MINUTES

WALLER COUNTY COMMISSIONER'S COURT **REGULAR SESSION WEDNESDAY – DECEMBER 14, 2022**

BE IT REMEMBERED that the Honorable Commissioner's Court of Waller County, Texas, met in **REGULAR SESSION** on Wednesday, the 14th day of December 2022 at its meeting place in the Commissioners Courtroom of the Waller County Courthouse, Hempstead, Texas. The meeting was called to order by Waller County Judge Trey Duhon at 9:02 a.m. with the following members of the Court present to-wit:

Carbett "Trey" J. Duhon III, County Judge John A. Amsler, Commissioner Precinct 1 Walter Smith, Commissioner Precinct 2 Kendric D. Jones, Commissioner Precinct 3 - arrived at 9:12 a.m. Justin Beckendorff, Commissioner Precinct 4 Stephanie Tompkins, Chief Deputy Clerk

Delivery of Invocation by: Commissioner Amsler

Pledge to the American Flag and Texas Flag led by: Commissioner Beckendorff

1. Approval of Agenda.

Motion made by Commissioner Beckendorff, seconded by Commissioner Smith.

Motion carried by 4-0 vote.

Judge Trey Duhon - Yes

Commissioner Amsler – Yes Commissioner Smith Commissioner Jones – Absent

Commissioner Beckendorff - Yes

- Yes

PUBLIC COMMENT

To slow the spread of COVID-19, the public may make public comment at the beginning of the meeting by teleconference. Local callers should call 979-921-6212. Non-local callers should call 800-576-1131. The user code for both numbers is 14329937. Callers will be asked if they would like to make public comment. After public comment, the teleconference line will be closed. The public may continue to watch the meeting streamed online at http://wallercountytx.swagit.com/live.

1. Deanna Warzon via teleconference

CONSENT AGENDA

Items identified within the consent agenda are of a routine nature, and will be passed with one vote without being discussed separately. If a member of the court or public requests that a particular item be discussed, that agenda item will be pulled from the Consent Agenda and discussed as part of the regular agenda at the appropriate time. One vote will approve the remaining items on the Consent Agenda.

- 2. Approval of the minutes - December 7, 2022 Regular Session
- 3. Request by County Treasurer for approval of Payroll.
- 4. Request to approve payment on the following:
 - (a) \$1,050.00 and \$1,100.00 for Invoices dated December 2, 2022 for a total of \$2,150.00 to Schmidt Funeral Home from line item 125-423-540705 [Transport to Morgue].

- (b) \$4,183.00 for Invoice # 10977 to Harris County from line item 125-423-540702 [Autopsy].
- 5. Request by County Auditor for approval and/or ratification of Accounts Payable.
- 6. Request by County Treasurer for approval of Treasurer's monthly report.
- 7. Request by 506th District Judge for approval of Fixed Asset Transfer to the IT Department.
- 8. Request by County Engineer to approve the Final Plat of Park at Anserra Section 1 in Precinct 4.
- 9. Request by County Engineer to approve the Final Plat of Park at Anserra Section 2 in Precinct 4.
- 10. Item #10 removed from Consent Agenda to vote on separately (page 3).
- 11. Item #11 removed from Consent Agenda to vote on separately (page 3).
- 12. Item #12 removed from Consent Agenda to vote on separately (page 3).
- 13. Item #13 removed from Consent Agenda to vote on separately (page 3).
- 14. Request by County Engineer to approve a Utility Permit for Centerpoint Energy, to install a 2" HP Stl, within the right-of-way of Woods Rd.

Motion to approve Consent Agenda with 10, 11, 12, and 13 removed made by Commissioner Smith, seconded by Commissioner Beckendorff.

Motion carried by 4-0 vote.

```
Judge Trey Duhon – Yes Commissioner Amsler – Yes Commissioner Smith – Yes Commissioner Jones – Absent Commissioner Beckendorff – Yes
```

Commissioner Jones arrived to meeting at 9:12 a.m.

ELECTIONS

15. Discuss and take action to approve resolution appropriating funds to replace/retrofit DRE voting systems purchased since 2014 with auditable voting systems as required as a result of Senate Bill 598, which added Section 129.003 to the Texas Election Code, and authorize County Judge to execute grant application and vendor quote. The retrofit was completed in June of 2022.

Motion made by Commissioner Beckendorff, seconded by Commissioner Smith.

Motion carried by 5-0 vote.

```
Judge Trey Duhon – Yes Commissioner Amsler – Yes Commissioner Smith – Yes Commissioner Jones – Yes Commissioner Beckendorff – Yes
```

GRANT MANAGER

16. Discuss and take action to advertise in the Katy Times and The Waller County Express the Request for Qualifications (RFQ) for professional home demolition services relative to the County's CDBG-DR Buyout Program (Project 20-066-011-C074). Funding to be paid from line item 125-401-544100 [Bid Notices and Printing].

Motion made by Commissioner Beckendorff, seconded by Commissioner Jones. **Motion carried** by 5-0 vote.

17. Discuss and take action to advertise a public notice in the Katy Times and The Waller County Express relative to the public comment period associated with the County's two (2) applications pursuant to the Texas Community Development Block Grant Mitigation Method of Distribution/Regional Mitigation Program. Funding to be paid from line item 125-401-544100 [Bid Notices and Printing].

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Judge Duhon made motion to amend to add the Waller Times and the Hotline Press, seconded by Commissioner Smith.

Commissioner Beckendorff - Yes

Amendment carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler – Yes

Commissioner Smith – Yes

Commissioner Smith – Yes

Commissioner Beckendorff – Yes

Amended Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler – Yes

Commissioner Smith – Yes

Commissioner Jones – Yes

Returned to Items #10-13 previously removed from the Consent Agenda.

10. Request by County Engineer to approve the Final Plat of Sunterra Section 22 and accept the Construction Bond in Precinct 3.

Motion made by Commissioner Beckendorff, seconded by Commissioner Jones.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes Commissioner Amsler – Yes Commissioner Smith – Yes Commissioner Jones – Yes Commissioner Beckendorff – Yes

11. Request by County Engineer to approve the Final Plat of Sunterra Section 49 and accept the Construction Bond in Precinct 3.

Motion made by Commissioner Beckendorff, seconded by Commissioner Jones.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes Commissioner Amsler – Yes Commissioner Smith – Yes Commissioner Jones – Yes Commissioner Beckendorff – Yes

12. Request by County Engineer to approve the Final Plat of Sunterra Section 50 and accept the Construction Bond in Precinct 3.

Motion made by Commissioner Beckendorff, seconded by Commissioner Jones.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes Commissioner Amsler – Yes Commissioner Smith – Yes Commissioner Jones – Yes Commissioner Beckendorff – Yes

13. Request by County Engineer for the approval of the Final Plat of Tantara Bend Drive Street Dedication & Reserves and accept the Construction Bond in Precinct 3.

Motion made by Commissioner Beckendorff, seconded by Commissioner Jones.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes Commissioner Amsler – Yes Commissioner Smith – Yes Commissioner Jones – Yes Commissioner Beckendorff – Yes

Proceeded with Agenda Item #18

506th DISTRICT JUDGE

18. Discuss and take action to approve Services Operations Contract with Recovery Monitoring Solutions for Global Positioning System Monitoring Continuous Alcohol Monitoring Drug Patch Testing for the 506th District Court.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes Commissioner Amsler – Yes Commissioner Smith – Yes Commissioner Beckendorff – Yes

19. Discuss and take action to approve the Contract Indigent Defense attorneys for Waller County for Calendar Year 2023 and authorize the County Judge to sign the contracts on behalf of the County.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes Commissioner Amsler – Yes Commissioner Smith – Yes Commissioner Jones – Yes Commissioner Beckendorff – Yes

COUNTY COURT AT LAW

20. Discuss and take action to approve the Contract Indigent Defense attorneys for Misdemeanor and Juvenile cases for Waller County for Calendar Year 2023 and authorize the County Judge to sign the contracts on behalf of the County.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes Commissioner Amsler – Yes Commissioner Smith – Yes Commissioner Jones – Yes Commissioner Beckendorff – Yes

TREASURER

21. Discuss and take action for annual review and approval of Waller County Investment Policy.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes Commissioner Amsler – Yes Commissioner Smith – Yes Commissioner Jones – Yes Commissioner Beckendorff – Yes

AUDITOR

22. Discuss and take action to approve various 2022 departmental line-item transfers.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes Commissioner Amsler – Yes Commissioner Smith – Yes Commissioner Jones – Yes Commissioner Beckendorff – Yes

23. Discuss and take action to approve Lease Agreement with Xerox for a Xerox C8055 Copier Multifunction Printer. Monthly rate of \$187.93 for a term of 48 months to be paid from line item 125-435-581813 [Copier/Printer].

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes Commissioner Amsler – Yes Commissioner Smith – Yes Commissioner Jones – Yes Commissioner Beckendorff – Yes

MISCELLANEOUS

24. Discuss and take action approve renewal of Waller County Twinwood Business Park Reinvestment Zone 12.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon - Yes

Commissioner Amsler – Yes

Commissioner Smith

- Yes

Commissioner Jones - Yes

Commissioner Beckendorff - Yes

25. Discuss and take action to offer the Veteran's Service Officer part-time position at the rate of pay of \$26.31 per hour and start date of January 22, 2023.

Commissioner Beckendorff moved to offer Mr. Everett Kelly the Veteran's Service Officer part-time position at a rate of pay at \$26.31 per hour to start on the date of January 22, 2023, seconded by Commissioner Amsler.

Motion carried by 5-0 vote.

Judge Trey Duhon - Yes

Commissioner Amsler – Yes

Commissioner Smith

- Yes

Commissioner Jones – Yes

Commissioner Beckendorff - Yes

Discuss and take action to approve Order prohibiting or restricting certain fireworks in 26. unincorporated areas of Waller County. Item WITHDRAWN.

EXECUTIVE SESSION

- 27. Consultation with District Attorney and outside counsel pursuant to Government Code Section 551.071. Item WITHDRAWN.
- Reconvene in Open Session to take any action necessary on matters discussed 28. Executive Session. Item WITHDRAWN.

ADJOURN MEETING

Motion to adjourn meeting by Commissioner Amsler, seconded by Commissioner Jones. Motion carried by 5-0 vote.

Judge Trey Duhon - Yes

Commissioner Amsler – Yes

Commissioner Smith

Commissioner Jones – Yes

Commissioner Beckendorff - Yes

Meeting was **ADJOURNED** at 10:07 a.m.

I ATTEST that the above proceedings are the true and correct minutes taken in my capacity as Ex-Officio for the Commissioners' Court of Waller County.

Debbie Hollan, Waller County Clerk

Stephanie Tompkins, Chief Deputy Clerk

APPROVED this the 2/1st day of December 2022.

Carbett ('Trey" J. Duhon, III

County Judge



Payroll Summary



Packet: PYPKT02809 - 12/16/22 PR Payroll Set: 01 - Waller County, TX

Pay Period: 11/27/2022 - 12/10/2022

Males Paid:

179 Females Paid: 160

Total Employees: 339

449,920.79 **Total Direct Deposits: Total Check Amounts:** 14,041.96

12/12/2022 6:06:52 PM Page 189 of 206

EARNINGS				BENEFIT	e			
Pay Code		Units	Pay Amount	Pay Code			Units	Pay Amount
Cell		0.00	440.00	i ay cou	CE		223.92	0.00
CT		162.01	3,436.67				83.25	0.00
Exercise Time		10.00	222.90		CE- Straight			
H		21,172.00	516,635.62		GTL Taxable Benefi	t	0.00	438.32
Hol		554.59	13,415.71		Vehicle Taxable		68.00	180.00
Inclement Weather		12.00	288.00			Total:	375.17	618.32
Leave W/O Pay		220.03	0.00					
· •		0.00	-410.00	TAXES				
Longevity-State PT-H		686.50	11,286.88	Code		Subject To	Employee	Employer
Reimb		0.00	54.22		Fed W/H	565,182.81	44,395.42	0.00
Sal		20.00	57,896.69		FICA	617,006.35	37,851.77	37,851.77
Sal - No UI Tax		1.00	500.00		Medicare	617,006.35	8,946.61	8,946.61
		2.00	2,656.76		Unemployment	597,386.24	0.00	1,433.99
Sal - Sup			•			Total:	91,193.80	48,232.37
Sal-Other		3.00	4,617.68					
Sick		987.84	23,278.89					
STEP CMV		4.00	180.81					
STEP Comp		12.00	516.82					
Task Force OT Hours		39.00	1,728.00					
Travel		0.00	2,698.93					
Vac	T-4-1.	658.53	15,702.58					
	Total:	24,544.50	655,147.16					
DEDUCTIONS								
Code	Subject To	Employee	Employer					
Ch 13 Wage Ded	0.00	69.24	0.00					
Child Support 1	0.00	4,483.35	0.00					
Child Support 2	0.00	848.52	0.00					
Child Support 3	0.00	92.31	0.00					
Child Support 4	0.00	36.92	0.00					
Child Support MI SDU	0.00	132.18	0.00					
Child Support MS DHS	0.00	200.78	0.00					
Dental CAF-125-685	0.00	25.51	0.00					
Dental Ins After Tax	0.00	25.51	0.00					
Dental-CAF	0.00	3,137.73	190.32					
Dental-Grants	0.00	0.00	0.00					
Health CAF 125-685	0.00	248.21	0.00					
Health Ins After Tax	0.00	191.06	0.00					
Health-CAF	0.00	27,010.40	5,792.52					
Health-Grants	0.00	175.54	0.00					
Ins Adj-Dental CAF	0.00	-25.51	-126.88					
Ins Adj-Health CAF	0.00	-255.36	-4,320.36					
Ins Adj-Life A/Tax	0.00	-1.11	-5.08					
Ins Adj-VTL A/Tax	0.00	22.50	0.00					
Ins-Adj-Vision CAF	0.00	-12.10	0.00					
IRS	0.00	460.00	0.00					
Life	0.00	177.70	17.78					
Life-125-685	0.00	1.09	0.00					
Life-Grants	0.00	1.09	0.00					
MASA	0.00	897.25	0.00					
MRP	0.00	3,180.02	0.00					
NFC	0.00	123.75	0.00					
NFC-CAF	0.00	4,299.35	0.00					
Ret-GTL	652,493.49	4,233.33	2,283.79					
			71,382.70					
Retirement	652,493.49 0.00	45,674.54 6,149.00	0.00					
Valic	0.00	3.10	0.00					
Vision CAF 125-685			0.00					
Vision Ins After Tax	0.00	5.90						
Vision-CAF	0.00	969.14	0.00					
Vision-Grants	0.00	3.10	0.00					
Voluntary Term Life	0.00	1,639.90	0.00					
	Total:	99,990.61	75,214.79					
RECAP 01 - Waller Cou	nty, TX							
Earnings: 655,147.	16 Benefits:	618.32	Deductions:	99,990.6	51 Taxes:	91,193.80	Net Pay:	463,962.75



Payable Register

Payable Detail by Vendor Name Packet: APPKT05296 - PYPKT02809 - 12/16/22 PR

Payable # Payable Description	Payable T	ype Post Date Bank Code	Payable Date	Due Date	On H	Discount Date Hold	Amount	: 	Tax	Shipping	Discount	Tota
Vendor: 01555 - INTERNAL RE	VENUE SE	RVICE								Vendo	r Total:	137,992.1
INV0006923	Invoice	12/16/2022	12/16/2022	12/16/2022	2 1	12/16/2022	17,893.22		0.00	0.00	0.00	17,893.22
941 Medicare Withholdings		APBNK - APBNK			No	Payment I	Date: 12/16	/2022		Bank [Oraft:	DFT0003561
Items												
Item Description		Commodity		nits Pric		Amount		hipping	Di	scount	Total	
941 Medicare Withholdings		N/A	0	.00 0.0	0	17,893.22	0.00	0.00		0.00	17,893.22	
Distributions							_	_				
Account Number	Account P		Project A	ccount Key		Amount 17,893.22	Percer 0					
999-203-110100	FICA Paya	bie				17,893.22	U	70				
INV0006924	Invoice	12/16/2022	12/16/2022	12/16/2022	2 1	12/16/2022	75,703.54		0.00	0.00	0.00	75,703.54
941 Social Security Withhelds		APBNK - APBNK			No	Payment I	Date: 12/16	/2022		Bank D	Oraft:	DFT0003562
items												
Item Description		Commodity	Ui	nits Pric	e	Amount	Tax Si	hipping	Di	scount	Total	
941 Social Security Withhelds		N/A	0	.00 0.0	0	75,703.54	0.00	0.00		0.00	75,703.54	
Distributions												
Account Number	Account N	Name	Project A	ccount Key		Amount	Percer	nt				
999-203-110100	FICA Paya	ble				75,703.54	0	%				
NIV000C025	lai.a.	12/16/2022	12/16/2022	12/10/202		12/16/2022	44 205 42		0.00	0.00	0.00	44 205 42
NV0006925 941 Federal Withholding	Invoice	12/16/2022 APBNK - APBNK	12/16/2022	12/16/2022	No	12/16/2022	44,395.42 Date: 12/16		0.00	0.00 Bank D	0.00	44,395.42 DFT0003563
_		AFDIN - AFDIN			110	rayment	Jace. 12/10	2022		Dank	riait.	DF10003303
Items		Commodity	116	aite Daia	_	A	Tou C		D:	scount	Tatal	
Item Description 941 Federal Withholding		N/A		nits Pric		Amount 44,395.42	Tax Si 0.00	nipping 0.00	Di	0.00	Total 44,395.42	
Distributions		19/0		.00 0.0	o .	44,333.42	0.00	0.00		0.00	44,333.42	
Account Number	Account N	Name	Project A	ccount Key		Amount	Percer	ıt				
999-203-110200	FIT Payab		•	•		44,395.42	0					
Vendor: 07740 - TEXAS COUN	TY AND DI	STRICT RETIREMENT	SYSTEM							Vendo	r Total:	119,341.03
INV0006914	Invoice	12/16/2022	12/16/2022	12/31/2022	, 1	12/16/2022	2,283.79		0.00	0.00	0.00	2,283.79
Payroll Deduction/Contributions	voice	APBNK - APBNK	11, 10, 1011	12, 32, 202.	No		Date: 12/31		0.00	Bank C		DFT0003558
Items		Commodity	116	nits Pric		Amount	Tax Si	nipping	D:	scount	Total	
Item Description Payroll Deduction/Contributions		N/A		.00 0.0		2,283.79	0.00	0.00	Di	0.00	2,283.79	
Distributions		1970	·	.00 0.0	•	2,203.73	0.00	0.00		0.00	2,203.73	
Account Number	Account N	lame	Project A	ccount Key		Amount	Percer	it				
<u>999-203-111401</u>	Retiremer	nt TCDRS				2,283.79	0	%				
INIV/000C01E	leveiee	12/16/2022	12/16/2022	12/31/2022		12/16/2022	117,057.24		0.00	0.00	0.00	117,057.24
INV0006915 Payroll Deduction/Contributions	Invoice	12/16/2022 APBNK - APBNK	12/16/2022	12/31/202	No		117,037.24 Date: 12/31		0.00	Bank D		DFT0003559
Items												
Item Description		Commodity	Uı	nits Pric	e	Amount	Tax Si	nipping	Di	scount	Total	
Payroll Deduction/Contributions		N/A	0	.00 0.0	0 1	.17,057.24	0.00	0.00		0.00	117,057.24	
Distributions												
Account Number	Account P	lame	Project A	ccount Key		Amount	Percer					
<u>999-203-111401</u>	Retiremer	nt TCDRS				117,057.24	0'	%				
Vendor: 01484 - TEXAS STATE	DISBURSE	MENT UNIT								Vendo	r Total:	5,461.10
INV0006894	Invoice	12/16/2022	12/16/2022	12/16/2022	2 1	12/16/2022	4,483.35		0.00	0.00	0.00	4,483.35

Page 1 of 4 12/13/2022 4:27:13 PM

Vendor: 08160 - VARIABLE AM	NUITY LIFE IN	<u>S.</u>								Vendo	r Total:	6,149.00
INV0006916	Invoice	12/16/2022	12/16/2022	12/16/202	2 1	12/16/2022	6,149	9.00	0.00	0.00	0.00	6,149.00
Payroll Deductions	Δ.	PBNK - APBNK			No	Payment	Date: 12	/16/2022		Bank D	raft:	DFT0003560
Items												
Item Description	Cor	nmodity	Un	its Pric	е	Amount	Tax	Shipping	Disco	unt	Total	
Payroll Deductions	N/A	١	0.	0.0	0	6,149.00	0.00	0.00		0.00	6,149.00	
Distributions												
Account Number	Account Nam	e	Project A	ccount Key		Amount	Per	rcent				
999-203-112000	VALIC					6,149.00		0%				

Payable Summary

Туре	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	10	268,943.31	0.00	0.00	0.00	268,943.31	268,943.31	0.00
	Grand Total:	268.943.31	0.00	0.00	0.00	268.943.31	268.943.31	0.00

Packet: APPKT05296 - PYPKT02809 - 12/16/22 PR

Account Summary

Account	Name		Amount
999-203-110100	FICA Payable		93,596.76
999-203-110200	FIT Payable		44,395.42
999-203-111401	Retirement TCDRS		119,341.03
999-203-111500	Wage Garnishment		5,461.10
999-203-112000	VALIC		6,149.00
		Total:	268,943.31



Payable Register

Payable Detail by Vendor Name Packet: APPKT05297 - PYPKT02809 - 12/16/22 PR

Payable # Payable Description	Payable Type Bai	Post Date nk Code	Payable Date		Discount Date On Hold	Amount	Tax	Shipping	Discount	Total
Vendor: 17844 - DAVID G. PEA	KE, TRUSTEE							Vendo	r Total:	69.24
INV0006893 No. 18-32200	Invoice AP	12/16/2022 BNK - APBNK	12/16/2022	12/16/2022	12/16/2022 N o	69.24	0.00	0.00	0.00	69.24
Items Item Description No. 18-32200 Distributions	Comr N/A	nodity		nits Price	Amount 69.24	Tax Shi _l 0.00	pping D 0.00	iscount 0.00	Total 69.24	
Account Number 999-203-111500	Account Name Wage Garnishm	ent	Project A	ccount Key	Amount 69.24	Percent 0%				
Vendor: 13586 - MEDICAL AIR	SERVICES ASSO	CIATION, INC.						Vendo	r Total:	897.25
INV0006911 Payroll Deduction	Invoice AP	12/16/2022 BNK - APBNK	12/16/2022	12/31/2022	12/16/2022 No	897.25	0.00	0.00	0.00	897.25
Items Item Description Payroll Deduction	Comr N/A	modity		nits Price	Amount 897.25	Tax Shi _l	pping D 0.00	iscount 0.00	Total 897.25	
Distributions Account Number 999-203-111450	Account Name MASA		Project A	ccount Key	Amount 897.25	Percent 0%				
Vendor: 17861 - MICHIGAN ST	ATE DISBURSE	MENT UNIT				*		Vendo	r Total:	132.18
INV0006922 Tyshawn Londell Bibbs Order ID 201	Invoice 0248223 AP	12/16/2022 BNK - APBNK	12/16/2022	12/16/2022	12/16/2022 N o	132.18	0.00	0.00	0.00	132.18
Items Item Description Child support - Payroll Deduction Distributions	Comr N/A	modity		oits Price	Amount 132.18	Tax Shi _l 0.00	pping D 0.00	iscount 0.00	Total 132.18	
Account Number 999-203-111500	Account Name Wage Garnishm	ent	Project A	ccount Key	Amount 132.18	Percent 0%				
Vendor: 17845 - MISSISSIPPI D	EPARTMENT O	F HUMAN SERVI	<u>CES</u>					Vendo	r Total:	200.78
INV0006898 Gregory Fowlkes 560-43-5272	Invoice AP	12/16/2022 BNK - APBNK	12/16/2022	12/16/2022	12/16/2022 No	200.78	0.00	0.00	0.00	200.78
Items Item Description Child support - Payroll Deduction Distributions	Comr N/A	nodity		nits Price	Amount 200.78	Tax Shi _l 0.00	pping D 0.00	iscount 0.00	Total 200.78	
Account Number 999-203-111500	Account Name Wage Garnishm	ent	Project A	ccount Key	Amount 200.78	Percent 0%				
Vendor: 05440 - NATIONAL FA	MILY CARE LIFE	INSURANCE CO						Vendo	r Total:	4,423.10
INV0006912 Payroll Deduction	Invoice AP	12/16/2022 BNK - APBNK	12/16/2022	12/31/2022	12/16/2022 No	123.75	0.00	0.00	0.00	123.75
Items Item Description Payroll Deduction	Comr N/A	nodity		nits Price	Amount 123.75	Tax Shi _l	pping D 0.00	iscount 0.00	Total 123.75	
Distributions Account Number 999-203-111601	Account Name NFC		Project A	ccount Key	Amount 123.75	Percent 0%				
INV0006913 Payroll Deduction	Invoice AP	12/16/2022 BNK - APBNK	12/16/2022	12/31/2022	12/16/2022 N o	4,299.35	0.00	0.00	0.00	4,299.35

