendors to establish the data exchange, Sylogist must receive an agreement from the county's authorized official. This is to protect the county and Sylogist.**

- B. Can the County enter into the new agreement with SylogistGov, Inc. while the current agreement with Appriss is still in effect until August 31, 2025?

***Response:* Yes. There is no conflict of interest or duplicity of services provided to the counties based on having a service agreement with Appriss and Sylogist.**

- C. If the county enters an agreement with Sylogist while concurrently receiving victim notification services from Appriss (VINES), will the county receive invoices from both Sylogist and Appriss during the overlap period?

***Response:* No. Sylogist will not invoice counties for victim notification services provided by Appriss. Because the OAG's contract with Appriss expires on August 31, 2025, counties will receive invoices from Appriss for services provided through August 31, 2025, in accordance with the invoicing schedules currently in place between the county and Appriss.**

- D. How will the agreement overlap period affect the county's grant agreement with the OAG?

***Response:* There will be no effect on the grant agreement. Counties participating in the OAG's SAVNS Grant program will continue to receive funds based on the terms of the grant agreement, whether the notification services are provided by Appriss or Sylogist.**

2. Transition of Payments:

- A. Will the county continue paying Appriss under the existing contract until August 31, 2025, and then switch payments to Sylogist?

***Response:* Yes, counties will pay Appriss for notification services under their existing service agreements with Appriss and based on the terms of the OAG's contract with Appriss. Both the OAG's contract with Appriss, and the county's service agreement with Appriss expire (terminate) on August 31, 2025. Payments to Sylogist will be based on notification services provided to OAG's SAVNS grant program's participating entities (jails and/or courts) beginning on September 1, 2025.**

- B. When will the county expect to start making payments to Sylogist after signing the service agreement?

***Response:* Counties who are currently OAG SAVNS grant recipients, will begin receiving invoices for notification services after September 1, 2025 for the participating entities (jails and/or courts) included in the grant agreement. Currently, counties are invoiced by Appriss on a quarterly basis. After September 1, 2025, counties may be allowed to negotiate with Sylogist to offer either quarterly or semi-annual invoicing models for the participating entities (jails and/or courts) included in the grant agreement with the OAG.**

- C. Will the county be obligated to pay Sylogist for a start-up or implementation fee based on the county's service agreement with Sylogist?

***Response:* No. For participating entities (jails and/or courts) who are currently OAG SAVNS grant recipients, Sylogist will not invoice for start-up or implementation costs. These costs**

have been waived for the participating entities (jails and/or courts) included in the grant agreement with the OAG.

3. **Costs:**

A. Will the cost change between the OAG’s SAVNS vendors, and will the county be affected by the cost change if there is one?

Response: For counties who have participating entities (jails and/or courts) included in the grant agreement with the OAG, the grant program will reimburse the costs incurred for Sylogist’s victim notification services for jails and/or courts. There is no fiscal impact to counties. Sylogist will not invoice for start-up or implementation costs. These costs have been waived for the participating entities (jails and/or courts) included in the grant agreement with the OAG.

B. For fiscal planning and budgeting, what can the county expect to be invoiced for Sylogist’s victim notification services beginning on September 1, 2025?

Response: The table below illustrates Sylogist’s pricing based on county population. The OAG and Sylogist reference the Texas State Demographer for annual county population estimates.

Pricing Tiers	Population Start	Population End	Startup & Implementation Costs*	Annual Jail Service Fee	Annual Court Service Fee*	Total Annual Fee per Tier (both Jails and Courts)**
0	5,000,000	Unlimited	\$3500	\$130,655	\$33,451	\$164,116
1	3,000,000	4,999,999	\$2500	\$102,774	\$26,186	\$128,960
2	2,000,000	2,999,999	\$2500	\$74,465	\$18,966	\$93,431
3	1,000,000	1,999,999	\$2500	\$52,227	\$12,995	\$65,222
4	400,000	999,999	\$1750	\$36,731	\$9,139	\$45,870
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6	100,000	249,999	\$1750	\$12,268	\$3,052	\$15,320
7	50,000	99,999	\$1750	\$8,394	\$2,088	\$10,482
8	20,000	49,999	\$1500	\$5,452	\$1,180	\$6,632
9	0	19,999	\$1500	\$3,444	\$857	\$4,301

*Startup & Implementation costs are waived for all present participants in the OAG SAVNS Grant program who participate in Phase I of the project.

**Pricing for courts is per required data exchange. For example, if a county has a district court and a county court that utilize the same CMS system, and that system transmits data for notification through one file or one API connection then it is priced as one. If multiple courts in one jurisdiction utilize different CMS vendors, or they are separate systems from one vendor requiring more than one interface, then court pricing is per interface.

3

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 5/8/2025	Submitted by: Brandon Moore
Meeting Date: 5/20/2025	Department: Fire Marshal
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Award for FEMA Public Assistance	
Agenda Category: <input checked="" type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to approve the award of \$35,110.62 from the Federal Emergency Management Agency for Public Assistance in relation to County Road 498, and allow the County Judge to sign all related documentation.	
Background: Approve the award of \$35,110.62 from the Federal Emergency Management Agency for Public Assistance in relation to County Road 498 for disaster number DR-4781, allow the County Judge to sign all related documentation, and allow the Emergency Management Coordinator to upload and submit all required documentation to the Texas Division of Emergency Management and/or TDEMs assigned government sector partner.	
Financial and Operational Impact:	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name: Brandon Moore	Email: bmoore2@smith-county.com
Name: Chad Hogue	Email: chogue@smith-county.com
Name:	Email:
Name:	Email:

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to Agenda@smith-county.com and include any necessary attachments. **Deadline is Wednesday at 5:00pm the week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

SUBMIT

Office Use Only
Agenda Item # _____



May 07, 2025

Brandon Moore
EMC
Smith County

[REDACTED]
[REDACTED]

Subject: Public Assistance Grant, 4781, Texas Severe Storms, Straight-line Winds, Tornadoes, and Flooding
Catalog of Federal Domestic Assistance (CFDA) number 97.036
[REDACTED]
FEMA [REDACTED]
[REDACTED] County CR 498 Washed out Culvert
Period of Performance 5/17/2024 to 11/17/2026

An award to your Public Assistance subgrant has been completed by the Texas Division of Emergency Management (TDEM).

Version / Amendment	Date	Total Subgrant Amount	Federal Cost Share Percentage	Federal Cost Share Amount	Local Cost Share Percentage	Local Cost Share Amount
0	5/3/2025	\$46,814.15	75.00%	\$35,110.62	25.00%	\$11,703.53
Totals		\$46,814.15		\$35,110.62		\$11,703.53

This award is not for Research or Development as defined in 2 CFR 200.87.

No indirect costs are available with this award, unless authorized by Section 324 of the Stafford Act. Direct Administrative Costs are allowable as outlined in the project scope.

A copy of the project worksheet can be viewed at the version tab in GMS for this project, grants.tdem.texas.gov and is also attached for your convenience.

Your project worksheet may have environmental and historical considerations and conditions that must be met. A copy of the Record of the Environment Consideration (REC) can be viewed at the version tab in GMS for this project as well and is also attached.

The terms and conditions remain in effect as outlined in the original Grant Terms and Conditions, and any subsequent State amendments.

Pursuant to 44 CFR §206.206, Appeals and arbitrations, you may appeal this determination within 60 days of receipt of this notification. You will need to provide your appeal with any documentation supporting your position to your assigned TDEM PA Support Affiliate within the allotted time. If you elect to appeal, the appeal must:

- 1) Contain documented justification supporting your position
- 2) Specify the monetary figure in dispute and
- 3) Cite the provisions in federal law, regulation or policy with which you believe the initial action was inconsistent.

If you have any questions, please contact [REDACTED] or email at [REDACTED]

Department of Homeland Security Federal Emergency Management Agency

General Info

Project #	797689	PW #	1582	Project Type	Actual Costs
Project Category	C - Roads and Bridges			Applicant	Smith County (423-99423-00)
Project Title	Smith County CR 498 Washed out Culvert			Event	4781DR-TX (4781DR)
Project Size	Small			Declaration Date	5/17/2024
Activity Completion Date	11/17/2025			Incident Start Date	4/26/2024
Process Step	Obligated			Incident End Date	6/5/2024

Damage Description and Dimensions

The Disaster [REDACTED], which occurred between **04/26/2024** and **06/05/2024**, caused:

Damage # [REDACTED]7; County Road 498 Washed out Culvert

General Facility Information:

- **Facility Type:** Components Only
- **Facility:** Road and Culvert
- **Facility Description:** County Road 498
- **Location Description:** County RD 498, Tyler, Texas 75702
- **GPS Latitude/Longitude:** 32.48951, -95.36828

General Damage Information:

- **Date Damaged:** 4/26/2024 to 6/5/2024
- **Cause of Damage:** Heavy rain / washout due to flooding

Components:

County Road 498 (32.48951, -95.36828):

- Base, 131.39 CY of Clay, 43 FT long x 45 FT wide x 22 IN deep, washout due to flooding, 100% work completed.
- Culvert, 2 each of corrugated galvanized culvert, 50 FT long x 66 IN in diameter, washout due to flooding, 100% work completed.
- Base, 14.59 CY of base milling, 43 FT long x 20 FT wide x 5.5 IN deep, washout due to flooding, 100% work completed.
- Sub Base, 6.63 CY of Oil sand, 43 FT long x 20 FT wide x 2.5 IN deep, washout due to flooding, 100% work completed.
- Surface, 16 TN of Asphalt, 43 FT long x 20 FT wide x 2 IN deep, washout due to flooding, 100% work completed.

Final Scope

[REDACTED] County Road 498 Washed out Culvert

Work Completed

The applicant utilized force account labor, equipment, and materials for the repairs to Smith County to restore this facility to its pre-disaster design, function and capacity (in-kind) within the existing footprint.

Smith County

- A. Replaced 131.39 CY of Clay.
- B. Removed and replaced 2 each of corrugated galvanized culverts, 50 FT long x 66 IN in diameter.
- C. Replaced 14.59 CY of base milling.
- D. Replaced 6.63 CY of Oil sand.
- E. Replaced 16 TN of Asphalt.

Work Completed Totals:

- 1. Force Account Labor: Laborers 6 566 hrs. \$14,353.76
- 2. FA Equipment: 5 EA. 184 hrs. \$11,526.26
- 3. FA Materials: \$20,934.13

Work Completed Total: \$46,814.15

Project Notes:

- 1. In accordance with FEMA's Simplified Procedures policy, FEMA developed the DDD, Scope and Cost with the information/documentation/certification provided by the Applicant.
- 2. All source of fill came from: Longview Asphalt, Inc. 20 Robert Wilson Rd. Longview, TX 75602 (32.46180, -94.687501).

Cost

Code	Quantity	Unit	Total Cost	Section
9008 (Equipment)	1.00	Lump Sum	\$11,526.26	Completed
9007 (Labor)	1.00	Lump Sum	\$14,353.76	Completed
9009 (Material)	1.00	Lump Sum	\$20,934.13	Completed

CRC Gross Cost \$46,814.15

Total 406 HMP Cost \$0.00

Total Insurance Reductions \$0.00

CRC Net Cost \$46,814.15

Federal Share (75.00%) \$35,110.62

Non-Federal Share (25.00%) \$11,703.53

Award Information

Version Information

Version #	Eligibility Status	Current Location	Bundle Number	Project Amount	Cost Share	Federal Share Obligated	Date Obligated
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Drawdown History

EMMIE Drawdown Status As of Date	IFMIS Obligation #	Expenditure Number	Expended Date	Expended Amount
No Records				

Obligation History

Version #	Date Obligated	Obligated Cost	Cost Share	IFMIS Status	IFMIS Obligation #
0	5/3/2025	\$35,110.62	75%	Accepted	[REDACTED]

Subgrant Conditions

- As described in Title 2 Code of Federal Regulations (C.F.R.) § 200.333, financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. Exceptions are stated in 2 C.F.R. §200.333(a) – (f)(1) and (2). All records relative to this project are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster-specific costs.
- The Recipient must submit its certification of the subrecipient's completion of all of its small projects and compliance with all environmental and historic preservation requirements within 180 days of the applicant's completion of its last small project, or the latest approved deadline, whichever is sooner.
- When any individual item of equipment purchased with PA funding is no longer needed, or a residual inventory of unused supplies exceeding \$5,000 remains, the subrecipient must follow the disposition requirements in Title 2 Code of Federal Regulations (C.F.R.) § 200.313-314.
- The terms of the FEMA-State Agreement are incorporated by reference into this project under the Public Assistance award and the applicant must comply with all applicable laws, regulations, policy, and guidance. This includes, among others, the Robert T. Stafford Disaster Relief and Emergency Assistance Act; Title 44 of the Code of Federal Regulations; FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide; and other applicable FEMA policy and guidance.
- The DHS Standard Terms and Conditions in effect as of the declaration date of this emergency declarations or major disaster, as applicable, are incorporated by reference into this project under the Public Assistance grant, which flow down from the Recipient to subrecipients unless a particular term or condition indicates otherwise.
- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth at Title 2 Code of Federal Regulations (C.F.R.) Part 200 apply to this project award under the Public Assistance grant, which flow down from the Recipient to all subrecipients unless a particular section of 2 C.F.R. Part 200, the FEMA-State Agreement, or the terms and conditions of this project award indicate otherwise. See 2 C.F.R. §§ 200.101 and 110.
- The subrecipient must submit a written request through the Recipient to FEMA before it makes a change to the approved scope of work in this project. If the subrecipient commences work associated with a change before FEMA approves the change, it will jeopardize financial assistance for this project. See FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide.
- Pursuant to section 312 of the Stafford Act, 42 U.S.C. 5155, FEMA is prohibited from providing financial assistance to any entity that receives assistance from another program, insurance, or any other source for the same work. The subrecipient agrees to repay all duplicated assistance to FEMA if they receive assistance for the same work from another Federal agency, insurance, or any other source. If an subrecipient receives funding from another federal program for the same purpose, it must notify FEMA through the Recipient and return any duplicated funding.

Insurance

Additional Information

4/16/2025

Project reworked for the following changes:

- Revisions to SOW & Cost.

There are no additional insurance related concerns following the rework of this project.

Justin Holmes / Insurance Specialist
CRC Central / Denton, TX

4/11/2025

This project was reviewed for any insurance considerations, and none were found, the applicant's insurance policy has not been provided to date. Property insurance coverage for road(s), road right-of-ways, embankment erosion, bridges or culvert damage represented on this project are generally uninsurable for the peril of flood, as a result we will process this request for Public Assistance without having the applicant's property insurance policy on file. All future requests will be reviewed on a case-by-case bases, any insurable item will not be funded until the applicant submits all of their property insurance information for review. No insurance relief is anticipated.

FEMA requires the Applicant to take reasonable efforts to pursue claims to recover insurance proceeds that it is entitled to receive from its insurer(s). In the event that any insurance proceeds are received for these expenses those proceeds must be reduced from FEMA Public Assistance funding to ensure no duplication of benefits has occurred.

No duplication of benefits from insurance is anticipated for work described in this application. In the event any part or all costs are paid by an insurance policy, a duplication of benefits from insurance will occur. Applicant must notify grantee and FEMA of such recoveries and the Sub-Grant award amount must be reduced by actual insurance proceeds.

No insurance requirements are mandated for the damages included in this project. Insurance requirements are specific to permanent work to replace, restore, repair, reconstruct, or construct buildings, contents, equipment, and vehicles (FEMA Recovery Policy FP 206-086-1).

No insurance Narrative will be produced or uploaded into documents or attachments.

No O&M is required for the facilities represented on this project.

Justin Holmes / Insurance Specialist
CRC Central / Denton, TX

O&M Requirements

There are no Obtain and Maintain Requirements on **Smith County CR 498 Washed out Culvert**.

406 Mitigation

There is no additional mitigation information on **Smith County CR 498 Washed out Culvert**.

Environmental Historical Preservation

Is this project compliant with EHP laws, regulations, and executive orders?

Yes

EHP Conditions

- Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize funding.
- If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archaeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

EHP Additional Info

There is no additional environmental historical preservation on **Smith County CR 498 Washed out Culvert**.

Final Reviews

Final Review

Reviewed By WASHINGTON, ANITA M.

Reviewed On 04/22/2025 10:38 AM CDT

Review Comments

Reviewed and approved to move forward. It is the responsibility of the Recipient to ensure that costs incurred by the applicant, applicable to this project, are in accordance with all PA Program statutes, regulations, and policies. Any discrepancies and omissions will be resolved at closeout of this application.

Recipient Review

Reviewed By Juliani, Michelle

Reviewed On 04/30/2025 10:02 AM CDT

Review Comments

Project DDD, Scope of Work, and Cost Lines appear to align. M.Juliani 4/30/25

Project Signatures

Signed By Moore, Brandon

Signed On 05/01/2025

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

F [REDACTED]

Title: [REDACTED]-Smith County CR 498 Washed out Culvert

Environmental Law/ Executive Order	Status	Description	Comments
Executive Order 11988 - Floodplains	Completed	Located in floodplain or effects on floodplain/flood levels	The project is located within an A zone, area of 100-yr flooding, per Flood Insurance Rate Map (FIRM) panel 48423C0250C, dated September 26, 2008. Initial Disaster Public Notice was published on June 17, 2024. The proposed action is not likely to result in any potential direct impacts that will adversely affect the natural values and function of floodplains, nor is it likely to increase the risk of flood loss. 8-step checklist attached. - cboyce3 - 04/18/2025 19:03:25 GMT
	Completed	Possible adverse effects associated with investment in floodplain, occupancy or modification of floodplain environment	
	Completed	8 Step Process Complete - documentation attached - Review concluded	
Executive Order 11990 - Wetlands	Completed	Located in wetlands or effects on wetlands	A review of the National Wetland Inventory (NWI) online mapper, accessed on April 17, 2025, for the site indicates that the area is located within a designated wetland. However, the project is not likely to affect wetlands. Initial Disaster Public Notice was published on June 17th, 2025. 8-step checklist attached. - cboyce3 - 04/18/2025 19:03:36 GMT
	Completed	Possible adverse effect associated with constructing in or near wetland	
	Completed	Review completed as part of floodplain review - Review concluded	
Endangered Species Act (ESA)	Completed	Listed species and/or designated critical habitat present in areas affected directly or indirectly by the federal action	The scope of work for this project does not require U.S. Fish and Wildlife Service (USFWS) consultation. FEMA notified USFWS of disaster activities on June 11, 2024. - cboyce3 - 04/18/2025 18:59:08 GMT
	Completed	No effect to species or designated critical habitat (See comments for justification) - Review concluded	
Farmland Protection Policy Act (FPPA)	Completed	Project does not affect designated prime or unique farmland - Review concluded	
Migratory Bird Treaty Act (MBTA)	Completed	Project located within a flyway zone	
	Completed	Project does not have potential to take migratory birds - Review concluded	
Magnuson-Stevens Fishery Conservation and Management Act (MSA)	Completed	Project not located in or near Essential Fish Habitat - Review concluded	
National Historic Preservation Act (NHPA)	Completed	Applicable executed Programmatic Agreement. Activity meets Programmatic	The scope of work has been reviewed and meets the criteria in Appendix B - Programmatic

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project ID: [REDACTED]

Title: [REDACTED]-Smith County CR 498 Washed out Culvert

Environmental Law/
Executive Order

Status

Description

Comments

Allowance (enter date and # in comments) -
Review concluded

Allowances, Tier I; Section A.4.a and Tier II;
Section C.1.a and C.1.c of FEMA's
Programmatic Agreement (PA) dated March 16,
2022. In accordance with this PA, FEMA is not
required to determine the National Register
eligibility of properties where work performed
meets the Appendix B criteria. The scope of
work has been reviewed and FEMA has
determined, based on Tribal preferences, that
the project will not require Tribal Consultation. -
eludeman - 04/17/2025 19:37:52 GMT

Wild and Scenic Rivers Act
(WSR)

Completed

Project is not along and does not affect Wild
and Scenic River - Review concluded

CONDITIONS

Standard Conditions:

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

**Federal Emergency Management Agency
Project Completion and Certification Report (P.4)
Event: 4781DR-TX (4781DR)**

Applicant FIPS ID: 423-99423-00 **Applicant/Subdivision Name:** Smith County

Project #	PW #	Version #	Work Category	Eligible Cost	Cost Share %	Work Done By	Work Completion Percentage	Activity Completion Deadline	Actual Date Completed	Final Expenditures	Comment
██████	01582	0	C - Roads and Bridges	\$46,814.15	75.00%	FA Labor	100.00%	11/17/2025	6/14/2024	\$46,814.15	
Total for 1 PWs				\$46,814.15							
Grand Total				\$46,814.15							

**Federal Emergency Management Agency
Project Completion and Certification Report (P.4)
Event: 4781DR-TX (4781DR)**

Applicant FIPS ID: 423-99423-00 **Applicant/Subdivision Name:** Smith County

<p>I hereby certify that to the best of my knowledge and belief all work and costs claimed are eligible in accordance with the grant conditions, all work claimed has been completed, and all costs claimed have been paid in full.</p>	<p>I hereby certify that all funds were expended in accordance with the provisions of the signed FEMA-State Agreement and I recommend an approved amount of \$ <u>35,110.62</u>.</p>
<p>Signed: _____ Applicant's Authorized Representative</p>	<p>Signed: _____ Governor's Authorized Representative</p>
<p>Date: _____</p>	<p>Date: _____</p>



TEXAS DIVISION OF EMERGENCY MANAGEMENT

Applicant's Attestation for Duplication of Benefits

Applicant:

Disaster Number:

Program:

Please complete the below form in accordance with Section 312(a) of the Stafford Act, which states that Federal assistance cannot duplicate the benefits provided by other sources.

1. Is FEMA the only source of funds received for the project(s)? If "NO" is selected, please report any additional funding using the table below.

YES NO

2. Did the Applicant take action to maximize any potential insurance proceeds available to fund the project(s)?

YES NO N/A – NO COVERAGE

3. Have all insurance claims related to the project(s) been closed and/or settled? If "NO" is selected, please indicate the amount of "Anticipated Insurance Proceeds" in the table below.

YES NO N/A – NO COVERAGE

4. Please use the table below to report any non-FEMA funds received or anticipated for the project(s):

PW #	Insurance Claims Received:	Anticipated Insurance Proceeds:	Grant Funds Received:	Contractor Credits or Refunds:	Disposition of Equipment:	Salvageable Materials:	Other Funds Received:	PW Total Non-FEMA Funds Received:
<input type="text" value="2017084"/>	0	0	0	0	0	0	0	0

Statement of Acknowledgement:

I certify that that the information provided is true and accurate to the best of my knowledge. I understand that if this information is incorrect, it could affect the federal funding for this project(s).

Signature: _____ **Date:** _____

Printed Name: _____ **Title:** _____

Organization: _____

4

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 5/12/2025	Submitted by: Brandon Moore
Meeting Date: 5/20/2025	Department: Fire Marshal
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: TCEQ Contract	
Agenda Category: <input checked="" type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to approve a contact between Smith County and the Texas Commission on Environmental Quality for the grant awarded to the Local Emergency Planning Committee for the purchase of a drone, and authorize the county judge to sign all related documentation.	
Background: This is the contract related to the LEPC grant that was submitted to the court on 10/1/2024.	
Financial and Operational Impact:	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name: Brandon Moore	Email: bmoore2@smith-county.com
Name: Chad Hogue	Email: chogue@smith-county.com
Name:	Email:
Name:	Email:

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to Agenda@smith-county.com and include any necessary attachments. **Deadline is Wednesday at 5:00pm the week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

SUBMIT

Office Use Only
Agenda Item # _____

Texas Commission on Environmental Quality

CONTRACT SIGNATURE PAGE

Contract Name: Smith County LEPC

Contract Number: 582-25- 03023

Performing Party: Smith County

Performing Party Identification Number: [REDACTED]

Maximum Authorized Reimbursement: \$23,000.00

Effective Date: [] 09/01/2025 [X] Date of last signature

Expiration Date: [X] 08/31/2026 [] Last day of Fiscal Year in which the Contract was effective.

[] If checked, this Contract requires matching funds. Match Requirement:

[] If checked, this Contract is funded with federal funds.

Assistance Listing Number:

Federal Grant Number:

This Contract is entered under:

[] Gov't Code Ch. 771 (Interagency)

[X] Gov't Code Ch. 791 (Interlocal)

[] Water Code § 5.229 (Intergovernmental)

[X] Water Code§ 5.124 (Grant)

The Texas Commission on Environmental Quality (TCEQ), an agency of the State of Texas, and the named Performing Party, a state agency or local government of the State of Texas, enter this agreement (Contract) to cooperatively conduct authorized governmental functions and activities under the laws of the State of Texas.

The Parties agree as follows: (a) to be effective, the Contract must be signed by an authorized official of the TCEQ and the Performing Party; (b) this Contract consists of all documents specified in the list of Contract Documents following this page; and (c) as authorized by TCEQ, Performing Party will conduct contract activities as part of its own authorized governmental functions and TCEQ will reimburse allowable costs subject to the Texas Grant Management Standards (TxGMS) and this Contract. TCEQ reimbursements will be from current revenues available to TCEQ.

Texas Commission on Environmental Quality

Smith County (Performing Party)

Authorized Signature

Authorized Signature

Lana D'Souza

Authorized Signature

Printed Name

Printed Name

Radioactive Materials Compliance and Chemical Reporting Manager

Title

Title

Date

Date

Procurements & Contracts Representative

Yvette Owens, CTCD, CTCM

Printed Name

Date

CONTRACT DOCUMENTS LIST

This Contract between TCEQ and Performing Party consists of the Contract documents listed on this page and any Contract documents added through amendments. In the event of a conflict of terms, conditions, or requirements the Contract documents as amended control in the descending order of the list, subject to provisions in the Special Terms and Conditions, if any. The Contract documents, however, are subject to control by the latest amendment and most specific provision and by the applicable state and federal laws, rules, and regulations.

- Contract Signature Page
- Contract Documents List (this page)
- Special Terms and Conditions
- Scope of Work
- General Terms and Conditions
- Notices, Project Representatives and Records Locations
- TCEQ Approved Grant Application and Budget (incorporated by reference)
- Attachment A - Release of Claims
- Attachment B - Budget Revision Request (BRR)
- Attachment C - Financial Status Report (FSR)

SPECIAL TERMS AND CONDITIONS

1. ARTICLE 1. SPECIAL CONDITIONS

The Performing Party agrees to these Special Conditions.

2. ARTICLE 2. DEFINITIONS

Unless defined herein, terms in this Agreement will have their plain meaning. The following terms have the meanings indicated.

- 2.1. Approved Grant Application- The grant application submitted by the Performing Party listing the requested grant activities proposed for grant funding, including any amendments or supplemental conditions added to the application. The Application is used to develop the Scope of Work of this contract. In case of conflict between the application and the Scope of Work, the Scope of Work will take precedence.
- 2.2. Approved Grant Application Summary- The contract document listing the Grant Activities from the Approved Grant Application that have been approved for funding, also referred to in this contract as the Scope of Work.
- 2.3. Financial Status Report (FSR) – Form and supporting documentation tracking overall budget compliance and documenting expenditure of grant funds. This term may be used interchangeably with Request for Reimbursement for projects where funds have been advanced to the Performing Party.
- 2.4. Grant Activities – activities the Performing Party has agreed to perform under this contract that are detailed in the Scope of Work.
- 2.5. Request for Reimbursement (RFR) – Forms and documentation required to be submitted in order to receive reimbursement for allowable costs incurred and paid by the Performing Party, also referred to in this contract as an “invoice.” For grants where advance payments have been provided, this term is synonymous with Financial Status Report (FSR).

3. ARTICLE 3. ADVANCE PAYMENT

- 3.1. The TCEQ may provide the funds in advance of the Performing Party's incurring anticipated costs of Contract Activities (Advance Payment).
- 3.2. By making Advance Payments, the TCEQ does not waive any requirements for the reimbursement of costs. The TCEQ may at any time before or after any advance payment request additional evidence concerning costs. The TCEQ may audit the records of the Performing Party and may also audit the Performing Party's performance as to any Contract activity and any other Contract requirement.
- 3.3. Advance Payments are conditioned on the approval of a FSR. If the FSR does not demonstrate Performing Party has complied with the Contract requirements, the TCEQ may withhold approval or reject the FSR.
- 3.4. If the Performing Party falls behind in the schedule of the Grant Activities or fails to utilize the amount of any Advance Payment, the TCEQ may reduce the amount of the next Advance Payment by a comparable sum or require the

return of previously advanced funds.

- 3.5. All Advance Payments must be expended by August 31, 2026. Any unspent Advance Payment must be returned to the TCEQ within 45 days of the Contract's expiration or upon written request by TCEQ within 30 days after receipt of notice by the Performing Party, whichever occurs first.
- 3.6. Performing Party may, but is not required to, place Advanced Payments into an interest-bearing account. If Advanced Payments are placed into an interest-bearing account, Performing Party may apply up to one hundred dollars (\$100.00) of accrued interest towards administrative expenses. Accrued interest in excess of one hundred dollars (\$100.00) is considered program income and must be returned to TCEQ with in the same manner as unspent Advance Payment.

4. ARTICLE 4. ELIGIBILITY FOR COST REIMBURSEMENT

- 4.1. The TCEQ will reimburse the Performing Party for those costs which are eligible for reimbursement in accordance with all requirements of this Contract. Costs are considered eligible for reimbursement when the TCEQ, in its sole discretion, determines that the costs are the reasonable, necessary, actual, and allowable costs of implementing the Grant Activities approved by the TCEQ. Costs must be included in the Scope of Work to be eligible for reimbursement. Determinations of eligibility for reimbursement are solely within the discretion of the TCEQ.

Procurement

- 4.2. Procurements financed by grant funds must comply with all applicable state purchasing law as well as the grant agreement.

Reasonable Costs

- 4.3. To be reimbursable, a cost must be reasonable. Criteria for determining reasonableness of costs include the following:
 - 4.3.1. Whether it is the type of cost generally recognized as ordinary and necessary for the conduct of the Performing Party's business or the performance of the Grant Activities.
 - 4.3.2. Generally accepted sound business practices, competitive procurement, arm's length bargaining, and Federal and State laws and regulations.
 - 4.3.3. The Performing Party's responsibilities to the TCEQ, other customers, the owners of the business, employees, and the public at large; and
 - 4.3.4. Any significant deviations from accepted industry-established practices.
- 4.4. In general, for the cost of the Performing Party's goods and services to be reasonable, they must be procured through a competitive process in which bids, quotes, or proposals are solicited from an adequate number of qualified suppliers.
 - 4.4.1. Where competition is not feasible, TXGMS permits non-competitive procurement under the following circumstances:

- (1) the item is available only from a single source.
 - (2) the public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation.
 - (3) the awarding agency or pass-through entity expressly authorizes noncompetitive proposals; or
 - (4) after solicitation of a number of sources, competition is determined inadequate.
- 4.4.2. For non-competitively procured items, the reasonableness of the Performing Party's costs must be established through a price analysis, which the Performing Party shall submit to the TCEQ upon request. A price analysis analyzes a vendor's price in comparison to other market prices for similar goods and services. A price analysis should compare at least three vendors' prices. For non-competitively procured items, the Performing Party must perform a cost analysis analyzing the vendor's costs to produce the goods & services, which the Performing Party shall submit to the TCEQ upon request.

Necessary Costs

- 4.5. Necessary costs include costs which are directly attributable to the implementation of the Grant Activities and must be included in the original application and the Scope of Work.

Actual Costs

- 4.6. The criteria for actual costs include:
- 4.6.1. the direct costs paid for implementing the Grant Activities; or
 - 4.6.2. the true price charged by a vendor/contractor to the Performing Party for implementing the Grant Activities.
- 4.7. Unless expressly authorized by the TCEQ, actual costs do not include:
- 4.7.1. amounts which the Performing Party owes or agrees to pay the vendor or contractor for any purpose other than the implementation of Grant Activities.
 - 4.7.2. amounts in the charges which the vendor/contractor intends to return to the Performing Party in the form of cash, goods, services, gifts, intangibles, discounts or any other items of value; and
 - 4.7.3. amounts which are reimbursed by other public sources or for which tax credits or other public financial incentives are received by the Performing Party.
- 4.8. The Performing Party's and its subcontractors' documentation of expenses is required under the General Conditions.

Allowable Costs

- 4.9. In order to be allowable, costs must be included in the Scope of Work, and must satisfy the requirements of this Contract, the TXGMS, state agency rules, and all applicable state and federal laws.

- 4.10. If travel costs are authorized in the Scope of Work, reimbursement of travel costs may not exceed the amounts explained in this section.
- 4.10.1. Reimbursement for lodging and meals within the State of Texas is to be equal to the rates allowed for state employees under the State of Texas Travel Allowance Guide.
 - 4.10.2. Reimbursement for lodging and meals when traveling outside of the State of Texas is to be equal to the rates allowed for state employees under the State of Texas Travel Allowance Guide and may not exceed the maximum established in the federal General Services Administration travel regulations.
 - 4.10.3. Mileage reimbursement rates are also established in the State of Texas Travel Allowance Guide.
 - 4.10.4. Expenses for lodging and meals are limited to only actual expenses and must be supported by receipts to be reimbursable.

Indirect Costs

- 4.11. Indirect costs are not reimbursable under the terms of this Contract.

Preapproval of Costs

- 4.12. If the specific details of costs to be incurred under the "Travel," "Equipment," "Contractual," or "Other" costs categories are not already explained in the Scope of Work, then prior to incurring those costs, the Performing Party must submit revised forms to show those details and receive authorization from the TCEQ for those expenses.
- 4.13. Upon TCEQ request, prior to signing a subcontract to be funded under this Contract, the Performing Party must submit the subcontract to the TCEQ for review and must receive approval from the TCEQ before entering into the subcontract.

Additional Evidence

- 4.14. The TCEQ may at any time before or after receiving invoices, as necessary in its sole discretion, request additional evidence concerning costs.

Additional Criteria for Reimbursement

- 4.15. The TCEQ may at any time, in its sole discretion, establish additional criteria and requirements for reimbursement of costs as serves the best interest of the State.

Costs in Scope of Work are Maximum Amounts, Not a Guarantee

- 4.16. Amounts of costs stated in the Scope of Work are maximum amounts of reimbursement. By stating the amounts, the TCEQ does not 1) guarantee payment of those amounts or 2) waive the requirements for invoicing which must subsequently and continually be satisfied by the Performing Party. The amount of costs for which invoices may be submitted is the lesser of 1) the costs stated in the Scope of Work or 2) the actual eligible costs.

No Entitlement to Funds

- 4.17. The Performing Party has a continuing obligation to satisfy the requirements

for reimbursement. Neither a request for reimbursement nor the TCEQ's payment of reimbursement nor any other action will establish an entitlement in the Performing Party to payment from the TCEQ.

- 4.18. By paying a request for reimbursement or advancing funds, the TCEQ does not waive any requirements for the reimbursement of costs. The TCEQ may at any time before or after reimbursement, in its sole discretion, request additional evidence concerning costs. The TCEQ may audit the records of the Performing Party and may also audit the Performing Party's performance as to the Grant Activities, and the Administrative Requirements.

5. ARTICLE 5. REQUEST FOR REIMBURSEMENT

- 5.1. In order to receive reimbursement for eligible expenses and document expenditure of advanced funds, the Performing Party shall submit monthly, a completed TCEQ Request for Reimbursement (RFR) form, to be made available to the Performing Party by the TCEQ. The RFR shall be submitted no later than 15 days after the end of the following month. Each RFR shall be accompanied by a properly completed FSR for each activity for which reimbursement is requested. For a RFR solely documenting expenditure of advanced funds and not requesting payment, only submission of an FSR is necessary. The request and forms shall be submitted electronically via email to LEPCGRANTS@tceq.texas.gov and to Brittany.McMillen@tceq.texas.gov.
- 5.2. All RFR's shall be completed on forms provided by the TCEQ. The report shall also list and explain any additional financial incentive received by the Performing Party that directly offsets the activity costs reported by the PERFORMING PARTY, including tax credits or deductions, other grants, or any other public financial assistance.
- 5.3. If not previously required to be submitted prior to execution of this Contract, a properly completed Texas Application for Payee Identification Number must be completed and submitted with the first invoice, or prior to request for advanced funds.
- 5.4. A final RFR, indicating in the appropriate box that it is the final request, shall be submitted to the TCEQ by no later fifteen (15) days after the date listed in Article 4.5 of the Special Terms of this Contract.
- 5.5. All RFR's shall contain sufficient identification of and information concerning the costs incurred and paid so as to enable the TCEQ to ascertain the eligibility of a particular cost and to enable subsequent audit thereof. Supporting documentation materials, as directed by the TCEQ in the instructions accompanying the forms, shall be attached to the report forms to clearly show that the cost was incurred and paid.
- 5.6. If an RFR does not satisfactorily demonstrate the accomplishment of the required tasks, or that costs are allowable, eligible, actual, and incurred and paid costs, the TCEQ may reject the RFR, or FSR in the case of advanced funds, until such time as the deficiencies have been corrected. Satisfactory accomplishment of a task is within the judgment of the TCEQ; however, such judgment must be reasonable.
- 5.7. The TCEQ is not obligated to make payment until the RFR is approved by the

TCEQ. Further, the TCEQ reserves the right to suspend or withhold all or part of a payment or all payments as authorized by the Contract.

- 5.8. All RFR's under this Contract shall be submitted in accordance with the requirements set forth in this Contract. Such submittals shall contain sufficient detail for audit thereof.
- 5.9. The TCEQ may at any time before or after approval of the RFR or FSR, as necessary in its sole discretion, request additional evidence concerning costs.
- 5.10. The reimbursement of funds is contingent upon the Performing Party's satisfactory adherence to the terms of this Contract. Failure to adhere to the terms of this Contract, in particular those requirements concerning progress and financial reporting or the documentation of reported expenditures, shall be grounds for the TCEQ to: suspend payments pending the Performing Party's satisfactory completion, revision, or correction of services or reports; request return of unexpended advanced funds; or for termination of this Contract in accordance with the General Conditions and for such other remedies as are allowed by law.
- 5.11. Required Forms: The Performing Party, and any subcontractor or subrecipient if any, in order to obtain reimbursement for those expenditures authorized under this Contract, shall submit, pursuant to the Grant Activities, a fully completed and legible:
 - 5.11.1. Progress Report.
 - 5.11.2. Reimbursement Forms, including an FSR.
 - 5.11.3. Supplemental Request for Reimbursement Form(s) for those budget categories with expenses; and
 - 5.11.4. Release of Claims (the PERFORMING PARTY only and only with final RFR).

Reimbursement Forms

- 5.12. Request for Reimbursement: Each filed TCEQ RFR shall contain sufficient identification of, and information concerning, the costs incurred so as to enable the TCEQ to ascertain the eligibility of a particular expenditure and to enable subsequent audit thereof. Each RFR shall indicate, for each budget category the Performing Party's project expenditures for the period in question, the cumulative expenditures with respect to each budget category, and the balance remaining in each budget category following reimbursement of the amount being requested.
- 5.13. Historically Underutilized Business (HUB): The Performing Party will use its best efforts to provide opportunities for HUBs to participate in subcontracting under this Contract. The Performing Party must notify the TCEQ of the steps it has taken to provide opportunities for HUBs to participate, and the extent to which HUBs are being utilized as subcontractors under this Contract.
- 5.14. Required Documentation: When the Performing Party is required to attach source documentation for a reimbursable cost that documentation shall:

- 5.14.1. be legible.
- 5.14.2. identify the specific equipment received or the services provided.
- 5.14.3. clearly identify the vendor or subcontractor who provided the equipment or services (the Performing Party shall require all subcontractors to use the Financial Status Report forms and Request for Reimbursement forms to file for reimbursement of services and equipment); and
- 5.14.4. confirm the reimbursable amount listed on the form.

The documentation shall consist of a dated invoice that shows the amount billed to the Performing Party, any "past due" amount from previous invoices, and explanation of services provided. The Performing Party or subcontractor must provide any other documentation requested by the TCEQ. Although canceled checks represent the preferred types of documentation for purposes of this section, the Performing Party or subcontractor may substitute/attach other records or documents that provide the same type of information, such as issued purchase orders and/or invoices marked "received/paid," or other evidence of payment. The Performing Party or subcontractor shall not intentionally break up single orders of identical or similar items, materials, or supplies simply for the purpose of avoiding the above requirement to provide confirming documentation when submitting reimbursement requests to the TCEQ.

- 5.15. Vendor or Sub-grantee Services Not Procured Using Price Competition: Information detailing the expenses incurred shall be submitted along with an explanation of the services provided. For any expenses (goods or services) which are not procured using price competition, the Performing Party must perform a price or cost analysis to determine the reasonableness of the price and maintain documentation of such analysis which shall be produced to the TCEQ upon request.
- 5.16. All requests for reimbursement of expenditures that fall within either the Personnel/Salary categories of the Scope of Work, if authorized and included, shall be itemized by the Performing Party or subcontractor.
 - 5.16.1. Personnel/Salary: No supporting documentation is required to be attached invoice with respect to reported "Personnel/Salary" expenditures on the invoice. The Performing Party or subcontractor is expected to maintain signed time sheets that can serve to verify the total, overall hours of staff time being directly billed to this Contract.
- 5.17. Travel: If employee travel costs are authorized and included in the Scope of Work, all costs listed in the invoices must be documented with information that identifies the name of the traveler(s), dates of travel, purpose/location of travel, costs for meals, transportation, and lodging to substantiate the reported reimbursable costs. If TCEQ waives the requirement for submitting the following travel documentation with the RFR, documentation which must be maintained by the Performing Party or subcontractor and made available during an on-site audit/monitoring visit, or upon request, for the purpose of substantiating travel-related costs, includes the following: (1) legible copies

of the Performing Party- or subcontractor-approved travel vouchers, or other equivalent documentation, signed by the employees who traveled; and (2) any travel-related expenses under this Contract borne directly by the Performing Party or subcontractor (and for which reimbursement by the Performing Party to the traveler was not required). Receipts should be separate and show, at a minimum, the traveler's name, the travel location, and the travel date(s).

- 5.18. All FSR's with expenditures that fall within the Equipment, Supplies, Other, Contractual, and Construction categories of the Scope of Work shall be itemized by the Performing Party or subcontractor on the FSR. In addition, the Performing Party or subcontractor shall attach, for each reimbursable cost listed, documentation as specified in the Required Documentation paragraph in this section.
- 5.19. The TCEQ may reject requests for reimbursement that fail to demonstrate that costs are eligible for reimbursement or which fail to conform to the requirements of the Contract.
- 5.20. In determining the amount of the final payment, the TCEQ may withhold from reimbursement the amount of any over payment and any reasonable amount until the TCEQ is satisfied that all conditions and requirements are completed and accepted.
- 5.21. All FSR's must be signed by an authorized representative of the Performing Party.
- 5.22. Documentation of Project Expenses. The Performing Party shall maintain accurate and detailed documentation to evidence the payment of expenses. The Performing Party shall provide such documentation upon request and for any audit purposes. This documentation shall be maintained for at least three (3) years after the end of this Contract.

6. ARTICLE 6. LEVEL OF EFFORT CERTIFICATION AND PERSONNEL ELIGIBILITY LIST

6.1 General Term and Condition 4.3 is removed in its entirety. The Performing Party will not seek reimbursement of salary or wages under this Contract.

6.2 General Term and Condition 4.2 is removed in its entirety. The Performing Party will not seek reimbursement of salary or wages under this Contract.

Scope of Work

582-25-03023

I. Facts and Purpose

The Texas Commission on Environmental Quality (TCEQ) proposes to grant Smith County Local Emergency Planning Committee (LEPC) funding to purchase goods and services listed in **Table 1. Approved Purchase List** to allow the LEPC to establish, maintain, and/or improve their implementation of Emergency Planning and Community Right-to-Know Act (EPCRA).

Purchases must be made in accordance with the application amounts and quotes attached in the Approved Grant Application. **Any purchases that differ from the quotes submitted must be approved in writing by the TCEQ Grant Manager prior to purchase.** If this process is not followed the item may no longer be approved. This will also be documented on the evaluation and used during future grant rounds to evaluate applications.

A formal, written approval from the TCEQ Grant Manager will be required if new items are added to **Table 1. Approved Purchase List**. The LEPC must retain documentation of these purchases and submit them with the Quarterly Financial Status Reports (FSR).

Table 1. Approved Purchase List

Item Number	Budget Category	Item Description	Cost Per Unit	Quantity	Total
1	Equipment	Drone*	\$23,000.00	1	\$23,000.00
				Total:	\$23,000.00

*Any drone purchase must be listed on the Blue UAS Cleared List: [Blue UAS Cleared Drone List](#).

If the total approved funding for an item is less than the amount requested in the original grant application, then the grantee agrees and acknowledges that the remaining cost for purchase of the item is the sole responsibility of the grantee.

II. Schedule of Financial Status Reports (FSRs):

- a) An initial Financial Status Report must be submitted within 30 days of the final signature of the Contract. The initial FSR allows TCEQ to award funding in advance.
- b) Quarterly Financial Status Reports must be completed for each of the reporting periods specified below. The first quarterly report will have the same effective date as the Contract and match the end date of the applicable quarter. For example, if your contract is effective on March 25, your first quarterly report will be from March 25 to May 31 and be due on June 15. Once the final FSR is submitted no further reports will be required. The final report must be conspicuously marked final with a minimum of box six on the FSR checked as final.

<u>Reporting Period</u>	<u>Dates</u>	<u>Due by</u>
1	June 1 to August 31	September 15
2	September 1 to November 30	December 15
3	December 1 to February 28/29	March 15
4	March 1 to May 31	June 15

During this grant round all purchases must take place between the Contract effective date and August 31, 2026.

All Terms and Conditions listed in this Contract must be followed. **It is the responsibility of the grantee to adhere to all Contract Terms and Conditions.** This Scope of Work does not override any of the Terms and Conditions listed in this Contract.

III. Description of Deliverables

Grantee must initial next to each line item as indication of understanding and agreement to complete each deliverable.

- _____ a. Purchase items in Table 1. Approved Purchase List in accordance with the grant application. Any **deviations must be approved**, in writing, by the TCEQ Grant Manager **PRIOR** to purchase.
- _____ b. Effectively communicate with the TCEQ Grant Manager regarding any questions, comments, issues, or deficiencies.
- _____ c. Submit FSRs in accordance with the Schedule of Financial Status Reports (Section III. Timeline of Deliverables). FSRs must be accompanied by supporting documentation including, but not limited to, receipts, training certificates, invoices, and proof of purchase. The TCEQ reserves the right to request FSRs more frequently than quarterly.
- _____ d. Retain all documentation associated with this grant application and all FSRs submitted to TCEQ as part of this Contract.

Documentation must be available upon request from the TCEQ Grant Manager.

- _____ e. **Travel Expenses:** All travel expenses must take place during the purchasing period. Travel expenses can only be funded for actual costs. No flat rate per diem will be allowed. All expenses charged to this grant must have itemized receipts documenting the actual expenditures. This includes hotel, meal, and fuel receipts. Any meal receipts without an itemized list of what was actually purchased may require additional documentation detailing what was purchased or be denied.
- _____ f. All funds must be expended or returned to the TCEQ in accordance with the deadlines stated within Article 3.5 of the Special Terms and Conditions of the Contract.

IV. Timeline of Deliverables

- a. **Any changes to the approved purchase list must be approved in writing by the TCEQ Grant Manager prior to purchase under all circumstances.**
- b. **Submit initial FSR to allow upfront funding:** 30 days after date of last signature on the Contract.
- c. **Quarterly FSR Due:** by September 15, 2025
- d. **Quarterly FSR Due:** by December 15, 2025
- e. **Quarterly FSR Due:** by March 15, 2025
- f. **Quarterly FSR Due:** by June 15, 2026
- g. **Quarterly FSR Due:** by September 15, 2026
- h. **Purchasing deadline:** by August 31, 2026
- i. **Contract End Date:** August 31, 2026

V. TCEQ Responsibilities/Designation of Staff

A. TCEQ responsibilities:

- Review all FSRs and request any edits necessary for approval.
- Complete a performance evaluation after the Contract is closed out.