Page 1 of 7 12/13/2022 4:28:45 PM

Payable Register				Packet: APPKT05297 -	PYPKT02809 - 12/16/22 PR
Payable # Payable Description Items	Payable Type Post Date Bank Code	Payable Date Due Date	Discount Date On Hold	Amount Tax Ship	ping Discount Total
Item Description Payroll Deduction	Commodity N/A	Units Pri 0.00 0.0		Tax Shipping Discount 0.00 0.00 0.00	
Distributions Account Number 999-203-111302	Account Name NFC/Cafeteria	Project Account Key	Amount 4,299.35	Percent 0%	
Vendor: <u>07548 - TAC HEBP</u>	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			V	endor Total: 34,891.70
CM0000513 BCBS invoice	Credit Memo 12/16/202 APBNK - APBNK	2 12/16/2022 12/31/202	22 12/16/2022 No	-152.39 0.00 ·	0.00 0.00 -152.39
Items					
Item Description BCBS invoice Distributions	Commodity N/A	Units Pri 0.00 0.0		Tax Shipping Discoun 0.00 0.00 0.00	
Account Number 999-203-111301	Account Name Medical Insurance/Cafeteria	Project Account Key	Amount -152.39	Percent 0%	
CM0000514 BCBS invoice	Credit Memo 12/16/202 APBNK - APBNK	2 12/16/2022 12/31/202	22 12/16/2022 No	-4,575.72 0.00	0.00 0.00 -4,575.72
Items		Allesta - But		To China Diagram	A
Item Description BCBS invoice Distributions	Commodity N/A	Units Pri 0.00 0.0		Tax Shipping Discoun 0.00 0.00 0.00	
Account Number 999-203-111301	Account Name Medical Insurance/Cafeteria	Project Account Key	Amount -4,575.72	Percent 0%	
CM0000515 BCBS invoice	Credit Memo 12/16/202 APBNK - APBNK	2 12/16/2022 12/31/202	22 12/16/2022 No	-6.19 0.00	0.00 0.00 -6.19
Items Item Description BCBS invoice Distributions	Commodity N/A	Units Pri 0.00 0.0		Tax Shipping Discount	
Account Number 999-203-111200	Account Name Medical Insurance	Project Account Key	Amount -6.19	Percent 0%	
CM0000516 BCBS invoice	Credit Memo 12/16/202 APBNK - APBNK	2 12/16/2022 12/31/202	22 12/16/2022 No	-12.10 0.00	0.00 0.00 -12.10
Items Item Description BCBS invoice Distributions	Commodity N/A	Units Pri 0.00 0.0		Tax Shipping Discoun	
Account Number 999-203-111301	Account Name Medical Insurance/Cafeteria	Project Account Key	Amount -12.10	Percent 0%	
INV0006899 BCBS Invoice	Invoice 12/16/202 APBNK - APBNK	2 12/16/2022 12/31/202	22 12/16/2022 No	25.51 0.00	0.00 0.00 25.51
Items Item Description BCBS Invoice	Commodity N/A	Units Pri 0.00 0.		Tax Shipping Discoun	
Distributions Account Number 999-203-111301	Account Name Medical Insurance/Cafeteria	Project Account Key	Amount 25.51	Percent 0%	
INV0006900 BCBS invoice	Invoice 12/16/202 APBNK - APBNK	2 12/16/2022 12/31/202	22 12/16/2022 No	25.51 0.00	0.00 0.00 25.51

Payable Register				Packet: APPKT05297 - PYP	KT02809 - 12/16/22 PR
Payable # Payable Description	Payable Type Post Date Bank Code	Payable Date Due Date Or	Discount Date n Hold	Amount Tax Shipping	
Items Item Description	Commodity	Units Price	Amount	Tax Shipping Discount	Total
BCBS invoice	N/A	0.00 0.00	25.51	0.00 0.00 0.00	25.51
Distributions	·				
Account Number	Account Name	Project Account Key	Amount	Percent	
999-203-111200	Medical Insurance		25.51	0%	
INV0006901 BCBS invoice	Invoice 12/16/2022 APBNK - APBNK	12/16/2022 12/31/2022 N	12/16/2022 o	3,328.05 0.00 0.00	0.00 3,328.05
Items					
Item Description	Commodity	Units Price	Amount	Tax Shipping Discount	Total
BCBS invoice	N/A	0.00 0.00	3,328.05	0.00 0.00 0.00	3,328.05
Distributions					
Account Number	Account Name	Project Account Key	Amount	Percent	
<u>999-203-111301</u>	Medical Insurance/Cafeteria		3,328.05	0%	
INV0006902 BCBS Invoice	Invoice 12/16/2022 APBNK - APBNK	12/16/2022 12/31/2022 N	12/16/2022 o	248.21 0.00 0.00	0.00 248.21
Items					
Item Description BCBS Invoice Distributions	Commodity N/A	Units Price 0.00 0.00	Amount 248.21	Tax Shipping Discount 0.00 0.00 0.00	Total 248.21
	Account Name	Project Account Key	Amount	Percent	
Account Number	Account Name Medical Insurance/Cafeteria	Project Account key	248.21	O%	
999-203-111301	Medical insurance/Careteria		240.21	0%	
INV0006903	Invoice 12/16/2022	12/16/2022 12/31/2022	12/16/2022	191.06 0.00 0.00	0.00 191.06
BCBS invoice	APBNK - APBNK	N	0		
Items					
Item Description	Commodity	Units Price	Amount	Tax Shipping Discount	Total
BCBS invoice	N/A	0.00 0.00	191.06	0.00 0.00 0.00	191.06
Distributions					
Account Number	Account Name	Project Account Key	Amount	Percent	
999-203-111200	Medical Insurance		191.06	0%	
INV0006904 BCBS invoice	Invoice 12/16/2022 APBNK - APBNK	12/16/2022 12/31/2022 N	12/16/2022 o	32,802.92 0.00 0.00	0.00 32,802.92
Items					
Item Description	Commodity	Units Price	Amount	Tax Shipping Discount	Total
BCBS invoice	N/A	0.00 0.00	32,802.92	0.00 0.00 0.00	32,802.92
Distributions					
Account Number 999-203-111301	Account Name Medical Insurance/Cafeteria	Project Account Key	Amount 32,802.92	Percent 0%	
INV0006905 BCBS Invoice	Invoice 12/16/2022 APBNK - APBNK	12/16/2022 12/31/2022 N	12/16/2022 o	175.54 0.00 0.00	0.00 175.54
Items					
Item Description	Commodity	Units Price	Amount	Tax Shipping Discount	Total
BCBS Invoice Distributions	N/A	0.00 0.00	175.54	0.00 0.00 0.00	175.54
Account Number	Account Name	Project Account Key	Amount	Percent	
999-203-111301	Medical Insurance/Cafeteria	,	175.54	0%	
INV0006906 BCBS invoice	Invoice 12/16/2022 APBNK - APBNK	12/16/2022 12/31/2022 N	12/16/2022 o	22.50 0.00 0.00	0.00 22.50
Items					
Item Description	Commodity	Units Price	Amount	Tax Shipping Discount	Total
BCBS invoice Distributions	N/A	0.00 0.00	22.50	0.00 0.00 0.00	22.50
Account Number	Account Name	Project Account Key	Amount	Percent	
999-203-111200	Medical Insurance		22.50	0%	

Payable Register				Packet: APPKT05297 - PYP	KT02809 - 12/16/22 PR
Payable #	Payable Type Post Date	Payable Date Due Date	Discount Date	Amount Tax Shipping	Discount Total
Payable Description	Bank Code		On Hold		
INV0006908	Invoice 12/16/2022	12/16/2022 12/31/202		195.48 0.00 0.00	0.00 195.48
BCBS invoice	APBNK - APBNK		No		
Items					
Item Description	Commodity	Units Pric	e Amount	Tax Shipping Discount	Total
BCBS invoice	N/A	0.00 0.0	0 195.48	0.00 0.00 0.00	195.48
Distributions					
Account Number	Account Name	Project Account Key	Amount	Percent	
999-203-111200	Medical Insurance		195.48	0%	
INV0006909	Invoice 12/16/2022	12/16/2022 12/31/2023	• •	1.09 0.00 0.00	0.00 1.09
BCBS Invoice	APBNK - APBNK		No		
Items					
Item Description	Commodity	Units Pric	e Amount	Tax Shipping Discount	Total
BCBS Invoice	N/A	0.00 0.0	0 1.09	0.00 0.00 0.00	1.09
Distributions					
Account Number	Account Name	Project Account Key	Amount	Percent	
999-203-111200	Medical Insurance		1.09	0%	
INV0006910	Invoice 12/16/2022	12/16/2022 12/31/2022	12/16/2022	1.09 0.00 0.00	0.00 1.09
BCBS Invoice	APBNK - APBNK		No		
Items					
Item Description	Commodity	Units Pric	e Amount	Tax Shipping Discount	Total
BCBS Invoice	N/A	0.00 0.0		0.00 0.00 0.00	1.09
Distributions		0.00	1.03	0.00	1.05
Account Number	Account Name	Project Account Key	Amount	Percent	
999-203-111200	Medical Insurance	, ,	1.09	0%	
The state of the s					
INV0006917	Invoice 12/16/2022	12/16/2022 12/31/2022	2 12/16/2022	3.10 0.00 0.00	0.00 3.10
BCBS Invoice	APBNK - APBNK		No		
Items					
Item Description	Commodity	Units Pric	e Amount	Tax Shipping Discount	Total
BCBS Invoice	N/A	0.00 0.0	0 3.10	0.00 0.00 0.00	3.10
Distributions					
Account Number	Account Name	Project Account Key	Amount	Percent	
999-203-111301	Medical Insurance/Cafeteria		3.10	0%	
INV0006918	Invoice 12/16/2022	12/16/2022 12/31/2022	12/16/2022	5.90 0.00 0.00	0.00 5.90
BCBS Invoice	APBNK - APBNK		No		
Items					
Item Description	Commodity	Units Pric	e Amount	Tax Shipping Discount	Total
BCBS Invoice	N/A	0.00 0.0	0 5.90	0.00 0.00 0.00	5.90
Distributions					
Account Number	Account Name	Project Account Key	Amount	Percent	
999-203-111200	Medical Insurance		5.90	0%	
INV0006919	Invoice 12/16/2022	12/16/2022 12/31/2022	2 12/16/2022	969.14 0.00 0.00	0.00 969.14
BCBS Invoice	APBNK - APBNK		No		
Items					
Item Description	Commodity	Units Price	e Amount	Tax Shipping Discount	Total
BCBS Invoice	N/A	0.00 0.0		0.00 0.00 0.00	969.14
Distributions					
Account Number	Account Name	Project Account Key	Amount	Percent	
999-203-111301	Medical Insurance/Cafeteria	.,	969.14	0%	
INV0006920	Invoice 12/16/2022	12/16/2022 12/31/2022	2 12/16/2022	3.10 0.00 0.00	0.00 3.10
BCBS Invoice	APBNK - APBNK		No		

Payable Register						Pa	cket: APPK	T05297 - PYPI	(T02809 - 1	2/16/22 PR
Payable # Payable Description	Payable Typ	oe Post Date Bank Code	Payable Date	Due Date	Discount Date On Hold	Amo	ount -	Tax Shipping	Discount	Total
Items Item Description	c	ommodity	110	nits Prio	e Amount	Tax	Shipping	Discount	Total	
BCBS Invoice		/A		.00 0.0		0.00	0.00	0.00	3.10	
Distributions		•••	_			-	0.00	5.55		
Account Number	Account Na	me	Project A	ccount Key	Amount	Pe	rcent			
<u>999-203-111301</u>	Medical Insu	urance/Cafeteria			3.10	1	0%			i.
INV0006921	Invoice	12/16/2022	12/16/2022	12/31/202	2 12/16/2022	1,639	9.90 0	0.00	0.00	1,639.90
BCBS invoice		APBNK - APBNK			No					
Items										
Item Description		ommodity		nits Prio		Tax	Shipping	Discount	Total	
BCBS invoice	N	/A	0	.00 0.0	0 1,639.90	0.00	0.00	0.00	1,639.90	
Distributions					_	_				
Account Number	Account Na		Project A	ccount Key	Amount		rcent			
<u>999-203-111200</u>	Medical Insu	urance			1,639.90	•	0%			
Vendor: 07551 - TEXAS ASS	SOCIATION OF C	COUNTIES						Vendo	r Total:	1,433.99
INV0006926	Invoice	12/16/2022	12/16/2022	12/31/202	2 12/16/2022	1,43	3.99 0	0.00	0.00	1,433.99
Quarterly unemployment		APBNK - APBNK			No					
Items										
Item Description	C	ommodity	Ur	nits Prio	e Amount	Tax	Shipping	Discount	Total	
Quarterly unemployment Distributions	N	/A	0	.00 0.0	0 1,433.99	0.00	0.00	0.00	1,433.99	
Account Number	Account Na	me	Project A	ccount Key	Amount	: Pe	rcent			
999-200-112900	Accounts Pa	yable			1,433.99		0%			
Vendor: 02194 - UNITED ST	TATES TREASUR	Υ						Vendo	r Total:	460.00
INV0006907	Invoice		12/16/2022	12/16/202	2 12/16/2022	460	0.00 0	0.00	0.00	460.00
IRS Garnishment	WVOICE	APBNK - APBNK	12, 10, 2022	12, 10, 202	No	70.	0.00		0.00	400.00
Items										
Item Description	C	ommodity	Ur	nits Prio	e Amount	Tax	Shipping	Discount	Total	
IRS Garnishment	N	/A	0	.00 0.0	0 460.00	0.00	0.00	0.00	460.00	
Distributions										
Account Number	Account Na	me	Project A	ccount Key	Amount	: Pe	rcent			

460.00

0%

999-203-111500

Wage Garnishment

Payable Summary

Туре	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Credit Memo	4	-4,746.40	0.00	0.00	0.00	-4,746.40	0.00	-4,746.40
Invoice	24	47,254.64	0.00	0.00	0.00	47,254.64	0.00	47,254.64
	Grand Total:	42,508.24	0.00	0.00	0.00	42,508.24	0.00	42.508.24

Account Summary

Account	Name		Amount
999-200-112900	Accounts Payable		1,433.99
999-203-111200	Medical Insurance		2,076.34
999-203-111301	Medical Insurance/Cafeteria		32,815.36
999-203-111302	NFC/Cafeteria		4,299.35
999-203-111450	MASA		897.25
999-203-111500	Wage Garnishment		862.20
999-203-111601	NFC		123.75
		Total:	42,508.24

Schmidt Funeral ${\cal H}$ ome

DEC5'22ºMi :20 ALIBIANValler Avenue, P.O. Box 248, Brookshire, TX 77423 - 281-934-2424 12029 Hwy. 36 South, P.O. Box 610, Bellville, TX 77418 - 979-865-2424

INVOICE December 2, 2022

Bill To: Waller County Treasurer 836 Austin Street, #316 Hempstead, TX 77445

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
1			One Man First Call - - per Judge Ted Krenek				\$ 400.00
1			Transport to HCME				\$ 450.00
1			Body Bag				\$ 200.00
1			Wait Time on Scene – 0.0 Hrs.				\$ 0.00
			<u> </u>			Balance Due	\$ 1,050.0

Thank You,

Donna Schmidt Fricke Schmidt Funeral Home Brookshire, TX Registration # 100487

Joan Sargent Waller Co. Treasurer

Deputy O.C. Date (2) 500

Schmidt Funeral Home

819 Waller Avenue, P.O. Box 248, Brookshire, TX 77423 - 281-934-2424 12029 Hwy. 36 South, P.O. Box 610, Bellville, TX 77418 - 979-865-2424

DEC5'22m1:20 AUDITOR

INVOICE December 2, 2022

Bill To: Waller County Treasurer 836 Austin Street, #316 Hempstead, TX 77445

							<u> </u>
Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
1			Two Man First Call per Judge Ted Krenek				\$ 450.00
1			Transport to HCME				\$ 450.00
1			Body Bag				\$ 200.00
1			Wait Time on Scene – 0.0 Hrs.				\$ 0.00
	L		L			Balance Due	\$ 1,100.00

-Thank You,

Donna Schmidt Fricke Schmidt Funeral Home Brookshire, TX





INVOICE

Invoice No: Invoice Date: Page: 0000010977 12/5/22 1 of 1

Remit To:

Customer No:

0000003180

Harris County Accounts Receivable - General

Payment Terms: Due Date:

Net 30 1/4/23

Dept 300 PO Box 4354

Houston, TX 77210-4354

Bill To:

AMOUNT DUE:

4,183.00 USD

WALLER COUNTY ATTN CO TREASURER 836 AUSTIN ST STE 316 HEMPSTEAD TX 77445 United States

Amou	nt F	2emi	hatti

For billing questions, please call Accounts Receivable at (832) 927-4550

		11011	I I a IA A and	Alex Assessed
Description	Quantity	UOM .	Unit Amt	Net Amount
OUT OF COUNTY EXTERNAL EXAM	1.00	EA	1,161.00	1,161.00
OUT OF COUNTY AUTOPSY	1.00	EA	2,887.00	2,887.00
OC22-040 autopsy Date: 11/15/2 Ted Krenek; Report Mailed to Judge 11/30/2022				
BODY STORAGE FEES	1.00	EA	135.00	135.00
OC22-040 - 3 days x \$45.00 per day	y = \$135.00			
		Sub	ototal:	4,183.00
EC6'22••3:29 AUDITOR		AM	OUNT DUE:	4,183.00 USD
	OUT OF COUNTY EXTERNAL EXAM OC22-033; External Exter	OUT OF COUNTY EXTERNAL EXAM OC22-033; External Exam Date: 09/15/2022; Judge J.R. Wooney, report Mailed to Judge 11/30/2022 OUT OF COUNTY AUTOPSY OC22-040 autopsy Date: 11/15/2022; Judge Ted Krenek; Report Mailed to Judge 11/30/2022 BODY STORAGE FEES 1.00 OC22-04(3 days x \$45.00 per day = \$135.00	OUT OF COUNTY EXTERNAL EXAM OC22-033;	OUT OF COUNTY EXTERNAL EXAM 1.00 EA 1,161.00 OC22-033; External Exam Date: 09/15/2022; Judge J.R. Woolley, resport Mailed to Judge 11/30/2022 OUT OF COUNTY AUTOPSY 1.00 EA 2,887.00 OC22-040 autopsy Date: 11/15/2022; Judge Ted Krenek; Report Mailed to Judge 11/30/2022 BODY STORAGE FEES 1.00 EA 135.00 OC22-04(-3 days x \$45.00 per day = \$135.00

PLEASE MAKE PROMPT PAYMENT. ACCOUNTS NOT PAID IN FULL BY THE DUE DATE WILL BE REFERRED TO THE HARRIS COUNTY ATTORNEY'S OFFICE FOR COLLECTIONS.

MICHAEL POST HARRIS COUNTY AUDITOR 1001 Preston, Suite 800 Houston, Texas 77002 (832)927-4550

Registration # 100550

Joan Sargent Waller Co. Treasurer

Deputy Or Date 13 (2005)

DEC6'229M10:14TREASURER



Commissioner's Court Date: 12-14-22

	It is ORDERED by this Court motion by Commissioner Smith, duly seconded by Commissioner Beckendoff that the following Accounts Payable be and the same are hereby APPROVED with warrants to be issued accordingly, with members present voting in favor and members present voting opposed.
	Attest:
4	B <u>U.Mt.Mnia Dropkin Depudy</u> Debbie Hollan, County Clerk Date: <u>DEC 1 4 2022</u>
	Approved:
	Alan Younts, County Auditor
	Commissioners' Court Approval: John A. Amsler Commissioner, Precinct 1 Commissioner, Precinct 2
	Kendric D. Jones Commissioner, Precinct 3 Carbett "Trey" J. Duhon County Judge



Waller County, TX

Check Register Packet: APPKT05290 - COMM CRT 12/14/2022

By Check Number

Vendor Number Bank Code: APBNK-AP	Vendor Name	Paymei	nt Date	Paymen	t Type	Discount Am	ount F	ayment Amount	Number
12578	АТ&Т	12/14/2	2022	Regular			0.00	41.00	1139792
Payable #	Payable Type	Payable Date	Payable Descripti	_	Dis	count Amount	Pavab	le Amount	
Account Num		Account Name	Project Acco		Item Description		Dist Amo		
111922	Invoice	11/19/2022	125/100537/ACC	•	•	0.00		41.00	
125-411 - 521		Telephone/Equip & Svo		1#373 321	125/100537/ACC		4	1.00	
AND THE COMMITTEE OF TH		volopilolio, aquip al all			,				
14802	АТ&Т	12/14/2	2022	Regular			0.00	1,466.30	1139793
Payable #	Payable Type	Payable Date	Payable Descripti	ion	Dis	count Amount	Payab	le Amount	
Account Num	ber	Account Name	Project Acco	unt Key			Dist Amo		
9181544705	Invoice	11/19/2022	125/100538/ACC	-	•	0.00		1,466.30	
125-4117428		Telephone/Equip & Svo			125/100538/ACC		1,46	ŕ	
Anna Andreas		, , ,					•		
16657	A T & T MOBILITY LL	LC 12/14/2	2022	Regular			0.00	6,050.40	1139794
Payable #	Payable Type	Payable Date	Payable Descripti	ion	Dis	count Amount	Payab	le Amount	
Account Num	ber	Account Name	Project Acco	unt Key	Item Description	í	Dist Amo	ount	
55 (191885-131	Invoice	11/19/2022	125/100540/ACC	T#2872918	886661/SO	0.00		2,151.86	
125-510 3812		Air Card/Wireless			125/100540/ACC	T#28729	2,15	1.86	
	Invoice	11/19/2022	125/100536/ACC	T#2872920	19196/ANIM	0.00		120.00	
123 % - 143		Air Card/Time	123, 100330, ACC	1.1720/2320	Monthly Air/Card		12	0.00	
			135 /1005 43 /400	T#207206F	•	0.00		2 200 07	
38779697801381		11/19/2022	125/100542/ACC	1#28/2903	•		4.00	2,289.97	
122.41		County Cell Phone			125/100542/ACC		1,92		
115/51/ (11)	113	Air Card/Wireless			125/100542/ACC	T#28729	36	0.00	
. 1739 99 60, . 171	Invoice	11/19/2022	125/100541/ACC	T#2872990	69213/COUN	0.00		1,296.57	
	2/15 Mar (1	County Cell Phone			125/100541/ACC	T#28729	1,29	5.57	
191296939 (191	Invoice	12/07/2022	125/241/100539/	/ACCT#287	299693800/C	0.00		192.00	
125-42 - 5-13		County Cell Phone			125/241/100539/	ACCT#28	13	2.00	
741.500 001		ARP Miscellaneous			125/241/100539			0.00	
When the state of									
11327	AMBASSADOR SERV	/ICES LLC 12/14/2	2022	Regular			0.00	3,161.51	1139795
Payable #	Payable Type	Payable Date	Payable Descript	ion	Dis	count Amount	Payab	le Amount	
Account Num	ber	Account Name	Project Acco	unt Key	Item Description	1	Dist Amo	ount	
35.46	Invoice	12/01/2022	125/100461/JANI	ITORIAL SE	RVICES/DECE	0.00		3,161.51	
125-4-1-1-1-5	65.75 65.75	Contract Labor			125/100461/JANI	TORIAL S	3,16	1.51	
T.14590		TINDUSTRIES, IN 12/14/2		Regular			0.00	,	1139796
Payable #	Payable Type	Payable Date	Payable Descript	ion		count Amount	Payab	le Amount	
Account Num	ber	Account Name	Project Acco	unt Key	Item Description	I	Dist Amo	ount	
119.5	Invoice	11/17/2022	125/100317/INV#	#25615/BU	ILD MAINT/P	0.00		1,475.17	
125-141 (110)	TOU	Supplies			125/100317/INV#	‡25615/B	1,47	5.17	
T 40047		0.000							
T.10917	AMERICAN WATER	· · ·		Regular	-		0.00		1139797
Payable #	Payable Type	Payable Date	Payable Descript			count Amount			
Account Num		Account Name	Project Acco	•	Item Description		Dist Amo		
	Invoice	09/22/2022	125/100230/INV#	#1478/BUII	_D MAINT/PO	0.00		6,221.00	
225-443 (443)	7 <u>0.6</u>	Repair & Replacement			125/100230/INV#	#1478/BU	6,22	1.00	
T.8502	APPEL FORD MERCU	JRY 12/14/2	2022	Regular			0.00	155 45	1120700
Payable #	Payable Type	Payable Date		Regular	D!-		0.00		1139798
		•	Project Asso			count Amount	-		
Account Num		Account Name	Project Accor		Item Description		Dist Amo		
17 1895	Invoice	11/28/2022	110/100455/REPA	AIRS UNIT#		0.00		47.62	
140-53 i wasi	222	Fleet Operations			110/100455/REPA	AIRS UNIT	4	7.62	
131358	Invoice	11/28/2022	110/100456/REPA	AIRS UNIT#	108/LAW ENF	0.00		107.83	