B. Designation of staff

- Brittany McMillen, [REDACTED] [REDACTED] will be the TCEQ Grant Manager and point of contact for this Contract. Other TCEQ staff will be available in her absence and can be reached at LEPCGRANTS@tceq.texas.gov.

GENERAL TERMS AND CONDITIONS

Revised March 28, 2025

1. CONTRACT PERIOD

- 1.1. **Contract Period.** The Contract begins on the Effective Date and ends on the Expiration Date as provided on the Contract Signature Page. If no Effective Date is provided, the Effective Date of the Contract is the date of last signature. If no Expiration Date is provided, the Expiration Date is August 31st of the same State of Texas Fiscal Year in which the Contract is signed.
- 1.2. **Written Amendments.** This Contract is not subject to competitive selection requirements and may be amended by mutual agreement. Except as specifically allowed by the Contract, all changes to the Contract require a written amendment that is signed by both parties.
 - 1.2.1. **Material Changes.** Material changes to the Contract require a written amendment signed by both parties. These amendments take effect when signed by the Performing Party and TCEQ, unless otherwise designated in the amendment. Material changes include the following:
 - 1.2.1.1. Changes in the total amount of funds in the Budget or the Contract;
 - 1.2.1.2. Changes to the Contract's Expiration Date;
 - 1.2.1.3. Changes to the Scope of Work that affect TCEQ's obligations to the entity providing funding, such as the United States Environmental Protection Agency (EPA), another state or federal agency, or the Texas Legislature; and
 - 1.2.1.4. Changes that affect the material obligations of the Performing Party in this Contract.
 - 1.2.2. **Unilateral Amendments.** As specifically allowed by the Contract, TCEQ may issue unilateral amendments. Unilateral amendments take effect when issued by TCEQ.
 - 1.2.3. **Minor Changes.** The TCEQ Contract Manager and/or the TCEQ Project Manager has the authority, without a written amendment, to correct typographical errors; make written Contract interpretations; and make minor, non-material changes to the requirements in the Scope of Work, the Procedures for Work Orders, or the Work Orders (including Proposals for Grant Activities); or as agreed to elsewhere in the Contract. Performing Party must provide TCEQ with a written objection to any Minor Change no later than five (5) business days from the effective date of the Minor Change. A copy of the agreed change shall be retained in the appropriate file by both the Performing Party and TCEQ.
 - 1.2.3.1. Minor, non-material changes include:
 - 1.2.3.1.1. Changes to the schedule in the Scope of Work including an extension of a deliverable due date, not to exceed the expiration date of the Contract;
 - 1.2.3.1.2. Changes to the schedule in the Work Order including an extension of a deliverable due date, not to exceed the expiration date of the Work Order;

1.2.3.1.3. Changes to the individual tasks/activities in the Scope of Work or Work Order, if applicable, that do not substantially change the obligations of the Parties relative to those tasks/activities;

1.2.4. It is the Performing Party's responsibility to request extensions to the deliverable schedule and other changes that are within the authority of TCEQ.

1.3. **Extensions.** TCEQ may by unilateral written amendment extend the Expiration Date for a period of up to 90 days. Unless otherwise indicated in the applicable contract amendment, an extension does not extend any other deadlines or due dates other than the expiration of the Contract Period.

2. FUNDS

2.1. **Grants.** If this Contract was entered under the TCEQ's authority to award grants, TCEQ is providing financial assistance to the recipient to undertake its own project.

2.2. **Maximum Authorized Reimbursement.** The total amount of funds provided by TCEQ for the Contract will not exceed the amount of the Maximum Authorized Reimbursement, as amended.

2.2.1. **Availability of Funds.** This Contract and all claims, suits or obligations arising under or related to this Contract are subject to the receipt and availability of funds, including appropriation by the Texas Legislature, for the purposes of this Contract or the respective claim, suit or obligation, as applicable. This Contract is contingent on the continuing appropriation of funds, and funds may be limited by the term of each state biennium. Performing Party agrees that if the funds appropriated to the Agency for this grant program are required to be reallocated to fund other federal or state programs or purposes, TCEQ is not liable to pay any remaining balance on this grant. This Contract shall not be construed to create debt against the State of Texas. Performing Party will ensure that this article is included in any subcontract it awards.

2.2.2. **Fiscal Year Restrictions.** In order to be reimbursed under this Contract, costs must be incurred during the Contract Period and within the time limits applicable to the funds from which the Contract is being paid. TCEQ is not obligated to extend deadlines to match the maximum period of the funding.

2.3. **Abortion Funding Limitation.** Performing Party represents and warrants that payments made by TCEQ to Performing Party and Performing Party's receipt of appropriated funds under the Contract are not prohibited by Article IX, Section 6.24 of the General Appropriations Act, nor by Texas Government Code Chapter 2273 *Prohibited Transactions*.

3. ALLOWABLE COSTS

3.1. **Conforming Activities.** TCEQ will reimburse the Performing Party for necessary and reasonable allowable costs that are incurred and paid by the Performing Party in performance of the Scope of Work as authorized by this Contract in the Cost Budget or Fixed Payment Amounts.

3.2. **TxGMS.** Allowable costs are restricted to costs that comply with the Texas Grant Management Standards (TxGMS) and applicable state and federal rules and law. The parties agree that all the requirements of TxGMS apply to this Contract,

including the criteria for allowable costs. Additional federal requirements apply if this Contract is funded, in whole or in part, with federal funds.

4. REIMBURSEMENT

- 4.1. **Reimbursement Requests.** Performing Party shall invoice TCEQ to request reimbursement for its allowable costs incurred in performing the Scope of Work. Performing Party's invoice shall conform to all reimbursement requirements specified by TCEQ. The invoice must include the Financial Status Report, or if specifically allowed in the Contract, substitute form(s).
- 4.2. **Personnel Eligibility List (PEL).** If TCEQ will be reimbursing salary or wages, Performing Party must submit a completed Personnel Eligibility List (PEL) prior to starting activities under this Contract. The Performing Party must submit an updated PEL with any invoice following changes to the information provided in the most recent PEL. If a Contract amendment is necessary due to changes reflected on the PEL, Performing Party must immediately submit an updated PEL with a request to amend the Contract.
- 4.3. **Level-of-Effort Reporting.** Performing Party must submit records to support reimbursement requests for exempt employee salaries, where costs are determined based on a percentage of the employee's time performing contract activities. These records must meet the Standards for Documentation of Personnel Expenses in TxGMS or Title 2 Code of Federal Relations (CFR), Section 200.430, as applicable based on whether state or federal money is used by TCEQ to fund the grant activities.
- If TCEQ determines that the records do not comply with the requirements of TxGMS or 2 CFR § 200.430, the Performing Party will work with TCEQ to bring the level of record keeping into compliance. TCEQ may require the Performing Party to complete the attached Level-of Effort Certification (LEC) form. If required, the LEC form must be completed and submitted with each invoice.
- 4.4. **Timesheets.** The Performing Party must retain records of timesheets supporting reimbursement requests for nonexempt employees, which are maintained as part of Performing Party's timekeeping system. Timesheets are not required to be submitted with each request for reimbursement; however, the Performing Party must make timesheets available upon request by TCEQ, as necessary for TCEQ to perform its monitoring requirements and audit purposes.
- 4.5. **Conditional Payments.** Reimbursements are conditioned on the Scope of Work being performed in compliance with the Contract. Performing Party shall return payment to TCEQ for either overpayment or activities undertaken that are not compliant with the Scope of Work. This does not limit or waive any other TCEQ remedy.
- 4.6. **No Interest for Delayed Payment.** Since the Performing Party is not a vendor of goods and services within the meaning of Texas Government Code Chapter 2251, no interest is applicable for any late payments.
- 4.7. **Release of Claims.** As a condition to final payment or settlement, or both, the Performing Party shall execute and deliver to the TCEQ a release of all claims against the TCEQ for payment under this Contract.
- 4.8. **State Agencies/Institutions of Higher Education.** If the Performing Party is a state agency or institution of higher education (IHE), payments must be made via interagency transaction voucher (ITV). Please provide a Recurring Transaction Index (RTI) number on the face of the invoice. If a state agency or IHE Performing Party wishes for payment to be made by a method other than ITV, it must make

arrangements with TCEQ that are acceptable to the Texas Comptroller of Public Accounts and TCEQ.

5. FINANCIAL RECORDS, ACCESS, AND AUDITS

- 5.1. **Audit of Funds.** The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under this Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Performing Party further agrees to fully cooperate with the State Auditor's Office or its successor during any audit or investigation, including providing all records requested. Performing Party shall ensure that this clause concerning the audit of funds accepted under this Contract is included in any subcontract it awards.
- 5.2. **Financial Records.** Performing Party shall maintain and retain all records relating to the performance of this Contract including supporting fiscal documents adequate to ensure that claims for funds are in accordance with acceptable State of Texas requirements. These records will be maintained and retained by the Performing Party for a period of four (4) years after the Contract Expiration Date or until all audit, claim, and litigation matters are resolved, whichever is later. The Performing Party must include the substance of this clause in all subawards and subcontracts.
- 5.2.1 The Performing Party must maintain financial records for costs under the Scope of Work in accordance with generally accepted accounting practices.
- 5.2.2 Upon request by TCEQ or its authorized representative, Performing Party shall submit records in support of reimbursement requests. Performing Party shall allow access during business hours to its financial records by TCEQ and other state agencies for the purpose of inspection and audit.
- 5.3. **Financial Audit or Program-specific Audit.** If the Performing Party expends more than \$1,000,000 in state grant awards, including this Contract, during its fiscal year, the Performing Party must have an annual independent financial audit conducted or have a program-specific audit conducted, as allowed in TxGMS. All audits must be conducted in accordance with generally accepted government accounting standards (GAGAS) for governmental entities and generally accepted accounting standards (GAAS) for non-governmental entities. A federal single audit may be accepted by TCEQ if it is prepared in accordance with the Uniform Grant Guidance and addresses internal controls and other grant requirements applicable to this Contract's administrative requirements and grant activities. The Performing Party's audit reporting package must be provided to TCEQ as specified in TxGMS.
- 5.4. **Audit Findings.** Performing Party must immediately notify the TCEQ of any audit findings specifically related to this award and provide the TCEQ a copy of such findings within three (3) business days after issuance. By submitting an invoice, Financial Status Report, or other financial reporting documentation, Performing Party certifies that it did not receive audit findings specifically related to this award during the invoicing/reporting period, except for such audit findings Performing Party already provided notice of in accordance with this Article.

6. PERFORMING PARTY'S RESPONSIBILITIES

- 6.1. **Performing Party's Responsibility for the Scope of Work.** Performing Party undertakes performance of the Scope of Work as its own project and does not act in any capacity on behalf of TCEQ nor as a TCEQ agent or employee. Performing

Party agrees that the Scope of Work is performed at Performing Party's sole risk as to the means, methods, design, processes, procedures, and performance.

- 6.2. **Identification and Flow Down Requirements.** Any subaward from this Contract by the Performing Party to a subrecipient must be clearly identified as a subaward. The Performing Party must flow down applicable Contract requirements to subrecipients and subcontractors.
- 6.3. **Independent Contractor.** The parties agree that the Performing Party is an independent contractor. Nothing in this Contract shall create an employee-employer relationship between Performing Party and TCEQ. Nothing in this Contract shall create a joint venture between TCEQ and the Performing Party.
- 6.4. **Performing Party's Responsibilities for Subcontractors.** All acts and omissions of subcontractors, suppliers, and other persons and organizations performing or furnishing any of the Scope of Work under a direct or indirect contract with Performing Party shall be considered to be the acts and omissions of Performing Party. Performing Party represents and warrants that it will maintain oversight to ensure that subcontractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- 6.5. **Performing Party's Responsibilities for Subrecipients.** Performing Party represents and warrants that it will monitor the activities of any subrecipients as necessary to ensure that the subaward is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subaward, and that subaward performance goals are achieved.
- 6.6. **No Third-Party Beneficiary.** TCEQ does not exercise any of its rights and powers under the Contract for the benefit of third parties. Nothing in this Contract shall create a contractual relationship between TCEQ and any of the Performing Party's subcontractors, suppliers, or other persons or organizations with a contractual relationship with the Performing Party.
- 6.7. **Non-discrimination.** The Performing Party will comply with all state and federal statutes relating to non-discrimination. If the Performing Party is an employer under the Texas Labor Code, it must not discriminate on the basis of race, color, disability, religion, sex, national origin, age, or genetic information in its employment decisions.
- 6.8. **Excluded Parties.** Performing Party represents and warrants that it is not listed in the prohibited vendors lists 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. Performing Party will notify TCEQ if it can no longer make this representation.
- 6.9. **COVID-19 Vaccine Passport Prohibition.** Under Texas Health and Safety Code Section 161.0085, Performing Party certifies that it is not ineligible to receive the Contract and will maintain this certification throughout the term of the Contract.
- 6.10. **Cybersecurity Training.** Performing Party shall ensure that any Performing Party representative (employee, officer, or subcontractor personnel) who has Access to a TCEQ Computer System or Database completes a cybersecurity training program certified by the Texas Department of Information Resources (DIR) under Section 2054.519 of the Texas Government Code, when the Contract is executed and annually as applicable.
 - 6.10.1. "Access to TCEQ Computer System or Database" means having a TCEQ network user account or the authorization to maintain, modify, or allow

- access control to any TCEQ web page, TCEQ computer system, or TCEQ database.
- 6.10.2. Within seven (7) days after the execution of the Contract, the Performing Party shall provide a list of persons requiring training to the TCEQ Contract Manager, and thereafter provide an updated list by the first workday of any additional person who becomes subject to the cybersecurity training requirements. For applicable umbrella contracts, Performing Party shall provide a list of any persons requiring training within seven (7) days of issuance of Notice to Proceed/Commence for any Work Order that requires Access to a TCEQ Computer System or Database.
- 6.10.3. If a Performing Party representative has previously completed a DIR-certified cybersecurity training during a State of Texas Fiscal Year in which the Contract is effective, Performing Party shall provide evidence that the Performing Party representative completed the required training to the TCEQ Contract Manager within seven (7) days after the execution of the Contract or as applicable, the issuance of a Notice to Proceed/Commence for any Work Order that requires Access to a TCEQ Computer System or Database.
- 6.10.4. For Contracts that have contract periods that continue beyond August 31st of the State of Texas Fiscal Year in which they are entered, all persons performing work under the Contract shall take cybersecurity training each fiscal year that the Contract remains effective. By August 1st each year, the Performing Party must provide to the TCEQ Contract Manager a list of persons that must complete cybersecurity training during the upcoming State of Texas Fiscal Year. By September 30th, the Performing Party representative must complete the required training and the Performing Party must provide evidence that the training was completed. Performing Party shall also retain the evidence that the training was successfully completed.
- 6.10.5. TCEQ will provide access to the cybersecurity training program. Performing Party is responsible for all other costs associated with their representatives completing the training, including time spent completing the training.
- 6.10.6. Performing Party shall notify the TCEQ Contract Manager within two (2) business days when a person with Access to a TCEQ Computer System or Database no longer needs Access to such Computer System or Database.
- 6.10.7. TCEQ may terminate the Contract for cause if Performing Party fails to adhere to any of the above terms, including completing the required certified cybersecurity training or notifying the TCEQ Contract Manager when access is no longer needed.
- 6.10.8. TCEQ may terminate the Contract for cause if a Performing Party representative misuses a TCEQ Computer System or Database, including allowing multiple individuals to utilize a single individual's TCEQ network user account.
- 6.11. **Prohibited Technologies and Covered Applications.** Performing Party certifies that Prohibited Technologies and Covered Applications will not be used on any of Performing Party's or its employees', contractors', and subcontractors' devices including personally-owned devices, if those devices are used to conduct state business, or access state-owned data or information systems. These devices include cell phones, tablets, desktop and laptop computers, and other internet-

capable devices. "Prohibited Technologies" refers to software, applications, technologies, hardware, equipment, and the aforementioned devices made by the developers or manufacturers on the Prohibited Technologies list located on the Texas Department of Information Resources' website at: <https://dir.texas.gov/information-security/prohibited-technologies>. In addition to the DIR list, TCEQ in its sole discretion may designate additional prohibited technologies. "Covered Applications" refers to TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited, or other social media application or service identified by proclamation of the Governor under Texas Government Code Section 620.005.

- 6.12. **Firearm Suppressor Policy.** Performing Party certifies that it has not received a final judicial determination finding it adopted a rule, order, ordinance, or policy under which it enforces, or allows the enforcement of, a federal statute, order, rule, or regulation that purports to regulate a firearm suppressor in violation of Texas Government Code Section 2.102(a) in an action brought by the Attorney General under Texas Government Code Section 2.104. If Performing Party is currently being sued under Texas Government Code Section 2.104 or is sued under this section at any point during the duration of this Contract, Performing Party agrees to immediately disclose the lawsuit and its posture to TCEQ.

7. TIME AND FORCE MAJEURE

- 7.1. **Time is of the Essence.** Performing Party's timely performance is a material term of this Contract. The Performing Party will submit timely, complete, and accurate deliverables in accordance with the Contract.
- 7.2. **Delays.** Where Performing Party's performance is delayed, except by force majeure or act of the TCEQ, TCEQ may withhold or suspend reimbursement, terminate the Contract for cause, or enforce any of its other rights. Termination for convenience may be effected even in case of Force Majeure or act of TCEQ.
- 7.3. **Force Majeure.** Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, or other causes that are beyond the reasonable control of either party, could not reasonably be foreseen, and by the exercise of all reasonable due diligence, is unable to be overcome by either party. Neither party shall be liable to the other for any failure or delay of performance of any requirement included in the contract caused by force majeure. Upon timely notice by the non-performing party, the time for performance shall be extended for a reasonable period after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. The non-performing party must provide evidence of any failure resulting in impossibility to perform.

8. CONFLICT OF INTEREST

- 8.1. Performing Party represents and warrants that in the administration of the Contract, it will comply with all conflict-of-interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Texas Local Government Code Chapter 176. If circumstances change during the course of the contract or grant, Performing Party shall promptly notify TCEQ.

Contractor (including Subcontractors) must perform the Work in an unbiased manner. A conflict of interest exists whenever an entity's or person's roles or interests may be in conflict, regardless of whether the conflict results in any actual detriment or deficiency in the entity or person's performance of its duties. Performing Party shall have a policy governing disclosure of actual and potential

conflicts of interests. Specifically, for work performed under this Contract by Performing Party or any related entity or individual, Performing Party shall promptly disclose in writing to TCEQ any actual, apparent, or potential conflicts of interest, including but not limited to disclosure of any organizational conflicts of interest between Performing Party and its subcontractors or subrecipients under a subaward.

- 8.2. No entity or individual with any actual, apparent, or potential conflict of interest will take part in the performance of any portion of the Scope of Work, nor have access to information regarding any portion of the Scope of Work, without TCEQ's written consent in the form of a unilateral amendment. Performing Party agrees that TCEQ has sole discretion to determine whether a conflict exists, and that a conflict of interest is grounds for termination of this Contract.

9. DATA AND QUALITY

- 9.1. **Quality and Acceptance.** All work performed under this Contract must be complete and satisfactory in the reasonable judgment of the TCEQ. All materials and equipment shall be handled in accordance with instructions of the applicable supplier, except as otherwise provided in the Contract.
- 9.2. **Quality Assurance.** All work performed under this Contract that involves the acquisition of environmental data will be performed in accordance with a TCEQ-approved Quality Assurance Project Plan (QAPP) meeting all applicable TCEQ and EPA requirements. Environmental data includes any measurements or information that describe environmental processes, location, or conditions, and ecological or health effects and consequences. Environmental data includes information collected directly from measurements, produced from models, and compiled from other sources such as databases or literature. No data collection or other work covered by this requirement will be implemented prior to Performing Party's receipt of the QAPP signed by TCEQ and, if necessary, the EPA. Without prejudice to any other remedies available to TCEQ, TCEQ may refuse reimbursement for any environmental data acquisition performed prior to approval of a QAPP by TCEQ and, if necessary, the EPA. Also, without prejudice to any other remedies available to TCEQ, Performing Party's failure to meet the terms of the QAPP may result in TCEQ's suspension of associated activities and non-reimbursement of expenses related to the associated activities.
- 9.3. **Laboratory Accreditation.** Any laboratory data or analyses provided under this Contract must be prepared by a laboratory that is accredited by TCEQ according to Title 30 Texas Administrative Code (30 TAC) Chapter 25, subchapters A and B, unless TCEQ agrees in writing to allow one of the regulatory exceptions specified in 30 TAC Section 25.6.

10. INTELLECTUAL PROPERTY

- 10.1. **Third Party Intellectual Property.** Unless specifically modified in an amendment or waived in a unilateral amendment, Performing Party must obtain all intellectual property licenses expressly required in the Scope of Work, or incident to the use or possession of any deliverable under the Contract. Performing Party shall obtain and furnish to TCEQ: documentation on the use of such intellectual property, and a perpetual, irrevocable, enterprise-wide license to reproduce, publish, otherwise use, or modify such intellectual property and associated user documentation, and to authorize others to reproduce, publish, otherwise use, or modify such intellectual property for TCEQ non-commercial purposes, and other purposes of the State of Texas.

- 10.2. **Grant of License.** Performing Party grants to TCEQ a nonexclusive, perpetual, irrevocable, enterprise-wide license to reproduce, publish, modify, or otherwise use for any non-commercial TCEQ purpose any preexisting intellectual property belonging to the Performing Party that is incorporated into any new works created as part of the Scope of Work, intellectual property created under this Contract, and associated user documentation.

11. INSURANCE AND INDEMNIFICATION

- 11.1. **Insurance.** Unless prohibited by law, the Performing Party shall require its contractors to obtain and maintain during the Contract Period adequate insurance coverage sufficient to protect the Performing Party and the TCEQ from all claims and liability for injury to persons and for damage to property arising from the Contract. Unless specifically waived by the TCEQ, sufficient coverage shall include Workers Compensation and Employer's Liability Insurance, Commercial Automobile Liability Insurance, and Commercial General Liability Insurance. Before any Performing Party contractor performs any work at a TCEQ facility, Performing Party shall provide TCEQ a Certificate of Insurance for the contractor's Workers Compensation and Employer's Liability Insurance.

11.2. **Indemnification.**

- 11.2.1. IF PERFORMING PARTY IS NOT A STATE AGENCY OR LOCAL GOVERNMENT, THEN TO THE EXTENT ALLOWED BY LAW, THE PERFORMING PARTY SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND TCEQ, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF PERFORMING PARTY OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT.
- 11.2.2. TO THE EXTENT AUTHORIZED BY LAW, THE PERFORMING PARTY SHALL REQUIRE ALL CONTRACTORS PERFORMING CONTRACT ACTIVITIES ON BEHALF OF PERFORMING PARTY TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE TCEQ AND PERFORMING PARTY AND THEIR OFFICERS, AND EMPLOYEES, FROM AND AGAINST ALL LOSSES, LIABILITIES, DAMAGES, AND OTHER CLAIMS OF ANY TYPE ARISING FROM THE PERFORMANCE OF CONTRACT ACTIVITIES BY THE CONTRACTOR OR ITS SUBCONTRACTORS, SUPPLIERS AND AGENTS, INCLUDING THOSE ARISING FROM DEFECT IN DESIGN, WORKMANSHIP, MATERIALS, OR FROM INFRINGEMENT OF ANY PATENT, TRADEMARK, OR COPYRIGHT; OR FROM A BREACH OF APPLICABLE LAWS, REGULATIONS, SAFETY STANDARDS, OR DIRECTIVES.
- 11.2.3. ANY INDEMNIFICATION DEFENSE SHALL BE COORDINATED BY PERFORMING PARTY WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND PERFORMING PARTY MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. PERFORMING PARTY AND TCEQ AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

- 11.2.4. THIS SECTION IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE PERFORMING PARTY OR ITS CONTRACTORS TO INDEMNIFY OR HOLD HARMLESS THE STATE OR TCEQ FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF TCEQ OR ITS EMPLOYEES.

12. TERMINATION

- 12.1. **Termination for Cause.** TCEQ may, upon providing 10 days' written notice and the opportunity to cure to the Performing Party, terminate this Contract for cause if Performing Party materially fails to comply with the Contract including any one or more of the following acts or omissions: nonconforming work or existence of a conflict of interest. Termination for cause does not prejudice TCEQ's other remedies authorized by this Contract or by law.
- 12.2. **Termination for Convenience.** TCEQ may, upon providing 10 days' written notice to the Performing Party, terminate this Contract for convenience. Termination shall not prejudice any other right or remedy of TCEQ or the Performing Party. Performing Party may request reimbursement for: conforming work and timely, reasonable costs directly attributable to termination. Performing Party shall not be paid for: work not performed, loss of anticipated profits or revenue, consequential damages, or other economic loss arising out of or resulting from the termination.
- 12.3. If, after termination for cause by TCEQ, it is determined that the Performing Party had not materially failed to comply with the Contract, the termination shall be deemed to have been for the convenience of TCEQ.

13. DISPUTES, CLAIMS AND REMEDIES

- 13.1. **Payment as a Release.** Neither payment by TCEQ nor any other act or omission other than an explicit written release, in the form of a unilateral amendment, constitutes a release of Performing Party from liability under this Contract.
- 13.2. **Remedies available to the TCEQ.** In the event of Performing Party's nonconformance, TCEQ may do one or more of the following:
- 13.2.1. Issue notice of nonconforming performance;
 - 13.2.2. Reject nonconforming performance and request corrections without charge to the TCEQ;
 - 13.2.3. Reject a reimbursement request or suspend further payments, or both, pending accepted revision of the nonconformity;
 - 13.2.4. Suspend all or part of the contract activities or payments, or both, pending accepted revision of the nonconformity;
 - 13.2.5. Demand restitution and recover previous payments where performance is subsequently determined nonconforming;
 - 13.2.6. Terminate the contract without further obligation for pending or further payment by the TCEQ and receive restitution of previous payments.
- 13.3. **Opportunity to Cure.** The Performing Party will have a reasonable opportunity to cure its nonconforming performance, if possible under the circumstances.
- 13.4. **Cumulative Remedies.** Remedies are cumulative; the exercise of any remedy under this Contract or applicable law does not preclude or limit the exercise of any other remedy available under this Contract or applicable law.

- 13.5. The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under this Contract.

14. SOVEREIGN IMMUNITY

- 14.1. The parties agree that this Contract does not waive any immunity from suit or from liability to which the Performing Party or the State of Texas is entitled by law.

15. SURVIVAL OF OBLIGATIONS

- 15.1. Except where a different period is specified in this Contract or applicable law, all representations, indemnifications, and warranties made in, required by or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, survive for four (4) years beyond the termination or completion of the Contract, or until four (4) years after the end of a related proceeding. A related proceeding includes any litigation, legal proceeding, permit application, or State Office of Administrative Hearings proceeding, which is brought in relation to the Contract or which in TCEQ's opinion is related to the subject matter of the Contract. Either party shall notify the other of any related proceeding if notice of the proceeding has not been provided directly to that other party.

16. UNIFORM ASSURANCES

- 16.1. **Uniform Assurances.** Performing Party assures compliance with the following uniform assurances from TxGMS, as applicable to this Contract. Other assurances from TxGMS may be included elsewhere in this Contract.
- 16.1.1. Performing Party represents and warrants that it will include the following clause in the award documents for any subaward or subcontract funded by this Contract and will require any subrecipients and contractors to certify accordingly: "Under Section 231.006 of the Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application."
- 16.1.2. If Performing Party is a local government, it represents and warrants its compliance with Texas Government Code Section 2054.5191 relating to the cybersecurity training program for local government employees who have access to a local government computer system or database.
- 16.1.3. Performing Party 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.
- 16.1.4. Performing Party agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.
- 16.1.5. Performing Party represents and warrants that it will comply with Texas Government Code Section 2252.906 relating to disclosure protections for

certain charitable organizations, charitable trusts, and private foundations.

- 16.1.6. In accordance with Texas Government Code Section 669.003, relating to contracting with the executive head of a state agency, Performing Party certifies that it is not (1) the executive head of the TCEQ, (2) a person who at any time during the four years before the date of the Contract was the executive head of the TCEQ, or (3) a person who employs a current or former executive head of the TCEQ affected by this section.
- 16.1.7. Performing Party 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:
- Parts 2 and 3 of the Texas General Appropriations Act, Art. IX, except there is no requirement for increased salaries for local government employees;
 - Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and
 - Sections 2113.012 and 2113.101 of the Texas Government Code.
- 16.1.8. Performing Party represents and warrants that TCEQ's payments to Performing Party and Performing Party's receipt of appropriated or other funds under the Contract are not prohibited by Texas Government Code Section 556.0055 which restricts lobbying expenditures.
- 16.1.9. If Performing Party is a governmental entity, it represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meetings of a governmental body to be open to the public, except as otherwise provided by law.
- 16.1.10. Performing Party 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.
- 16.1.11. If Performing Party is a local entity, Performing Party 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 Section 364.003. If Performing Party is currently being sued under the provisions of Local Government Code Section 364.003, or is sued under this section at any point during the duration of this grant, Performing Party must immediately disclose the lawsuit and its current posture to the TCEQ.
- 16.1.12. Performing Party represents and warrants that it will comply with Texas Government Code Section 321.022, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

17. RECORDS AND CONFIDENTIAL INFORMATION:

- 17.1. **For records in the possession of TCEQ.** Performing Party agrees that TCEQ shall have the discretion to determine whether information in its possession should be released or whether an exception should be pursued from the Office of the Attorney General of Texas (OAG). If TCEQ receives a PIA request related to the

information that the Performing Party has submitted and marked confidential, TCEQ will inform Performing Party of the request in a timely manner sufficient to permit Performing Party to make an argument of confidentiality to the OAG.

- 17.2. **For Records in the Possession of Performing Party or a Subrecipient to which the PIA Applies.** If Performing Party or a subrecipient receives a request for the documents and records, it shall inform the TCEQ (and any awarding agency through whom funds from the TCEQ have passed) of the request in a timely manner sufficient to permit TCEQ to specify that the Performing Party request, or require its subrecipient to request, an opinion from the OAG so that TCEQ may make an argument of confidentiality to the OAG.
- 17.3. **For Records in the Possession of a Performing Party, Contractor, Subcontractor, or a Subrecipient to which the PIA does not Apply.** If the Performing Party's contractor or subcontractor or subrecipient to which the PIA does not apply receives a PIA request, Performing Party shall require its contractor or subcontractor to immediately transfer to the Performing Party (or subrecipient with whom it is in a contractual relationship) a copy of the request and all documents that are responsive to the request. The term above regarding records in the possession of the Performing Party or a subrecipient will then apply.
- 17.4. Performing Party shall ensure that its subgrants and contracts/subcontracts include language to enforce these requirements.
- 17.5. **Confidential Information.**
- 17.5.1. **TCEQ's Confidential Information.** If TCEQ provides Performing Party information identified as confidential or proprietary, Performing Party has a duty to maintain its confidentiality and prevent unauthorized release, except as required under the PIA and as set forth in the Public Information and Release of Information term above. Performing Party is permitted to use, copy, and disclose confidential information to Performing Party employees, subrecipients, and contractors only as necessary to fulfill Performing Party's obligations.
- 17.5.2. **Performing Party's Confidential Information.** If Performing Party submits information to TCEQ that it believes is subject to a PIA exception and should not be released, it shall mark each page of such information with "CONFIDENTIAL; INFORM PERFORMING PARTY AND SEEK OAG OPINION PRIOR TO RELEASE" or a similar statement. TCEQ will handle requests for information marked confidential by the Performing Party as set forth in the Public Information and Release of Information provision. The following information is considered public information under Texas Government Code Section 552.1101(b) regardless of whether Performing Party identifies it as being confidential:
- information in a voucher or contract relating to the receipt or expenditure of public funds by a governmental body; or
 - communications and other information sent between a governmental body and a vendor or contractor related to the performance of a final contract with the governmental body or work performed on behalf of the governmental body.
- Information specified in Texas Government Code Section 552.0222 as not being within an exception to disclosure is releasable regardless of whether Performing Party identifies it as being confidential.

- 17.6. Performing Party must take reasonable cybersecurity and other measures to safeguard information including protected personally identifiable information (PII) and sensitive information. Performing Party must be in compliance with applicable federal, state, and local laws regarding privacy and obligations of confidentiality.

18. CONTRACT INTERPRETATION

- 18.1. **Definitions.** The word “include” and all forms such as “including” mean “including but not limited to” in the Contract and in documents issued in accordance with the Contract, such as Work Orders or Proposals for Grant Activities (PGAs).
- 18.2. **Headings.** Any headings or subheadings contained in this Contract are for convenience only and do not control or affect the meaning or construction of any provision of this Contract.
- 18.3. **Delivery of Notice.** Notices are deemed to be delivered three (3) working days after postmarked if sent by U.S. Postal Service certified or registered mail, return receipt requested. Notices delivered by other means are deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, email, or other commercially accepted means.
- 18.4. **Interpretation of Time.** All days are calendar days unless stated otherwise. Days are counted to exclude the first and include the last day of a period. If the last day of the period is a Saturday or Sunday or a state or federal holiday, the period ends on the following day.
- 18.5. **State, Federal Law.** This Contract is governed by and interpreted under the laws of the State of Texas, as well as applicable federal law.
- 18.6. **Severability.** If any provision of this Contract is found by any court, tribunal, or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, or unenforceable, it shall be deemed severable (to the extent of such illegality, invalidity, or unenforceability) and the remaining part of the provision and the rest of the provisions of this Contract shall continue in full force and effect. If possible, the severed provision shall be deemed to have been replaced by a valid provision having as near an effect to that intended by the severed provision as will be legal and enforceable.
- 18.7. **Assignment.** No delegation of the obligations, rights, or interests in the Contract, and no assignment of payments by Performing Party will be binding on TCEQ without its written consent, except as restricted by law. No assignment will release or discharge the Performing Party from any duty or responsibility under the Contract.
- 18.8. **Venue.** Performing Party agrees that the Contract is being performed in Travis County, Texas, because this Contract has been performed or administered, or both, in Travis County, Texas. The Performing Party agrees that any cause of action involving this Contract arises solely in Travis County, Texas.
- 18.9. **Publication.** Performing Party agrees to notify TCEQ five (5) days prior to the publication or advertisement of information related to this Contract. Performing Party agrees not to use the TCEQ logo or the TCEQ graphic or the likenesses of TCEQ employees as an advertisement or endorsement without written permission signed by the appropriate TCEQ authority. Except as otherwise specified in the Contract, the Performing Party shall acknowledge the financial support of the TCEQ in publications, websites, reports, media, and other documents developed for public distribution as a part of this Contract. For these materials, other than

documents prepared exclusively for internal use within the TCEQ, the Performing Party shall use the following statement:

PREPARED IN COOPERATION WITH THE
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

The preparation of this [report/website] was financed [in part, if appropriate] through funding from the Texas Commission on Environmental Quality.

- 18.10. **Waiver.** With the exception of an express, written waiver in the form of a unilateral amendment signed by TCEQ, no act or omission will constitute a waiver or release of Performing Party's obligation to perform conforming contract activities. No waiver on one occasion, whether expressed or implied, shall be construed as a waiver on any other occasion.
- 18.11. **Compliance with Laws.** TCEQ relies on Performing Party to perform all contract activities in conformity with all applicable laws, regulations, and rules and obtain all necessary permits and licenses.
- 18.12. **Counterparts.** This Contract may be signed in any number of copies. Each copy when signed is deemed an original and each copy constitutes one and the same Contract.
- 18.13. **Accessibility.** All electronic content and documents created as deliverables under this Contract must meet the accessibility standards prescribed in Title 1 Texas Administrative Code Section 206.50 and Chapter 213 for state agency web pages, web content, software, and hardware, unless TCEQ agrees that exceptions or exemptions apply.

NOTICES, PROJECT REPRESENTATIVES AND RECORDS LOCATION

1. **Representatives.** The individual(s) named below are the representatives of TCEQ and the Performing Party. They are authorized to give and receive communications and directions on behalf of the TCEQ and the Performing Party as indicated below. All communications including official contract notices must be addressed to the appropriate representative or his or her designee.
2. **Changes in Information.** Either the Performing Party or TCEQ may change its information in this *Notices, Project Representatives and Records Location* document by providing written notice to the other party's representative for contractual matters.

3. TCEQ Representatives

**TCEQ CONTRACT MANAGER
(for Contractual Matters)**

Brittany McMillen
Contract Manager
Title
Texas Commission on Environmental
Quality
P.O. Box 13087
MC-177
Austin, Texas 78711-3087
Telephone No. (512) 239-5073
Facsimile No. (512) 239-0404
Email Address:
brittany.mcmillen@tceq.texas.gov

**TCEQ PROJECT MANAGER
(for Technical Matters)**

Laura Mitchell
Team Leader
Title
Texas Commission on Environmental
Quality
P.O. Box 13087
MC-177
Austin, Texas 78711-3087
Telephone No. (512) 239-5069
Facsimile No. (512) 239-0404
Email Address:
laura.mitchell@tceq.texas.gov

4. Performing Party Representatives. For Contractual Matters

Brandon Moore
Emergency Management Coordinator
Title
Telephone No. 903-590-2649
Facsimile No. 903-590-2647
Email Address: bmoore2@smith-county.com

For Technical Matters

Brandon Moore
Emergency Management Coordinator
Title
Telephone No. 903-530-6267
Facsimile No. 903-590-2647
Email Address: bmoore2@smith-county.com

5. **Invoice Submittal.** Invoices must be submitted to the TCEQ Contract Manager, unless another recipient is identified below:

TCEQ Project Manager / TCEQ Disbursements Section / Other:

6. **Designated Location for Records Access and Review.** The Performing Party designates the physical location indicated below for record access and review pursuant to any applicable provision of this Contract:

11325 Spur 248
Tyler, Texas 75707
(City / State ZIP)

Attachment A:
Release of Claims

(Must be returned with last invoice per the General Term and Condition titled
Release of Claims)

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Conditional Final Waiver and Release of Claims

Upon receipt and clearance of payment from the Texas Commission on Environmental Quality (TCEQ) in the sum of \$ _____, which constitutes final payment to Smith County (hereinafter referred to as "Performing Party"), Performing Party and its successors and assigns, release, discharge and relinquish the TCEQ, its officers, agents, and employees from all claims, known or unknown, arising out of or relating to TCEQ Contract Number _____ (Contract).

It is expressly agreed and understood that this conditional FINAL waiver and release of all claims is effective, without any further action of any party, only upon clearance of final payment to Performing Party in the above-mentioned amount. Performing Party warrants that it has completed all activities described in the Contract.

Executed on this _____ day of _____, 20____.

By: _____
(signature)

(name)

(title)

Attachment B:
Budget Revision Request
(Must be returned as specified in the *Cost Budget*)

BUDGET REVISION REQUEST FORM

Purpose: To document recipient organization’s proposed budget changes to ensure project deliverables are met and fiscal accountability. Prior TCEQ review and approval is required before incurring specific costs resulting in cumulative transfers of more than 10% of the total budget.

Instructions: Complete 1. - 8. Total the amounts.

1. Recipient Organization (Name & Complete Address Including Zip Code):

2. Grant/ Contract Title:		3. Payee Identification No.:	
4. TCEQ Contract No.:		5. Total Project/ Grant Period:	
6. Item List:	7. Approved Budget	8. Change Requested (+ or -)	9. New or Revised Budget
Drone	\$23,000.00		
Total	\$23,000.00		

Justification (Attach additional sheets, if necessary):

*** Budget Revision Request must contain all signatures to be approved/valid ***

Signature of Recipient’s Representative Date

Type or Printed Name and Title

Signature of TCEQ Project Manager Date

Type or Printed Name and Title

Signature of TCEQ Contract Manager Date

Type or Printed Name and Title

Attachment C: Financial Status Report

Texas Commission on Environmental Quality FINANCIAL STATUS REPORT

1. STATE AGENCY ORGANIZATION UNIT TO WHICH REPORT IS SUBMITTED: TCEQ				
2. GRANT/CONTRACT TITLE:				
3. PAYEE IDENTIFICATION NUMBER:		4. RECIPIENT ORGANIZATION (NAME AND COMPLETE ADDRESS, INCLUDING ZIP CODE):		
5. TCEQ CONTRACT NUMBER:				
6. FINAL REPORT: YES NO				
7. ACCOUNTING BASIS: CASH ACCRUAL				
8. TOTAL PROJECT/GRANT PERIOD:		9. PERIOD COVERED BY THIS REPORT:		
FROM TO		FROM TO		
10. Item Description:	Approved Budget	Project Cost This Report	Cumulative Project Cost	Balance **
a. Drone	\$23,000.00			
Total:		\$23,000.00		
<p>*List (Itemize) on the appropriate supplemental form all component expenses comprising the total for each of these categories. Please attach invoices and proofs of payment in accordance with your contract.</p> <p>**Negative balances are not allowed. If there is a negative balance a Budget Revision must be completed. Negative balances are not justification for a late financial Status Report.</p>				
11. CERTIFICATION I certify to the best of my knowledge and belief that this report is correct and complete and that all outlays and unliquidated obligations are for the purposes set forth in the award document.				
Signature of Authorized Certifying Official				
Typed or Printed Name and Title				
Telephone (Area code, number and ext.)		Date Submitted		

ITEMIZATION OF ALL COSTS

ALL PURCHASES (during this report period)

NUMBER PURCHASED	ITEM DESCRIPTION (Should match description provided for approval)	UNIT COST	TOTAL COST
TOTAL EQUIPMENT EXPENDITURES			\$

* LEGIBLE PURCHASE ORDER AND/OR INVOICES MUST BE ATTACHED TO THIS FORM FOR EACH LISTED ITEM OR EXPENDITURE.

*LEGIBLE DOCUMENTATION MUST BE ATTACHED FOR ALL LISTED EXPENDITURES.

* SUBSTANTIATING DOCUMENTATION (time sheets, etc.) MAY BE REQUIRED TO BE ATTACHED TO THIS FORM

5

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: MAY 13, 2025	Submitted by: FRANK DAVIS
Meeting Date: MAY 20, 2025	Department: ROAD & BRIDGE
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Payment of Compensatory Time and Authorize Payment of Overtime	
Agenda Category: <input checked="" type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to authorize the payment of compensatory time currently accrued by the Road & Bridge Department through May 31, 2025, and to further authorize the payment of overtime pay for the remainder of FY2025 (June through September).	
Background: The Road and Bridge Department is requesting the Commissioners Court to authorize the payment of the compensatory time currently accrued through May 31, 2025 and then also authorize the payment of overtime for the remainder of FY25 (May through September) starting on June 1, 2025. Overtime is anticipated during the course of the bond program, most notably during the summer months in order to take advantage of the longer daylight hours for road reconstruction.	
Financial and Operational Impact: Funding for this item is included in the FY2025 Road & Bridge Department Budget (Labor Division: 75-611-4600-110 - Salaries - Overtime) (Equipment Division: 75-615-4600-110 - Salaries - Overtime)	
Attachments: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Return Signed Documents to the following:	
Name: Frank Davis	Email: fdavis@smith-county.com
Name:	Email:
Name:	Email:
Name:	Email:

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to Agenda@smith-county.com and include any necessary attachments. **Deadline is Tuesday at 5:00pm a week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

SUBMIT

Office Use Only
Agenda Item # _____

6

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: MAY 14, 2025	Submitted by: FRANK DAVIS
Meeting Date: MAY 20, 2025	Department: ROAD & BRIDGE
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Road Improvements - Acceptance of Project	
Agenda Category: <input checked="" type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to accept the completion of the construction contract for the Paving and Drainage Improvements to CR 3344 (CR 436 to S.H. 155), authorize the county judge to execute the Reconciliation Change Order, and authorize final payment to A. E. Shull & Company.	
Background: The Road and Bridge Department is requesting The Commissioners Court to accept the completion of RB-41-23, Paving & Drainage Improvements to CR 3344 (from CR 336 to S.H. 155), as performed by A. E. Shull & Company. The contract was awarded in the bid amount of \$4,800,270.60. The final construction cost is in the amount of \$4,578,783.88, resulting in an underrun of \$221,486.72. This project was funded through ARPA and provides for the construction of 1.525 miles of county roadway in the new TEDC Industrial Park.	
Financial and Operational Impact: Underrun amount of awarded contract is \$221,486.72	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name: Frank Davis	Email: fdavis@smith-county.com
Name:	Email:
Name:	Email:
Name:	Email:

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to Agenda@smith-county.com and include any necessary attachments. **Deadline is Tuesday at 5:00pm a week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

SUBMIT

Office Use Only
Agenda Item # _____

RECONCILIATION CHANGE ORDER
Smith County, Texas
County Road 3344
TBC No. 23035

Item No.	Description of Work	Original Contract Quantities			Current In Place			Reconciliation Amount
		Contract Quantity	Contract Unit Price	Contract Amount	Actual Current Quantity	Unit Price	Current Amount	
	Paving and Drainage Improvements		\$	\$		\$	\$	\$
3.4.2	100% Performance, Payment, and Maintenance Bonds for Paving, Drainage, Water, and Sanitary Sewer Improvements	1 LS	60,000.00	60,000.00	1 LS	60,000.00	60,000.00	0.00
3.4	Provide required insurance, including Liability Insurance, with the Owner and Engineer named as additional insured	1 LS	1,000.00	1,000.00	1	1,000.00	1,000.00	0.00
5.9.3	Provide Construction Staking by Registered Professional Land Surveyor for paving, drainage, water, and sanitary sewer construction activities	1 LS	90,000.00	90,000.00	1	90,000.00	90,000.00	0.00
100-A	Preparing Right of Way (From Sta 5+08.87 to Sta 10+00) along I-20 Frontage Road	4.91 STA	75.00	368.25	5	75.00	368.25	0.00
100-B	Preparing Right of Way (From Sta 100+65.55 to Sta 109+13.10 along SH 155)	8.5 STA	75.00	637.50	8.5	75.00	637.50	0.00
100-C	Preparing Right of Way (From Sta 1+79 to Sta 3+00) along County Road 336	1.21 STA	75.00	90.75	1.21	75.00	90.75	0.00
100-D	Preparing Right of Way (From Sta 10+00 to Sta 88+55.31) along County Road 3344	78.55 STA	75.00	5,891.25	78.55	75.00	5,891.25	0.00
100-E	Additional Preparing of Right of Way (Various Locations) along County Road 3344	1.59 AC	5,200.00	8,268.00	3.21	5,200.00	16,692.00	8,424.00
105	Furnish all labor, tools, equipment, supervision, and any other requisite necessary for removing treated and untreated base and asphalt pavement from I-20 Frontage Road and CR 336	949 SY	8.00	7,592.00	949	8.00	7,592.00	0.00
110-A	Furnish all labor, tools, equipment, supervision, and any other requisite necessary to perform unclassified excavation (Roadway and Channel) for road construction	50,707.00 CY	3.00	152,121.00	58,846	3.00	176,538.00	24,417.00
110-B	Furnish all labor, tools, equipment, supervision, and any other requisite necessary to perform unclassified excavation (Roadway) for Road Undercut Areas	2,000.00 CY	8.00	16,000.00	998	8.00	7,984.00	-8,016.00
132-A	Furnish all labor, tools, equipment, supervision, and any other requisite necessary to perform Roadway Embankment (Final)(density control)	45,332 SY	2.00	90,664.00	58,846	2.00	117,692.00	27,028.00
132-B	Furnish all labor, tools, equipment, supervision, and any other requisite necessary to perform Roadway Embankment(Final) to provide select borrow in Road Undercut Areas(density control)	2,000 CY	6.00	12,000.00	998	6.00	5,988.00	-6,012.00
132-C	Furnish all labor, tools, equipment, supervision, and any other requisite necessary for Contractor to place excess excavated, non-waste, material on site in designated areas and properly compact using ordinary compaction methods	5,375 CY	2.00	10,750.00	0	2.00	0.00	-10,750.00
160-A	Furnishing and placing topsoil along CR 3344(from 5+08.87 to 88+07.34) and CR 336 (from Sta 1+79 to 3+00) to a depth of 4-inches on ROW, drainage easements, utility easements, slope easements, and temporary work areas	84.20 STA	340.00	28,628.00	84.20	340.00	28,628.00	0.00
160-B	Furnish and place topsoil (From Sta 100+65.55 to Sta 109+13.10) along SH 155 for Decel Lane to a depth of 4-inches	8.50 STA	500.00	4,250.00	8.50	500.00	4,250.00	0.00