Check Register						Packet:	APPK105290-CC	JIVIIVI C	KI 12/14/20
Vendor Number	Vendor Name	Payment Fleet Operations	t Date I	•	Type Discou 110/100456/REPAIRS UNIT		t Payment An 107.83	nount	Number
01340 Payable #	BROOKSHIRE M.W.D.	. 12/14/2 Payable Date	022 f Payable Description	Regular	Discount Am	0.00 nount Pa) 3 I yable Amount	48.30	1139799
Account Num	ber	Account Name	Proiect Account	Kev	Item Description	Dist	Amount		
112117 1116 / 151543	Invoice	11/23/2022 Utilities	125/100504/ACCT#0	01-4340-0		0.00	99.63 99.63		
145555	laelea	11/22/2022	125 /100505 /40054	1 1 1 1 5 0 0	0/747/40.4	0.00	100.00		
112373.1 125-4-1-542	Invoice	11/23/2022 Utilities	125/100505/ACCT#0		125/100505/ACCT#01-145	0.00	100.09 100.09		
11253 (+) 123 4 (14542)	Invoice <u>ବିଦ</u> ୍ର	11/23/2022 Utilities	125/100526/ACCT#0		0/LIB/10.16 125/100526/ACCT#01-435	0.00	46.73 46.73		
<u>11232253</u> 1495554542	Invoice	11/23/2022 Utilities	110/100527/ACCT#0		0/R&B/10.1 110/100527/ACCT#02-460	0.00	101.85 101.85		
10489 Payable #	BUCKEYE CLEANING			Regular	Discount Am	0.00		01.10	1139800
-	Payable Type	Payable Date	Payable Description				yable Amount		
Account Num	ber	Account Name	Project Account	•	Item Description		Amount		
9045.7	Invoice	11/21/2022	125/100466/CUST#3	30699/SO _/	/PO 33277	0.00	901.10		
10 2 7 5 5 5 14	<u>30.)</u>	Disinfectant and Soap			125/100466/CUST#30699/		901.10		
17969	CAPITAL ONE, N.A.	12/14/2	022 F	Regular		0.00) 8	51.99	1139801
Payable #	Payable Type	Payable Date	Payable Description		Discount Am	ount Pa	yable Amount		
Account Num	ber	Account Name	Project Account	Kev I	Item Description		Amount		
9.100 ₂₂	Invoice	11/15/2022	125/100388/ACCT#6	•	•	0.00	39.26		
125 - 15 LEMP		Equipment & Supplies	123/100300/ACCT#0		125/100388/ACCT#62148	0.00	39.26		
01337 411 - 64540	Invoice	10/20/2022 Supplies and Stationary	125/100388/ACCT#6		(T/PO 3309 125/100388/ACCT#62148	0.00	44.10 44.10		
28107	Invoice	10/26/2022	125/100388/ACCT#6	521483/11	R/PO 32886	0.00	59.30		
and the same		Supplies and Stationary	123/100300//1001110		125/100388/ACCT#62148	0.00	59.30		
	n.). w	Supplies and Stationary			123/100386/ACC1#02148		39.30		
<u>031128</u> FM 47 FLGR	Invoice	10/26/2022 Books, Etc	125/100388/ACCT#6		B/PO 32865 125/100388/ACCT#62148	0.00	177.68 177.68		
	Invoice	11/16/2022 Books, Etc	125/100388/ACCT#6	•	B/PO 33141 125/100388/ACCT#62148	0.00	49.92 49.92		
25.533 2015-0-0-5-8	Invoice	11/02/2022 Miscellaneous	125/100388/ACCT#6		D/PO 32919 125/100388/ACCT#62148	0.00	22.95 22.95		
0084	Invoice	11/14/2022	125/100388/ACCT#6	521483/JU	IV PROB/PO	0.00	40.88		
133774 66	5011	Groceries			125/100388/ACCT#62148		40.88		
<u>0834</u> 7 <u>1</u> 20 930 <u>459</u> 0	Invoice	11/15/2022 Supplies and Stationary	125/100388/ACCT#6	•	(T/PO 3309 125/100388/ACCT#62148	0.00	35.96 35.96		
08844	Invoice	11/15/2022	125/100388/ACCT#6	521/183/111	R/PO 33140	0.00	39.92		
# \$2.000.5 35		Books, Etc			125/100388/ACCT#62148	0.00	39.92		
0889 144-10 Hars	Invoice	11/15/2022 Miscellaneous	125/100388/ACCT#6		B/PO 33144 125/100388/ACCT#62148	0.00	84.77 84.77		
<u>025-</u> : 22 4 - 31 252	Invoice	11/15/2022 Miscellaneous	125/100388/ACCT#6	•	B/PO 33145 125/100388/ACCT#62148	0.00	201.27 201.27		
0943 5 12 a oblasika	Invoice	11/15/2022 Supplies and Stationary	125/100388/ACCT#6		NV/PO 3325 125/100388/ACCT#62148	0.00	55.98 55.98		
01782	CASA FOR KIDS	12/14/2		Regular		0.00		50.00	1139802
Payable #	Payable Type	Payable Date	Payable Description		Discount Am	ount Pa	yable Amount		
Account Num	ber	Account Name	Project Account	Key I	Item Description		Amount		
112500	Invoice	11/28/2022	125/100490/JUROR I	ONATIO	NS/JP#1/11.	0.00	30.00		
100		Petit Jurors			125/100490/JUROR DONA	2.20	30.00		
							30.00		
120501 125 A 13-15 6	Invoice	12/05/2022 Petit Jurors	125/100557/JUROR (NS/JP4/12.0 125/100557/JUROR DONA	0.00	20.00 20.00		

Vendor Number	Vendor Name	Pavmen	t Date Paymen	t Type Discou		nt Payment Amount	
17880	CAVEMAN ARMS, LLC		022 Regular		0.0	•	
Payable #	Payable Type	Payable Date	Payable Description	Discount An	nount P	ayable Amount	
Account Nur	nber	Account Name	Project Account Key	Item Description	Dist	Amount	
112823	Invoice	11/28/2022	125/100472/AMMO/SO/PO	33262	0.00	1,300.00	
145 11358	1700	Equipment		125/100472/AMMO/SO/P		1,300.00	
120123	Invoice	12/01/2022	125/100473/AMMO/SO/PO	33263	0.00	1,500.00	
125-516-58:	1700	Equipment		125/100473/AMMO/SO/P		1,500.00	
03721	CITY OF HEMPSTEAD		•		0.0	•	1139804
Payable #	Payable Type		•			ayable Amount	
Account Nur		Account Name	Project Account Key	<u>.</u>		Amount	
113022			125/110/100500/UTILITIES 1			15,767.01	
110-324.54.		Utilities		125/110/100500/UTILITIE 125/110/100500/UTILITIE		1,267.57	
	2 Km (1)	Utilities		125/110/100500/011LITIE	1	4,499.44	
12774	CITY OF WALLED	12/14/2	022 Regular		0.0	0 175.24	1139805
Payable #	CITY OF WALLER Payable Type		Payable Description			ayable Amount	1139603
Account Nur		Account Name	Project Account Key			Amount	
1232.44	Invoice	12/07/2022	INTERLOCAL/ISSUANCE OF N	•		87.62	
		City of Waller/Interloca	•	INTERLOCAL/ISSUANCE OF		87.62	
		•					
Landa de la companya	Invoice	12/14/2022	INTERLOCAL/ISSUANCE OF N			87.62	
129 433 541	(40b)	City of Waller/Interloca		INTERLOCAL/ISSUANCE OF		87.62	
01110	CONCOLIDATED COM	MUNICATIONS 12/14/2	O22 Beguler		0.0	0 1750.03	1120000
				Discount Am	0.0	•	1139806
Payable # Account Nur		Payable Date Account Name	Payable Description Project Account Key			ayable Amount : Amount	
		12/01/2022	125/100531/ACCT#281-934-	2004/Hg/12	0.00	52.33	
12012. 10 34191.	Invoice	Telephone/Equip & Svc		-2064/LIB/12. 125/100531/ACCT#281-93		52.33	
1221		12/01/2022	125/100532/ACCT#281-934		0.00	51.33	
123-1-1-541		Telephone/Equip & Svc		125/100532/ACCT#281-93		51.33	
12911.	Invoice	12/01/2022	125/100533/ACCT#281-934-	·3516/LIB/ 12	0.00	67.30	
Mar His al	154 -	Telephone/Equip & Svc		125/100533/ACCT#281-93		67.30	
12020	Invoice	12/01/2022	125/100534/ACCT#281-375-	-5550/LIB/12.	0.00	456.02	
145 414,\$8		Telephone/Equip & Svc		125/100534/ACCT#281-37		456.02	
£20.63° -		12/01/2022	125/100535/ACCT#000-961-	.9639/ANNEY	0.00	1,132.95	
		Telephone/Equip & Svc		125/100535/ACCT#000-96		1,132.95	
THE STATE OF STREET	Tolkery I	relephone, Equip & Dro		123/100333///00///000 30		1,132.33	
15599	DOBIE SUPPLY LLC	12/14/2	022 Regular		0.0	0 4,840.00	1139807
Payable #	Payable Type	Payable Date	Payable Description	Discount An	nount P	ayable Amount	
Account Nui	mber	Account Name	Project Account Key	Item Description	Dist	Amount	
39843	Invoice		125/100499/INV#39843/EN		0.00	4,840.00	
149 441 56	<u> 1905</u>	911 Address Signs		125/100499/INV#39843/E		4,840.00	
T.8139	EDMONDS INSURANC	CE AGENCY 12/14/2	.022 Regular		0.0	0 104.06	1139808
Payable #	Payable Type	Payable Date	Payable Description	Discount An	nount P	ayable Amount	
Account Nur	mber	Account Name	Project Account Key	Item Description	Dist	Amount	
	Invoice	12/02/2022	125/100459/REF#LSM17359	39/JP#2/A.N	0.00	104.06	
£23.1110.039	<u> </u>	Prepaid Items		125/100459/REF#LSM173		104.06	
T 42004	54.05D. 5		- :			_	
T.13904	ENGEDI PEST CONTRO		•	_,	0.0	•	1139809
Payable #	Payable Type	Payable Date	Payable Description			ayable Amount	
Account Nur		Account Name	Project Account Key	Item Description		Amount	
48910	Invoice	11/03/2022	125/100222/ACCT#8079/BU		0.00	325.00	
48 F144	Etheli	Contract Labor		125/100222/ACCT#8079/E	5	325.00	
482.1	Invoice	11/03/2022	125/100223/ACCT#7916/BU	ILD MAINT A	0.00	285.00	
		Contract Labor		125/100223/ACCT#7916/E	3	285.00	
48941	Invoice	11/04/2022	125/100221/ACCT#1099/BU	ILD MAINT A	0.00	200.00	
113 102541	(40)	Contract Labor	,	125/100221/ACCT#1099/B		200.00	

Check Register					Packet:	APPKT05290-COMM (RT 12/14/20
Vendor Number	Vendor Name Invoice	Paymer 11/09/2022	nt Date Payment 125/100220/ACCT#1055/BUI	• •	unt Amoun 0.00	t Payment Amount 225.00	Number
<u>126-44.0-</u> 64.	***C	Contract Labor	4.35 /4.00 4.43 /4.00T//4.43 4./DL//	125/100220/ACCT#1055/		225.00	
.434 3 Z . 43 5444154	Invoice	11/15/2022 Contract Labor	125/100442/ACCT#1134/BUI	125/100442/ACCT#1134/	0.00 'B	115.00 115.00	
<u> 125-442 5</u> 40	Invoice	11/17/2022 Contract Labor	125/100441/ACCT#1044/BUI	LD MAINT A 125/100441/ACCT#1044/	0.00 'B	140.00 140.00	
49280 108-4444	Invoice	11/23/2022 Contract Labor	125/100464/ACCT#7915/BUI	LD MAINT A 125/100464/ACCT#7915/	0.00 'B	425.00 425.00	
473 <u>94</u> 1 <u>25-447,5</u> 45	Invoice	11/28/2022 Contract Labor	125/100465/ACCT#1140/BUI	LD MAINT A 125/100465/ACCT#1140/	0.00 'B	75.00 75.00	
18353		E BEHAVIOR MAI 12/14/2			0.00		1139810
Payable #	Payable Type	Payable Date	Payable Description			ayable Amount	
Account Nun	nber	Account Name	Project Account Key	Item Description		Amount	
	Invoice	11/29/2022 Staff Training	125/100449/TRAINING/M/PI	NEDA/12.08. 125/100449/TRAINING/N	0.00 1	475.00 475.00	
11202212 125-506-54:	Invoice	11/29/2022 Staff Training	125/100450/TRAINING/M.FR	ANK/12.08.2 125/100450/TRAINING/N	0.00 1.	475.00 475.00	
03897	HOMETOWN HARD	WARE 12/14/2	022 Regular		0.00		1139811
Payable # Account Nun	Payable Type nber	Payable Date Account Name	Payable Description Project Account Key	Discount A Item Description		ayable Amount Amount	
19 <u>994/2</u> 125-440 N -	Invoice	11/07/2022 Supplies	125/99985/CUST#149/BUILD	MAINT/PO 125/99985/CUST#149/BU	0.00 IL	10.57 10.57	
15/12/14/20	Invoice	11/29/2022	125/100448/CUST#204/SO/F		0.00	39.17	
1212 1212 124 124 124 124 124 124 124 12	Invoice	Building Maintenance/J 12/01/2022	ail 125/100496/CUST#149/BUIL	125/100448/CUST#204/S	0.00	39.17	
a damena. Naintea de l	invoice	Repair & Replacement	123/100490/C031#149/B01C	125/100496/CUST#149/B		63.13 63.13	
7.1 5.5 07.2.1 1.10.530.1.1	Invoice	11/22/2022 Sign & Striping Material	110/100347/CUST#878/R&B, s	/PO 33190 110/100347/CUST#878/R	0.00	37.99 37.99	
T.10114	INDOFF INC.	12/14/2	•		0.00		1139812
Payable #	Payable Type	Payable Date	Payable Description	Discount A	mount Pa	ayable Amount	
Account Nun	nber	Account Name	Project Account Key	Item Description	Dist	Amount	
50 <u>440 2</u> 0 12 5 4 16 0 0	Invoice	11/18/2022 Supplies and Stationary	125/100495/CUST#133964/E	DA/PO 33229 125/100495/CUST#13396	0.00 5	189.02 189.02	
101262 5 105 422 232	Invoice	11/29/2022 Supplies and Stationary	125/100440/CUST#133865/T	,	0.00	314.01	
<u>125-456 639</u>				125/100440/CUST#13386		314.01	
04180	INGRAM LIBRARY SE		•		0.00	106.74	1139813
Payable #	Payable Type	Payable Date	Payable Description		mount Pa	yable Amount	
Account Num	nber	Account Name	Project Account Key	Item Description	Dist	Amount	
1,230 <u>8682</u> <u>1,25,52</u> 2,533	Invoice	11/08/2022 Books, Etc	125/100433/ACCT#2043979/	'LIB/PO 3325 125/100433/ACCT#20439	0.00	17.23 17.23	
725 3385 6 1 25 8537.534	Invoice	11/10/2022 Books, Etc	125/100431/ACCT#2043979/	LIB/PO 3325 125/100431/ACCT#20439	0.00	34.42 34.42	
1748 1841 1884 1885	Invoice	11/15/2022 Books, Etc	125/100430/ACCT#2043979/	LIB/PO 3325 125/100430/ACCT#20439	0.00	32.32 32.32	
7 <u>1787293</u> 125-537-51:	Invoice	11/22/2022 Books, Etc	125/100432/ACCT#2043979/	LIB/PO 3325 125/100432/ACCT#20439	0.00	22.77 22.77	
10758	INNOVATIVE COMM	1UNICATION SYS 12/14/2	022 Regular		0.00	13,210.92	1139814
Payable #	Payable Type	Payable Date	Payable Description	Discount A	mount Pa	yable Amount	
Account Num	nber	Account Name	Project Account Key	Item Description		Amount	
<u> 188161</u> 18 816 8	Invoice	12/22/2021 Repair & Replacement	125/100196/CUST#C14176/B	•	0.00	13,210.92	
ne William Chancell Co		-p		123/100130/0031#0141/	13	3,210.92	

Check Register					Packet:	APPK 105290-COIVIIVI	.K1 12/14/20
Vendor Number	Vendor Name	Payme	nt Date Paym	nent Type Dis	scount Amount	Payment Amount	Number
17787		IGS INC. 12/14/	•		0.00		1139815
Payable #	Payable Type	Payable Date				yable Amount	
Account Nu		Account Name		Item Description		Amount	
INV-2476-0		12/01/2022	125/100485/CUST#1028	436/ANNEX/NOV		530.52	
\$25 \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	1.25/.4	Telephone/Equip & Sv	С	125/100485/CUST#10	284	530.52	
13221	LJA ENGINEERING, II	NC. 12/14/	2022 Regu	lar	0.00	50.00	1139816
Payable #	Payable Type	Payable Date	· ·			yable Amount	1133010
Account No		Account Name	Project Account Key			Amount	
101780111	Invoice		110/100386/PROJECT#03				
LAIP - 18		Prof Consult/Flood Pla		110/100386/PROJECT#			
12678	LOWE'S	12/14/	· ·		0.00		1139817
Payable #	Payable Type	Payable Date	Payable Description			yable Amount	
Account No		Account Name	•	Item Description		Amount	
\$101E			125/100033/ACCT#9900	•			
136 8-255		Supplies		125/100033/ACCT#990	00 9	224.18	
<u> 910389</u>		• •	125/100033/ACCT#9900			497.21	
125. Hadi	50.1071	Supplies		125/100033/ACCT#990	00 9	497.21	
11301	MACNOLIA CUNCDA	L HOME INC. 12/14/	2022 Pagu	ar	0.00	1 705 00	1120010
	Payable Type	L HOME INC 12/14/ Payable Date	•			1,795.00 yable Amount	1139818
Account No	• • • •	Account Name	•	Item Description		Amount	
112323		11/23/2022		/CC 12.07.22		1,795.00	
120 40 5		Transport To Morgue	123, 100333, 110 110 1	125/100393/TRANSPO		1,795.00	
	on changing and the			,		.,,	
05048	MAY, SHEILA	12/14/	2022 Regu	ar	0.00	387.04	1139819
Payable #	Payable Type	Payable Date	Payable Description	Discoun	t Amount Pa	yable Amount	
Account No	ımber	Account Name	Project Account Key	Item Description	Dist /	Amount	
1.1 Dec 1.2	Invoice	11/28/2022	125/100434/MEMBERSH	IP RENEWAL STE		75.00	
		Bar Dues		125/100434/MEMBER	SHIP	75.00	
1133	Invoice	11/30/2022	125/100488/REIMBURSE	MENT MICROPH	0.00	312.04	
125 ,44,73%	1.340	Furniture & Equipmen	t	125/100488/REIMBUR	SE	312.04	
01490		JUVENILE DEPT. 12/14/			0.00		1139820
Payable #	Payable Type	Payable Date	•			yable Amount	
Account Nu		Account Name		Item Description /JUV PROB/PO 3	Dist /	Amount	
1221 57 125 5 7 3	Invoice	11/15/2022 Short Term Detention	125/100447/DETENTION	125/100447/DETENTIC			
Activities		Short Term Determon		123/100447/DETENTIC	ניאוכ	600.00	
05420	MUSTANG CAT	12/14/	2022 Regul	ar	0.00	547.30	1139821
Payable #	Payable Type	Payable Date	Payable Description		t Amount Pa		
Account Nu	ımber	Account Name	Project Account Key			Amount	
PART505-1482	Invoice	10/20/2022	110/99731/CUST#049200	00/R&B/PO 3316	0.00	633.89	
\$1,165,254	345	Fleet Operations		110/99731/CUST#0492	200	633.89	
PARTEIL II	Credit Memo	11/09/2022	110/100315/CUST#04920	000/R&B	0.00	-86.59	
12040-9	8455	Fleet Operations		110/100315/CUST#049		-86.59	
01695	NAPA AUTO PARTS	12/14/	•	ar	0.00	614.47	1139822
Payable #	Payable Type	Payable Date	Payable Description		t Amount Pa	yable Amount	
Account Nu		Account Name	Project Account Key	Item Description		Amount	
943703	Invoice	11/21/2022	125/100509/CUST#294/L	· ·	0.00	130.15	
1.75 to 1.45 %		Parts and Repairs		125/100509/CUST#294	4/LA	130.15	
94424	Invoice	11/28/2022	110/100452/CUST#278/R	&B/PO 33239	0.00	284.76	
	2157	Fleet Operations		110/100452/CUST#278	3/R	284.76	
944375	Invoice	11/29/2022	125/100508/CUST#294/L	AW ENF/PO 332	0.00	63.96	
225.1 LE 50	5400	Parts and Repairs	·	125/100508/CUST#294		63.96	
944S+)	Invoice	12/01/2022	125/100506/CUST#294/L	AW ENF/PO 332	0.00	70.01	
		, , :===	.,,,	,. 0 332	5.00	70.01	