RECONCILIATION CHANGE ORDER
Smith County, Texas
County Road 3344
TBC No. 23035

Item No.	Description of Work	Original Contract Quantities			Current In Place			Reconciliation Amount
		Contract Quantity	Contract Unit Price	Contract Amount	Actual Current Quantity	Unit Price	Current Amount	
164.3.1T	Furnish broadcast seeding (Temp)(warm or cool) for erosion control, including fertilizer	34,250 SY	\$ 0.15	\$ 5,137.50	101,180	\$ 0.15	\$ 15,177.00	\$ 10,039.50
164.3.1P	Furnish broadcast seeding (Perm)(Urban)for erosion control, including fertilizer	34,250 SY	0.15	5,137.50	0	0.15	0.00	-5,137.50
164.3.3T	Furnish and install cellulose fiber mulch seeding(Temp)(Warm or Cool)for erosion control, including fertilizer	68,500 SY	0.50	34,250.00	0	0.50	0.00	-34,250.00
164.3.3P	Furnish and install cellulose fiber mulch seeding (Perm)(Urban) for erosion control, including fertilizer	68,500 SY	0.50	34,250.00	169,680	0.50	84,840.00	50,590.00
169.2.1.4	Furnish, install, and maintain soil retention blankets, Class 1, Type D	4,685 SY	1.00	4,685.00	19,640	1.00	19,640.00	14,955.00
275-A	Furnish and apply Cement Treatment (Road Mixed), Application Rate=33.33 lbs./sy (Quantity calculated on 29,888 SY)	498 TN	250.00	124,500.00	493.63	250.00	123,407.50	-1,092.50
275-B	Install Cement Treatment (Road Mixed) Material and compact subgrade to 95% of TEX-120-E (10-inch depth)(6-inches from edge of base)	29,888 SY	2.00	59,776.00	29,763.22	2.00	59,526.44	-249.56
275-C	For SH 155 and I-20 Frontage Road, Furnish and apply Cement Treatment (Road Mixed), Application Rate=40lbs./sy (Quantity calculated on 4,667 SY)	89 TN	250.00	22,250.00	89.49	250.00	22,372.50	122.50
275-D	For SH155 and I-20 Frontage Road, install cement tratment (Road Mixed) material and compact subgrade to 95% of TEX-120-E (12-inch depth)(6-inches from edge of base)	4,468 SY	2.00	8,936.00	4468	2.00	8,936.00	0.00
310-A	Furnish and install Prime Coat (application rate=.30 gal/sy for 29,888 sy), as required	8,966 GAL	8.00	71,728.00	1,250	8.00	10,000.00	-61,728.00
310-B	For SH 155 and I-20 Frontage Road, furnish and install prime coat (application rate .30 gal/sy for 4,667 sy), as required	1,400 GAL	8.00	11,200.00	250	8.00	2,000.00	-9,200.00
316	For SH 155 and I-20 Frontage Road, furnish and install One Course Surface Treatment (Grade 3 with AC-20-5TR)(asphalt application rate=.42 gal/sy and GR 3 aggregate application rate=1 cy/110sy), as required	4,567 SY	8.00	36,536.00	4,625	8.00	37,000.00	464.00
340-A	Furnish and install 3-inch compacted thickness HMAc Type "D" surface course (quantity calculated on 27,226 sy + 10%)	4,942 TN	134.00	662,228.00	4,622.91	134.00	619,469.94	-42,758.06
340-B	Furnish and install 4-inch compacted thickness HMAc Type "B" or "C" base course, (Quantity calculated on 29,000 sy + 10%)	7,018 TN	134.00	940,412.00	6,288.36	134.00	842,640.24	-97,771.76
3077-6022	For SH 155 and I-20 Frontage Road, furnish and install 2.0-inch compacted thickness HMAc Super Pave SP-C SAC-A PG70-22 surface course (Quantity calculated on 4,368 sy + 10%)	529 TN	164.00	86,756.00	572.82	164.00	93,942.48	7,186.48
3077-6011	For SH 155 and I-20 Frontage Road, furnish and install 10.0-inch compacted thickness HMAc Super Pave SP-C SAC-A PG64-22 base course (Quantity calculated on 4,368 sy + 10%)	2,643 TN	154.00	407,022.00	2,474.62	154.00	381,091.48	-25,930.52
354	For SH 155 shoulder, furnish planing asphalt concrete pavement (12-inch depth)	916 SY	10.00	9,160.00	916	10.00	9,160.00	0.00
400-A	Provide Structural Excavation (Box) at Sta73+50, including extra excavation for crushed stone bedding	295 CY	6.50	1,917.50	295	6.50	1,917.50	0.00
400-B	Provide Structural Excavation (Box) at Sta 79+50, including extra excavation for crushed stone bedding	875 CY	6.50	5,687.50	875	6.50	5,687.50	0.00

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400-C	Provide Structural Excavation (Box) at Sta 85+10, including extra excavation for crushed stone bedding	572 CY	\$ 6.50	\$ 3,718.00	572	\$ 6.50	\$ 3,718.00	\$ 0.00
400-D	Furnish and install crushed stone bedding, 12-inches thick) with geotextile fabric, for subgrade of box culverts	172 CY	65.00	11,180.00	172	65.00	11,180.00	0.00
400-E	Furnish and install crushed stone bedding for storm sewer, as required	236 CY	65.00	15,340.00	236	65.00	15,340.00	0.00
400-F	Furnish and install select backfill for storm sewer, as required	1,075 LF	3.00	3,225.00	0	3.00	0.00	-3,225.00
400-G	Furnish and install cement stabilized backfill to an elevation of 1 foot above top of pipe, for 18-inch storm sewer	29 LF	70.00	2,030.00	29	70.00	2,030.00	0.00
400-H	Furnish and install cement stabilized backfill to an elevation of 1 foot above top of pipe, for 30-inch storm sewer	122 LF	100.00	12,200.00	122	100.00	12,200.00	0.00
400-I	Furnish and install cement stabilized backfill to an elevation of 1 foot above top of pipe, for 36-inch storm sewer	681 LF	120.00	81,720.00	681	120.00	81,720.00	0.00
400-J	Furnish and install cement stabilized backfill to an elevation of 1 foot above top of pipe, for 42-inch storm sewer	235 LF	135.00	31,725.00	235	135.00	31,725.00	0.00
400.3.3.4-A	Furnish and install cement stabilized backfill for box culvert at Sta 73+50, (estimated quantity=98CY for 1-ft. outside and above box culvert)	1 LS	21,000.00	21,000.00	1	21,000.00	21,000.00	0.00
400.3.3.4-B	Furnish and install cement stabilized backfill for box culvert at Sta 79+50, (estimated quantity=134CY for 1-ft. outside and above box culvert)	1 LS	29,000.00	29,000.00	1	29,000.00	29,000.00	0.00
400.3.3.4-C	Furnish and install cement stabilized backfill for box culvert at Sta 85+10, (estimated quantity=105CY for 1-ft. outside and above box culvert)	1 LS	21,000.00	21,000.00	1	21,000.00	21,000.00	0.00
402-A	Provide trench safety protection per OSHA requirements for trenches greater than 5 ft. in depth	1,558 LF	3.00	4,674.00	1,558	3.00	4,674.00	0.00
402-B	Provide trench safety protection per OSHA requirements for box culvert at Sta 73+50, for trenches greater than 5 ft. in depth	94.30 LF	5.00	471.50	94.30	5.00	471.50	0.00
402-C	Provide trench safety protection per OSHA requirements for box culvert at Sta 79+50, for trenches greater than 5 ft. in depth	76.10 LF	5.00	380.50	76.10	5.00	380.50	0.00
402-D	Provide trench safety protection per OSHA requirements for box culvert at Sta 85+10, for trenches greater than 5 ft. in depth	94.30 LF	5.00	471.50	94.30	5.00	471.50	0.00
432.2.1-A	Furnish and install reinforced concrete rip-rap (4-inch depth), for mow strip	154 CY	700.00	107,800.00	154	700.00	107,800.00	0.00
432.2.1-B	Furnish and install reinforced concrete rip-rap (5-inch depth), for mow strip	46.00 CY	680.00	31,280.00	46	680.00	31,280.00	0.00
432.2.3.4-A	Furnish and install Stone Protection Rip-Rap (12-inch size stone), with geotextile fabric	56.40 CY	170.00	9,588.00	70.50	170.00	11,985.00	2,397.00
432.2.3.4-B	Furnish and install Stone Protection Rip-Rap (15-inch size stone), with geotextile fabric	35 CY	170.00	5,950.00	35	170.00	5,950.00	0.00
432.2.3.4-C	Furnish and install Stone Protection Rip-Rap (18-inch size stone), with geotextile fabric	235 CY	170.00	39,950.00	293.90	170.00	49,963.00	10,013.00
432.2.3.4-D	Furnish and install Stone Protection Rip-Rap (18-inch size stone)(depth=31-inches), with geotextile fabric	59 CY	220.00	12,980.00	59	220.00	12,980.00	0.00

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432.2.3.4-E	Furnish and install Grouted Stone Protection Rip-Rap (21-inch size stone)(depth=36-inches), with geotextile fabric	96 LF	\$ 220.00	\$ 21,120.00	96	\$ 220.00	\$ 21,120.00	\$ 0.00
462-A	Furnish and install precast concrete multiple box culvert, 7-ft wide by 3-ft high, at Sta 73+50, including cast in place closure, curb, and with flowable fill backfill between culverts	188.52 LF	500.00	94,260.00	188.52	500.00	94,260.00	0.00
462-B	Furnish and install precast concrete box culvert, 8-ft wide by 8-ft high, at Sta 85+10, including cast in place closure, curb, and with flowable fill backfill between culverts	94.30 LF	700.00	66,010.00	94.30	700.00	66,010.00	0.00
462-C	Furnish and install precast concrete multiple box culvert, 12-ft wide by 6-ft high, at Sta 79+50, including cast in place closure, curb, and with flowable fill backfill between culverts	152.18 LF	1,350.00	205,443.00	152.18	1,350.00	205,443.00	0.00
464-A	Furnish ASTM A53 Grade A 14-inch Steel Casing (0.375-inch thickness) for future water and sewer line crossing	209 LF	52.00	10,868.00	0	52.00	0.00	-10,868.00
464-B	Install ASTM A53 Grade A 14-inch Steel Casing (0.375-inch thickness) for future water and sewer line crossing	209 LF	55.00	11,495.00	209	55.00	11,495.00	0.00
464-C	Furnish ASTM A53 Grade A 20-inch Steel Casing (0.375-inch thickness) for future water and sewer line crossing	87 LF	70.00	6,090.00	0	70.00	0.00	-6,090.00
465-D	Install ASTM A53 Grade A 20-inch Steel Casing (0.375-inch thickness) for future water and sewer line crossing	87 LF	65.00	5,655.00	87	65.00	5,655.00	0.00
465-E	Furnish ASTM A53 Grade A 24-inch Steel Casing (0.375-inch thickness) for future water and sewer line crossing	87 LF	90.00	7,830.00	0	90.00	0.00	-7,830.00
465-F	Install ASTM A53 Grade A 24-inch Steel Casing (0.375-inch thickness) for future water and sewer line crossing	87 LF	62.00	5,394.00	87	62.00	5,394.00	0.00
464-G	Furnish 8-inch SDR 26 PVC (ASTM D 2241) Sanitary Sewer Pipe (Green in color)	108 LF	14.00	1,512.00	0	14.00	0.00	-1,512.00
464-H	Install 8-inch SDR 26 PVC (ASTM D 2241) Sanitary Sewer Pipe, including crushed stone bedding, select backfill, and connection to existing manhole	108 LF	50.00	5,400.00	108	50.00	5,400.00	0.00
464-J	Furnish and install 18-inch Class III Reinforced Concrete Pipe	29 LF	52.00	1,508.00	29	52.00	1,508.00	0.00
464-K	Furnish and install 24-inch Class III Reinforced Concrete Pipe	8 LF	72.00	576.00	8	72.00	576.00	0.00
464-L	Furnish and install 30-inch Class III Reinforced Concrete Pipe	122 LF	93.00	11,346.00	122	93.00	11,346.00	0.00
464-M	Furnish and Install 36-inch Class III Reinforced Concrete Pipe	266 LF	120.00	31,920.00	266	120.00	31,920.00	0.00
464-N	Furnish and install 36-inch Class V Reinforced Concrete Pipe	415 LF	200.00	83,000.00	415	200.00	83,000.00	0.00
464-P	Furnish and install 42-inch Class III Reinforced Concrete Pipe	212 LF	150.00	31,800.00	212	150.00	31,800.00	0.00
464-Q	Furnish and install 42-inch Class V Reinforced Concrete Pipe	23 LF	255.00	5,865.00	23	255.00	5,865.00	0.00
465-A	Furnish and install standard 4-foot Concrete Type Y inlet (4 ft. x 4 ft. I.D.) (CI-3), open on four sides with 12-inch openings, with grated ring and cover, and no apron	1 EA	8,500.00	8,500.00	1	8,500.00	8,500.00	0.00

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465-B	Furnish and install standard 4-foot Concrete Type Y inlet (4 ft. x 4 ft. I.D.) (CI-5), open on four sides with 12-inch openings, with grated ring and cover, and no apron	1 EA	\$ 9,000.00	\$ 9,000.00	1	\$ 9,000.00	\$ 9,000.00	\$ 0.00
465-C	Furnish and install standard 4-foot Concrete Junction Box (4 ft. x 4 ft. I.D.)(JB-5), with 24-inch riser and 24-inch grated ring and cover	1 EA	9,500.00	9,500.00	1	9,500.00	9,500.00	0.00
465-D	Furnish and install standard 10-foot Concrete Type Y Inlet (10 ft. x 3 ft. I.D.) (CI-8), open on 4 sides with 6-inch openings, and 24-inch wide apron	1 EA	7,100.00	7,100.00	1	7,100.00	7,100.00	0.00
465-E	Furnish and install standard 20-foot Concrete Type Y inlet (20.5 ft. x 3 ft. I.D.) (CI-10), open on 4 sides with 6-inch openings. And 24-inch wide concrete apron	1 EA	12,000.00	12,000.00	1	12,000.00	12,000.00	0.00
465-F	Furnish and install standard 5-foot Concrete Type Y Inlet (5 ft. x 3 ft. I.D.)(CI-11) open on one side with 6-inch opening, and 24-inch wide concrete apron	1 EA	4,800.00	4,800.00	1	4,800.00	4,800.00	0.00
465-G	Furnish and install standard 25-foot Concrete Type Y Inlet (25.5 ft. x 3 ft. I.D.)(CI-12), open on 3 sides with 12-inch openings, and 24-inch wide apron, with 6-inch wings	1 EA	15,700.00	15,700.00	1	15,700.00	15,700.00	0.00
465-H	Furnish and install standard 20-foot Concrete Type Y Inlet (20.5 ft. x 3 ft. I.D.)(CI-13), open on 3 sides with 12-inch openings, and 24-inch wide apron, with 6-inch wings	1 EA	12,000.00	12,000.00	1	12,000.00	12,000.00	0.00
465-J	Furnish standard 4-foot diameter Precast Concrete Sanitary Sewer Manhole (H=13.2-ft.)	1 EA	2,450.00	2,450.00	0	2,450.00	0.00	-2,450.00
465-K	Install standard 4-foot diameter Precast Concrete Sanitary Sewer Manhole (H=13.2-ft.)	1 EA	2,100.00	2,100.00	1	2,100.00	2,100.00	0.00
466-A	Furnish and install standard concrete flared wingwalls (FW-S) for culvert 20 at Sta 85+10 (both ends), including concrete apron	2 EA	26,500.00	53,000.00	2	26,500.00	53,000.00	0.00
466-B	Furnish and install standard concrete flared wingwalls (FW-S) for culvert 18 at Sta 79+50 (both ends), including concrete apron	2 EA	35,600.00	71,200.00	2	35,600.00	71,200.00	0.00
466-C	Furnish and install standard concrete parallel wingwalls (PW) for culvert 17 at Sta 73+50 (both ends)	2 EA	22,700.00	45,400.00	2	22,700.00	45,400.00	0.00
467-A	Furnish and install standard pre-cast concrete safety end treatment (3:1 Sloped)for 18-inch pipe	1 EA	450.00	450.00	1	450.00	450.00	0.00
467-B	Furnish and install standard pre-cast concrete Safety End Treatment (3:1 Sloped) for 24-inch pipe	2 EA	660.00	1,320.00	2	660.00	1,320.00	0.00
467-C	Furnish and install standard pre-cast concrete Safety End Treatment (3:1 Sloped) for 30-inch pipe	2 EA	1,100.00	2,200.00	2	1,100.00	2,200.00	0.00
467-D	Furnish and install standard pre-cast concrete Safety End Treatment (3:1 Sloped) for 36-inch pipe	4 EA	1,700.00	6,800.00	4	1,700.00	6,800.00	0.00
467-E	Furnish and install standard pre-cast concrete Safety End Treatment (3:1 Sloped) for 42-inch pipe	3 EA	3,700.00	11,100.00	3	3,700.00	11,100.00	0.00
500	Provide Mobilization, for	1 LS	180,000.00	180,000.00	1	180,000.00	180,000.00	0.00
502	Provide Traffic Control Plan for work along SH 155 and along I-20 Frontage Road at CR 336	15 MO	1,000.00	15,000.00	15	1,000.00	15,000.00	0.00



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506-A	Comply with the Storm Water Pollution Prevention Plan for construction activities by installing, maintaining, monitoring, and inspecting erosion control devices and provide the necessary documentation and record keeping for the SWPPP	1 LS	\$ 13,000.00	\$ 13,000.00	1	\$ 13,000.00	\$ 13,000.00	\$ 0.00
506-B	Furnish, install, and maintain stabilized construction entrance for erosion control	250 SY	21.00	5,250.00	252	21.00	5,292.00	42.00
506-C	Provide backhoe work for erosion and sediment control maintenance	200 HR	80.00	16,000.00	112	80.00	8,960.00	-7,040.00
506-D	Furnish, install, and maintain silt fence for erosion control	20,000 LF	4.00	80,000.00	14,342	4.00	57,368.00	-22,632.00
506-E	Furnish, install, and maintain rock filter dam for erosion control	500 LF	38.00	19,000.00	53	38.00	2,014.00	-16,986.00
506-F	Furnish, install, and maintain bio-degradable erosion control logs (straw wattles) on slopes for erosion control	5,000 LF	2.50	12,500.00	0	2.50	0.00	-12,500.00
506-G	Furnish, install, and maintain inlet sediment trap at drainage structures for erosion control	400 LF	11.00	4,400.00	0	11.00	0.00	-4,400.00
506-H	Furnish, install, and maintain concrete truck washout	2 EA	700.00	1,400.00	0	700.00	0.00	-1,400.00
540	Furnish and install metal beam guard fence	1,863 LF	27.00	50,301.00	1,863	27.00	50,301.00	0.00
544-A	Furnish and install downstream anchor terminal for metal beam guard fence	4 EA	1,600.00	6,400.00	4	1,600.00	6,400.00	0.00
552-B	Furnish and install single guardrail terminal for metal beam guard fence	4 EA	3,200.00	12,800.00	4	3,200.00	12,800.00	0.00
556	Furnish and install standard depth 4-inch underdrain with rock and geo-fabric, as required, complete and in place, for	500 LF	15.00	7,500.00	0	15.00	0.00	-7,500.00
666-A	Furnish and install permanent 4-inch wide White Solid Reflectorized Pavement Markings, Type II (with glass beads)	15,993 EA	0.55	8,796.15	16,237	0.55	8,930.35	134.20
666-B	Furnish and install permanent 4-inch wide White Solid Reflectorized Pavement Markings, Type II (with glass beads), along left turn lane	137 LF	1.10	150.70	149	1.10	163.90	13.20
666-C	Furnish and install permanent 8-inch wide White Dotted Reflectorized Pavement Markings, Type II (with glass beads), along left turn lane	24 LF	2.25	54.00	24	2.25	54.00	0.00
666-D	Furnish and install Permanent Arrow and "ONLY" symbol Reflectorized Pavement Markings, Type II, with glass beads	3 EA	155.00	465.00	3	155.00	465.00	0.00
666-E	Furnish and install permanent 4-inch wide Yellow Solid Reflectorized Pavement Markings, Type II, with glass beads	16,770 LF	0.55	9,223.50	17,131	0.55	9,422.05	198.55
666-F	Furnish and install permanent 6-inch wide White Solid Reflectorized Pavement Markings, Type I (90 Mil)(with glass beads), along TxDOT Frontage Road and along SH 155	1,169 LF	2.25	2,630.25	1,207	2.25	2,715.75	85.50
666-G	Furnish and install 8-inch wide White solid Reflectorized Pavement Markings Type I (90 Mil)(with glass beads) along SH 155	397 LF	2.25	893.25	400	2.25	900.00	6.75
666-H	Furnish and install 8-inch wide solid White dotted Reflectorized Pavement Markings Type I (90 Mil)(with glass beads) along SH 155	39 LF	3.25	126.75	46	3.25	149.50	22.75
666-J	Furnish and install permanent 24-inch wide White solid Reflectorized Stop Bars, Type I (90 Mil)(with glass beads) in TxDOT ROW	99 LF	9.00	891.00	54	9.00	486.00	-405.00

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666-K	Furnish and install permanent Arrow and "ONLY" symbol ReflectORIZED Pavement Markings Type I (90 Mil)(with glass beads) along SH 155	6 EA	\$ 260.00	\$ 1,560.00	4	\$ 260.00	\$ 1,040.00	\$ -520.00
666-L	Furnish and Install permanent 6-inch wide Yellow Solid Retroreflectorized Pavement Markings, Type I (90 Mil) (with glass beads), along TxDOT Frontage Road	423 LF	2.25	951.75	766	2.25	1,723.50	771.75
672-A	Furnish and install permanent Raised Pavement Markers Type II-A-A	442 EA	8.00	3,536.00	451	8.00	3,608.00	72.00
672-B	Furnish and install permanent Raised Pavement Markers Type I-C	27 EA	8.00	216.00	28	8.00	224.00	8.00
Total Paving and Drainage			\$	4,800,270.60		\$	4,549,007.88	-251,262.72
F.O. #1	FIELD ORDER #1-Additional Casing and 15" SDR 26							
462-A	Trench Safety	274 LF	3.00	\$ 822.00	274 LF	3.00	\$ 822.00	
464-E	Furnish 24" Steel Casing	84 LF	0.00	\$ -	84 LF	0.00	\$ -	
464-F	Install 24" Steel Casing	84 LF	62.00	\$ 5,208.00	84 LF	62.00	\$ 5,208.00	
464-R	Furnish 15" SDR 26 PVC Sanitary Sewer Pipe	274 LF	0.00	\$ -	274 LF	0.00	\$ -	
464-S	Install 15" SDR 26 PVC Sanitary Sewer Pipe	274 LF	79.00	\$ 21,646.00	274 LF	79.00	\$ 21,646.00	
465-J	Furnish 4' Diameter Concrete Sanitary Sewer Manhole	1 EA	0.00	\$ -	1 EA	0.00	\$ -	
465-K	Install 4' Diameter Concrete Sanitary Sewer Manhole	1 EA	2,100.00	\$ 2,100.00	1 EA	2,100.00	\$ 2,100.00	
Total Field Order:			\$	29,776.00		\$	29,776.00	29,776.00
Net Underrun								221,486.72

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			\$	\$		\$	\$	\$
	Original Contract Amount:			\$4,800,270.60				
	TOTAL COMPLETED AMOUNT WITH RECONCILLIATION			\$4,578,783.88				
	Change Orders			\$0.00				
	Original Contract Amount with Change Orders			\$4,800,270.60				
	Field Orders			\$29,776.00				
	Original Contract with Field Orders:			\$4,800,270.60				
	Quantity Reconciliation-Paving and Drainage			\$29,776.00				
	Total Completed Work			\$4,578,783.88				
Recommended by: The C. T. Brannon Corporation				Date				
				<u>MAY 12, 2025</u>				
Accepted By: Contractor (Signatory)				Date				
				<u>5/12/25</u>				
Approved By: Owner (Signatory)				Date				
_____				_____				

7

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 05/14/2025	Submitted by: KAREN NELSON
Meeting Date: 05/20/2025	Department: ROAD & BRIDGE
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: VARIANCE REQUEST	
Agenda Category: <input checked="" type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Discuss, consider and take action on the variance request on the Smith County subdivision regulations for the following: a. Magnolia Meadows Subdivision from Daniel Lee Cooper b. The Rokum Development from Brandon Berry	
Background: Variance for Magnolia Meadows from Section 5.1.6.8 of the Smith County Subdivision Regulations requesting the construct to be less than 1654 feet and variance for The Rokum Development from Section 5.1.1.2 of the Smith County Subdivision Regulations requesting the minimum average lot frontage to be less than the requirement.	
Financial and Operational Impact:	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to Agenda@smith-county.com and include any necessary attachments. **Deadline is Wednesday at 5:00pm the week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

SUBMIT

Office Use Only
Agenda Item # _____



LacySurveying.com
Phone (903) 859-9942
P.O. Box 1001
Chandler, TX 75758
TBPELS Firm #10194876

May 5, 2025

Mr. Frank Davis, P.E.
County Engineer
1700 West Claude
Tyler, Texas 75702

Mr. Davis, I am working on a new development for my client. It will be called Magnolia Meadows once it is approved. We are planning to plat 22 residential lots of at least an acre each. This site is access from FM 344 on the East side of Lake Palestine. We are requesting a variance from Section 5.1.6.8. of the Smith County Subdivision Regulations. Per the current design, the road that we are requesting to construct would be ~1654' from the East right-of-way of F.M. 344 to the center of the cul-de-sac.