Check Register					Packet:	APPKT05290-COMM (RT 12/14
endor Number	Vendor Name	Paymer	nt Date F	Payment Type	Discount Amour	t Payment Amount	Number
125-518-530-		Parts and Repairs		125/100506/C	JST#294/LA	70.01	
F44349	Invoice	12/01/2022	125/100507/CUST#2	94/LAW ENF/PO 332	0.00	65.59	
		Parts and Repairs			JST#294/LA		
1527		TER 12/14/2		Regular	0.0	•	113982
Payable #	Payable Type	Payable Date	•		Discount Amount P	·	
Account Numl		Account Name	Project Account	•		Amount	
	Invoice		125/100498/POSTAG		0.00	•	
125-519-5300	- 20 E	Postage		125/100498/P0	OSTAGE/SH	5,000.00	
326	ODP BUSINESS SOLU	TIONS, LLC 12/14/2	2022 R	Regular	0.0	0 1,157.71	113982
Payable #	Payable Type	Payable Date	Payable Description		Discount Amount P	ayable Amount	
Account Numi	ber	Account Name	Project Account	Key Item Description	n Dist	Amount	
275713206001	Invoice	11/17/2022	125/100412/ACCT#3	0113665/JP#4/PO 33	0.00	65.72	
125 421 331		Supplies and Stationary			CCT#30113	65.72	
37574861900 c	Invoice	11/17/2022	125/100413/ACCT#3	0113665/JP#4/PO 33	0.00	1,170.08	
125.111.11		Supplies and Stationary		125/100413/A		1,170.08	
0.75748620000	Invoice	11/17/2022	125/100414/4007#2	0113665/JP#4/PO 33	0.00	57.58	
125-421-5002		Supplies and Stationary		125/100414/A		57.58	
276748621001		,		0113665/JP#4/PO 33			
125-431-53	Invoice	11/17/2022 Supplies and Stationary	•	0113665/JP#4/PO 33 125/100415/A(0.00	14.38	
						14.38	
1/17/1967/2001	Invoice	11/17/2022	· · ·	0113665/JP#4/PO 33	0.00	17.99	
		Supplies and Stationary	1	125/100416/A	CCT#30113	17.99	
1.582449300.	Credit Memo	11/16/2022	125/100417/ACCT#3	0113665/COUNTY CL	0.00	-79.99	
125-403-5	M2	Supplies and Stationary	•	125/100417/A	CCT#30113	-79.99	
_7849435650.	Credit Memo	11/23/2022	125/100501/ACCT#3	0113665/DIST CLERK	0.00	-88.05	
		Supplies and Stationary		125/100501/A0		-88.05	
559	OMNIBASE SVCS OF 1	ΓX 12/14/2)022 R	egular	0.0	54.00	1139825
Payable #	Payable Type	Payable Date	Payable Description	-	Oiscount Amount P		113362.
Account Numi	• ••	Account Name	•	Key Item Description		Amount	
332.001237	Invoice	10/03/2022		R(JULY-SEPT) JP#1		54.00	
125.291.1111		TLFTA Fee/Omni	, , ,		RD QTR(JULY	54.00	
915	ORBIS PARTNERS INC			egular	0.0	810.00	1139826
Payable #	Payable Type	Payable Date	Payable Description		Discount Amount P	•	
		Account Name			n Dist	Amount	
<u>us 2022 236</u>	Invoice	07/28/2022	318/100443/MAYSI S		0.00	810.00	
318-592-5301	4	Supplies		318/100443/M	AYSI SOFT	810.00	
928	O'REILLY AUTO PARTS	S 12/14/2	.022 R	egular	0.0) 15.96	1139827
Payable #	Payable Type	Payable Date	Payable Description	_	o.o. Piscount Amount Pa		1133021
Account Numb		Account Name	Project Account			Amount	
0603-454548	Invoice	11/17/2022	125/100520/ACCT#1	•	0.00	7.58	
125.518.516		Parts and Repairs	,	125/100520/AC		7.58	
0603-465229	Invoice	11/21/2022	125/100380/ACCT#11	804716/R&R/PO 331		20 20	

Payable #	Payable Type	Payable Date	Payable Description	Discount A	nount	Payable Amount	
Account Nui	mber	Account Name	Project Account Key	Item Description		Dist Amount	
3803-494548	Invoice	11/17/2022	125/100520/ACCT#1804710	O/LAW ENF/PO	0.00	7.58	
125-518-50s	<u> </u>	Parts and Repairs		125/100520/ACCT#18047		7.58	
0603-469228	Invoice	11/21/2022	125/100380/ACCT#1804716	5/R&B/PO 331	0.00	38.28	
<u> 110-510</u> -56.		Fleet Operations		125/100380/ACCT#18047		38.28	
18525	PETROLEUM TRA	DERS CORPORATIC 12/14	/2022 Regular			0.00 16.961.27	1139828
Payable #	Payable Type	Payable Date	Payable Description	Discount Ar	nount	· ·	
Account Nur	mber	Account Name	Project Account Key	Item Description	D	Dist Amount	
1301319	Invoice	11/22/2022	110/100382/ACCT#993264/	/1/R&B/PO 33	0.00	16,961.27	
110/530.53		Fuel		110/100382/ACCT#99326		16,961.27	
10347	POST OAK RC & D	AREA, INC. 12/14	/2022 Regular		(0.00 1,000.00	1139829

CHECK REGISTER					Packet: APPK 10529	O-COIVINI O	LK 12/14/20
Vendor Number	Vendor Name	Payme	nt Date Paymen	t Type Discou	unt Amount Paymen	t Amount	Number
Payable #	Payable Type	Payable Date			mount Payable Amo		
Account Nun		Account Name	Project Account Key		Dist Amount		
2023	Invoice		125/100320/ANNUAL SPON	•	0.00 1,000	00	
<u> </u>		Prepaid Items	123/100320/ANNOAL 3F ON			7.00	
Andread to the state of the sta	. <u>144</u>	riepaiu items		125/100320/ANNUAL SPC	1,000.00		
17688	DDECKION LITHETY I	10 13/14/	2022 Beauten		0.00	505 50	4400000
		LC 12/14/2			0.00		1139830
Payable #	• ••	Payable Date	•		mount Payable Amo	unt	
Account Nun	nber	Account Name	Project Account Key		Dist Amount		
4114	Invoice	11/22/2022	125/100494/INV#4114/BUIL	D MAINT AP	0.00 237	.75	
125-412 536	100	Supplies		125/100494/INV#4114/BU	J 237.75		
4148	Invoice	12/01/2022	125/100492/WATER SYSTEN	A ANNEY/DEC	0.00 267	75	
		Utilities	123/100432/ WATER 3131ER			.75	
125-4 1110	\$54.00	Otilities		125/100492/WATER SYSTE	E 267.75		
01823	DDOCDEDITY DANK	12/14/2	2022		0.00		
					0.00		1139831
Payable #		Payable Date	·		mount Payable Amo	unt	
Account Nun		Account Name	Project Account Key				
130522	Invoice	12/06/2022	125/100555/CHECK SUPPLIE			.85	
125-1		Depository Charges		125/100555/CHECK SUPP	L 244.85		
17650	QUADIENT LEASING	USA, INC 12/14/2	2022 Regular		0.00	224.97	1139832
Payable #	Payable Type	Payable Date	Payable Description	Discount Ar	mount Payable Amo	unt	
Account Nun		Account Name	Project Account Key		· •		
N9684 101 1113	Invoice	11/22/2022	125/100427/CUST#0081390	•		97	
123		Prepaid Items	123, 100 12., 0031110001330	125/100427/CUST#00813		,	
didentile in the la	1. S. d.	r repaid items		123/10042//C031#00613	224.97		
17650	OLIA DIENIT I EACINIC	LICA INIC 12/14/1	2022 Regular		0.00	224.07	4420022
					0.00		1139833
Payable #		Payable Date			mount Payable Amo	unt	
Account Nun	nber	Account Name	Project Account Key	Item Description	Dist Amount		
Nasida Val	Invoice	11/22/2022	125/100427/CUST#0081390	3/JP#3/PO 33	0.00 224	.97	
12.00	A MENAL STATE OF THE STATE OF T	Postage		125/100427/CUST#00813	224.97		
17659	QUADIENT, INC	12/14/2	2022 Regular		0.00	210.27	1139834
Payable #	Payable Type	Payable Date	Payable Description	Discount Ar	mount Payable Amo	unt	
Account Nun	nber	Account Name	Project Account Key	Item Description	Dist Amount		
494 8 457.	Invoice	11/26/2022	110/100524/CUST#0126778	9/R&B/PO 33	0.00 210	.27	
117.47.47	22	Postage		110/100524/CUST#01267			
		· ·		.,,			
06120	QUILL CORPORATION	12/14/2	2022 Regular		0.00	1.084.58	1139835
Payable #	Payable Type	Payable Date	Payable Description		mount Payable Amo		
Account Num		Account Name	Project Account Key		Dist Amount		
20003310	Invoice		125/100468/ACCT#6339342			70	
4 %		Supplies and Stationary				./3	
	ANN	Supplies and Stationary		125/100468/ACCT#63393	223.73		
10058463	Invoice	11/17/2022	125/100469/ACCT#6339342	/SO/PO 3327	0.00 78	.96	
125.305 330	200	Supplies and Stationary		125/100469/ACCT#63393	78.96		
"ang san	Invaire	11/17/2022	135 /100470 /4 667#6330343				
1908183.	Invoice	11/17/2022	125/100470/ACCT#6339342	•	0.00 781	.89	
<u> 121</u> 47 - 201		Supplies and Stationary	•	125/100470/ACCT#63393	781.89		
45006	0.00.0000000000000000000000000000000000						
15836	RABA KISTNER, INC.	12/14/2	1022 Regular			27,400.00	1139836
Payable #	Payable Type	Payable Date	Payable Description	Discount An	nount Payable Amoi	unt	
Account Num	ber	Account Name	Project Account Key	Item Description	Dist Amount		
r.21.57113	Invoice	12/02/2022	110/100453/TWINWOOD PK	(WY LOAD LI	0.00 27,400	.00	
11x 105 + +2	FQQ	Prof Consult/Flood Plain	ı	110/100453/TWINWOOD			
					•		
06150	RB EVERETT & COMP	ANY 12/14/2	.022 Regular		0.00	3,960.00	1139837
Payable #	Payable Type	Payable Date	Payable Description	Discount An	nount Payable Amou		,
Account Num	ber	Account Name	Project Account Key	Item Description	Dist Amount		
8-3-24-7	Invoice	11/23/2022	110/100454/CUST ID#C1388			00	
		Equipment Rental	===, ±00 10 1, €001 10#€1300		-/	.00	
Mark 25 1, 2, 2	en e	-quipment nentai		110/100454/CUST ID#C13	3,960.00		
02055	RECOVERY MONITOR	ING 12/14/2	022 Boards		0.00		
	ALCOVERT MONTOR	ING 12/14/2	022 Regular		0.00	70.00	1139838

Check Register					Packet: A	РРКТ05290-СОММ С	RT 12/14/20
Vendor Number	Vendor Name	Payme	nt Date Paymen	t Type Disc	count Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount	Amount Pay	able Amount	
Account Nu	mber	Account Name	Project Account Key	Item Description	Dist A	mount	
27 27475	Invoice	11/01/2022	125/100428/ACCT#2079457	·	0.00	70.00	
		Drug Patch		125/100428/ACCT#207	94	70.00	
11846		#473 * 12/14/	2022 Regular		0.00	138.54	1139839
Payable #	Payable Type	Payable Date	Payable Description	Discount	Amount Pay	able Amount	
Account Nur	mber	Account Name	Project Account Key	Item Description	Dist A	mount	
12470 (17048338)	Invoice	11/26/2022	125/100424/ACCT#3-0473-0	0013616/ANN	0.00	138.54	
12:-411-54	100 mg	Utilities		125/100424/ACCT#3-04	473	138.54	
11846	REPUBLIC SERVICES	#473 * 12/14/	2022 Regular		0.00	187.94	1139840
Payable #	Payable Type	Payable Date	Payable Description	Discount	Amount Pay	able Amount	
Account Nu	mber	Account Name	Project Account Key	Item Description	Dist A	mount	
9473 000483099	Invoice	11/26/2022	125/100423/ACCT#3-0473-0	0004704/COM	0.00	187.94	
123-411-54		Utilities		125/100423/ACCT#3-04	473	187.94	
				, ,			
11846	REPUBLIC SERVICES	#473 * 12/14/	2022 Regular		0.00	396.07	1139841
Payable #		Payable Date	Payable Description		Amount Pay		
Account Nui		Account Name	Project Account Key	Item Description	Dist A		
0473-10048323			125/100422/ACCT#3-0473-0	•	0.00		
1 (1 - 1 1 1 - 5 4 1		Utilities	123, 100422, 1001113 0473	125/100422/ACCT#3-04			
# co. Fitamadilli		Othlices		123/100422/ACC1#3-04	4/3	390.07	
11846	DEDITION CEDVICES	#473 * 12/14/	2022 Regular		0.00	120 54	1139842
Payable #							1139842
		Payable Date		2.5554	Amount Pay		
Account Nur		Account Name	Project Account Key		Dist A		
0475 0004 <u>333</u> 5.			125/100425/ACCT#3-0473-0	•		138.54	
120 411-541	1944	Utilities		125/100425/ACCT#3-04	473	138.54	
14381		12/14/	J		0.00	374.63	1139843
Payable #	Payable Type	Payable Date	Payable Description	Discount	Amount Pay	able Amount	
Account Nur	nber	Account Name	Project Account Key	•	Dist A	mount	
		11/17/2022	125/100484/ACCT#1432394	-3661149/JP4	0.00	374.63	
1, 1, 421, 53	Sal	Technology Enhancem	ent	125/100484/ACCT#143	23	374.63	
14381	RICOH USA, INC.	12/14/	2022 Regular		0.00	45.00	1139844
Payable #	Payable Type	Payable Date	Payable Description	Discount	Amount Pays	able Amount	
Account Nur	mber	Account Name	Project Account Key	Item Description	Dist A	mount	
1000 10040	Invoice	11/23/2022	125/100544/ACCT#1256904	2/JP#4/PO 28	0.00	45.00	
1. 5-421-58	1411	Technology Enhancem		125/100544/ACCT#125		45.00	
		O,		,			
01929	SCOTT, YANCY	12/14/	2022 Regular		0.00	159.80	1139845
Payable #	Payable Type	Payable Date	Payable Description	Discount	Amount Paya		1133043
Account Nur		Account Name	Project Account Key	Item Description	Dist A		
1205	Invoice	12/05/2022	110/100518/REIM ZOOMCO	•	0.00		
111524-51		Service Contracts/Repa				159.80	
\$		service contracts/ kepa	1113	110/100518/REIM ZOO	IVIC .	159.80	
T.201	SHELBURNE, ELLEN	13/14/	2022		2.22	2010:	4430045
	,	12/14/	•		0.00		1139846
Payable #	Payable Type	Payable Date	Payable Description		Amount Paya		
Account Nur		Account Name	Project Account Key	Item Description	Dist Ar		
1201	Invoice	12/02/2022	125/100463/REIM 2022 TAC		0.00	304.94	
100 40 8-18		Training & Conference	EX	125/100463/REIM 2022	2 TA 3	304.94	
17720	CD 4 D/// · C· · =		***				
17739	SPARKLIGHT	12/14/	•		0.00		1139847
Payable #	Payable Type	Payable Date	Payable Description		Amount Paya	able Amount	
Account Nur		Account Name	Project Account Key	Item Description	Dist Ar	mount	
110107-085	Invoice	12/01/2022	125/100530/ACCT#1329756	57/DPS/11.2	0.00	207.93	
1.1.4.1.54.	NO UT TO MAY	Telephone/Equip & Sv	:	125/100530/ACCT#132	97 2	207.93	
12010	Invoice	12/01/2022	125/100529/ACCT#1320011	40/LIB/11-27	0.00	455.93	
; 11 E.I.S.		Telephone/Equip & Sve		125/100529/ACCT#1320		455.93 155.93	
			-	123/100323/ACC1#1320	-	733.73	

Vendor Number		Paymer 12/01/2022 Telephone/Equip & Svo	nt Date Paymer 125/100528/ACCT#1269787			Payment Amount 318.43 318.43	Number
Payable #	Payable Type iber Invoice	Payable Date Account Name	2022 Regular Payable Description Project Account Key 125/100493/INV#13221/CC	Disco Item Description	ount Amount Pay Dist A 0.00	mount 176.50	1139848
•	Payable Type bber Invoice	Payable Date Account Name	2022 Regular Payable Description Project Account Key 125/100471/CUST#12211/S	Disco Item Description	unt Amount Pay Dist A 0.00	mount 89.98	1139849
Account Num 1970445 1070445 1070440-580	Payable Type iber Invoice Invoice Invoice Invoice	Account Name 11/02/2022 Supplies and Stationary 10/21/2022 Supplies	Payable Description Project Account Key 125/100090/ACCT#6035 32	Disco Item Description 25 3190 5598 125/100090/ACCT# 25 3190 5598 125/100090/ACCT#	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	99.00 201.60	1139850
Payable #	Payable Type lber Invoice	Payable Date Account Name	2022 Regular Payable Description Project Account Key 241/100480/VIDEO INSTALL	Disco Item Description	unt Amount Pay Dist A 0.00	mount 595.00	1139851
Account Num	ber	Account Name 10/31/2022	Popular Regular Payable Description Project Account Key 318/100444/INV#31323/JU	Item Description	unt Amount Pay Dist A 0.00	mount 842.25	1139852
	Payable Type lber Invoice	ALTERNATIVE 12/14/2 Payable Date Account Name 11/22/2022 Dues and Subscription		Item Description	unt Amount Pay Dist A	able Amount	1139853
17680 Payable # Account Num 15 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Payable Type iber Invoice Invoice Invoice Invoice Invoice	Payable Date Account Name 12/01/2022 Telephone/Equip & Svc 12/01/2022 Telephone/Equip & Svc 12/01/2022 ARP Miscellaneous 12/01/2022 Telephone/Equip & Svc	Payable Description Project Account Key 125/100437/JUSTICE CENTE 125/100438/FAX LINE/COM #800 PUBLIC COMMENT SO 125/100436/FAX LINE/JUSTI	Disco Item Description R/DEC 125/100437/JUSTIC M CENTER/DE 125/100438/FAX LIN CIAL DISTANC #800 PUBLIC COMM	0.00 E CENT 0.00 NE/CO 0.00 MENT S 0.00		1139854
19150	US CORRECTIONS, LL	C 12/14/2	2022 Regular		0.00	4,690.00	1139855

Vendor Number Payable # Account Nu	Vendor Name Payable Type mber Invoice	Payme Payable Date Account Name 08/07/2022	nt Date Payme Payable Description Project Account Key 125/100476/CUST#251/SO	Discount A Item Description	unt Amount mount Payab Dist Amo		Number
125-516		Out Of State Travel	125, 100 1, 0, 000 1, 251, 50	125/100476/CUST#251/S		2.50	
19.20.24 11.25.5.18	Invoice	10/08/2022 Out Of State Travel	125/100475/CUST#251/SC	0/PO 33270 125/100475/CUST#251/S	0.00 2,43	2,437.50 7.50	
12590	VERIZON	12/14/	2022 Regula	r	0.00	4,172.52	1139856
Payable #	Payable Type	Payable Date	Payable Description	Discount A	mount Payab	le Amount	
Account Nu		Account Name	Project Account Key	•	Dist Am		
99 12 9909 1 177 129-42 14 3		11/23/2022 Air Card/Wireless	125/100477/ACCT#542011	.369-00001/CO 125/100477/ACCT#54201	0.00 L 3	37.99 7.99	
9.11.29 <u>0</u> 201 125.401.68	Invoice	11/23/2022 Air Card/Wireless	125/100477/ACCT#542011	.369-00001/CO 125/100477/ACCT#54201	0.00 1 15	151.96 1.96	
50000 <mark>3900</mark> 1000 1 <u>254</u> 31443		11/23/2022 County Cell Phone	125/100477/ACCT#542011	.369-00001/CO 125/100477/ACCT#54201	0.00 3,73	3,738.72 8.72	
99 - 2 <mark>04909</mark> 1, 4 V 2 13 4829 15		11/23/2022 Air Card/Wireless/Soft	125/100477/ACCT#542011 wa	.369-00001/FM 125/100477/ACCT#54201	0.00 L 7	75.98 5.98	
90 - 1 <mark>99</mark> 021 1 1 15-44 1 04	Invoice !316	11/23/2022 Air Card/Wireless	125/100477/ACCT#542011	.369-00001/IT/ 125/100477/ACCT#54201	0.00	129.88 9.88	
79 - 7 <mark>19969 -</mark> 11 - 6 12 5 -463 - 14	Invoice	11/23/2022 Air Card/Wireless	125/100477/ACCT#542011	369-0001/VET 125/100477/ACCT#54201	0.00 L 3	37.99 7.99	
12588	VERIZON	12/14/	2022 Regula	r	0.00	37.99	1139857
Payable #	Payable Type	Payable Date	Payable Description	Discount A	mount Payab	le Amount	
Account Nu	mber	Account Name	Project Account Key	•	Dist Am		
\$9.01.62 5.5 6.7	Invoice	11/23/2022	125/100421/ACCT#642011		0.00	37.99	
	AM	Technology Enhancem	ent	125/100421/ACCT#64201	. 3	7.99	
17322	VERIZON CONNECT	NWF, INC 12/14/	2022 Regula	r	0.00	453.32	1139858
Payable #	Payable Type	Payable Date	Payable Description	Discount A	mount Payab	le Amount	
Account Nu		Account Name	Project Account Key	•	Dist Am	ount	
0,5,5,0 <mark>00002</mark> 5 0.		11/01/2022	110/100208/CUST#WALL0		0.00	453.32	
01 0.5 70.1 s	1 H 35	Fleet Operations		110/100208/CUST#WALL	0 45	3.32	
17061	VICTORIA COUNTY J	IUVENILE SERVIC 12/14/	2022 Regula	r	0.00	750.00	1139859
Payable #	Payable Type	Payable Date	Payable Description		mount Payab		1133033
Account Nu	mber	Account Name	Project Account Key	Item Description	Dist Am	ount	
	Invoice	10/05/2022	125/100446/DETENTION /	OCT/JUV PROB	0.00	750.00	
125-507.50		Short Term Detention		125/100446/DETENTION	/ 75	0.00	
17789	VICTORY SUPPLY, LL	.C 12/14/	2022 Regula	r	0.00	2 725 00	1139860
Payable #	Payable Type	Payable Date	Payable Description		mount Payab		1139600
Account Nu	mber	Account Name	Project Account Key	Item Description	Dist Am		
3117.454	Invoice	11/18/2022	125/100474/CUST#WALLE	R COUNTY JAIL(0.00	3,735.00	
AAAAA T	13 <u>20</u> 	Bedding and Blankets		125/100474/CUST#WALLI	E 3,73	5.00	
11588	WALLER COUNTY CH	HILD WELFARE C 12/14/	2022 Regula	r	0.00	170.00	1139861
Payable #	Payable Type	Payable Date	Payable Description	Discount A	mount Payab	le Amount	
Account Nu		Account Name	Project Account Key	Item Description	Dist Amo		
111522 1251570	Invoice	11/28/2022 Petit Jurors	125/100489/JUROR DONAT		0.00	120.00	
	13 <u>00</u> 			125/100489/JUROR DONA		0.00	
14. 5 <u>21</u> <u>1754</u> 14. P.a	Invoice	12/05/2022 Petit Jurors	125/100556/JUROR DONAT	TIONS/JP#4/12. 125/100556/JUROR DONA	0.00 A 5	50.00 0.00	
T.10401	WALLER COUNTY PA	AINT & BODY SH 12/14/	2022 Regular	r	0.00	3,485.03	1139862

Vendor Number	Vendor Name					Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description			yable Amount	
Account Nur		Account Name	Project Account Key			Amount	
1 9222 1 2 550 / 336	Invoice	11/05/2022 Parts and Repairs	125/100512/TOWING UNIT	#129/LAW EN 125/100512/TOWING U	0.00 NI	85.00 85.00	
994 5.Z <u>110</u> .5 90-5 <u>58</u>	Invoice §455	12/06/2022 Fleet Operations	125/100381/INSPECTION U	NIT #98/R&B/ 125/100381/INSPECTIOI	0.00 N	7.00 7.00	
4 124 1250 A 846	Invoice	11/09/2022 Parts and Repairs	125/100516/INSPECTION U	NIT#299/LAW 125/100516/INSPECTIOI	0.00 N	7.00 7.00	
44.75 <u>1</u> 1 <u>25</u> 31 -3126	Invoice	11/15/2022 Parts and Repairs	125/100517/INSPECTION U	NIT#300/LAW 125/100517/INSPECTION	0.00 N	7.00 7.00	
4 97.6 2 1229-2 17 935	Invoice	11/16/2022 Parts and Repairs	125/100515/INSPECTION U	NIT#310/LAW 125/100515/INSPECTION	0.00 N	7.00 7.00	
- 13.23 12.5, 3 1 1 13.22	Invoice 3400	11/22/2022 Parts and Repairs	125/100514/INSPECTION U	NIT#293/LAW 125/100514/INSPECTION	0.00 N	7.00 7.00	
545.22 <u>125.</u> 5 5 5 55	Invoice	12/01/2022 Parts and Repairs	125/100513/RO#596-22/LA	W ENF/PO 33 125/100513/RO#596-22	0.00 /L 3	3,365.03 ,365.03	
T.14950	WILEY, ROBYN	12/14,	9		0.00	202.06	1139863
Payable #	Payable Type	Payable Date	Payable Description	Discount A	Amount Pay	yable Amount	
Account Nun	nber	Account Name	Project Account Key		Dist A	lmount	
13/2/22	Invoice	12/05/2022	125/100548/REIM MEMBEI	R RENEWAL/5	0.00	165.00	
125.401.353		Training & Conference	Ex	125/100548/REIM MEM	BE	165.00	
1.05,22-1	Invoice	12/05/2022	125/100549/MILEAGE REIN	MRURSEMENT/	0.00	37.06	
125 4 - 7.13		Mileage	,,	125/100549/MILEAGE R		37.06	
				125, 2005 15, 111221102 11	_,	37.00	
17821	WOODHEAD LEGA	CY LLC 12/14/	'2022 Regular	:	0.00	3 575 00	1139864
Payable #	Payable Type	Payable Date	Payable Description			/able Amount	1133004
Account Nun	• • • • • • • • • • • • • • • • • • • •	Account Name	Project Account Key			mount	
081EMB08.1022		12/01/2022	125/100451/DECEMBER LE	•	0.00	3,575.00	
128 1		Building Rental	123, 100431, 02021, 1021	125/100451/DECEMBER		,575.00	
15772	XEROX FINANCIAL	SERVICES 12/14/	2022 Regular		0.00	358.00	1139865
Payable #	Payable Type	Payable Date	Payable Description			able Amount	
Account Nun	nber	Account Name	Project Account Key	Item Description	-	mount	
20.47228	Invoice	11/11/2022	125/100385/CONTRACT#01	•	0.00	358.00	
110-90781		Copier/Printer		125/100385/CONTRACT		358.00	
02309	XPERNET SERVICES		•		0.00	.,	1139866
Payable #	Payable Type	Payable Date	Payable Description		Amount Pay	able Amount	
Account Nun		Account Name	Project Account Key	•		mount	
1.5 <u>4\$</u> 5	Invoice	12/01/2022	125/100481/IT SERVICES/D	ECEMBER	0.00	7,450.00	
125-64-540	14(1)	Prof Consultant Servic	es	125/100481/IT SERVICES	5/ 7,	,450.00	
- 1.13424	Invoice	12/01/2022	125/100482/MaaS360 MAN	NAGEMENT DE	0.00	408.00	
229 H - 2142	1503	County Cell Phone		125/100482/MaaS360 M	1A	408.00	
	Invoice	12/01/2022	125/100483/BACKUP SERVI	CES/IT	0.00	3,102.00	

Check Register

Packet: APPKT05290-COMM CRT 12/14/2022

Vendor NumberVendor NamePayment DatePayment TypeDiscount AmountPayment AmountNumber125/100483/BACKUP SERV3,102.00

Bank Code APBNK Summary

	Payable	Payment		
Payment Type	Count	Count	Discount	Payment
Regular Checks	156	75	0.00	165,311.19
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	156	75	0.00	165.311.19

12/9/2022 8:37:04 AM Page 12 of 13

Fund Summary

Fund	Name	Period	Amount
998	POOLED CASH	12/2022	165,311.19 165,311.19



Waller County, TX

Check Register

Packet: APPKT05294 - Additional Check 12/14/2022

By Check Number

Vendor Number Bank Code: APBNK-A	Vendor Name PBNK	Payr	nent Date	Payment Type	Discount Amo	ount Payment Amoun	t Number
02212	TYLER TECHNOLO	GIES, INC * 12/1	4/2022	Regular		0.00 178,627.2	0 1139867
Payable #	Payable Type	Payable Date	Payable Description	on	Discount Amount	Payable Amount	
Account Nun	nber	Account Name	Project Accou	nt Key Item Descrip	otion (Dist Amount	
020-133343	Invoice	02/01/2022	125/93849/CUST#	41430/PUBLIC SAFETY	0.00	44,656.80	
125-411-545	004	Odyssey		125/93849/0	CUST#41430/P	44,656.80	
020-135145	Invoice	06/01/2022	125/96020/CUST#	41430/PUBLIC SAFETY	0.00	44,656.80	
125-411-545	004	Odyssey		125/96020/0	CUST#41430/P	44,656.80	
020-136609	Invoice	08/01/2022	125/97562/CUST#	41430/PUBLIC SAFETY	0.00	44,656.80	
<u>125-411-545</u>	004	Odyssey		125/97562/0	CUST#41430/P	44,656.80	
020-138588	Invoice	11/01/2022	125/99891/CUST#	41430/PUBLIC SAFETY	0.00	44,656.80	
<u>125-411-545</u>	004	Odyssey		125/99891/0	CUST#41430/P	44,656.80	

Bank Code APBNK Summary

	Payable	Payment		
Payment Type	Count	Count	Discount	Payment
Regular Checks	4	1	0.00	178,627.20
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's		0	0.00	0.00
	4	1	0.00	178,627.20

12/13/2022 9:39:18 AM Page 1 of 2

Check Register

Packet: APPKT05294-Additional Check 12/14/2022

Fund Summary

 Fund
 Name
 Period
 Amount

 998
 POOLED CASH
 12/2022
 178,627.20

 178,627.20
 178,627.20

Monthly Report of Joan Sargent, Waller County Treasurer NOVEMBER 2022

THE STATE OF TEXAS COUNTY OF WALLER



AFFIDAVIT

Pursuant to LGC 114.026, I, Joan Sargent, Waller County Treasurer do hereby submit The Treasurer's Monthly Report. This report includes, but is not limited to, money received and disbursed, debts due to and owed by the County, and other financial proceedings in the Treasurer's Office. The Treasurer's Books agree with the Auditor's General Ledger and the Bank Statements have been reconciled.

All investments are in compliance with both the Public Funds Investment Act and the Waller County Investment Policy. The investment strategy is passive, which maintains a liquid cash flow and safety of the investment as priorties. As your Treasurer, I keep a watchful eye to ensure that the "return of our principal" takes precedent over the "return on our principal". (GC 2256.023)

Therefore, Joan Sargent, County Treasurer of Waller County, Texas, who being fully sworn, upon oath says that the whithin and foregoing report is true and correct to the best of her knowledge.

Filing with accompanying vouchers this

14th day of December 2022

Page 1 General Operating Account Funds report of money received and disbursed

Page 2 Special Funds report of money received and disbursed

Page 3 Investment Portfolio by fund

Page 4 Long Term Debt

Attachment A Unpaid claims

oan Sargent, CIO, CCT Waller County Treasurer

Commissioners' Court having reviewed the Treasurer's Report as presented, having taken reasonable steps to ensure its accuracy and based upon presentations of the Treasurer's Office approve the report, subject to the county auditor's review and request that it be filed with the official minutes of this meeting. {LGC 114.026(c)}

In addition, the below signatures affirm that the Treasurer's Report complies with statues as referenced. {LGC 114.026(d)}

The affidavit must state the amount of the cash and other assets that are in the custody of the County Treasurer at the time of the examination. {LGC 114.026(d)} \$620,426.62 Month Ending Balance

Commissioners Court Approval:

Carbett Trey'\J. Duhon'III
Waller County Judge

Joth A. Amsler

Commissioner, Precinct 1

Absent

Kendric D. Jones

Commissioner, Precinct 3

Justin Beckendorff

Walter E. Smith

Commissioner, Precinct 4

Commissioner, Precinct 2

ATTEST:

webbler⊓dilan, County

DEC 1 4 2022

Date

Monthly Report of Joan Sargent, Waller County Treasurer NOVEMBER 2022

General Operating Account

Fund	Beginning Balance	Total Received	Total Disbursed	Adjust- ments	Account Balances	TexPool investments	TX Class Investments	Total Fund Balance
101 Voter Reg/Chapter 19	\$5,891.13	\$0.93	\$0.00	\$0.00	\$5,892.06	\$0.00	\$0.00	\$5,892.06
108 Elections	\$124,187.51	\$519.68	\$0.00	\$0.00	\$124,707.19	\$44,348.18	\$0.00	\$169,055.37
110 Road & Bridge	-\$3,918,355.34	\$420,968.00	\$1,464,834.61	\$151,541.66	-\$4,810,680.29	\$0.00	\$3,697,812.62	-\$1,112,867.67
111 Law Library	\$51,568.14	\$3,382.67	\$0.00	\$0.00	\$54,950.81	\$122,720.79	\$0.00	\$177,671.60
112 Title IV Juv. Justice	\$14,526.22	\$2.29	\$0.00	\$0.00	\$14,528.51	\$75,555.67	\$0.00	\$90,084.18
113 DC Recs. Pres.	-\$25,128.09	\$120.41	\$0.00	\$0.00	-\$25,007.68	\$55,253.41	\$0.00	\$30,245.73
114 County RMPF	\$47,843.85	\$3,338.63	\$12,665.12	\$0.00	\$38,517.36	\$28,411.97	\$0.00	\$66,929.33
115 CC Recs. Pres.	\$287,034.28	\$11,596.84	\$1,792.80	\$0.00	\$296,838.32	\$217,479.76	\$0.00	\$514,318.08
116 CC Preservation	\$6,775.67	\$168.10	\$0.00	\$0.00	\$6,943.77	\$21,902.87	\$0.00	\$28,846.64
117 Crthse. Security	\$30,349.99	\$4,136.80	\$1,080.00	\$0.00	\$33,406.79	\$135,666.03	\$0.00	\$169,072.82
118 Graffiti	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$637.90	\$0.00	\$637.90
119 JP Technology	\$1,966.92	\$843.05	\$3,600.00	\$0.00	-\$790.03	\$125,732.06	\$0.00	\$124,942.03
120 DC/Child Abuse Prev	\$732.97	\$0.12	\$0.00	\$0.00	\$733.09	\$682.71	\$0.00	\$1,415.80
121 Family Protection	\$8,296.50	\$1.31	\$0.00	\$0.00	\$8,297.81	\$29,235.43	\$0.00	\$37,533.24
122 Guardianship	\$16,641.44	\$72.64	\$0.00	\$0.00	\$16,714.08	\$31,767.31	\$0.00	\$48,481.39
123 Justice Crt. Sec.	\$4,768.28	\$21.84	\$0.00	\$0.00	\$4,790.12	\$31,765.34	\$0.00	\$36,555.46
124 CC-Technology	\$1,940.30	\$12.31	\$0.00	\$0.00	\$1,952.61	\$5,134.27	\$0.00	\$7,086.88
125 General	\$8,672,934.86	\$1,523,933.33	\$2,375,372.66	\$39,571.50	\$7,861,067.03	\$0.00	\$35,153,326.85	\$43,014,393.88
126 DC-Technology	\$1,156.93	\$1.11	\$0.00	\$0.00	\$1,158.04	\$2,605.52	\$0.00	\$3,763.56
127 CC-RPD	\$8,983.38	\$1.42	\$0.00	\$0.00	\$8,984.80	\$25,638.37	\$0.00	\$34,623.17
128 DC-RPD	\$25,460.60	\$146.04	\$0.00	\$0.00	\$25,606.64	\$35,868.79	\$0.00	\$61,475.43
129 DA Pretrial Div. Fee	\$65,046.55	\$7,093.23	\$971.56	\$0.00	\$71,168.2 2	\$0.00	\$0.00	\$71,168.22
131 Juv. Case Manager	\$2,468.64	\$65.99	\$0.00	\$0.00	\$2,534.63	\$0.00	\$0.00	\$2,534.63
135 Court Facility	\$13,972.38	\$1,930.51	\$0.00	\$0.00	\$15,902.89	\$0.00	\$0.00	\$15,902.89
137 Justice Crt. Support	\$18,509.66	\$1,553.17	\$0.00	\$0.00	\$20,062.83	\$0.00	\$0.00	\$20,062.83
181 Available School	\$0.01	\$0.00	\$0.00	\$0.00	\$0.01	\$0.00	\$753,511.02	\$753,511.03
186 Ogg Trust	\$19,775.28	\$3.12	\$0.00	\$0.00	\$19,778.40		\$0.00	\$19,778.40
191 Narcotic Program	\$10.69	\$0.00	\$0.00	\$0.00	\$10.69	\$0.00	\$0.00	\$10.69
192 Federal Forfeiture	\$44,678.10	\$51,216.28	\$0.00	\$0.00	\$95,894.38	\$31,875.54	\$0.00	\$127,769.92
212 SCAAP-Federal Rev.	\$12,669.77	\$34,912.00	\$7,680.64	\$0.00	\$39,901.13	\$0.00	\$0.00	\$39,901.13
228 CJD-VOCA #4254701	-\$11,293.55	\$0.00	\$5,029.73	\$0.00	-\$16,323.28	•	\$0.00	-\$16,323.28
234 STEP CMV-00029	\$0.00	\$0.00	\$1,087.64	\$0.00	-\$1,087.64	\$0.00	\$0.00	-\$1,087.64
235 STEP CMP-00094	\$0.00	\$0.00	\$1,549.13	\$0.00	-\$1,549.13	\$0.00	\$0.00	-\$1,549.13
241 ARP Grant	\$8,832,683.66	\$0.00	\$1,543.15	-\$39,571.50	\$8,655,698.30		\$0.00	\$8,655,698.30
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
242 HSGP OEM Grt #4318101			\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
307 SAVNS Grant#1446517	-\$4,648.06	\$4,648.06			-\$13,425.75	\$0.00	\$0.00	-\$13,425.75
311 Formula Grant	-\$13,425.75 \$14,225.28	\$0.00 \$39,676.00	\$0.00 \$16,695.86	\$0.00 \$0.00	-\$13,425.75 \$37,205.42	\$0.00	\$0.00	\$37,205.42
318 TJJD-A	\$14,225.28	, ,	\$10,095.80	\$0.00	-\$20,000.00	\$0.00	\$0.00	-\$20,000.00
320 MVCPA Grant	\$0.00	\$0.00		\$0.00	-\$20,000.00 \$11,919.03	\$0.00	\$0.00	\$11,919.03
412 Ctr for Tech & Life Grant	\$18,133.33	\$0.00 \$170.367.13	\$6,214.30				\$687,933.29	\$998,799.05
515 Debt Service	\$131,498.64	\$179,367.12	\$0.00 \$0.00	\$0.00	\$310,865.76 \$146.408.71	\$0.00 \$0.00	\$1,128,852.74	\$990,799.03 \$982,444.03
602 Tax Notes, Series 2020	\$5,132.95	\$0.00		-\$151,541.66 \$0.00	-\$146,408.71 \$1,070,784.10			
603 Tax Notes, Series 2022	-\$706,198.82	\$0.00	\$364,585.37	\$0.00	-\$1,070,784.19 \$2,412.860.47		\$1,128,852.74	\$58,068.55 \$9,298,418.82
604 Tax Notes, 2022 CO's	\$0.00	\$3,412,860.47	\$0.00	\$0.00	\$3,412,860.47 \$441.317.05	\$0.00 \$0.00	\$5,885,558.35	\$9,298,418.82 \$441,317.95
999 Payroll	\$416,539.97	\$2,014,604.82	\$1,989,826.84	\$0.00	\$441,317.95		\$0.00	
Totals	\$14,227,354.27	\$7,717,198.29	\$6,410,400.12	\$0.00	\$15,534,152.44	\$1,022,281.92	\$48,435,847.61	\$64,992,281.97
				nding Checks	\$1,206,939.07			
Treasurer's Bank Balance				\$16,741,091.51				
				nent Balance	\$16,741,091.51	į		
			Reconciled B	ank Balance	\$16,741,091.51	L		- 4

Monthly Report of Joan Sargent, Waller County Treasurer NOVEMBER 2022

Miscellaneous Accounts

							Scellaneous Accounts
\$66,597.45	\$0.00	\$66,597.45	\$0.00 \$ 0.00	\$0.00 \$0.00 Bank Statement Balance	\$0.00	\$0.00	B Dismuke Estate
\$3,079.41	\$0.00	\$3,079.41	\$0.00 \$ 0.00	\$0.00 \$0.00 Bank Statement Balance	\$0.00	\$0.00	Hospital Trust
\$13.34	\$0.00	\$0.00	\$13.34 \$0.00	\$233,505.21 \$0.00 Add Outstanding Checks	\$233,507.91	\$10.64	GLO Buyout/Acq Grant
			\$13.34	Bank Statement Balance			
\$231.60	\$0.00	\$0.00	\$231.60 \$0.00	\$0.00 \$0.00 Add Outstanding Checks	\$0.05	\$231.55	GLO infrastructure Grant
			\$231.60	Bank Statement Balance			
\$16,444.24	\$0.00	\$0.00	\$16,444.24 \$16,444.24	\$17,409.60 \$0.00 Bank Statement Balance	\$25,670.50	\$8,183.34	JP1 Report Acct
\$7,739.06	\$0.00	\$0.00	\$7,739.06 \$7,739.06	\$7,248.90 \$0.00 Bank Statement Balance	\$11,344.84	\$3,643.12	2 JP2 Report Acct
\$9,150.12	\$0.00	\$0.00	\$9,150.12 \$9,150.12	\$9,801.00 \$0.00 Bank Statement Balance	\$12,614.91	\$6,336.21	3 JP3 Report Acct
\$8,083.90	\$0.00	\$0.00	\$8,083.90 \$8,083.90	\$14,208.55 \$0.00 Bank Statement Balance	\$21,623.86	\$668.59	JP4 Report Acct
\$1,531.20	\$0.00	\$0.00	\$1,531.20 \$1,531.20	\$13,773.80 \$0.00 Bank Statement Balance	\$7,553.15	\$7,751.85	DC E-Filing
\$10,642.09	\$0.00	\$0.00	\$10,642.09 \$10,642.09	\$33,181.00 \$0.00 Bank Statement Balance	\$36,227.05	\$7,596.04	CC Recording Fee
\$3,555.42	\$0.00	\$0.00	\$3,555.42 \$3,555.42	\$7,361.50 \$0.00 Bank Statement Balance	\$9,154.37	\$1,762.55	CC Credit Card
\$7,565.89	\$0.00	\$0.00	\$7,565.89 \$7,565.89	\$1,248.00 \$0.00 Bank Statement Balance	\$6,307.95	\$2,505.94) CC E-Filing
\$105.23	\$0.00	\$0.00	\$105.23 \$105.23	\$25,625.76 \$0.00 Bank Statement Balance	\$17,916.75	\$7,814.24	DC Credit Card
\$1,211.84	\$0.00	\$0.00	\$1,211.84 \$1,211.84	\$28,919.40 \$0.00 Bank Statement Balance	\$25,021.88	\$5,109.36	2 R&B Credit Card
\$38,554.30	\$0.00	\$0.00	\$38,554.30 \$38,554.30	\$3,126.50 \$0.00 Bank Statement Balance	\$41,675.69	\$5.11	FM Credit Card
\$4,602.98	\$0.00	\$0.00	\$4,602.98 \$4,602.98	\$6,165.00 \$0.00 Bank Statement Balance	\$8,645.44	\$2,122.54	5 Environmental Cr Card
\$564.84	\$0.00	\$0.00	\$564.84 \$564.84	\$482.00 \$0.00 Bank Statement Balance	\$482.11	\$564.73	3 JP1 Efile
\$99.23	\$0.00	\$0.00	\$99.23 \$ 99.23	\$660.00 \$0.00 Bank Statement Balance	\$561.04	\$198.19	7 JP2 Efile
\$365.74	\$0.00	\$0.00	\$365.74 \$365.74	\$200.00 \$0.00 Bank Statement Balance	\$203.08	\$362.66	3 JP3 Efile
\$165.35	\$0.00	\$0.00	\$165.35 \$165.35	\$306.00 \$0.00 Bank Statement Balance	\$339.02	\$132.33) JP4 Efile
\$32.69	\$0.00	\$0.00	\$32.69 \$32.69	\$1,761.95 \$0.00 Bank Statement Balance	\$1,772.46	\$22.18) Treasurer Credit Card

WALLER COUNTY INVESTMENT PORTFOLIO FOR MONTH ENDING **NOVEMBER 2022**

ACTIVITY

FINANCIAL INSTRUMENT	PURCHASE	MTD	BEGINNING		MTD	ENDING
AND INVESTED FUND	PRICE	YIELD	BALANCE	TRANSFERS	INTEREST	BALANCE
TEXAS CLASS INVESTMENT	rs					
125-General	\$35,042,143.23	3.8546%	\$35,042,143.23	\$0.00	\$111,183.62	\$35,153,326.85
110-R&B	\$3,686,117.11	3.8546%	\$3,686,117.11	\$0.00	\$11,695.51	\$3,697,812.62
515-Debt Service	\$685,757.48	3.8546%	\$685,757.48	\$0.00	\$2,175.81	\$687,933.29
181-Permanent School	\$751,127.78	3.8546%	\$751,127.78	\$0.00	\$2,383.24	\$753,511.02
602-Tax Notes, Series 2020	\$1,131,970.82	3.8546%	\$1,125,282.42	\$0.00	\$3,570.32	\$1,128,852.74
603-Tax Notes, Series 2022	\$6,417,088.54	3.8546%	\$5,866,943.38	\$0.00	\$18,614.97	\$5,885,558.35
TEXPOOL INVESTMENTS						
108-Elections	\$44,216.97	3.6110%	\$44,216.97	\$0.00	\$131.21	\$44,348.18
111-Law Library	\$122,357.63	3.6110%	\$122,357.63	\$0.00	\$363.16	\$122,720.79
112-Title IV Juvenile Justice	\$75,332.09	3.6110%	\$75,332.09	\$0.00	\$223.58	\$75,555.67
113-RPF District Clerk	\$55,089.92	3.6110%	\$55,089.92	\$0.00	\$163.49	\$55,253.41
114-County RMPF	\$28,327.90	3.6110%	\$28,327.90	\$0.00	\$84.07	\$28,411.97
115-RPF County Clerk	\$216,836.18	3.6110%	\$216,836.18	\$0.00	\$643.58	\$217,479.76
116-CC Preservation	\$21,838.02	3.6110%	\$21,838.02	\$0.00	\$64.85	\$21,902.87
117-Courthouse Security	\$135,264.55	3.6110%	\$135,264.55	\$0.00	\$401.48	\$135,666.03
118-Graffiti	\$636.11	3.6110%	\$636.11	\$0.00	\$1.79	\$637.90
119-JP Technology	\$125,360.01	3.6110%	\$125,360.01	\$0.00	\$372.05	\$125,732.06
120-DC Child Abuse Prev.	\$680.64	3.6110%	\$680.64	\$0.00	\$2.07	\$682.71
121-Family Protect Fee	\$29,148.90	3.6110%	\$29,148.90	\$0.00	\$86.53	\$29,235.43
122-Guardianship	\$31,673.30	3.6110%	\$31,673.30	\$0.00	\$94.01	\$31,767.31
123-Justice Court Security	\$31,671.33	3.6110%	\$31,671.33	\$0.00	\$94.01	\$31,765.34
124-CC Technology	\$5,119.06	3.6110%	\$5,119.06	\$0.00	\$15.21	\$5,134.27
126-DC Technology	\$2,597.80	3.6110%	\$2,597.80	\$0.00	\$7.72	\$2,605.52
127-CC RP Digitizing	\$25,562.49	3.6110%	\$25,562.49	\$0.00	\$75.88	\$25,638.37
128-DC RP Digitizing	\$35,762.62	3.6110%	\$35,762.62	\$0.00	\$106.17	\$35,868.79
192-Federal Forfeiture	\$31,781.20	3.6110%	\$31,781.20	\$0.00	\$94.34	\$31,875.54
188-Dismuke	\$66,400.35	3.6110%	\$66,400.35	\$0.00	\$197.10	\$66,597.45
189-Hospital	\$3,070.30	3.6110%	\$3,070.30	\$0.00	\$9.11	\$3,079.41
TOTALS	\$48,802,932.33		\$48,246,098.77	\$0.00	\$152,854.88	\$48,398,953.65

STATISTICS

- 1. THIS PORTFOLIO IS IN COMPLIANCE WITH THE WALLER COUNTY INVESTMENT POLICY AND APPLICABLE LAW.
- 2. CURRENT INVESTMENTS ARE AVAILABLE SAME OR NEXT DAY TO MAXIMIZE OPERATING FUNDS.

3. AS A COMPARATIVE BENCHMARK THE AVERAGE 90 DAY T-BILL RATE THIS MONTH:

4.15%

4. THE TOTAL AMOUNT OF INVESTED DOLLARS FOR MONTH END:

\$48,398,953.65

5. PROSPERITY BANK PLEDGED COLLATERAL MARKET VALUE:

\$79,577,082.44

THIS AMOUNT WAS ADEQUATE TO SECURE ALL DEPOSITS AT PROSPERITY BANK. by Standard & Poor's.