Please call or email me at Daniel@lacysurveying.com if you have any questions. Thanks for your time!

Sincerely,

Daniel Lee Cooper
Daniel Lee Cooper R.P.L.S. No. 6148



LacySurveying.com
Phone (903) 859-9942
P.O. Box 1001
Chandler, TX 75758
TBPELS Firm #10194876

May 5, 2025

Mr. Frank Davis, P.E.
County Engineer
1700 West Claude
Tyler, Texas 75702

Mr. Davis, I am working on a new development for my client. It will be called Magnolia Meadows once it is approved. We are planning to plat 22 residential lots of at least an acre each. This site is access from FM 344 on the East side of Lake Palestine. We are requesting a variance from Section 5.1.6.8. of the Smith County Subdivision Regulations. Per the current design, the road that we are requesting to construct would be ~1654' from the East right-of-way of F.M. 344 to the center of the cul-de-sac.

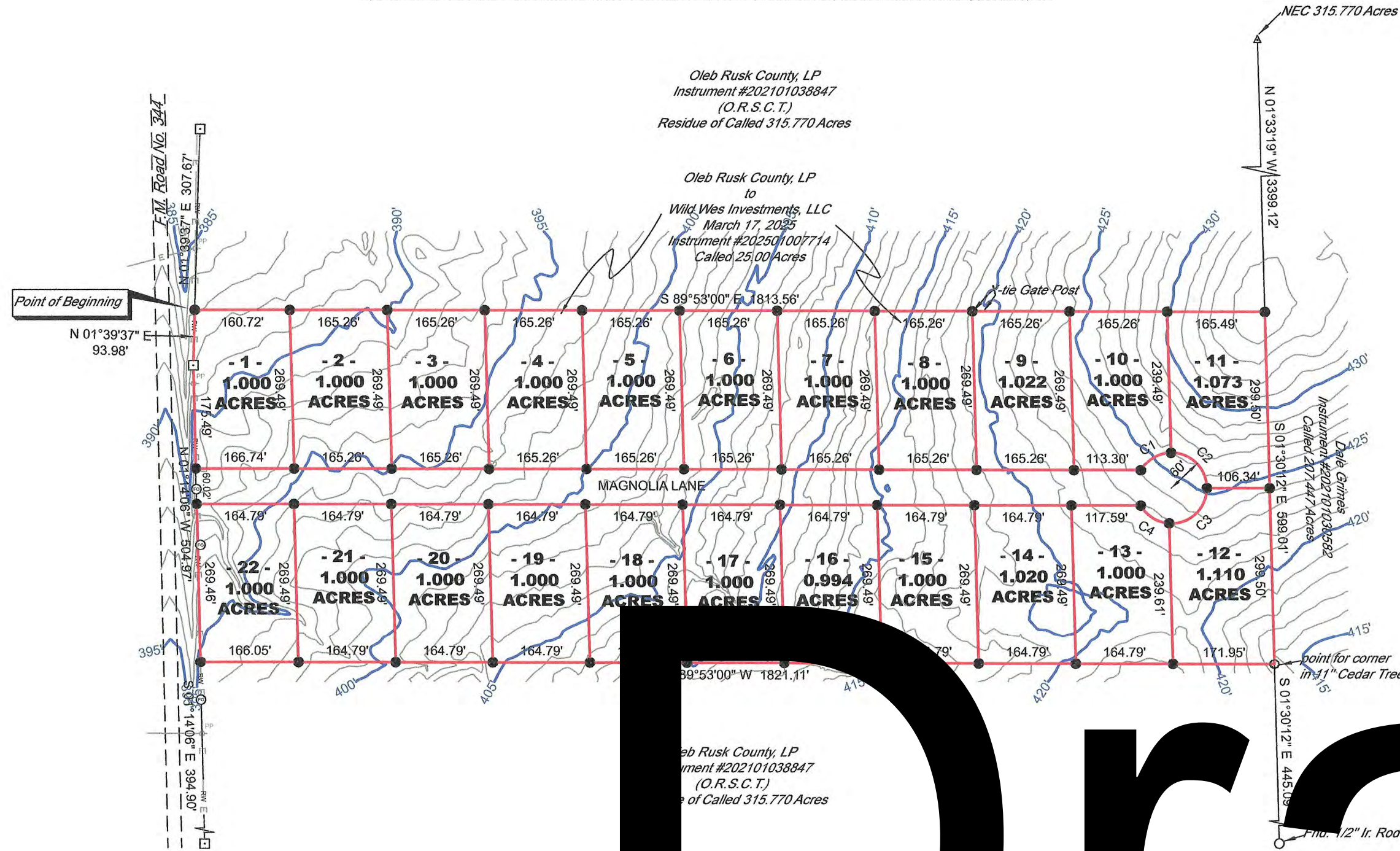
Please call or email me at Daniel@lacysurveying.com if you have any questions. Thanks for your time!

Sincerely,

Daniel Lee Cooper
Daniel Lee Cooper R.P.L.S. No. 6148

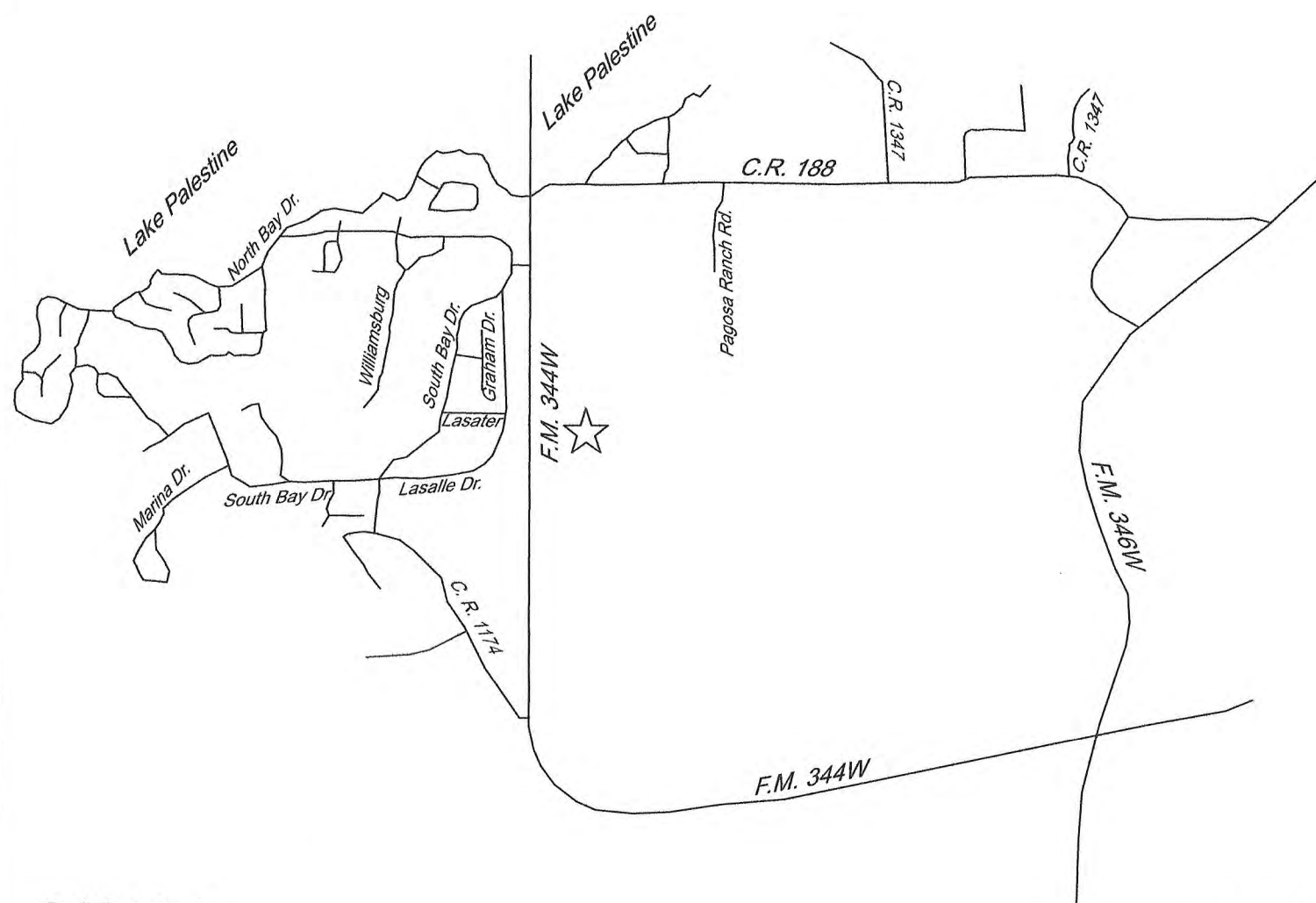


CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	60.00'	61.98'	59.26'	N 59°42'42" E	59°11'24"
C2	60.00'	95.10'	85.45'	S 45°17'18" E	90°48'36"
C3	60.00'	98.17'	87.58'	S 46°59'16" W	93°44'31"
C4	60.00'	58.91'	56.58'	N 58°00'44" W	56°15'29"



Draft

**PRELIMINARY
PLAT OF SURVEY
SHOWING MAGNOLIA MEADOWS SUBDIVISION
PART OF THE PEDRO ELIAS BEAN SURVEY A - 2
SMITH COUNTY, TEXAS**

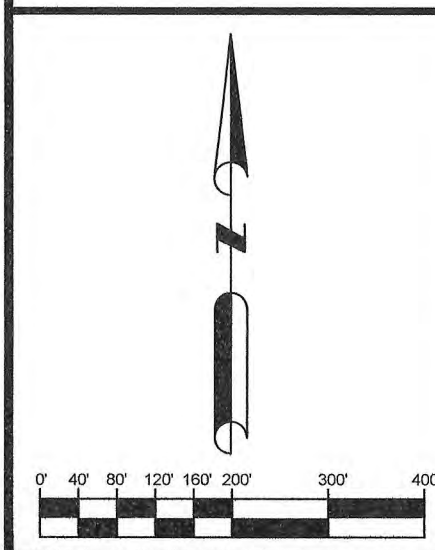


Subject Tract

VICINITY MAP
Not to Scale

SMITH COUNTY SUBDIVISION NOTES

- All surface drainage easements shall be kept clear of fences, buildings, foundations, plantings, and other obstructions to the operation and maintenance of the drainage facility.
- Blocking the flow of water or constructing improvements in surface drainage easements, and filling or obstruction of the roadway is prohibited.
- Smith County will not be responsible for any damage, personal injury or loss of life or property occasioned by flooding or flooding conditions.
- The existing creeks or drainage channels, if left unimproved, traversing along or across the addition will remain as open channels and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across the lots.
- Construction not complete within two years of the Commissioners Court approval shall be subject to current county subdivision standards and regulations. The county may require the subdivision be re-platted.
- Smith County shall not be responsible for maintenance of private streets, drives, emergency access easements, recreation areas and open spaces; and the owners shall be responsible for the maintenance of private streets, drives, emergency access easements, recreation areas and open spaces, and the owners agree to indemnify and hold harmless Smith County, from all claims, damages and losses arising out of or resulting from performance of the obligations of the owners set forth in this paragraph.



LEGEND

- Set 1/2" Ir. Rod with cap stamped "LACY SURVEYING PROPERTY CORNER"
- Found Ir. Rod (size noted)
- ▲ Found Mag Nail with washer stamped "LacySurveying"
- Found Right-of-Way Monument
- ⊕ Power Pole
- ⊙ Underground Cable
- rw — Right-of-Way Line
- E — Aerial Power Line
- — — Road
- — — Abstract Line (Scaled)

LEGAL DESCRIPTION

All that certain tract, lot or parcel of land, a part of the Pedro Elias Bean Survey Abstract 2, Smith County, Texas, and being a part of that certain called 315.770 acre tract of land described in a deed dated September 17, 2021 from Casey H. Cross, Trustee to Oleb Rusk County, LP that is recorded in Instrument 202101038847 of the Official Records of Smith County, Texas and being more completely described as follows, to wit;

Beginning at a 1/2 inch iron rod with a cap stamped "Lacy Surveying Property Corner" set for corner in the West boundary line of said 315.770 acres and in the East right-of-way (R.O.W.) line of F.M. Road No. 344, from which a concrete R.O.W. monument found for witness bears North 01 degrees 39 minutes and 37 seconds East, a distance of 307.67 feet;

Thence South 89 degrees 53 minutes and 00 seconds East, across said 315.770 acres and along a fence, for a distance of 1813.56 feet, to a 1/2 inch iron rod with a cap stamped "Lacy Surveying Property Corner" set for corner in the East boundary line of said 315.770 acres and in the West boundary line of the Dale Grimes called 207.447 acre tract (Instrument #202101030582), from which a mag nail with a washer stamped "Lacy Surveying" found at the Northeast corner of said 315.770 acres bears North 01 degrees 33 minutes and 19 seconds West, a distance of 3399.12 feet;

Thence South 01 degrees 30 minutes and 12 seconds East, along said East and West boundary lines, for a distance of 599.01 feet, to a point for corner in a 11 inch cedar tree, from which a 1/2 inch iron rod found for witness bears South 01 degrees 30 minutes and 12 seconds East, a distance of 445.09 feet;

Thence North 89 degrees 53 minutes and 00 seconds West, across said 315.770 acres, for a distance of 1821.11 feet, to a 1/2 inch iron rod with a cap stamped "Lacy Surveying Property Corner" set for corner in said West boundary line and in the East boundary line of said FM Road, from which a concrete R.O.W. monument found for witness bears South 01 degrees 14 minutes and 06 seconds East, a distance of 394.90 feet;

Thence along said West boundary line and said East R.O.W. line as follows:

North 01 degrees 14 minutes and 06 seconds West, for a distance of 504.97 feet, to a concrete R.O.W. monument found for corner;

and North 01 degrees 39 minutes and 37 seconds East, for a distance of 93.98 feet, to the place of beginning and containing 25.00 acres.

I, DANIEL LEE COOPER, REGISTERED PROFESSIONAL LAND SURVEYOR NO 6148, do hereby certify that this plat was prepared from an on the ground survey performed under my direction and supervision on January 31, 2025.

GIVEN UNDER MY HAND AND SEAL, this the 18th day of February, 2025.

PRELIMINARY - THIS PLAT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED, VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6148

OWNERS STATEMENT:

We Wild Wes Investments, LLC, by and through member, Wesley Henson, owner of the tract of land shown hereon, do hereby accept this plat as a plan for subdividing into lots and blocks, and do hereby dedicate, forever, to the public, the streets, alleys and easements as shown.

Wesley Henson, Member _____ Date _____

STATE OF TEXAS:
COUNTY OF SMITH:

Before me, the undersigned authority, a Notary Public in and for said County and State on this date personally appeared Wesley Henson, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this ____ day of _____, 2025.

Notary Public in and for the State of Texas

APPROVAL:

Approved by the Commissioner's Court of Smith County, Texas, this the ____ day of _____, 2025.

County Judge, Smith County, Texas

RECORDED IN CABINET _____, SLIDE _____

THIS, THE ____ DAY OF _____, 2025.

ADDRESS: TBD FM 344

JOB # : 2025051
CLIENT : SRH Family Investments
SCALE: 1" = 200.00'



P.O. BOX 736
ARP, TEXAS 75750
PHONE & FAX (903) 859 - 9942
LacySurveying.com
Texas Board of Professional Land Surveying Firm #100299-00

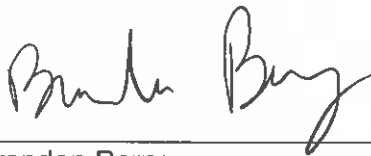
April 24th, 2025

Attn: Commissioners court
Re: Reference re subdivision plat of lot 2 rokum development

To whom it may concern,

I am requesting a variance from the commissioner court on the current subdivision regulations /road frontage section 5.1.1.2 minimum average lot frontage for rural road frontage at address 19883 County Road 452, Mineola, TX 75771.

Contact information below if there are any further questions or comments.

A handwritten signature in black ink that reads "Brandon Berry". The signature is written in a cursive style with a horizontal line underneath it.

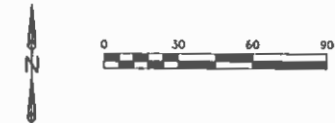
Brandon Berry

903 316 8617

RESUBDIVISION PLAT

Lots 2A and 2B
The Rokum Development
James Merchant Survey, A-628
Smith County, Texas

Showing the resubdivision of Lot 2, of the Rokum Development as shown on Plat thereof recorded in Cabinet F Slide 398-A of the Plat Records.



Job No. 21007
Form No. 10784414
Scale 1" = 30'

● Denotes FOUND U2 rebar

Bearings and distances are based on the Texas Coordinate System, North Central Zone, NAD 83

All bearings shown are related to Grid North to return to Grid North relate counter-clockwise 1°30'30"

All distances shown are well factored using a combined scale factor of 1.00010008 to return to grid multiply by 0.99989992

- Denotes SET rebar
- Denotes FOUND rebar

Notes

1. According to FEMA FIRM Map No. 48423C00 5C (effective 9-26-08) the Lots shown hereon appears to be within Zone X
2. Setting a portion of this addition by metes and bounds is a violation of state law and is subject to fines and withholding of titles and building permits.

OWNER'S CERTIFICATE

I, Brandon Berry, owner of the tract of land shown do accept this plan for the subdivision and do dedicate to the public forever the streets, alleys and easements as shown.

Brandon Berry, Owner

SUBSCRIBED AND SWORN BEFORE ME, a Notary Public, in and for the State of Texas, this the ___ day of ___

Notary Public of Texas

OWNER'S CERTIFICATE

I, Rebecca Berry, owner of the tract of land shown do accept this plan for the subdivision and do dedicate to the public forever the streets, alleys and easements as shown.

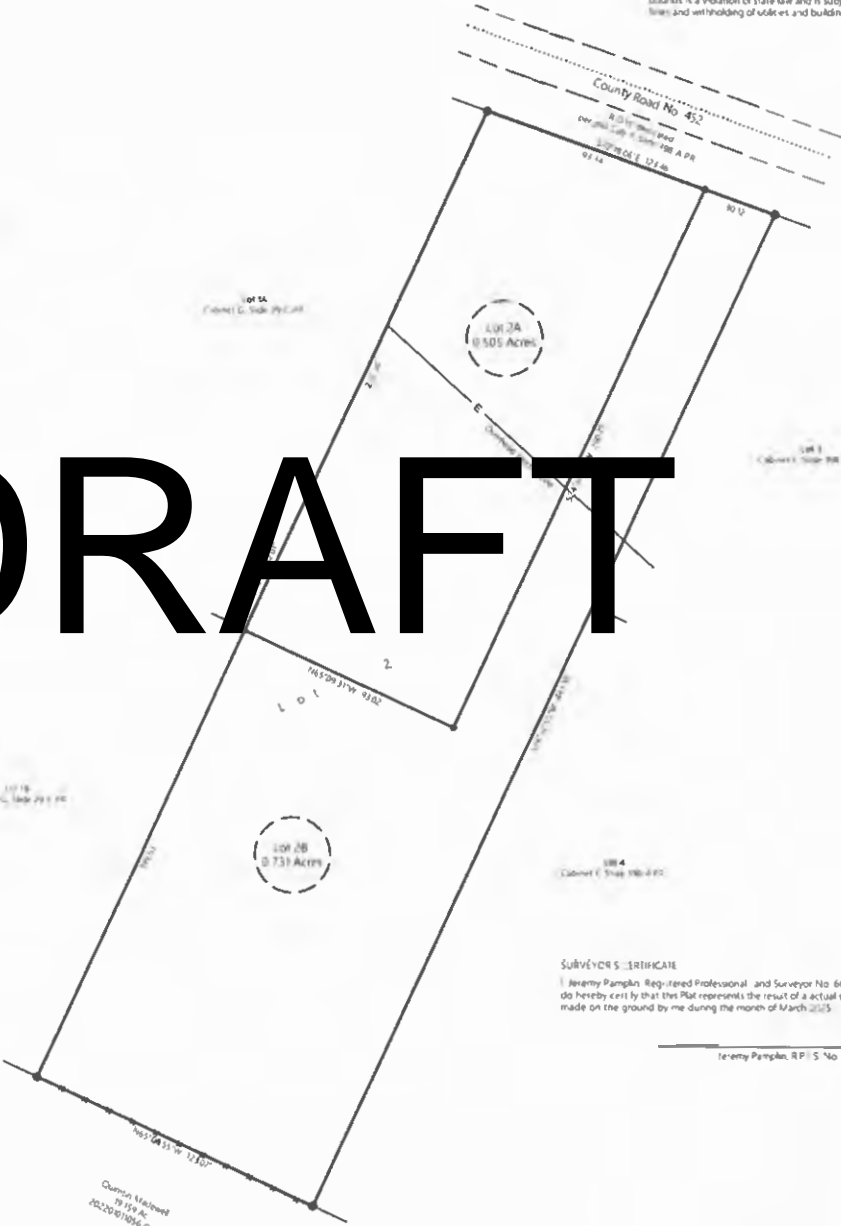
Rebecca Berry, Owner

SUBSCRIBED AND SWORN BEFORE ME, a Notary Public, in and for the State of Texas, this the ___ day of ___

Notary Public of Texas



DRAFT



SURVEYOR'S CERTIFICATE

I, Jeremy Pampin, Registered Professional and Surveyor No. 6655 do hereby certify that this Plat represents the result of an actual survey made on the ground by me during the month of March 2025.

Jeremy Pampin, R.P.S. No. 6655

Approved this ___ day of ___ by the Commissioners of the Court of Smith County, Texas

County Judge

Recorded in File Cabinet ___ Slide ___ of the Plat Records of Smith County, Texas

EXPEDITION
SURVEYING AND MAPPING
7413 FM 2710 LINDALE TEXAS 75743-1533

8

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 5/13/2025	Submitted by: Jennafer Bell
Meeting Date: 5/20/2025	Department: County Clerk
Item Requested is: <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
Title: Comm Court Minutes - April 2025	
Agenda Category: <input type="radio"/> Briefing Session <input checked="" type="radio"/> Recurring Business <input type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take the necessary action to approve the Commissioners Court minutes for April 2025.	
Background:	
Financial and Operational Impact:	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to Agenda@smith-county.com and include any necessary attachments. **Deadline is Tuesday at 5:00pm a week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

SUBMIT

Office Use Only
Agenda Item # _____



THE FOREGOING COMMISSIONERS COURT MINUTES
FOR THE MONTH OF APRIL 2025 A.D. ACCEPTED THE
20TH DAY OF MAY 2025 A.D.

Neal Franklin
County Judge

Christina Drewry
Commissioner, Precinct 1

John Moore
Commissioner, Precinct 2

J Scott Herod
Commissioner, Precinct 3

Ralph Caraway, Sr.
Commissioner, Precinct 4



16-25
**COMMISSIONERS COURT
MINUTES
April 29, 2025**

On Tuesday, April 29, 2025, the Honorable Commissioners Court of Smith County, Texas, met in the Smith County Commissioners Courtroom at the Smith County Courthouse Annex, 200 East Ferguson, in the City of Tyler, Texas.

I. CALL TO ORDER: 9:30 a.m.

County Judge Neal Franklin called the meeting to order with members present:

County Judge: Neal Franklin	Presiding
Commissioner: Precinct 1 Christina Drewry	Present
Commissioner: Precinct 2 John Moore	Present
Commissioner: Precinct 3 J Scott Herod	Present
Commissioner: Precinct 4 Ralph Caraway, Sr.	Present

II. DECLARE A QUORUM PRESENT

III. DECLARE LEGAL NOTICES POSTED AND COURT DULY CALLED

**IV. INVOCATION, PLEDGE OF ALLEGIANCE TO THE UNITED STATES
AND THE STATE OF TEXAS**

Commissioner John Moore

V. PUBLIC COMMENT

Michelle Austin #3, David Stein #5, Diane Knowler #3, Gwen Coyle #3, Jackie McGlynn #3, Thomas Fabry #2 & #3

OPEN SESSION: 9:30 AM

PRESENTATIONS

1. Presentation of employee recognition, longevity certificates, and service pins.
No Action Necessary.
2. Receive presentation on Jail Feasibility Study.
No Action Necessary.
3. Receive presentation on Animal Shelter Needs Assessment.
No Action Necessary.

COURT ORDERS

COMMISSIONERS COURT

4. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner J Scott Herod – Precinct 3 to approve an application for the Texas Comptroller of Public Accounts distribution of Unclaimed Property Capital Credits for 2024 and authorize the county judge to sign all related documentation.
Passed 5-0; Abstain: (None); Absent: (None).

ELECTION'S OFFICE

5. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by Commissioner J Scott Herod – Precinct 3 to approve an order changing voting precinct boundaries to be effective January 1, 2026, pursuant to Texas Election Code §46.006 and §42.031.
Passed 5-0; Abstain: (None); Absent: (None).

PURCHASING

6. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner John Moore – Precinct 2 to approve Smith County Purchasing to utilize the Region 19 - Allied States Cooperative and authorize the county judge to sign all related documentation.
Passed 5-0; Abstain: (None); Absent: (None).

INFORMATION TECHNOLOGY

7. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to approve a contract with Conterra Ultra Broadband, LLC for a secondary fiber internet service through the Region 19 - Allied States Cooperative and authorize the county judge to sign all related documentation.
Passed 5-0; Abstain: (None); Absent: (None).
8. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by Commissioner J Scott Herod – Precinct 3 to approve a contract for website services with CivicPlus through U.S. General Services Administration (GSA) Cooperative Purchasing and authorize the county judge to sign all related documentation.
Passed 5-0; Abstain: (None); Absent: (None).

RECURRING BUSINESS

ROAD AND BRIDGE

9. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to authorize the county judge to sign the:
 - a. Final Plat for Donald Smith Subdivision, Precinct 2, and
 - b. Final Plat for Tiger Run, Precinct 2.*Passed 5-0; Abstain: (None); Absent: (None).*

10. Receive pipe and/or utility line installation request (notice only):

- a. County Road 3129, City of Winona, road bore for gas line, Precinct 3,
- b. County Road 461, 431, 4196, 492, MetroNet, install aerial cable on existing poles, Precinct 4,
- c. County Road 431, 4137, 4200, MetroNet, install aerial cable on existing poles, Precinct 3,
- d. County Road 411, 472, 433, 4161, 4212, 4140, Vexus, install aerial cable on existing poles and underground cable, Precinct 3,
- e. County Road 436, 4208, Vexus, install aerial and underground cable, Precinct 3,
- f. County Road 471, 427, 489, 4138, 490, 429, 493, 4225, Vexus, install aerial and underground cable, Precinct 4,
- g. County Road 472, 474, Vexus, install aerial cable on existing poles, Precinct 3,
- h. County Road 433, 463, 472, 474, 475, Vexus, install aerial and underground cable, Precinct 3,
- i. County Road 431, 4198, 4200, 4197, 499, Vexus, install aerial cable, Precinct 3,
- j. County Road 423, 1135, Vexus, install aerial cable to existing poles, Precinct 4,
- k. County Road 1137, 1138, 1156, MetroNet, install aerial cable to existing poles, Precinct 4,
- l. County Road 1143, 1125, 1156, 1372, Vexus, install aerial cable to existing poles, Precinct 4,
- m. County Road 1125, 1154, 1155, 1267, 1143, Vexus, install aerial cable on existing poles, Precinct 4,
- n. County Road 4134, 1125, 1154, 1155, 1155N, 1264, Vexus, install aerial cable on existing poles, Precinct 4, and
- o. County Road 1345, 1145, 1143, 4134, Vexus, install aerial cable on existing poles, Precinct 4.

No Action Necessary

AUDITOR'S OFFICE

11. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner John Moore – Precinct 2 to accept monthly Auditor/Treasurer report and Executive Summary for March 2025.

Passed 5-0; Abstain: (None); Absent: (None).

12. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner John Moore – Precinct 2 to approve and/or ratify payment of accounts, bills, payroll, transfer of funds, amendments, and health claims.

Passed 5-0; Abstain: (None); Absent: (None).

ADJOURN: 11:38AM

Meeting adjourned by County Judge Neal Franklin

Date: 5/16/25

Approved: 
County Judge Neal Franklin

The State of Texas §
County of Smith §

I, Karen Phillips, Smith County Clerk attest that the foregoing is a true and accurate accounting of the Commissioners Court's authorized proceedings for April 29, 2025.

Karen Phillips
by Dawn Colchese

KAREN PHILLIPS, County Clerk
Clerk of Commissioners Court
Smith County, Texas

5/16/25

Date





15-25
**COMMISSIONERS COURT
MINUTES
April 22, 2025**

On Tuesday, April 22, 2025, the Honorable Commissioners Court of Smith County, Texas, met in the Smith County Commissioners Courtroom at the Smith County Courthouse Annex, 200 East Ferguson, in the City of Tyler, Texas.

I. CALL TO ORDER: 9:30 a.m.

County Judge Neal Franklin called the meeting to order with members present:

County Judge: Neal Franklin	Presiding
Commissioner: Precinct 1 Christina Drewry	Present
Commissioner: Precinct 2 John Moore	Present
Commissioner: Precinct 3 J Scott Herod	Present
Commissioner: Precinct 4 Ralph Caraway, Sr.	Present

II. DECLARE A QUORUM PRESENT

III. DECLARE LEGAL NOTICES POSTED AND COURT DULY CALLED

**IV. INVOCATION, PLEDGE OF ALLEGIANCE TO THE UNITED STATES
AND THE STATE OF TEXAS**

Pastor Sam DeVille

V. PUBLIC COMMENT

Nancy Seaton #2, Bob Brewer #1 & #6

OPEN SESSION: 9:30 AM

RESOLUTIONS

1. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner John Moore – Precinct 2 to adopt a resolution proclaiming April 25, 2025, for Tyler ISD, and May 1, 2025, for Whitehouse ISD, as "Decision Day" in Smith County.

Passed 5-0; Abstain: (None); Absent: (None).

COURT ORDERS

COMMISSIONERS COURT

2. Motion made by County Judge Neal Franklin and seconded by Commissioner J Scott Herod – Precinct 3 to adopt a resolution of support for the establishment of the "Fire Marshal Jimmy W. Seaton Memorial Highway" in Smith County.
Passed 5-0; Abstain: (None); Absent: (None).
3. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by Commissioner J Scott Herod – Precinct 3 to accept the Smith County Historical Commission bylaws with the suggested changes and authorize the county judge to sign all related documentation.
Passed 5-0; Abstain: (None); Absent: (None).
4. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to amend the order to increase the Smith County Historical Commission size from nine members to ten members and authorize the county judge to sign all related documentation.
Passed 5-0; Abstain: (None); Absent: (None).
5. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner John Moore – Precinct 2 to name and appoint one member to serve from the time of appointment through January 31, 2027, on the Smith County Historical Commission, and authorize the county judge to sign all related documentation. Dorothy Franks was appointed.
Passed 5-0; Abstain: (None); Absent: (None).

FIRE MARSHAL/EMERGENCY MANAGEMENT

6. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner J Scott Herod – Precinct 3 to approve the awards of \$297,365 for debris removal, \$35,438 for CR 2110, and \$21,563 for CR 3203, from the Federal Emergency Management Agency for Public Assistance, allow the county judge to sign all related documentation, and allow the Emergency Management Coordinator to submit all required documentation to the Texas Division of Emergency Management.
Passed 5-0; Abstain: (None); Absent: (None).

ROAD AND BRIDGE

7. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by Commissioner John Moore – Precinct 2 to accept the completion of the construction contract for Roadway Improvements to CR 1246, authorize the county judge to execute the Reconciliation Change Order, and authorize final payment to Texana Land & Asphalt, Inc.
Passed 5-0; Abstain: (None); Absent: (None).

8. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to accept the completion of the construction contract for Roadway Improvements to CR 313 and CR 32, authorize the county judge to execute the Reconciliation Change Order, and authorize final payment to Texana Land & Asphalt, Inc.

Passed 5-0; Abstain: (None); Absent: (None).

RECURRING BUSINESS

ROAD AND BRIDGE

9. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner John Moore – Precinct 2 to authorize the county judge to sign the:

- a. Re-plat for Gruene Valle Ranch, Lots 54, 55 and 56, Precinct 1,
- b. Re-plat for Johnston Farms Estates, Unit 2, Precinct 3, and
- c. Re-plat for Dove Ridge, Phase One, Precinct 4.

Passed 5-0; Abstain: (None); Absent: (None).

10. Receive pipe and/or utility line installation request (notice only):

- a. County Road 138, CenterPoint Energy, install lines for service, Precinct 1,
 - b. County Road 2213, Conterra Ultra Broadband LLC, install fiber optic cable, Precinct 2, and
 - c. County 2175, Walnut Grove Water Supply Corporation, road bore, Precinct 2.
- No Action Necessary*

AUDITOR'S OFFICE


11. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner J Scott Herod – Precinct 3 to approve and/or ratify payment of accounts, bills, payroll, transfer of funds, amendments, and health claims.

Passed 5-0; Abstain: (None); Absent: (None).

ADJOURN: 9:59AM

Meeting adjourned by County Judge Neal Franklin

Date: 5/16/25

Approved: 
County Judge Neal Franklin

The State of Texas §
County of Smith §

I, Karen Phillips, Smith County Clerk attest that the foregoing is a true and accurate accounting of the Commissioners Court's authorized proceedings for April 22, 2025.

Karen Phillips
by Dawn Colelaure

KAREN PHILLIPS, County Clerk
Clerk of Commissioners Court
Smith County, Texas

5/16/25

Date





14-25
**COMMISSIONERS COURT
MINUTES
April 15, 2025**

On Tuesday, April 15, 2025, the Honorable Commissioners Court of Smith County, Texas, met in the Smith County Commissioners Courtroom at the Smith County Courthouse Annex, 200 East Ferguson, in the City of Tyler, Texas.

I. CALL TO ORDER: 9:30 a.m.

County Judge Neal Franklin called the meeting to order with members present:

County Judge: Neal Franklin	Presiding
Commissioner: Precinct 1 Christina Drewry	Present
Commissioner: Precinct 2 John Moore	Present
Commissioner: Precinct 3 J Scott Herod	Present
Commissioner: Precinct 4 Ralph Caraway, Sr.	Present

II. DECLARE A QUORUM PRESENT

III. DECLARE LEGAL NOTICES POSTED AND COURT DULY CALLED

**IV. INVOCATION, PLEDGE OF ALLEGIANCE TO THE UNITED STATES
AND THE STATE OF TEXAS**

County Judge Neal Franklin

V. PUBLIC COMMENT

OPEN SESSION: 9:30 AM

PRESENTATIONS

ELECTION'S OFFICE

1. Presentation on county election precincts and potential changes in accordance with Texas Election Code, Chapter 42.
No action necessary

COURT ORDERS

PURCHASING

2. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by Commissioner J Scott Herod – Precinct 3 to authorize the Purchasing Department to advertise, solicit, and receive sealed request for proposals for the following:
 - a. 22-25 Smith County Depository, and
 - b. 23-25 Smith County Sub-Depository.

Passed 5-0; Abstain: (None); Absent: (None).

EAST TEXAS AUTO THEFT TASK FORCE

3. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner John Moore – Precinct 2 to authorize the FY 2026 Smith County East Texas Auto Theft Task Force Grant application and Resolution and authorize the county judge to sign all related documentation.

Passed 5-0; Abstain: (None); Absent: (None).

RECURRING BUSINESS

COUNTY CLERK

4. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner J Scott Herod – Precinct 3 to approve the Commissioners Court minutes for March 2025.

Passed 5-0; Abstain: (None); Absent: (None).
5. Receive Commissioners Court recordings for March 2025.

No action necessary

ROAD AND BRIDGE

6. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to authorize the county judge to sign the Final Plat for Mallory Acres, Precinct 2.

Passed 5-0; Abstain: (None); Absent: (None).

AUDITOR'S OFFICE

7. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner J Scott Herod – Precinct 3 to approve and/or ratify payment of accounts, bills, payroll, transfer of funds, amendments, and health claims.

Passed 5-0; Abstain: (None); Absent: (None).

ADJOURN: 10:27AM

Meeting adjourned by County Judge Neal Franklin.

Date: 5/16/25

Approved: 
County Judge Neal Franklin

The State of Texas §
County of Smith §

I, Karen Phillips, Smith County Clerk attest that the foregoing is a true and accurate accounting of the Commissioners Court's authorized proceedings for April 15, 2025.

Karen Phillips
by Dawn Colclasure
KAREN PHILLIPS, County Clerk
Clerk of Commissioners Court
Smith County, Texas

5/16/25
Date





13-25
**COMMISSIONERS COURT
MINUTES
April 8, 2025**

On Tuesday, April 8, 2025, the Honorable Commissioners Court of Smith County, Texas, met in the Smith County Commissioners Courtroom at the Smith County Courthouse Annex, 200 East Ferguson, in the City of Tyler, Texas.

I. CALL TO ORDER: 9:30 a.m.

County Judge Neal Franklin called the meeting to order with members present:

County Judge: Neal Franklin	Presiding
Commissioner: Precinct 1 Christina Drewry	Present
Commissioner: Precinct 2 John Moore	Present
Commissioner: Precinct 3 J Scott Herod	Present
Commissioner: Precinct 4 Ralph Caraway, Sr.	Present

II. DECLARE A QUORUM PRESENT

III. DECLARE LEGAL NOTICES POSTED AND COURT DULY CALLED

**IV. INVOCATION, PLEDGE OF ALLEGIANCE TO THE UNITED STATES
AND THE STATE OF TEXAS**

Commissioner Ralph Caraway, Sr.

V. PUBLIC COMMENT

OPEN SESSION: 9:30 AM

RESOLUTIONS

1. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by Commissioner J Scott Herod – Precinct 3 to adopt a resolution proclaiming April 7-13, 2025, as "National Public Health Week" in Smith County.
Passed 5-0; Abstain: (None); Absent: (None).
2. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner John Moore – Precinct 2 to adopt a resolution proclaiming April 2025, as "National County Government Month" in Smith County.
Passed 5-0; Abstain: (None); Absent: (None).

PRESENTATIONS

3. Recognize Jason Boyd, founder of the Smith County Community Emergency Response Team, for receiving the Regional Citizen of the Year Award from the East Texas Council of Governments.
No action necessary.

COURT ORDERS

AUDITOR'S OFFICE

4. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner Christina Drewry – Precinct 1 to adopt a Fraud, Waste and Abuse policy.
Passed 5-0; Abstain: (None); Absent: (None).

RECURRING BUSINESS

COMMISSIONERS COURT

5. Receive monthly reports from Smith County departments.
No action necessary.

ROAD AND BRIDGE

6. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner John Moore – Precinct 2 to authorize the county judge to sign the:
 - a. Re-Plat for the Cumberland Ridge Subdivision, Unit VI, Precinct 1,
 - b. Re-Plat for the Black Creek Subdivision, Lot 1, Precinct 2, and
 - c. Re-Plat for the Garden Valley Addition, Lot 3, Precinct 4.*Passed 5-0; Abstain: (None); Absent: (None).*

AUDITOR'S OFFICE

7. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner J Scott Herod – Precinct 3 to approve and/or ratify payment of accounts, bills, payroll, transfer of funds, amendments, and health claims.
Passed 5-0; Abstain: (None); Absent: (None).

ADJOURN: 9:45AM

Meeting adjourned by County Judge Neal Franklin.

Date: 5/14/25

Approved: 
County Judge Neal Franklin

The State of Texas §
County of Smith §

I, Karen Phillips, Smith County Clerk attest that the foregoing is a true and accurate accounting of the Commissioners Court's authorized proceedings for April 8, 2025.

Karen Phillips
by Dawn Colclasure

KAREN PHILLIPS, County Clerk
Clerk of Commissioners Court
Smith County, Texas

5/16/25

Date





12-25
**COMMISSIONERS COURT
MINUTES
April 1, 2025**

On Tuesday, April 1, 2025, the Honorable Commissioners Court of Smith County, Texas, met in the Smith County Commissioners Courtroom at the Smith County Courthouse Annex, 200 East Ferguson, in the City of Tyler, Texas.

I. CALL TO ORDER: 9:30 a.m.

County Judge Neal Franklin called the meeting to order with members present:

County Judge: Neal Franklin	Presiding
Commissioner: Precinct 1 Christina Drewry	Present
Commissioner: Precinct 2 John Moore	Present
Commissioner: Precinct 3 J Scott Herod	Present
Commissioner: Precinct 4 Ralph Caraway, Sr.	Present

II. DECLARE A QUORUM PRESENT

III. DECLARE LEGAL NOTICES POSTED AND COURT DULY CALLED

**IV. INVOCATION, PLEDGE OF ALLEGIANCE TO THE UNITED STATES
AND THE STATE OF TEXAS**

Commissioner J Scott Herod

V. PUBLIC COMMENT

OPEN SESSION: 9:30 AM

RESOLUTIONS

1. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to adopt a resolution proclaiming April 2025, as "Sexual Assault Awareness Month" in Smith County.
Passed 5-0; Abstain: (None); Absent: (None).

PRESENTATIONS

2. Receive presentation from David Quin, Program Manager with Texas Conference of Urban Counties, Public Power Pool ("P3") regarding new procurement proposal and rate projections.
Passed 5-0; Abstain: (None); Absent: (None).

COURT ORDERS

EMERGENCY MANAGEMENT

3. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to award a contract for 15-25 Multi-Jurisdictional Mitigation Action Plan and authorize the county judge to sign all related documentation.

Passed 5-0; Abstain: (None); Absent: (None).

ROAD AND BRIDGE

4. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by Commissioner John Moore – Precinct 2 to accept the completion of the construction contract for Road Improvements to CR 129, authorize the county judge to execute the Reconciliation Change Order, and authorize final payment to Texana Land & Asphalt, Inc.

Passed 5-0; Abstain: (None); Absent: (None).

TAX OFFICE

5. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner J Scott Herod – Precinct 3 to approve tax refunds in excess of \$2,500, pursuant to Texas Tax Code 31.11, and authorize the county judge to sign all related documentation.

Passed 5-0; Abstain: (None); Absent: (None).

INFORMATION TECHNOLOGY

6. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner J Scott Herod – Precinct 3 to approve the Smith County Information Technology Security and Acceptable Use Policy and authorize the county judge to sign all related documentation.

Passed 5-0; Abstain: (None); Absent: (None).

COUNTY CLERK

7. Motion made by County Judge Neal Franklin – and seconded by Commissioner J Scott Herod – Precinct 3 to approve the County Clerk's Deputy, one time exception, request to increase pay by \$6,154 based on the level of experience.

Passed 4-1; Abstain: (None); Absent: (None); Oppose: (Commissioner John Moore-Precinct 2).

SHERIFF'S OFFICE

8. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to award a contract for inmate food services program and the discretionary exemption in accordance with Texas Local Government Code, § 262.024(a)(8) and authorize the county judge to sign all related documentation.

Passed 5-0; Abstain: (None); Absent: (None).

241ST DISTRICT COURT

9. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner John Moore – Precinct 2 to approve contracts for legal services for indigent criminal defendants for John Jarvis, 241st District Court pursuant to the Texas Code of Criminal Procedure, Article 26.04.
Passed 5-0; Abstain: (None); Absent: (None).

RECURRING BUSINESS

ROAD AND BRIDGE

10. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner Christina Drewry – Precinct 1 to authorize the county judge to sign the:
- a. Final Plat for the Stottern Addition, Precinct 3, and
 - b. Re-Plat for the Cumberland Ridge Subdivision, Unit 5, Precinct 1.
- Passed 5-0; Abstain: (None); Absent: (None)*

11. Receive pipe and/or utility line installation request (notice only):
- a. County Road 184, Atmos Energy Corporation, install culvert, Precinct 1,
 - b. County Road 217, Charter-Spectrum, install aerial fiber optic cable, underground conduits, vaults and pedestals, Precinct 3,
 - c. County Road 21, 233 and 234, Charter-Spectrum, install underground fiber optic cable, vaults and pedestals, Precinct 3,
 - d. County Road 245 N, 3111 N, 3112 N, 3185 N, 3200 and 3207, Charter-Spectrum, install underground fiber optic cable, vaults and pedestals, Precinct 3,
 - e. County Road 236, 246, 26, 2305, 235, 233, 234, Charter-Spectrum, install underground fiber optic cable, vaults and pedestals, Precinct 3,
 - f. County Road 246, 244, 26, 3211, 3199, 217 and 29, Charter-Spectrum, install underground fiber optic cable, vaults and pedestals, Precinct 3, and
 - g. County Road 178, Lawley Contracting LLC, install underground fiber optic cable with pedestal, Precinct 1.
- No action necessary.*

AUDITOR'S OFFICE

12. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to approve and/or ratify payment of accounts, bills, payroll, transfer of funds, amendments, and health claims.
Passed 5-0; Abstain: (None); Absent: (None)

SHERIFF'S OFFICE

13. Receive report on status of Smith County jail operations, inmate population, employee overtime, and employee vacancies.
No action necessary.

Commissioners Court recessed Open Session at 10:39AM and went into Executive Session.

EXECUTIVE SESSION: For purposes permitted by Texas Government Code, Chapter 551, entitled Open Meetings, Sections 551.071, 551.072, 551.073, 551.074, 551.0745, 551.075, and 551.076. The Commissioners Court reserves the right to exercise its discretion and may convene in executive session as authorized by the Texas Government Code, Section 551.071, et seq., on any of the items listed on its formal or briefing agendas.

SECTION 551.071 – CONSULTATION WITH ATTORNEY

14. Deliberation and consultation with attorney regarding pending or contemplated litigation in Texas Associations of Counties, Law Enforcement Claim Number LE20242007-1.

OPEN SESSION:


Commissioners Court closed Executive Session at 11:02 AM and reconvened Open Session

15. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner J Scott Herod – Precinct 3 to approve a waiver pursuant to Texas Disciplinary Rules of Professional Conduct, 1.06.
Passed 5-0; Abstain: (None); Absent: (None).

ADJOURN: 11:03AM

Meeting adjourned by County Judge Neal Franklin

Date: 5/16/25

Approved: 
County Judge Neal Franklin

The State of Texas §
County of Smith §

I, Karen Phillips, Smith County Clerk attest that the foregoing is a true and accurate accounting of the Commissioners Court's authorized proceedings for April 1, 2025.