6. TexPool Rated: AAAm

by Standard & Poor's. 7. Texas CLASS Rated: AAAm

8. THIS REPORT IS PROVIDED ON A MONTHLY BASIS EXCEEDING THE PUBLIC FUNDS INVESTMENT ACT AND WALLER COUNTY INVESTMENT POLICY REQUIREMENTS TO KEEP THE COMMISSIONERS' COURT FULLY INFORMED.

WALLER COUNTY, TEXAS Summary of Debt As of December 31, 2021

Prepared by Alan Younts, Waller County Auditor

Total Capital Leases

Total Bonds

Principal	Interest	Year	
\$79,176.73	\$3,320.68	2022	\$
\$0.00	\$0.00	2023	\$
\$0.00	\$0.00	2024	\$
\$0.00	\$0.00	2025	9
\$0.00	\$0.00	2026	9
\$0.00	\$0.00	2027-2031	\$1
\$0.00	\$0.00	2032-2036	\$1
\$0.00	\$0.00	2037-2038	9
\$79,176.73	\$3,320.68		\$4
	\$79,176.73 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$79,176.73 \$3,320.68 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$79,176.73 \$3,320.68 2022 \$0.00 \$0.00 2023 \$0.00 \$0.00 2024 \$0.00 \$0.00 2025 \$0.00 \$0.00 2026 \$0.00 \$0.00 2027-2031 \$0.00 \$0.00 2032-2036 \$0.00 \$0.00 2037-2038

Year	Principal	Interest
2022	\$2,755,000.00	\$1,334,723.36
2023	\$2,742,000.00	\$1,245,875.56
2024	\$2,825,000.00	\$1,156,313.26
2025	\$2,350,000.00	\$1,069,897.26
2026	\$2,435,000.00	\$986,532.26
2027-2031	\$10,550,000.00	\$3,657,835.30
2032-2036	\$11,610,000.00	\$1,860,528.17
2037-2038	\$5,210,000.00	\$180,475.00
_	\$40,477,000.00	\$11,492,180.17

Treasurer's Record of Unpaid Claims	As of	As of 11/30/22			
	Date			Amount	
Vendors	Registered	Reg#		Registered	
TEXAS STATE UNIVERSITY	02/10/21	85906	\$	50.00	
LANSDOWNE-MOODY	04/08/21	87179	\$	81.71	
A T & T MOBILITY	06/08/21	88460	\$	2,073.54	
RED OAK RANCH	07/26/21	89450	\$	70.00	
WALLER COUNTY TAX OFFICE	10/19/21	91198	\$	15.00	
BUCKEYE	12/15/21	92533	\$	682.01	
NAPA	12/29/21	92750	\$	93.82	
JEFFERSON COUNTY CLERK	02/01/22	93428	\$	457.00	
TYLER TECHNOLOGIES	02/15/22	93849	\$	53,426.36	
LA ROCHE	03/07/22	94265	\$	235.00	
TYLER TECHNOLOGIES	05/16/22	96020	\$	53,426.36	
AT&T	06/22/22	96866	\$	1,616.94	
AT&T	07/20/22	97488	\$	1,695.40	
HOMETOWN HARDWARE	07/26/22	97569	\$	33.98	
TYLER TECHNOLOGIES	07/26/22	97562	\$	53,426.36	
HOMETOWN HARDWARE	07/27/22	97580	\$	6.99	
ASCO	08/11/22	97979	\$	(1,725.76)	
UTILITY TRAILER SALES	08/11/22	97981	\$	(4,108.80)	
HARDY, CHARLESTON	08/22/22	98133	\$	165.94	
MAGNOLIA FUNERAL HOME	08/29/22	98286	\$	1,295.00	
HP INC.	09/07/22	98515	\$	2,335.98	
GRANT WORKS	09/22/22	98902	\$	11,734.80	
GULF COAST	09/22/22	98898	\$	170,640.52	
QUIDDITY	09/22/22	98896	\$	38,958.70	
QUIDDITY	09/22/22	98897	\$	1,091.50	
HOMETOWN HARDWARE	09/26/22	98944	\$	29.99	
ODP BUSINESS SOLUTIONS	10/11/22	99321	\$	2,165.00	
ODP BUSINESS SOLUTIONS	10/11/22	99322	\$	76.37	
DELL TECHNOLOGIES	10/17/22	99502	\$	10,881.23	
NAPA	10/17/22	99423	\$	142.38	
TEXAS ASSOCIATION OF COUNTIES	10/17/22	99454	\$	175.00	
LA ROCHE	10/20/22	99588	\$	996.66	
LA ROCHE	10/20/22	99589	\$	(996.66)	
FORESTRY SUPPLIERS	10/24/22	99612	\$	739.55	
ALL COAST INSPECTIONS	10/27/22	99687	\$	2,362.00	
CLEVELAND ASPHALT PRODUCTS	10/31/22	99747	\$	18,407.07	
CROWN WRECKER	10/31/22	99703	\$	192.00	
MUSTANG CAT	10/31/22	99731	\$	633.89	
PINEDA, MOISES	11/01/22	99798	\$	144.37	
REPUBLIC SERVICES	11/01/22	99803	\$	137.69	
WE BRAND IT PROMOTIONS	11/01/22	99824	\$	216.00	
CLEVELAND ASPHALT PRODUCTS	11/03/22	99864	\$	13,897.38	
	11/03/22	99865	\$	13,906.24	
CLEVELAND ASPHALT PRODUCTS	11/03/22	99850	\$	142.99	
DELL TECHNOLOGIES	11/03/22	99837	\$	30.00	
HARRIS COUNTY RADIO SERVICES	11/03/22	99895	\$	148,543.00	
TEXAS ASSOCIATION OF COUNTIES	11/07/22	99891	\$	53,426.36	
TYLER TECHNOLOGIES	11/07/22	99950	\$	1,474.25	
AMERICAN PATRIOT INDUSTRIES		99985	\$	10.57	
HOMETOWN HARDWARE	11/08/22		-		
INNOVATIVE COMMUNICATION SYSTEMS	11/08/22	99972	\$	395.00	
MUSTANG CAT	11/08/22	100008	-	(633.89)	
QUILL	11/08/22	100009	Þ	3,380.75	

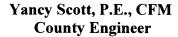
Treasurer's Record of Unpaid Claims	As of	11/30/2	2	
	Date			Amount
Vendors	Registered			Registered
SCHMIDT FUNERAL HOME	11/08/22	100013	\$	1,100.00
WALLER COUNTY TAX ACCESSOR	11/08/22	99967	\$	1,834.06
HOME DEPOT	11/10/22	100090	\$	416.67
HOMETOWN HARDWARE	11/10/22	100087	\$	27.99
INDOFF INCORPORATED	11/10/22	100099	\$	445.65
LOEWE'S	11/10/22	100033	\$	746.15
TEXAS ASSOCIATION OF COUNTIES	11/10/22	100035	_	200.00
TEXPO ENERGY	11/10/22	100055	\$	2,733.80
TX KALAHARI RESORTS & CONVENTIONS	11/10/22	100034	\$	447.00
APPRAISAL & COLLECTION TECHNOLOGIES	11/15/22	100162	\$	349.00
CIVIL TECH	11/15/22	100128		6,228.00
DELL TECHNOLOGIES	11/15/22	100165 100166	_	2,593.48
ENTERPRISE	11/15/22			326.77
HART INTERCIVIC	11/15/22	100170	\$	65.75
HART INTERCIVIC	11/15/22	100171 100158	_	14,161.63 27.98
HOMETOWN HARDWARE	11/15/22	100158	_	
INNOVATIVE COMMUNICATION SYSTEMS	11/15/22	100196	_	13,210.92 190.14
JOHNSTONE SUPPLY	11/15/22	100115	_	234.62
XEROX	11/15/22	100116	_	6,221.00
AMERICAN WATER SYSTEM	11/17/22	100230	\$	
ATRON SOLUTIONS	11/17/22	100231	_	12,386.90 296,500.00
DOGGETT ENGEDI REST CONTROL	11/17/22	100220	\$	225.00
ENGEDI PEST CONTROL	11/17/22	100220	\$	200.00
ENGEDI PEST CONTROL	11/17/22	100221	_	325.00
ENGEDI PEST CONTROL ENGEDI PEST CONTROL	11/17/22	100223	_	285.00
FEDEX	11/17/22	100198	_	6.76
HOMETOWN HARDWARE	11/17/22	100197	\$	75.48
HOMETOWN HARDWARE	11/17/22	100218	-	48.97
HOMETOWN HARDWARE	11/17/22	100219	\$	17.57
INDOFF INCORPORATED	11/17/22	100217	-	860.38
ODP BUSINESS SOLUTIONS	11/17/22		-	13.08
ODP BUSINESS SOLUTIONS	11/17/22		-	242.99
ODP BUSINESS SOLUTIONS	11/17/22		_	633.93
ODP BUSINESS SOLUTIONS	11/17/22			196.44
ODP BUSINESS SOLUTIONS	11/17/22		_	56.69
TEXAS ASSOC OF COUNTIES RISK MAG POOL	11/17/22		_	45,307.00
VERIZON CONNECT	11/17/22		_	453.32
XEROX	11/17/22		\$	728.79
HALFF	11/18/22		_	18,526.88
HARRIS COUNTY ACCOUNTS RECEIVABLE	11/21/22			3,652.00
HARRIS COUNTY ACCOUNTS RECEIVABLE	11/21/22			7,118.00
STEVENSON ENTERPRISES	11/21/22	100276	\$	411.96
AMERICAN PATRIOT INDUSTRIES	11/22/22	100317	\$	1,475.17
HOMETOWN HARDWARE	11/22/22	100312	_	84.91
HOMETOWN HARDWARE	11/22/22			99.99
HOMETOWN HARDWARE	11/22/22	100324	\$	7.77
HOUSTON COPIER CONNECTION	11/22/22		_	55.00
MUSTANG CAT	11/22/22	100315	\$	(86.59)
POST OAK RC&D c/o BVCOG	11/22/22		_	1,000.00
STAPLES	11/22/22	100316	\$	120.55
TEXAS STATE UNIVERSITY	11/22/22	100322	\$	185.00

Treasurer's Record of Unpaid Claims	As of	11/30/2	2	
	Date			Amount
Vendors	Registered	Reg#	F	Registered
TOSHIBA FINANCIAL SERVICES	11/22/22	100321	-	201.52
TYLER TECHNOLOGIES	11/22/22	100311	\$	1,477.47
ASCO	11/28/22	100352	\$	123.05
AT&T	11/28/22	100342	\$	2,191.98
BUCKEYE CLEANING CENTER	11/28/22	100335	\$	918.90
DIRECT TV	11/28/22	100364	\$	156.23
DUHON, TREY	11/28/22		_	572.34
ED'S FIREARMS	11/28/22	100341	\$	615.70
HARRISON, KIT PHD NEUROPSYCHOLOGY	11/28/22	100370	\$	7,940.00
HEFLIN WATER WORKS	11/28/22	100330	\$	356.00
HOMETOWN HARDWARE	11/28/22	100347	\$	37.99
HOMETOWN HARDWARE	11/28/22	100348	\$	97.89
HOMETOWN HARDWARE	11/28/22	100353	\$	199.90
JK GRAPHICS	11/28/22	100349	\$	275.00
JK GRAPHICS	11/28/22	100361	\$	255.00
JONES, CINDY	11/28/22	100356	\$	20.45
KYLE OFFICE PRODUCTS	11/28/22	100355	\$	272.55
MARTIN, WESLEY	11/28/22	100340	\$	28.09
MT. ZION CHRISTIAN METH ESP CHURCH	11/28/22	100331	\$	100.00
MUSTANG CAT	11/28/22	100366	\$	633.89
MUSTANG CAT	11/28/22	100367	\$	(633.89)
NAPA	11/28/22	100325	\$	53.59
NAPA	11/28/22	100326	\$	(1,260.60)
ODP BUSINESS SOLUTIONS	11/28/22	100343	\$	116.89
ODP BUSINESS SOLUTIONS	11/28/22	100344	\$	48.20
ODP BUSINESS SOLUTIONS	11/28/22	100345	\$	16.30
O'REILLY	11/28/22	100350		16.99
PERDUE BRANDON FIELDER COLLINS	11/28/22	100328	\$	978.54
PINNACLE MEDICAL MANAGEMENT	11/28/22	100368	\$	150.00
PINNACLE MEDICAL MANAGEMENT	11/28/22	100369	\$	60.00
PIRKLE, ELIZABETH	11/28/22	100357	\$	311.74
PITNEY BOWES	11/28/22	100332	\$	614.09
RECOVERY MONITORING	11/28/22	100358	_	140.00
RECOVERY MONITORING	11/28/22		-	70.00
RECOVERY MONITORING	11/28/22		_	210.00
RICOH	11/28/22	100365	-	130.12
SAN BERNARD ELECTRIC	11/28/22	100346	<u> </u>	304.82
TEXAS A&M ENGINEERING EXT SER	11/28/22	+	_	450.00
TEXAS A&M ENGINEERING EXT SER	11/28/22	100334	-	250.00
TRINITY SERVICES GROUP	11/28/22	100337	-	336.66
TRINITY SERVICES GROUP	11/28/22	100338	-	4,275.92
TRINITY SERVICES GROUP	11/28/22	100339	_	4,359.20
UTILITY TRAILER SALES SOUTHEAST TX	11/28/22		_	476.58
VERITRACE	11/28/22		_	863.25
VICTORY SUPPLY	11/28/22		-	399.20
WALLER COUNTY APPRAISAL DISTRICT	11/28/22		-	152,851.25
WALLER COUNTY FEED HEMPSTEAD	11/28/22		+	89.98
	11/28/22		-	96.45
XEROX	11/28/22		+-	180.86
XEROX	11/28/22		+	80.00
AT&T			+	363.00
BAYANI, RACHEL	11/29/22		+	252.00
BAYANI, RACHEL	11/29/22	1003//	1 >	232.00

Treasurer's Record of Unpaid Claims	As of	11/30/2	2	
	Date			Amount
Vendors	Registered	Reg#		Registered
C&G WHOLESALE	11/29/22	100402	\$	89.98
C&G WHOLESALE	11/29/22	100403	\$	19.00
C&G WHOLESALE	11/29/22	100404	\$	699.00
C&G WHOLESALE	11/29/22	100405	\$	359.91
C&G WHOLESALE	11/29/22	100406	\$	359.91
C&G WHOLESALE	11/29/22	100407	\$	644.36
C&G WHOLESALE	11/29/22	100408	\$	257.86
C&G WHOLESALE	11/29/22	100409	\$	106.98
C&G WHOLESALE	11/29/22	100410	\$	99.98
C&G WHOLESALE	11/29/22	100411	\$	588.30
CANON FINANCIAL SERVICES	11/29/22	100395	\$	418.00
CAPITAL ONE	11/29/22	100388	\$	851.99
CONSOLIDATED	11/29/22	100391	\$	57.65
CONSOLIDATED	11/29/22	100392	\$	147.74
DE CORP	11/29/22	100375	\$	7,222.50
HOMETOWN HARDWARE	11/29/22	100374	\$	15.99
HOMETOWN HARDWARE	11/29/22	100379	\$	60.92
INDOFF INCORPORATED	11/29/22	100372	\$	211.72
INDUSTRIAL SCALE COMPANY	11/29/22	100389	\$	967.48
KARSTADT, WAYNE	11/29/22	100383	\$	203.75
KYLE OFFICE PRODUCTS	11/29/22	100394	\$	275.00
LIA ENGINEERING	11/29/22	100386	\$	50.00
LIA ENGINEERING	11/29/22	100387	\$	100.00
MAGNOLIA FUNERAL HOME	11/29/22	100393	_	1,795.00
O'REILLY	11/29/22	100380	\$	38.28
PETROLEUM TRADERS CORPORATION	11/29/22	100382	\$	16,961.27
QUADIENT POSTAGE FUNDING	11/29/22	100373	\$	100.00
QUILL	11/29/22	100397	\$	59.44
QUILL	11/29/22	100398	\$	419.93
QUILL	11/29/22	100399	-	105.06
QUILL	11/29/22			152.67
TRINITY SERVICES GROUP	11/29/22			4,026.27
VOYAGER	11/29/22	100396	_	39,965.97
WALLER COUNTY PAINT & BODY	11/29/22	100330	_	7.00
WILLKE, SHAWNA	11/29/22	100381	_	25.00
	11/29/22	100378	-	872.13
XEROX FINANCIAL SERVICES VEROX FINANCIAL SERVICES	11/29/22	100384	_	190.19
XEROX FINANCIAL SERVICES	11//03/22		\$	1,046.80
INNOVATIVE COMMUNICATION SYSTEMS	11//03/22	33046	۶	1,040.80
TOTAL UNPAID			\$	1,364,126.21

	FIXED ASSET TRANSFERS					
TAG#	SERIAL#	TRANSFER TO (DEPT)	TRANSFERRED FROM (DEPT)	DATE	DESCRIPTION	
4509	36544461554	エT	500 District Ct.	11-28-22	Compider - tower	
	+					
	+		-	-		
	-				+-	
	+					
	+					
	+					
		1 11				
SIGNATURE	Hong to	1. Chang				
SIGNATURE			NTS & MUST GO THROUGH COM			







MEMORANDUM

To: Honorable Commissioners' Court

Item: Final Plat Approval-Park at Anserra Section 1.

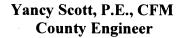
Date: December 14, 2022

Background

Final Plat of Park at Anserra Section 1 Subdivision which consists of 11.98 acres will include 1 Block and 1 Reserve in Precinct 4.

Staff Recommendation

Approve Plat





MEMORANDUM

To: Honorable Commissioners' Court

Item: Final Plat Approval-Park at Anserra Section 2.

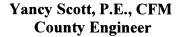
Date: December 14, 2022

Background

Final Plat of Park at Anserra Section 2 Subdivision which consists of 44.89 acres will include 1 Block and 3 Reserves in Precinct 4.

Staff Recommendation

Approve Plat





MEMORANDUM

To:

Honorable Commissioners' Court

Item:

Final Plat Approval-Sunterra Section 22

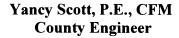
Date:

December 14, 2022

Background

Final Plat of Sunterra Section 22 Subdivision which consists of 43.56 acres will include 53 Lots, 2 Blocks and 2 Reserves in Precinct 3.

Staff Recommendation





MEMORANDUM

To: Honorable Commissioners' Court

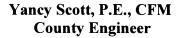
Item: Final Plat Approval-Sunterra Section 49

Date: December 14, 2022

Background

Final Plat of Sunterra Section 49 Subdivision which consists of 33.63 acres will include 168 Lots, 6 Blocks and 8 Reserves in Precinct 3.

Staff Recommendation





MEMORANDUM

To:

Honorable Commissioners' Court

Item:

Final Plat Approval-Sunterra Section 50

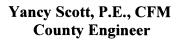
Date:

December 14, 2022

Background

Final Plat of Sunterra Section 50 Subdivision which consists of 23.66 acres will include 112 Lots, 3 Blocks and 6 Reserves in Precinct 3.

Staff Recommendation





MEMORANDUM

To:

Honorable Commissioners' Court

Item:

Final Plat Approval-Tantara Bend Drive Street Dedication and Reserves

Date:

December 14, 2022

Background

Final Plat of Tantara Bend Drive Street Dedication & Reserves which consists of 59.75 acres will include 3 Blocks and 3 Reserves in Precinct 3.

Staff Recommendation

Yancy Scott, P.E., CFM County Engineer



MEMORANDUM

To:

Honorable Commissioners' Court

Item:

Utility Permit - Consolidated Communications

Date

December 14, 2022

Background

Centerpoint Energy is proposing to install a 2" HP Stl within the right-of-way of Woods Rd. (Pct.4).

Staff Recommendation

Approve Permit

PERMIT TO CONSTRUCT UTILITY IN WALLER COUNTY RIGHT-OF-WAY

ROAD: 1523 Woods Road

DATE: December 6, 2022

To: CenterPoint Energy 1111 Louisiana Suite #1639 Houston, TX 77002

The location on the right-of-way of your proposed buried line as shown by the accompanying notice dated December 6, 2022 is approved.

Your attention is directed to Art. 1436A (for power lines) and Art. 1416 (for communication lines) Vernon's Annotated Texas Civil Statutes with particular attention to the following provisions:

- 1. The Court Commission may designate the place along the right-of-way where such lines shall be constructed.
- 2. Emplacement of buried lines shall be a minimum of 36 inches below the flow line of the existing ditch. For installations parallel to the right-of-way, the utility shall be located within three (3) feet of the edge of the right-of-way, unless otherwise approved by the County.
- 3. All placement of lines beneath roadways and asphalt or concrete paved driveways shall be jacked or bored. No open cut will be allowed within five feet of the edge of roadways or such driveways. Open cuts on unpaved driveways shall be performed only with a trenching machine and shall not be excavated. In such cases the trench shall be backfilled and compacted. The driveway surface shall be restored to its original condition. Any variance to these requirements shall have the Commissioners' Court approval.
- 4. All buried water lines shall be marked thoroughly with detectable tracer wire. All other lines shall be marked thoroughly with detectable underground warning tape. Public to be safe-guarded by use of construction signs and barricades. Identification markers shall be placed along right-of-way lines, that is readily identifiable, indicating name of Company, type of line and emergency contact number.
- 5. Restore roads to their original condition. Trench is to be back-tracked, dragged, graded and filled as necessary to minimize erosion and sedimentation resulting from the proposed installation. Ditches are to be left clear for drainage.



The contractor must notify the County Engineer at (979) 826-7670, forty-eight (48) hours prior to starting construction of the line in order that we may have a representative present. An inspection of the line installation is required prior to backfilling the excavation to confirm proper cover depth.

WALLER COUNT OF COURT
Carbett "Trey" J. Duhon III, County Judge
t is ORDERED by the Court on motion by Commissioner Smith, duly
seconded by Commissioner Beckendorff , that the above and foregoing request be
and the same is hereby approved, with members present voting in favor and
members present voting opposed. The County Engineer is authorized to comply
with the above requests.
DEC 1 4 2022
DEC 1 4 2022 Date
Zate .
Debbie Hollan, County Clerk
Deputy

R&B Inspector:	
----------------	--

Waller County Road & Bridge Department 775 Business 290 East Hempstead, Texas

Permit# 22, UP, 030

NOTICE OF PROPOSED UTILITY WORK IN WALLER COUNTY RIGHT-OF-WAY

Bond: Y Bond Amount (\$): ____ Floodplain Dev. Permit Required: Y Permit #: _____ Precinct #: _____

(979) 826-7670	Date: 9-6-2022		
Formal notice is hereby gi	ven thatCenterPoin	t Energy	(utility contractor) proposes to place a
2" HP Stl within the righ	t-of-way of Woods	(street) as fol	lows: Provide details for location, length,
construction method, design	gn (i.e. the dimensions fron	n ROW line, edg	ge of curb or pavement), etc.
Propose to install 2" HP St	tl and 2" HP Stl Svc gas alo	ng Hwy 90	
(see attached drawing)			
The gas installation will be Road & Bridge in accordan		ned on the road	right-of-way as directed by Waller County
	Texas Manual on Unifor		c control measures as those complying with rol Devices required for adoption by the
The location and description of drawings attached to the		nd appurtenand	ces is more fully shown by three (3) copies
Construction is proposed t	o begin on or after the 27t	<u>h</u> day of Septer	nber 2022.
Firm: CenterPoint Energy		Address: 1111 Louisiana, Houston, TX, 77002	
By: Andrea Pickens		<u>Suite 1</u>	
Signature: Andrea Picker	Pickens		713-207-4246
Title: Engineering Supp	**************************************	Fax:	
		PROVAL	
	pproved subject to the foll		
easement in or upon this Co any reason, need to work, structure of this road or rig	ounty Road; and it is furthe improve, relocate, widen,	er understood the increase, add tected, will be mo	eby imply to grant any right, claim, title or hat in the future, should Waller County, for so, decrease, or in any manner change the oved at the direction of the Waller County
	not damage any part of the ce to traffic and adjacent p		dequate provisions shall be made to cause s.
APPROVED BY WALLER COU	NTY ROAD & BRIDGE DEPT.		
1 - Letto		Traffic Cor	ntrols Required: Ø N
Ounty Engineer or Road A	dministrator		strols Reviewed By: Cust

WALLER COUNTY RESOLUTION

Conversion of DRE into an audible Voting System

In accordance with Section 129.003 of the Texas Election Code and required by SB 598, a voting system that consists of direct recording electronic voting machines may not be used in an election unless the system is an auditable voting system. (e) An authority that purchased a voting system other than an auditable voting system after September 1, 2014, and before September 1, 2021, may use available federal funding and, if federal funding is not available, available state funding to convert the purchased voting system into an auditable voting system.