Karen Phillips
by Dawn Colclasure
KAREN PHILLIPS, County Clerk
Clerk of Commissioners Court
Smith County, Texas

5/16/25
Date



9

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 5/13/2025	Submitted by: Jennafer Bell
Meeting Date: 5/20/2025	Department: County Clerk
Item Requested is: <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
Title: Comm Court Recordings - April 2025	
Agenda Category: <input type="radio"/> Briefing Session <input checked="" type="radio"/> Recurring Business <input type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Receive Commissioners Court recordings for April 2025.	
Background:	
Financial and Operational Impact:	
Attachments: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to Agenda@smith-county.com and include any necessary attachments. **Deadline is Tuesday at 5:00pm a week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

SUBMIT

Office Use Only
Agenda Item # _____

10

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 05/14/2025	Submitted by: KAREN NELSON
Meeting Date: 05/20/2025	Department: ROAD & BRIDGE
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: PLAT	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to authorize the County Judge to sign the: a. Final Plat for Woodland Park, Unit 1, Precinct 1; and b. Re-Plat for Veritatis Splendor, Lots 58-A and 59, Precinct 3	
Background:	
Financial and Operational Impact:	
Attachments: Yes <input type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to Agenda@smith-county.com and include any necessary attachments. **Deadline is Wednesday at 5:00pm the week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

SUBMIT

Office Use Only
Agenda Item # _____



Subdivision Name: Woodland Park

Adjacent Road: FM 2969b

Developer: Hunt Development

Phone: [REDACTED]

email: [REDACTED]

Fax: [REDACTED]

Surveyor: Halo Surveying

Phone: [REDACTED]

email: [REDACTED]

Fax: -

Roadway Length: 2,760 ft. (centerline)

Item	Date and Initial when received		
	Resub/Lot Line Adjustment	No Roads	With Roads
Prior to Court Submission	Preliminary Plat (2 copies)	Not Required	
	Preliminary Plat Approved	Not Required	
	Final Plat (mylar & 3 prints)		4-25-25 S.B.
	Plat Fee	\$25	\$100
	Construction Bond (\$20 /ft.)	Not Required	Not Required
	Testing Fee (\$1.50/ft with Curb & Gutter, \$1/ft without)	Not Required	Not Required
	911 Clearance Letter		
	Designated Rep. (Pledger) Clearance Letter	See notes below	
	Tax Certificate		
	Plans and Specifications (2 copies)	Not Required	Not Required
	TCEQ Permit for Dam (if lake or pond present)		
	Flood Plain Development Permit & Fee (if required)	\$100	\$100
At Completion of Construction	Final Inspection	Not Required	Not Required
R/W Accepted as County Road by Commissioners Court	Maintenance Bond (\$30/ft.)	Not Required	Not Required
	County Rd Number	Not Required	Not Required

Notes: Increase lot(s) – Pledger letter “NOT” required
 Decrease lot(s) – Pledger letter “IS” required

NOTES:

- 1) "NOTICE - SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF COUNTY ORDINANCE AND STATE LAW AND IS SUBJECT TO FINES, AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS."
- 2) THIS PLAT CREATES 26 LOTS OUT OF THAT CERTAIN 105.695 ACRE TRACT DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN TO MEHU HOLDINGS, LLC, AS RECORDED IN INSTRUMENT NUMBER 202401031770 OF THE OFFICIAL PUBLIC RECORDS OF SMITH COUNTY, TEXAS.
- 3) BY GEOGRAPHIC PLOTTING THE SUBJECT PROPERTY IS WITHIN OTHER AREAS (ZONE X - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS INDICATED BY FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD MAPS. SEE MAP NUMBER 48423C0460C, EFFECTIVE DATE SEPTEMBER 26, 2008.
- 4) BEARINGS ARE BASED UPON THE TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983 AS DETERMINED BY GPS OBSERVATIONS.
- 5) THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE EASEMENTS OR OTHER MATTERS NOT SHOWN THAT AFFECT THE PROPERTY.
- 6) THIS SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
- 7) IN PROVIDING THIS SURVEY NO ATTEMPT HAS BEEN MADE TO OBTAIN OR SHOW DATA CONCERNING THE EXISTENCE, SIZE, DEPTH, CONDITION, CAPACITY OR LOCATION OF ANY UTILITY EXISTING ON THE SUBJECT PROPERTY WHETHER PRIVATE, MUNICIPAL OR PUBLIC OWNED. SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT SURVEYED OR EXAMINED OR STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONDITIONS, CONTAINERS OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY.

RESIDUE OF 0411-44.2 AC
MABEL FLORENCE NEEL AC
INSTRUMENT NUMBER 202101048704
DESCRIBED IN VOLUME 1111, PAGE 672

DON THOMAS QUEVADO SURVEY, A-18, SECTION 27

PROJECT LOCATION

VICINITY MAP - (NOT TO SCALE)

- 1) "NOTICE - SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF COUNTY ORDINANCE AND STATE LAW AND IS SUBJECT TO FINES, AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS."
- 2) THIS PLAT CREATES 26 LOTS OUT OF THAT CERTAIN 105.695 ACRE TRACT DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN TO MEHU HOLDINGS, LLC, AS RECORDED IN INSTRUMENT NUMBER 202401031770 OF THE OFFICIAL PUBLIC RECORDS OF SMITH COUNTY, TEXAS.
- 3) BY GEOGRAPHIC PLOTTING THE SUBJECT PROPERTY IS WITHIN OTHER AREAS (ZONE X - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS INDICATED BY FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD MAPS. SEE MAP NUMBER 48423C0460C, EFFECTIVE DATE SEPTEMBER 26, 2008.
- 4) BEARINGS ARE BASED UPON THE TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983 AS DETERMINED BY GPS OBSERVATIONS.
- 5) THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE EASEMENTS OR OTHER MATTERS NOT SHOWN THAT AFFECT THE PROPERTY.
- 6) THIS SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
- 7) IN PROVIDING THIS SURVEY NO ATTEMPT HAS BEEN MADE TO OBTAIN OR SHOW DATA CONCERNING THE EXISTENCE, SIZE, DEPTH, CONDITION, CAPACITY OR LOCATION OF ANY UTILITY EXISTING ON THE SUBJECT PROPERTY WHETHER PRIVATE, MUNICIPAL OR PUBLIC OWNED. SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT SURVEYED OR EXAMINED OR STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONDITIONS, CONTAINERS OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY.

OWNER'S STATEMENTS:

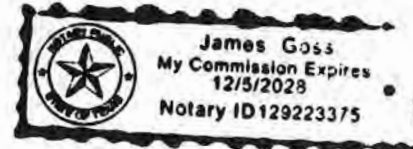
WE, MEHU HOLDINGS, LLC, THE OWNERS OF THE TRACT OF LAND SHOWN HEREON DO ACCEPT THIS AS ITS PLAN FOR THE SUBDIVIDING INTO LOT AND BLOCK AND DO DEDICATE TO THE PUBLIC FOREVER THE EASEMENTS AS SHOWN. IT IS THE OWNER'S RESPONSIBILITY TO VERIFY EASEMENTS PRIOR TO CONSTRUCTING ANY IMPROVEMENTS.

AGREED TO AND ACCEPTED BY:

[Signature]
MEHU HOLDINGS, LLC

SUBSCRIBED AND SWORN BEFORE ME, A NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS, THIS THE 21st DAY OF April, 2025.

[Signature]
NOTARY PUBLIC, STATE OF TEXAS



COUNTY APPROVAL:

THIS PLAT APPROVED BY THE COMMISSIONERS COURT OF SMITH COUNTY, TEXAS, THIS THE _____ DAY OF _____, 2025.

COUNTY JUDGE _____

RECORDED IN CABINET _____ SLIDE _____ OF THE PLAT RECORDS OF SMITH COUNTY, TEXAS.

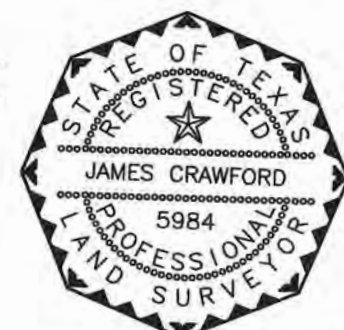
THIS THE _____ DAY OF _____, 2025.

SURVEYOR'S CERTIFICATE:

KNOW ALL MEN BY THESE PRESENTS: I, JAMES CRAWFORD, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5984, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND BEARINGS, DISTANCES, AREAS, AND MONUMENTS ARE AS SHOWN.

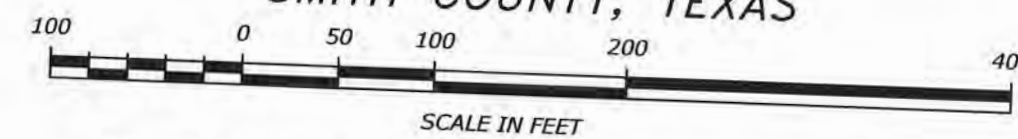
GIVEN UNDER MY HAND & SEAL, THIS THE 21st DAY OF April, 2025.

[Signature]
JAMES CRAWFORD
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5984



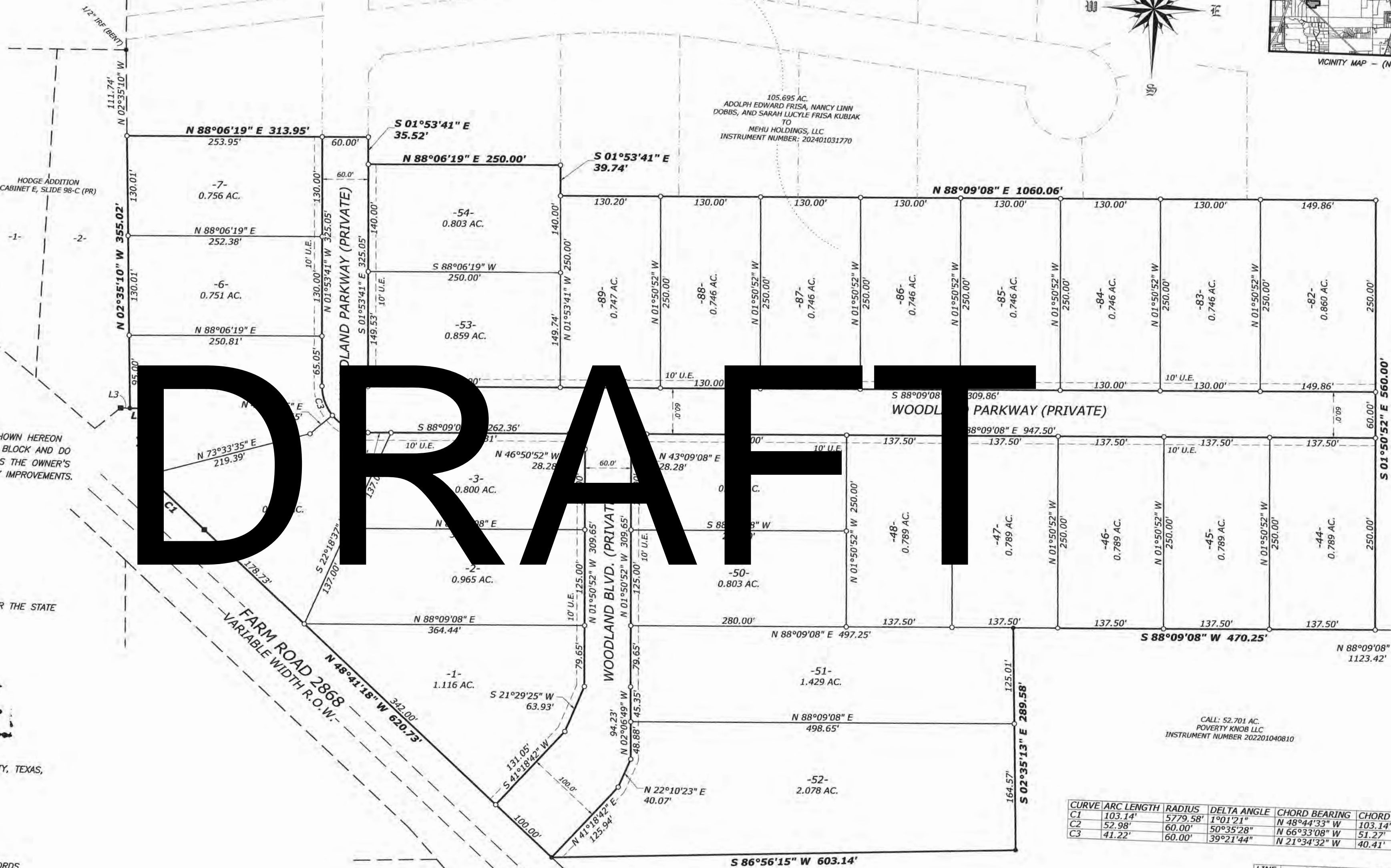
PREPARED BY:
HALO
SURVEYING, LLC
9097 COUNTY ROAD 2193
WHITEHOUSE, TEXAS 75791
(903) 570-0857
TRPELS FIRM REGISTRATION NO. 10194259

- U.E. - UTILITY EASEMENT
- - DENOTES 1/2" IRS W/CAP MARKED "HALO 5984" UNLESS OTHERWISE NOTED.
- - DENOTES 1/2" IRF UNLESS OTHERWISE NOTED.
- - DENOTES TYPE 1 R.O.W. MONUMENT (FOUND) UNLESS OTHERWISE NOTED.



DRAWN BY: B.A.J. CHECKED BY: T.J.C. FILE: 25024906 FILE: WOODLAND PARK-U1 DATE: 04/21/2025

DRAFT



CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	103.14'	5779.58'	1°01'21"	N 48°44'33" W	103.14'
C2	52.98'	60.00'	50°35'28"	N 66°33'08" W	51.27'
C3	41.22'	60.00'	39°21'44"	N 21°34'32" W	40.41'

LINE	BEARING	DISTANCE
L1	N 01°36'47" W	86.61'
L2	S 89°19'58" W	22.24'
L3	S 89°19'58" W	12.19'

Appendix 11



Subdivision Name: Resubdivision of Lots 58-A and 59, Veristato Splendo
 Adjacent Road: Stella Maris Street (Private)
 Developer: Ronnie Deaver Phone: [REDACTED]
 email: [REDACTED] Fax: N/A
 Surveyor: James Crawford Phone: [REDACTED]
 email: [REDACTED] Fax: N/A
 Roadway Length: _____ ft. (centerline)

Item	<i>Date and Initial when received</i>			
	Resub/Lot Line Adjustment	No Roads	With Roads	
Prior to Court Submission	Preliminary Plat (2 copies)	<i>Not Required</i>		
	Preliminary Plat Approved	<i>Not Required</i>		
	Final Plat (mylar & 3 prints)	<u>5-12-25 s.B.</u>		
	Plat Fee	<u>\$25</u> <u>5-12-25 s.B.</u>	\$100	\$250
	Construction Bond (\$20 /ft.)	<i>Not Required</i>	<i>Not Required</i>	
	Testing Fee (\$1.50/ft with Curb & Gutter, \$1/ft without)	<i>Not Required</i>	<i>Not Required</i>	
	911 Clearance Letter	<u>5-12-25 s.B.</u>		
	Designated Rep. (Huggins) Clearance Letter	<i>See notes below</i>		
	Tax Certificate	<u>5-12-25 s.B.</u>		
	Plans and Specifications (2 copies)	<i>Not Required</i>	<i>Not Required</i>	
	TCEQ Permit for Dam (if lake or pond present)			
	Flood Plain Development Permit & Fee (if required)	\$100	\$100	\$100
At Completion of Construction	Final Inspection	<i>Not Required</i>	<i>Not Required</i>	
R/W Accepted as County Road by Commissioners Court	Maintenance Bond (\$30/ft.)	<i>Not Required</i>	<i>Not Required</i>	
	County Rd Number	<i>Not Required</i>	<i>Not Required</i>	

Notes: Increase lot(s) – Huggins letter “NOT” required
 Decrease lot(s) – Huggins letter “IS” required


NOTES:

- 1) "NOTICE - SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS."
- 2) THIS PLAT COMBINES LOTS 58-A & 59, VERITATIS SPLENDOR, AS SHOWN ON PLAT RECORDED IN CABINET F, SLIDES 272-D & 273-A OF THE PLAT RECORDS OF SMITH COUNTY, TEXAS INTO 1 LOT.
- 3) BY GEOGRAPHIC PLOTTING THE SUBJECT PROPERTY IS WITHIN SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD EVENT (ZONE A - NO BASE FLOOD ELEVATION DETERMINED) AS INDICATED BY FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD MAPS. SEE MAP NUMBER 48423C0125C, EFFECTIVE DATE SEPTEMBER 26, 2008.
- 4) BEARINGS ARE BASED UPON THE TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983 AS DETERMINED BY GPS OBSERVATIONS ON LEICA GNSS REFERENCE NETWORK.
- 5) THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE, THERE MAY BE EASEMENTS OR OTHER MATTERS NOT SHOWN THAT AFFECT THE PROPERTY.
- 6) THIS SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
- 7) IN PROVIDING THIS SURVEY NO ATTEMPT HAS BEEN MADE TO OBTAIN OR SHOW DATA CONCERNING THE EXISTENCE, SIZE, DEPTH, CONDITION, CAPACITY OR LOCATION OF ANY UTILITY EXISTING ON THE SUBJECT PROPERTY WHETHER PRIVATE, MUNICIPAL OR PUBLIC OWNED. SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT SURVEYED OR EXAMINED OR STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONDITIONS, CONTAINERS OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY.
- 8) "DEVELOPMENT IN THE FLOODPLAIN REQUIRES A COUNTY DEVELOPMENT PERMIT, AS REQUIRED BY THE FLOOD DAMAGE PREVENTION ORDINANCE" PER CABINET F, SLIDES 272-D & 273-A (P.R.)

OWNER'S STATEMENTS:

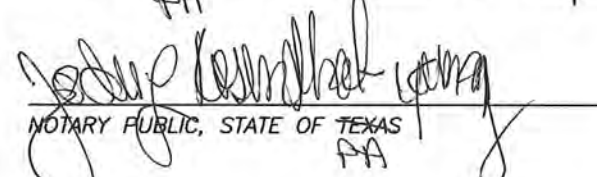
WE, RONNIE LEE DEEVER AND GWENDOLYNN THOMAS DEEVER, THE OWNERS OF LOTS 58-A AND 59 SHOWN HEREON AND DO ACCEPT THIS AS ITS PLAN FOR THE RESUBDIVIDING INTO LOT AND BLOCK AND DO DEDICATE TO THE PUBLIC FOREVER THE STREETS, ALLEYS AND EASEMENTS AS SHOWN. IT IS THE OWNER'S RESPONSIBILITY TO VERIFY EASEMENTS PRIOR TO CONSTRUCTING ANY IMPROVEMENTS.

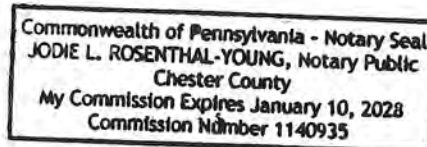
AGREED TO AND ACCEPTED BY:


RONNIE LEE DEEVER


GWENDOLYNN THOMAS DEEVER

SUBSCRIBED AND SWORN BEFORE ME, A NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS, THIS THE 9 DAY OF April, 2025.


NOTARY PUBLIC, STATE OF TEXAS



COUNTY APPROVAL:

THIS PLAT APPROVED BY THE COMMISSIONERS COURT OF SMITH COUNTY, TEXAS, THIS THE _____ DAY OF _____, 2025.

COUNTY JUDGE

RECORDED IN CABINET _____ SLIDE _____ OF THE PLAT RECORDS OF SMITH COUNTY, TEXAS.

THIS THE _____ DAY OF _____, 2025.

SURVEYOR'S CERTIFICATE:

KNOW ALL MEN BY THESE PRESENTS:

I, JAMES CRAWFORD, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5984, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND BEARINGS, DISTANCES, AREAS, AND MONUMENTS ARE AS SHOWN.

GIVEN UNDER MY HAND & SEAL, THIS THE 12th DAY OF May, 2025.


JAMES CRAWFORD
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5984



PREPARED BY:

HALO
SURVEYING, LLC

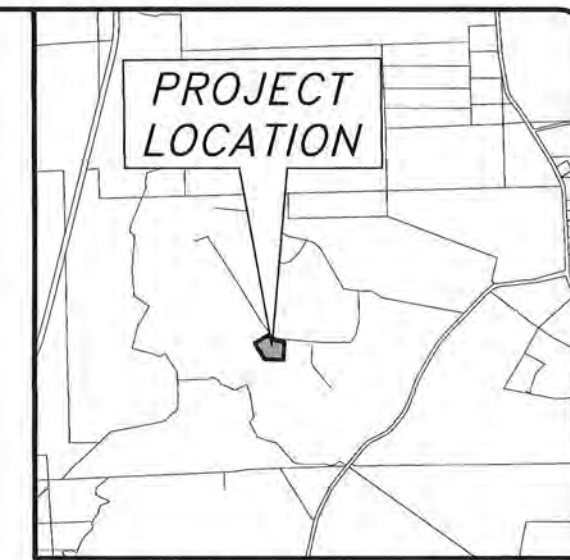
9097 COUNTY ROAD 2193
WHITEHOUSE, TEXAS 75791
(903) 570-0857
TBPELS FIRM REGISTRATION NO. 10194259

RESIDUE OF CALL: 572.011 AC.
VERITATIS SPLENDOR, INC.
INSTRUMENT NUMBER
202201003608

LEGEND

- - DENOTES 1/2" IRF W/CAP MARKED "KLK #4687" (FOUND) UNLESS NOTED OTHERWISE.

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	284.28'	330.00'	49°21'26"	S 62°29'54" E	275.57'



VICINITY MAP - (NOT TO SCALE)

DRAFT

RESUBDIVISION PLAT
LOTS 58-A & 59
VERITATIS SPLENDOR
BEING A PART OF THE
J. BREWER SURVEY, A-83
SMITH COUNTY, TEXAS



DRAWN BY: B.A.J. CHECKED BY: T.J.C. FILE: 24084555 FILE: DEEVER-REPLAT DATE: 02/17/2025

11

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date:	Submitted by: Jennafer Bell
Meeting Date: Weekly	Department: Auditor
Item Requested is: <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
Title: Weekly Bill Pay	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to approve and/or ratify payment of accounts, bills, payroll, transfer of funds, amendments, and health claims.	
Background:	
Financial and Operational Impact:	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input type="checkbox"/>
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to Agenda@smith-county.com and include any necessary attachments. **Deadline is Tuesday at 5:00pm a week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

SUBMIT

Office Use Only
Agenda Item # _____

12

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 5/14/2025	Submitted by: Jennafer Bell
Meeting Date: 5/20/2025	Department: Commissioners Court
Item Requested is: <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
Title: Discuss TIRZ and Ch 381 Agreements	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input type="radio"/> Court Orders <input type="radio"/> Resolution <input checked="" type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Discuss and consider Tax Increment Reinvestment Zone (TRIZ) and Chapter 381 Agreements with properties located within Smtih County, including projects in Downtown Tyler owned by NORF Corporation.	
Background:	
Financial and Operational Impact:	
Attachments: Yes <input type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to Agenda@smith-county.com and include any necessary attachments. **Deadline is Wednesday at 5:00pm the week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

SUBMIT

Office Use Only
Agenda Item # _____

13

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 5/14/2025	Submitted by: Jennafer Bell
Meeting Date: 5/20/2025	Department: Commissioners Court
Item Requested is: <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
Title: Executive Session	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input checked="" type="radio"/> Executive Session	
Agenda Wording: 551.087 – DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS 551.071 – CONSULTATION WITH ATTORNEY Deliberation and consultation with attorney regarding chapter 381 Agreements between Smith County and NORF Corporation, and discussion regarding commercial or financial offers, incentives, or information within Smith County and the downtown area.	
Background:	
Financial and Operational Impact:	
Attachments: Yes <input type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to Agenda@smith-county.com and include any necessary attachments. **Deadline is Wednesday at 5:00pm the week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

SUBMIT

Office Use Only
Agenda Item # _____

14

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 5/15/2025	Submitted by: Jennafer Bell
Meeting Date: 5/20/2025	Department: Commissioners Court
Item Requested is: <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
Title: Executive Session	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input checked="" type="radio"/> Executive Session	
Agenda Wording: 551.072 – DELIBERATION REGARDING REAL PROPERTY Deliberation and consultation regarding the purchase, exchange, lease, or value of real property located in Smith County for the future location of the Smith County Animal Shelter and other County facilities.	
Background:	
Financial and Operational Impact:	
Attachments: Yes <input type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to Agenda@smith-county.com and include any necessary attachments. **Deadline is Wednesday at 5:00pm the week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

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Agenda Item # _____