Waller County Commissioners Court agrees that the expenditure of the funds will be in accordance with applicable Federal and State law and any agreement between Waller County and the State of Texas, Office of the Secretary of State as authorized under Section 129.003, Texas Election Code, and in consultation and agreement with the County Elections Administrator as defined in Sections 12.001 and 31.091 of the Texas Election Code.

Waller County Commissioners Court agrees that claims against the fund shall be audited and approved in the same manner as other claims against the County before they are paid.

Waller County Commissioners Court agrees that it will not consider the availability of the funds in adopting the County budget.

Waller County Commissioners Court agrees that in the event of loss, misuse, or noncompliance pursuant to any grant award agreement with the Secretary of State, Waller County Commissioners Court assures that the funds will be returned to the Office of the Secretary of State in full.

ISSUED THIS 14TH DAY OF DECEMBER, 2022.

Honorable Carbett Trey" J. Duhon III

Waller County\Judge

John A. Amsler

County Commissioner, Pct. 1

Walter E. Smith

County Commissioner, Pct. 2

Kendric Jones

County Commissioner, Pct. 3

Justin Beckenderff

County Commissioner, Pct. 4

PUBLIC NOTICE – REQUEST FOR QUALIFICATIONS - DEMOLITION SERVICES WALLER COUNTY, TX

Waller County has received a Community Development Block Grant - Disaster Recovery (CDBG-DR) from the General Land Office to purchase homes affected by flooding from Hurricane Harvey. Waller County is seeking to contract with multiple qualified demolition contractors (individual/firm) to assist in demolishing 4 to 8 homes to provide relief for survivors affected by repetitive flooding. These homes are located in Waller County. This service is for the County's grant #20-066-011-C074, which will use federal funds to acquire these properties. Please submit your proposal of services and a statement of qualifications for the proposed services to the address below: Alan Younts, Waller County Auditor, 836 Austin St., Suite 221, Hempstead, TX 77445 and email to tyler@grantworks.net.

Proposals shall be received by the County no later than 2pm on Wednesday, January 18th, 2023, which is at least ten (10) days after this publication. The County reserves the right to negotiate with any and all individuals of firms that submit proposals, as per the Texas Professional Services Procurement Act and the Uniform Grant and Contract Management Standards. Section 3 Residents and Business Concerns, HUB, Labor Surplus, Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises are encouraged to submit proposals. Waller County is an Affirmative Action/Equal Opportunity Employer.

AVISO PUBLICO - SOLICITUD DE CALIFICACIONES -SERVICIOS DE DEMOLICIÓN CONDADO DE WALLER, TX

El condado de Waller recibió una subvención en bloque para el desarrollo comunitario - recuperación ante desastres (CDBG-DR) de la Oficina General de Tierras para comprar viviendas afectadas por las inundaciones del huracán Harvey. El condado de Waller busca contratar a varios contratistas de demolición calificados (individuales/empresas) para ayudar en la demolición de 4 a 8 casas para brindar alivio a los sobrevivientes afectados por inundaciones repetitivas. Estas casas están ubicadas en del condado de Waller. Este servicio es para la subvención del Condado #20-066-011-C074, que utilizará fondos federales para adquirir estas propiedades. Envíe su propuesta de servicios y una declaración de calificaciones para los servicios propuestos a la siguiente dirección: Waller County, Attn: Brooke Bacuetes, 836 Austin St, Hempstead, TX 77445 and email to b.bacuetes@wallercounty.us and tyler@grantworks.net

El Condado deberá recibir las propuestas a más tardar a las 2 p. m. del 18 de enero de 2023, que es al menos diez (10) días después de esta publicación. El Condado se reserva el derecho de negociar con todas y cada una de las personas de las empresas que presenten propuestas, según la Ley de Adquisición de Servicios Profesionales de Texas y las Normas Uniformes de Gestión de Contratos y Subvenciones. Sección 3 Se alienta a los residentes y empresas comerciales, HUB, mano de obra excedente, empresas comerciales de minorías, empresas comerciales pequeñas y empresas comerciales de mujeres a presentar propuestas. El condado de Waller es un empleador de acción afirmativa/igualdad de oportunidades.

PUBLIC NOTICE WALLER COUNTY TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT MITIGATION METHOD OF DISTRIBUTION (CDBG-MIT MOD)

The County of Waller will submit two CDBG-MIT MOD applications for a total of \$8,774,400 funds for county-wide planning, water improvements located in Prairie View, and drainage improvements located in the south part of the County related to declared disaster events to the General Land Office (GLO) CDBG-MIT MOD Program. Applications will be available for review on and after 12/22/22 at the County Courthouse at 836 Austin St., Hempstead TX 77445 during regular business hours.

AVISO PUBLICO LA CONDADO DE WALLER TEXAS MÉTODO DE DISTRIBUCIÓN DE MITIGACIÓN SUBVENCION EN BLOQUE PARA EL DESARROLLO COMUNITARIO (MIT-MOD)

El condado de Waller presentará dos solicitudes CDBG-MIT MOD para \$8,774,400 de fondos para planificación en todo el condado, mejoras de agua ubicadas en Prairie View y mejoras de drenaje ubicadas en la parte sur del condado en áreas relacionadas a eventos de desastres declarados al programa CDBG-MIT MOD de la Oficina General de Terreno (GLO). Las solicitudes estarán disponibles para su revisión a partir del 22/12/22 en la Oficina del palacio de justicia del condado en 836 Austin St., Hempstead TX 77445 durante el horario normal.



SERVICES OPERATIONS CONTRACT

WALLER COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

Global Positioning System Monitoring Continuous Alcohol Monitoring Drug Patch Testing

This Operations Agreement (the "AGREEMENT") is made and entered into by and between Recovery Monitoring Solutions Corporation dba Recovery Healthcare Corporation ("Recovery") and

Waller County Community Supervision and Corrections Department ("DEPARTMENT")

925 5th Street

Hempstead, TX 77445 Phone: (979) 826-8051

<u>Appointment of Recovery</u>. In accordance with the terms and conditions set forth herein, and in consideration of the payments hereinafter provided, **Recovery** is hereby appointed to provide to **Department**, and **Recovery** hereby agrees to furnish to **Department**, the Services provided for herein.

<u>Term.</u> This AGREEMENT shall become effective for a one (1) year period beginning on September 1, 2022 and ending on August 31, 2023 (unless terminated herein under the provisions below). The agreement shall automatically renew for another one (1) year term for a period not to exceed three (3) total years, unless either party provides notice to the other of its intent to terminate the agreement not less than thirty (30) days before the end of the then current term.

ARTICLE I RATES, MINIMUM REQUIREMENTS, AND STATEMENT OF SERVICES

1.1 Recovery and the Department agree to the following rates for Department funded services:

FULL SERVICE ELECTRONIC MONITORING PROGRAM	DEPARTMENT FUNDED		
	DAILY RATE	SET-UP FEE	
GPS Monitoring Active	\$8.50	No Additional Charge	
GPS Monitoring Passive	\$7.00	No Additional Charge	
Enhanced GPS Monitoring as Described in Section 1.5(e)	\$1.00 Per Unit		



FULL SERVICE ELECTRONIC MONITORING PROGRAM	DEPARTMENT FUNDED		
	DAILY RATE	SET-UP FEE	
SCRAM CAM	\$10.00	No	
Continuous Alcohol Monitoring		Additional Charge	
SCRAM CAM	\$1.00	No	
Ethernet		Additional Charge	

DRUG PATCH				
FULL SERVICE PROGRAM	DEPARTMENT FUNDED			
Drug Patch	\$75.00 (Per Application)			
Drug Patch Overlay With Application of New Patch	No Charge			
Drug Patch Overlay Replacement Overlay for Same Patch	\$2.00 Each			

- 1.2 <u>Certified Provider</u>. **Recovery** has been duly certified as a provider for GPS, SCRAM CAM Continuous Alcohol Monitoring System, and the SCRAM Remote Breath Alcohol Testing Device in the State of Texas.
- 1.3 <u>Services</u>. **Recovery** shall, in accordance with the terms of this AGREEMENT, provide all necessary personnel, equipment, materials, supplies, and services (except as may be furnished by the **Department** as specified in writing as part of this agreement) and do all things necessary for, or incidental to, the provision of the services.
- 1.4 <u>Court Testimony</u>. **Recovery** agrees to provide testimony in court, if required, at no additional cost to the **Department** with fourteen (14) calendar days' advance notice.
- 1.5 Other: (Specific Requirements for Department Funded Program)
- I. General Duties of Recovery:
 - (a) **Recovery** may offer, with fourteen (14) day advanced notice and for no additional cost, on-site program training and assistance for the **Department's** staff to explain the procedures for installation, monitoring, maintenance, de-installation and utilization of the monitoring software systems;
 - (b) **Recovery** (844) 909-8555 provides live technical support to assist **Department** staff with questions or issues that may arise with the Continuous Alcohol Monitoring (CAM) and Breath-Alcohol Testing (BAT) programs from 7:00 a.m. to 9:00 p.m., Monday through Saturday including holidays;
 - (c) Recovery provides live technical support to assist Department staff with questions or issues that may arise with the GPS program 24 hours, seven days per week including holidays. Department staff should contact Recovery at (844) 909-8555 for issues pertaining to individual Participants or equipment repair needs:
 - (d) **Recovery** will configure and establish automated notification programs, as applicable per technology, for alcohol and GPS monitoring technologies that include the system-generated automated text and electronic mail notifications to Department designees;



- (e) Recovery, for an additional fee as noted in Section 1.1, offers Enhanced GPS Monitoring consisting of:
 - Violation alert management 24/7/365 including holidays;
 - After hours text message and/or e-mail notification to Department staff, if desired;
 - After hours telephonic contact with the participant to investigate specific alerts per Department protocol;
 - After hours e-mail reports from Central Monitoring Center staff to Department representatives of specified violations per Department Protocol;
 - Recovery will provide a template for the development of the Department Notification Protocol for Enhanced GPS Monitoring.
- (f) Recovery will require the participant to complete a Program Participant Agreement;
- (g) **Recovery** will abide sole responsibility for participant enrollment; program orientation; alcohol sobriety verification; violation reporting; and equipment installation, troubleshooting, fit adjustments, maintenance, replacement, removal, and recovery;
- (h) Recovery will provide a program orientation consisting of an explanation of program rules and the proper maintenance, care, and operational features of the monitoring equipment;
- Recovery, with the participant's cooperation, will make a good faith effort to schedule installation of
 monitoring equipment in accordance with the manufacturer's recommended guidelines and begin
 monitoring within forty-eight (48) business hours of referral for participants incarcerated within the State
 of Texas;
- (j) Recovery will monitor participants through the web-based, password protected information management system;
- (k) **Recovery** will provide written reports via e-mail of participant enrollment, non-compliance, termination, and any other information requested;
- (l) Recovery shall notify referring authorities of participant non-compliance (curfew violations, alcohol detection or device manufacturer-confirmed consumption, equipment manipulation/obstructions/tampers, unauthorized device removal, etc.) and provide written reports as required by agreement with the referring agent, typically within twenty-four (24) hours of reporting the act of noncompliance;
- (m) Recovery will provide the Department with a monthly SCRAM CAM compliance report for each individual participating in the program;
- (n) Recovery's Dallas-based Division Managers will provide oversight to ensure prompt participant
 enrollment, secure monitoring, thorough documentation and timely dissemination of violation
 notifications;
- (o) **Recovery** will provide to the **Department** a monthly invoice identifying the participant's names and number of days monitored under the **Department** funding model;



- (p) Recovery will initiate program termination proceedings in response to the following violations:
 - SCRAM CAM: When the participant has committed certain program violations, including failure
 to return phone calls from Recovery staff in a timely manner, failure to download data from the
 SCRAM CAM device, and failure to report for equipment maintenance (deactivation requires
 Department approval please see Exhibit B).
 - Breath-Alcohol Testing: When the participant has committed certain program violations, including
 failure to perform a test for 24 consecutive hours without authorization or failure to report for
 equipment maintenance.
- (q) Recovery will pay the shipping costs for all equipment distributed to Waller County via standard three
 (3) day delivery service;
- (r) Recovery will collect a deposit fee equal to the replacement costs of all equipment assigned to
 participants who reside or travel out of state for extended periods of time;
- (s) Recovery will terminate monitoring immediately upon written request from the Department and make a good faith effort to recover all equipment within twenty-four (24) hours of deactivation;
- (t) **Recovery** will abide the sole responsibility for collecting, from the participant, 100% of the cost for repairing or replacing all lost, damaged or stolen equipment;
- (u) Recovery will bill the participants for the replacement and repair costs of all lost, damaged and stolen equipment:

Attenti GPS Bracelet	\$1,000.00
Attenti GPS Charger	\$ 50.00
Attenti GPS Strap	\$ 20.00
Attenti GPS Beacon	\$ 400.00
SCRAM CAM Bracelet	\$1,300.00
SCRAM CAM Base Station	\$ 500.00
SCRAM CAM Strap	\$ 75.00
SCRAM CAM Power Cord	\$ 50.00
SCRAM CAM Phone Cord	\$ 10.00

- (v) Recovery reserves the right to initiate criminal or civil action against any participant who is responsible
 for lost, damaged or stolen equipment.
- II. General Duties of the Waller County Community Supervision and Corrections Department:
 - (a) The **Department** will provide reasonable workspace for equipment installer(s), if applicable;
 - (b) The **Department** will provide the name, job title, and contact information (e-mail address and phone number) for the person or persons designated to receive reports of non-compliance, notification of installation and de-installation, and other administrative and informational reports;
 - (c) The **Department** will notify **Recovery** on or before the date that a different person(s) identified in paragraph (b) above has been designated to receive the reports or any revisions have been made to the existing individual's contact information;



- (d) The **Department** will provide initial and updated information for participants monitored on GPS/RF in a timely manner for required notification of law enforcement agencies or victim(s);
- (e) The **Department** will provide initial and updated information in a timely manner for the effective monitoring of participants on GPS/RF (curfew timeframes, inclusion zones, exclusion zones, etc.);
- (f) The Department will develop a Department Notification Protocol document that includes contact information for on-call personnel should GPS Enhanced Monitoring be included in any Department program. The Department must arrange for a staff member to be on call 24/7/365 to be eligible for the GPS Enhanced Monitoring Program;
- (g) The Department will compensate Recovery for Department funded Participants within thirty (30) days
 of the monthly invoice receipt;
- (h) The Department will assist Recovery regain possession of all equipment within twenty-four (24) hours of deactivation;
- (i) The **Department** will report all incidents of lost, damaged and stolen equipment to **Recovery** within one (1) calendar day of discovering the event.

III. Limitations and Liabilities

- (a) Recovery expressly disclaims any warranty that it's service or that its system is impervious to tampering. In no event shall Recovery be liable for any direct, indirect, special, consequential, or incidental damages in connection with or arising out of the performance or use of the products or services provided under this agreement or any orders hereunder. In no event shall Recovery assume or bear any responsibility or liability for acts that may be committed by a participant or persons subject to, using or monitoring the equipment;
- (b) **Recovery** shall not be liable for any failure or delay in performance of this agreement hereunder which is due in whole or in part to any cause beyond its control;
- (c) Recovery will maintain the right to conduct business development activities with other agencies, Courts, and service providers in Waller County, Texas.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Recovery represents and warrants to and for the benefit of **DEPARTMENT** with the intent that **DEPARTMENT** rely thereon for the purposes hereof, the following:

2.1 <u>Legal Status</u>. **Recovery** (1) is a validly organized and constituted sole proprietorship or partnership in the jurisdiction in which it is formed and in good standing therein; or, is a corporation duly incorporated and validly existing under the laws of the jurisdiction in which it is incorporated and in good standing therein; (2) is duly qualified to conduct business in the State of Texas; and (3) has legal power and authority to own or lease its properties and conduct its business as presently conducted.



- 2.2 <u>Authorization</u>. The making and performance of this AGREEMENT has been duly authorized by all necessary action and will not violate any provision of current law or **Recovery's** charter or by-laws. The AGREEMENT has been duly executed and delivered by **Recovery** and, assuming due execution and delivery by **DEPARTMENT**, constitutes a legal, valid, and binding AGREEMENT enforceable against **Recovery** in accordance with its terms.
- 2.3 <u>Taxes</u>. Recovery has filed all necessary federal, state, and foreign income and franchise tax returns and has paid all taxes as shown to be due thereon, including penalties and interest, or provided adequate reserves for payment thereof, except to the extent that same have become due and payable but are not yet delinquent, and except for any taxes and assessments of which the amount applicability or validity is currently being contested in good faith by appropriate proceedings.
- 2.4 No Child Support Owing. In accordance with 231.006 of the Texas Family Code, no person who is the sole proprietor, a partner, a shareholder, or an owner of twenty-five percent (25%) or more of **Recovery** and who is now more than thirty (30) days delinquent in paying court ordered approved child support may receive payment from state funds under a contract. Under 231.006, Family Code, **Recovery** certifies that it is not ineligible to receive the Payments and acknowledges that this AGREEMENT may be terminated, and Payments may be withheld if this certification is inaccurate.
- 2.5 <u>Use of Payments</u>. No part of the Payments made to **Recovery** will be expended for any consultant fees, honorariums, or any other compensation to any employee of **DEPARTMENT** or for unallowable costs as defined by the **DEPARTMENT**. **Recovery** shall expend Payments made hereunder solely for providing direct services and for reasonable and allowable expenses directly related to the provision of Services.
- 2.6 <u>Non-Discrimination</u>. In the performance hereof, **Recovery** warrants that it shall not discriminate against any employee, subcontractor, or participant on account of race, color, disability, religion, sex, national origin, age, or those who have or are perceived to have a disability because of AIDS or HIV infection, antibodies to HIV, or infection with any other probable causative agent of AIDS. **Recovery** shall include the provisions of this paragraph regarding non-discrimination in each of its contracts with subcontractors so that such provisions will be binding upon each subcontractor.
- 2.7 <u>Non-Collusion</u>. **Recovery** warrants that no Person, other than a bona fide employee, has been employed to solicit or secure this AGREEMENT with **DEPARTMENT**, and **Recovery** has not paid or agreed to pay any Person, other than a bona fide employee, any fee, commission, percentage, or brokerage fee, gift, or any other consideration, contingent upon or resulting from the execution hereof. For breach or violation of this provision, **DEPARTMENT** shall have the right to terminate this AGREEMENT without liability, or at its discretion to deduct from Payments, or otherwise recover, the full amount of such fee, commission, brokerage fee, gift, or contingency fee.

ARTICLE III GENERAL CONDITIONS

- 3.1 <u>Duties and Obligations</u>. **Recovery** shall provide the Services in compliance with applicable federal and state law, including all constitutional, legal and court ordered requirements, whether now in effect or hereafter affected or implemented.
- 3.2 <u>Visitation by State Employees</u>. **Recovery** shall at all times allow employees/agents of the Governor, members of the Legislature and all other members of the Executive and Judicial branches of the State of Texas, the Contract Monitor, and any other persons designated by the **DEPARTMENT** and/or the Texas Board of Criminal Justice to monitor the delivery of Services and contract compliance of the **Recovery**.
- 3.3 No Subcontractors. No subcontractor may be utilized by **Recovery** unless **DEPARTMENT** has furnished prior written approval.



- 3.4 <u>Confidentiality</u>. When applicable, records of identity, diagnosis, prognosis, or treatment of any participant through this AGREEMENT shall be confidential and may be disclosed only in accordance with applicable laws. No information may be released without the participant's written consent as documented by a signed information release form. **Recovery** shall notify **DEPARTMENT** in writing if any legal process requires disclosure of a participant's record and shall obtain written acknowledgement of same from **DEPARTMENT'S** Authorized Representative.
- 3.5 <u>Termination at Will</u>. Either party may terminate this AGREEMENT for any reason whatsoever, without cause and at any time, by furnishing to the other party thirty (30) days prior written notice. **DEPARTMENT'S** only obligation for terminating the AGREEMENT pursuant to this section shall be the payment to **Recovery** of Payments earned hereunder up to the date of termination. **Recovery's** only obligation for terminating this AGREEMENT pursuant to this section shall be to provide Services until the date of termination. Neither **Recovery** nor **DEPARTMENT** shall thereafter be entitled to any other compensation.
- 3.6 <u>Record Retention</u>. All records shall be the property of **DEPARTMENT**. All records (electronic or paper) pertinent to the provisions of Services hereunder shall be retained by the **Recovery** for a period of five years with the following qualification: If any audit, litigation or claim is started before the expiration of the five-year period, the records shall be retained until all audits, litigation, claims, or other findings involving the records have been resolved. The retention period for all records begins after **DEPARTMENT** has made the final Payment in accordance with this AGREEMENT. At the end of the five-year period, **Recovery** will request disposition instructions from **DEPARTMENT**.

ARTICLE IV ADMINISTRATION AND FISCAL SYSTEM

- 4.1 <u>Administrative Controls</u>. **Recovery** shall establish, document and maintain adequate administrative, financial, and internal controls to ensure that only allowable and reasonable costs are expanded under this AGREEMENT.
- 4.2 <u>Governing Board Responsibility</u>. The appropriate governing board or entity of **Recovery** shall bear full responsibility for the integrity of the services provided, including compliance with applicable federal and state laws and regulations. Ignorance of any AGREEMENT provisions or other requirements contained herein shall not constitute a defense or basis for waiving or appealing such provisions or requirements.
- 4.3 <u>Conflict of Interest</u>. **Recovery** shall not refer Participants for additional services without prior written approval of the **DEPARTMENT**. **Recovery** shall develop and implement written internal policies that may be reviewed by the **DEPARTMENT** to ensure that members of the governing board, contractual personnel, consultants, volunteers, and employees do not use their positions with **Recovery** for a purpose that is, or gives the appearance of being, motivated by a desire for personal gain or gain by a family member.
- 4.4 <u>Remuneration</u>. Staff of **Recovery** shall not pay or receive any commission, consideration, or benefit of any kind related to the referral of a participant for treatment or engage in fee-splitting with other professionals.
- 4.5 <u>Audits</u>. **Recovery** agrees to furnish **DEPARTMENT** and/or TDCJ with such information as may be required relating to the Services rendered hereunder. **Recovery** shall permit **DEPARTMENT** to audit and inspect records and reports and to evaluate the performance of Services at any time. **Recovery** shall provide reasonable access to all records, books, reports, and other necessary data and information needed to accomplish review of program activities, services, and expenditures, including cooperation with **DEPARTMENT** in its performance of random or routine audits to determine the accuracy of **Recovery** reports.



- 4.6 <u>Disclosure</u>. **Recovery** is required to immediately or timely, as the case may be, disclose to **DEPARTMENT** and TDCJ-CJAD the following:
 - (a) If any Person who is an employee or director of **Recovery** is required to register as a lobbyist under Texas Government Code Chapter 305, at any time during the term hereof, **Recovery** shall provide to **DEPARTMENT** and TDCJ-CJAD timely copies of all reports filed with the Texas Ethics Commission as required by Chapter 305;
 - (b) If any Person who is an employee, subcontractor, or director of **Recovery** is or becomes an elected official (i.e., an elected or appointed state official or member of the judiciary, or a United States congressman or senator), during the term hereof;
 - (c) Report any actions or citations by federal, state, or local governmental agencies that may affect Recovery's licensure status or its ability to provide Services hereunder.
- 4.7 <u>Withhold Payments</u>. The **DEPARTMENT** may withhold payments for any ineligible claims including inadequate or untimely monthly invoices until such time as the ineligible, inadequate or untimely claim is resubmitted and/or corrected by **Recovery**. **Recovery** agrees to return any unearned amounts paid by the **DEPARTMENT** within (30) days following the final date of the contract period, or at the **DEPARTMENT'S** option, within thirty (30) days following the **DEPARTMENT'S** delivery to **Recovery** a notice that amounts paid are to be returned to the **DEPARTMENT**.
- 4.8 <u>Accounting Records</u>. **Recovery** agrees to maintain a separate accounting or bookkeeping system specifically isolating the revenue and expenditures associated with this AGREEMENT in accordance with fund accounting principles.
- 4.9 <u>Payments to Recovery</u>. Recovery shall submit Monthly Invoices (in writing or electronically) as required herein and shall receive payments from **DEPARTMENT** based thereon, subject to the provisions in this AGREEMENT. Recovery will provide an itemized list of Services performed during the invoice period, including the names of all participants served, the service provided, and the amount of time rendered with each. **DEPARTMENT** agrees to pay Recovery within thirty (30) days after receipt of the Monthly Invoice.
- 4.10 <u>Specific Measures</u>. All terms of this AGREEMENT are subject to monitoring and verification; however, **Recovery** must have available for the **DEPARTMENT'S** inspection records to support performance of those measures outlined in Article I herein.
- 4.11 <u>Misspent Funds</u>. **Recovery** will refund expenditures of **Recovery** that are contrary to this AGREEMENT and deemed inappropriate by the **DEPARTMENT** or designee.

ARTICLE V DEFAULT AND TERMINATION

- 5.1 <u>Default by Recovery Monitoring Solutions Corporation</u>. Each of the following shall constitute an Event of Default on the part of the Recovery:
 - A material failure to keep, observe, perform, meet, or comply with any covenant, term, or provision hereof, which failure continues for a period of twenty (20) days after receipt of Recovery of written notification thereof;



- b. (1) Admit in writing its inability to pay its debts;
 - (2) make a general assignment for the benefit of creditors;
 - (3) suffer a decree or order appointing a receiver or trustee for it or substantially all of its property, and, if entered without its consent, same is not stayed or discharged within sixty (60) days of such decree or order, (4) suffer filing under any law relating to bankruptcy, insolvency, or the reorganization for relief of debtors by or against it and, if contested by it, not to be dismissed or stayed within sixty (60) days of such filing; or (5) suffer any judgment, writ of attachment or execution, or any similar process issued or levied against a substantial part of its property that is not released, stayed, bonded, or vacated with sixty (60) days after such issuance or levy, and
- c. The discovery by **DEPARTMENT** that any statement, representation of warranty in this AGREEMENT is false, misleading, or erroneous in any material respect.
- 5.2 Remedy of DEPARTMENT. Upon the occurrence of an Event of Default by Recovery, DEPARTMENT shall notify Recovery of such Event of Default, and subject to the time provisions of Section 5.1 hereof, DEPARTMENT shall have the right to pursue any remedy it may have at law or in equity, including, but not limited to, (a) suspend referral of participant; (b) suspend payment; (c) taking action to cure the Event of Default, in which case DEPARTMENT may offset against any Payments owed to Recovery all reasonable costs incurred by DEPARTMENT in connection with its efforts to cure such Event of Default; and (d) termination and removal of Recovery as provider of Services. In the event of Recovery's removal due to an Event of Default, DEPARTMENT shall have no further obligations to Recovery after such removal and in such event, Recovery agrees to cooperate with DEPARTMENT regarding a transition to new provider of Services.
- 5.3 <u>Default by **DEPARTMENT**</u>. The following shall constitute an Event of Default on the part of **DEPARTMENT**: failure by **DEPARTMENT** to pay within thirty (30) days after Payment is due any Payment required to be paid pursuant to the terms hereof, provided such failure to pay shall not constitute an Event of Default if the Comptroller of the State of Texas has withheld any payments pursuant to statutory authority.
- 5.4 <u>Remedy of Recovery</u>. Upon an Event of Default by **DEPARTMENT**, **Recovery's** sole remedy shall be to terminate this AGREEMENT. Upon such termination, **Recovery** shall be entitled to receive Payment from **DEPARTMENT** for all Services satisfactorily furnished hereunder up to and including the date of termination.
- 5.5 <u>AGREEMENT Subject to Availability of Funds</u>. This AGREEMENT will be subject to the availability of funds as appropriated by the State Legislature and as made available by the Community Justice Assistance Division of the Texas Department of Criminal Justice. If such funds become reduced or unavailable, this AGREEMENT shall be subject to immediate modification, reduction or termination.



ARTICLE VI INDEPENDENT CONTRACTOR

Recovery is associated with DEPARTMENT only for the purposes and to the extent set forth herein, and with respect to the performance of Services hereunder, Recovery is and shall be an independent contractor and shall have the sole right to supervise, manage, operate, control, and direct the performance of the details incident to its duties hereunder. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer-employee or principle-agent, or to otherwise create any liability for DEPARTMENT, the Texas Board of Criminal Justice, the Texas Department of Criminal justice, the State of Texas and its offices, agents, and employees (hereafter, collectively referred to as the "State") whatsoever with respect to the indebtedness, liabilities, and obligations of Recovery or any other party. Recovery shall be solely responsible for (and DEPARTMENT shall have no obligation with respect to) payment of all Federal Income, F.I.C.A., and other taxes owed or claimed to be owed by Recovery, arising out of Recovery's association with DEPARTMENT pursuant hereto, and Recovery shall indemnify and hold DEPARTMENT harmless from and against any and all liability from all losses, damages, claims, costs, penalties, liabilities, and expenses howsoever arising or incurred because of, incident to, or otherwise with respect to any such taxes.

ARTICLE VII MISCELLANEOUS PROVISIONS

- 7.1 <u>Force Majeure</u>. **Recovery** and **Department** agree that **Recovery** shall not be liable for any delay or inability to perform this agreement, directly or indirectly caused by, or resulting from, strikes, labor troubles, accidents, fire, flood, breakdowns, war, riot, civil commotion, lack of material, delays of transportation, pandemics, acts of God or other cause beyond reasonable control of **Recovery** and the **Department**.
- 7.2 <u>Inconsistencies</u>. Where there exists any inconsistency between this AGREEMENT and other provisions of collateral contractual Agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.
- 7.3 Severability. Each paragraph and provision hereof is severable from the entire AGREEMENT and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.
- 7.4 <u>Prohibition Against Assignment</u>. There shall be no assignment or transfer of this AGREEMENT without the prior written consent of both parties.
- 7.5 <u>Law of Texas</u>. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in the county of the applicable judicial district in which this agreement was entered.
- 7.6 <u>Notices</u>. All notices called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or forty-eight (48) hours after mailed to each party by certified mail, return receipt requested, postage paid.
- 7.7 Entire. This AGREEMENT incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written AGREEMENT. No other prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless attached hereto and/or embodied herein.
- 7.8 Amendment. No changes to this AGREEMENT shall be made except upon written agreement of both parties.



- 7.9 <u>Headings</u>. The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.
- 7.10 <u>Counterparts</u>. This AGREEMENT may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.
- 7.11 <u>Terminology and Definitions</u>. All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT including the Exhibits attached hereto and incorporated herein by reference to be executed as of the date first above written

Autumn Ledbetter
Autumn Ledbetter

Vice President of Business Development Recovery Monitoring Solutions

Date: 9/16/22

The Honorable Galy Chaney, 506th Judicial District Court Carbett Trey J. Duhon III County Judge

Date:

DEC 1 4 2022



EXHIBIT A

Recovery also offers the Following Additional Services:

FULL SERVICE ELECTRONIC MONITORING PROGRAM	DEPARTMENT FUNDED		PARTICIPANT FUNDED	
	DAILY RATE	SET-UP FEE	DAILY RATE	SET-UP FEE
GPS	Dependent on		Dependent on	
Beacon	Program Structure		Program Structure	
Radio Frequency (RF)	Dependent on	Dependent on	Dependent on	Dependent on
Landline	Program Structure	Program Structure	Program Structure	Program Structure
Radio Frequency (RF)	Dependent on	Dependent on	Dependent on	Dependent on
Cell	Program Structure	Program Structure	Program Structure	Program Structure
Breath-Alcohol Testing	Dependent on	Dependent on	Dependent on	Dependent on
	Program Structure	Program Structure	Program Structure	Program Structure



FULL SERVICE DRUG/ALCOHOL URINALYSIS PROGRAM	DEPARTMENT FUNDED & PARTICIPANT FUNDED
10 Panel EZ Split Key Cup (COC/THC/OPI2000/AMP/MAMP/BZO/PCP/BAR/MDMA/MTD)	
EZ Split Key Cup Confirmation (Participant has the option of signing an admission of use form in lieu of paying confirmation fee)	
6 Panel Oral Swab (COC/THC/AMPH/M-AMP/OPI/PCP)	Dependent on Program Structure
Oral Swab Confirmation	
ETG (Laboratory Tested Only)	
ETG Confirmation	
K2 DIP	
K2 Confirmation	
Bath Salts Lab 3 Compound Lab Only	

DRUG PATCH				
EQUIPMENT ONLY	DEPARTMENT FUNDED			
Drug Patch	\$75.00 (Per Patch)			



EXHIBIT B

DEACTIVATION PROCEDURES FOR ALCOHOL MONITORING NON-COMPLIANCE

Recovery shall adhere to the following procedure to obtain authorization from the referring authority prior to deactivating a participant for program non-compliance.

- A. Day 1 (Initial Day of Alert Receipt).
 - 1. The participant will be called at all available phone numbers;
 - 2. Instructions necessary to effect alert resolution will be provided;
 - 3. If the individual fails to answer, instructions will be left for him/her to return the call (voicemail or message with person taking the call); and
 - The contact/attempted contact will be documented in the web-based monitoring system's Case Management Notes.

B. Day 2:

- If the participant has failed to respond, he/she will be called again with a reminder that his/her failure to resolve the alert will result in notification of the supervising officer on Day 3;
- If the individual fails to answer, instructions will be left for him/her to return the call (voicemail or message with person taking the call); and
- The contact/attempted contact will be documented in the web-based monitoring system's Case Management Notes.

C. Day 3:

- If the participant continues to ignore Recovery's instructions, a third call will be placed to relay the same instructions delivered on Day 2;
- 2. If the individual fails to answer, instructions will be left for him/her to return the call (voicemail or message with person taking the call);
- 3. A Non-Compliance Notice letter will be completed and e-mailed to the supervising officer;
- The contact/attempted contact will be documented in the web-based monitoring system's Case Management Notes.

D. Day 6:

- If the participant's non-compliance continues and authorization for deactivation has not been received from the referring authority, a second Non-Compliance Notice letter will be e-mailed to the supervising officer documenting all efforts employed to regain compliance;
- 2. This action will be documented in the web-based monitoring system's Case Management Notes.



E. Day 9:

- 1. If non-compliance persists, the procedures outlined in Day 3 will be repeated;
- 2. All actions will be documented in the web-based monitoring system's Case Management Notes.

F. Post Day 9:

- If compliance is not regained and authorization for deactivation has not been obtained after delivery of the third Non-Compliance Notice letter, the participant's file will be transferred to the Weekly Notification List;
- Recovery will continue to accept phone calls and visits from the participant but will suspend all attempts to initiate contact with him/her;
- 3. One (1) Non-Compliance Notice letter will be e-mailed to the supervising officer each week until the alert(s) is resolved or deactivation is endorsed by the referring authority.



EXHIBIT C

MONITORING EQUIPMENT RECOVERY

- I. Participant Financial Responsibility for Lost, Damaged or Stolen Monitoring Equipment
 - A. Participants are issued equipment in new or like new condition and are expected to return each piece in good working order with only a reasonable amount of wear and tear.
 - B. Participants who lose, steal, damage, or otherwise fail to return equipment will be instructed to reimburse Recovery in a lump sum payment or in accordance with the terms of the Equipment Restitution Schedule. This includes those articles lost even as a result of the participant's incarceration or destroyed due to theft, fire, accidents, or any other event beyond the participant's control.
 - C. Lost/Stolen Equipment: A significant, pre-determined portion of the value of the device and its key components (base station, multi-connect, beacon, etc.) shall be collected prior to issuance of another piece. Restitution for the remaining amount is due in three or fewer payments of equal sums. Before obtaining ancillary items such as straps, chargers, carrying cases, and power cords, participants shall render the entire cost in full.
 - D. Damaged Equipment: Participants shall pay a minimum \$75.00 non-refundable fee (or more if the manufacturer's repair costs exceed that amount) prior to receipt of a replacement device for one that has been damaged. NOTE: This charge may be waived at the discretion of Recovery.
 - E. Malfunctioning Equipment: If returned within the first 30 days, participants will not be charged for replacement of malfunctioning equipment that bears no evidence of damage.
- II. Participant Legal Liability for Lost, Damaged or Stolen Monitoring Equipment
 - A. If any equipment remains unaccounted-for that was last known to be under the participant's control, Recovery reserves the right to initiate the process of having criminal charges filed, in the county where installation took place, against participants who fail to reimburse the company for lost, damaged or unreturned equipment.
 - B. Attempt will be made to contact the participant at all phone numbers and e-mail addresses provided in the Program Participant Contract.
 - C. Thirty (30) days following issuance of an-unreturned equipment invoice to the participant, a First Letter will be mailed to his/hers last known address to warn that criminal charges may be filed if the equipment is not returned or reimbursement rendered within a reasonable period of time. The value of each missing piece shall be identified in the letter.
 - D. If the account is not reconciled within thirty (30) additional days, a certified Demand Letter will be delivered stating that criminal charges for Theft of Service will be filed if the equipment is not returned or reimbursement rendered within ten (10) days. The value of each missing piece shall be identified in the letter.
 - E. If the account is not reconciled within thirty (30) additional days or any returned equipment bears evidence of damage, the certified Demand Letter, Affidavit of Fact (Complaint), and a signed copy of the Program Participant Contract will be presented to the proper authorities and request the filing of criminal charges.



- III. Participant Civil Liability for Lost, Damaged or Stolen Monitoring Equipment
 - A. If returned equipment is not operating within the manufacturer's specifications or exhibits a degree of wear and tear that is deemed to be excessive, Recovery reserves the right to pursue civil action as follows:
 - Obtain written documentation of the manufacturer's estimated cost for equipment repair or replacement;
 - 2. Obtain photographs from the manufacturer, if applicable, showing the damaged parts;
 - 3. Invoice the participant for the actual cost of repair or replacement as determined by the manufacturer; and
 - 4. Request imposition of a special condition requiring restitution for equipment repair or replacement costs during the term of the participant's period of supervised probation.

(Felony)

This Contract is made by and between Waller County, Texas (County), a political subdivision of the State of Texas, and Lee Van Richardson, Jr., State Bar No. 16867680 (Attorney) effective on the date stated below. The purpose of this agreement is for the County to provide legal services to indigent felony defendants in the Criminal Courts of Waller County. Attorney has agreed to provide all services requested, except for those hereinafter described. The Judge of the 506th District Court of Waller County shall have oversight of the administration of this Contract, as provided for herein.

- 1. Term. The term of this Contract shall be for one (1) year, beginning on January 1, 2023, and ending on December 31, 2023, unless sooner terminated as set forth herein.
- 2. Compensation. Attorney will receive the sum of \$5,000.00 per month, for a total of \$60,000.00 for the one (1) year term of the Contract (unless the Contract is terminated sooner).
- 3. Case Load. Felony level Attorney shall handle up to one-eighth (1/8th) of all qualifying felony cases per year that are assigned in Waller County (approximately <u>80</u> cases per year). The Contract does not include appeals or capital cases whether the death penalty is sought or not, and may exclude other cases at the discretion of the Judge of the 506th District Court of Waller County. Caseloads may be adjusted at the discretion of the Judge of the 506th District Court of Waller County.
- 4. Expense Reimbursement. Attorney may receive reimbursement for reasonable and necessary expenses consistent with Texas Code of Criminal Procedure art. 26.05(d), and travel outside of Waller County, separate from the Attorney's compensation. Travel expenses (mileage, etc.), are eligible for reimbursement in accordance with Waller County's policy on travel reimbursement for employees. All expenses to be reimbursed must be itemized in writing, supported by invoices and /or vouchers, and submitted to the Judge of the 506th District Court of Waller County for approval.

- a. Attorney shall be reimbursed for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts. Prior court approval shall be obtained from the Judge of the 506th District Court of Waller County, exparte, before incurring expenses for investigation and for mental health and other experts. Attorney shall be prepared to provide the Judge of the 506th District Court of Waller County with a reasonable estimate of the total expenses to be incurred. The request for expenses must state, as applicable:
- (1) the type of investigation to be conducted or the type of expert to be retained;
- (2) specific facts that suggest the investigation will result in admissible evidence or that the services of an expert are reasonably necessary to assist in the preparation of a potential defense; and
- (3) an itemized list of anticipated expenses for each investigation or each expert.
- b. The Judge of the 506th District Court of Waller County shall grant the request for advance payment of expenses in whole or in part if the request is reasonable. If the Judge of the 506th District Court of Waller County denies in whole or in part the request for expenses, the Judge of the 506th District Court of Waller County shall state the reasons for the denial in writing, attach the denial to the confidential request; and submit the request and denial as a sealed exhibit to the record of the case.

- a. Attorney will provide all services required by Senate Bill 7 as passed by the 77th Session of the Texas Legislature in 2001. (As it amends the Texas Code of Criminal Procedures).
- b. Attorney shall provide competent, zealous legal services to each client in a professional, skilled manner consistent with the Attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct ant the Texas Code of Criminal Procedure.
- c. Attorney shall ensure continuity of representation of the client unless relieved or replaced in accordance with art. 26.04(j)(2) of the Texas Code of Criminal Procedure.

- d. Attorney shall not assign, subcontract or delegate any part of the services to be provided by the Attorney under this Contract.
- e. Attorney must submit a monthly progress report to be approved by the Judge of the 506th District Court of Waller County prior to any payment being made under this Contract, in accordance with Art. 26.05 Of the Texas Code of Criminal Procedure. The report shall be on a form substantially the same as attached hereto and included in the Waller County Indigence Plan for Indigent Defense filed with the Texas Indigent Defense Commission.
- f. Attorney must maintain the minimum qualifications to practice law in the state of Texas, and must immediately inform the Judge of the 506th District Court of Waller County of any change in the status of the Attorney's licensure. The Attorney must provide the Judge of the 506th District Court of Waller County with proof of licensure in good standing upon request.
- g. Attorney agrees to indemnify and hold harmless Waller County from any and all claims rising from the delivery of professional services under this contract.
- h. Attorney must report to the Judge of the 506th District Court of Waller County the number of continuing legal education hours completed during each Attorney's reporting year.
- i. Attorney shall maintain an office capable of sending and receiving email correspondence twenty-four hours a day, seven days a week. Further, telephone and cell phone contact information will be maintained with the Court Coordinators of each trial court.
- j. Attorney must provide quality, effective legal assistance and representation to clients to whom Attorney is assigned.
- k. Attorney shall complete all cases once representation is commenced during the term of the contract, unless the attorney is relieved or replaced in accordance with Article 26.04(j)(2), Code of Criminal Procedure. Attorney will be compensated for these uncompleted cases on a case-by-case basis according to the SB7 approved plan.

- 1. Attorney is prohibited from accepting any payments from a client or third party for legal services provided in a case assigned under this contract.
- m. Attorney is prohibited from releasing confidential attorney-client information or work product related to any case covered by this Contract, except when authorized by the Texas Disciplinary Rules of Professional Conduct.
- n. Attorney shall appear in court on each scheduled docket call, on time and prepared. Occasional absences are permitted upon prior approval by the court. Attorney shall be familiar with the Rules of the Second Administrative Region pertaining to the priority of appearances in courts within the Region.
- o. Attorney shall make every reasonable effort to contact the defendant no later than the end of the first working day after the date on which the lawyer is appointed and to conduct an interview in person with the defendant as soon as is practicable after the lawyer is appointed. A letter mailed to the defendant will fulfill the initial contact requirement.
- p. Attorney shall make reasonable efforts to discuss each case with the District Attorney's Office prior to docket call. Attorney shall schedule at least one office visit with the appropriate assistant district attorney on each case between the motions and pretrial settings. Attorney shall comply with the requirements of the mandatory discovery and disclosure requirements provided by law. It is strongly suggested that agreements be reached before docket call and paperwork can be ready for the court when the docket is called.
- q. Article 26.04(j) of the Code of Criminal Procedure requires all attorneys who accept appointments in adult criminal cases to submit an annual statement that describes the percentage of their practice time that is dedicated to work on those appointed cases. Attorneys must submit this statement to each county in which they accept appointments, and the county will forward the information contained in the attorney practice-time statements to the Texas Indigent Defense Commission. The Commission will add this information to other indigent defense information that is made available to the public via the Commission website. Therefore, Attorney is required to submit a practice-time statement to the Judge of the 506th District Court of Waller County

- 7. Conflict. In the event of a conflict of interest between Attorney and any defendant, Attorney shall present evidence to the trial court in which the case is pending, and if ordered by the trial court, be allowed to withdraw from representation in that case. Such withdrawal shall not affect the other terms of this agreement.
- 8. Independent Contractor. Attorney is not an employee of the County, and is, at most, an independent contractor, who shall complete the requirements of this Contract by Attorney's own means and methods of work, and in accordance with the Attorney's professional legal judgment, which shall be in the exclusive charge and control of the Attorney, and is not subject to control or supervision of the County or the Judge of the 506th District Court of Waller County, except as specified in this Contract. THE DEFENDANT IS YOUR CLIENT, NOT THE COUNTY. YOU MUST PROVIDE COMPETENT, ZEALOUS LEGAL SERVICES TO EACH CLIENT IN ACCORDANCE WITH YOUR RESPONSIBILITIES UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT AND THE TEXAS CODE OF CRIMINAL PROCEDURE.
- 9. Termination. This Contract may be terminated by the County for good cause, with the approval of the Judge of the 506th District Court of Waller County. If a reason for termination is found to exist by the Judge of the 506th District Court of Waller County, written notice will be given to Attorney, and a private meeting will be held with the Attorney and the Judge of the 506th District Court of Waller County to discuss the relevant issues, and, thereafter, the Judge of the 506th District Court of Waller County will make a determination on the termination of the Attorney's contract.
- a. County may terminate this agreement if Attorney fails to perform the duties required by this agreement. Such failure must be supported by judicial findings of that failure.
- b. Attorney may terminate this agreement if County fails to make timely payments hereunder.

- c. Attorney may terminate this agreement if, for reasons beyond the control of Attorney, Attorney is unable to perform the duties required hereunder.
- d. This agreement may be mutually terminated for any force majeure or any change in the law, which makes the agreement moot.
- 10. Administration. The Judge of the 506th District Court of Waller County will provide oversight and administration of this Contract to assure that Attorney performs as required under this Contract. Nothing herein shall be interpreted as creating a right or remedy against the County, the Judge of the 506th District Court of Waller County in either his official or individual capacity on the part of any person.
- 11. Disputes. Venue of any proceeding arising under or with regard to this Contract shall be in a court of competent jurisdiction in Waller County.
- 12. Additional Terms and Conditions. A determination that Attorney has given false information in the materials submitted to the County in response to the Request for Qualifications will be grounds for immediate cancellation of this Agreement under the procedures set forth above. Falsification of any report, invoice, billing documentation or other submission by the Attorney will be grounds for immediate cancellation of this Agreement under the procedures set forth above. In addition, such could subject the Attorney to both professional discipline and criminal prosecution. Therefore, it is very important that submissions be thorough and truthful.

Signed and entered into this date: December 2, 2022.

WALLER COUNTY, 7

CARBETT "TREY" \ . DUHON III

LAWYER

LEE VAN RICHARDSON, JR.

(Felony)

This Contract is made by and between Waller County, Texas (County), a political subdivision of the State of Texas, and **R. Jeanette Parham**, State Bar No. 00792737 (Attorney) effective on the date stated below. The purpose of this agreement is for the County to provide legal services to indigent felony defendants in the Criminal Courts of Waller County. Attorney has agreed to provide all services requested, except for those hereinafter described. The Judge of the 506th District Court of Waller County shall have oversight of the administration of this Contract, as provided for herein.

- 1. Term. The term of this Contract shall be for one (1) year, beginning on January 1, 2023, and ending on December 31, 2023, unless sooner terminated as set forth herein.
- 2. Compensation. Attorney will receive the sum of \$5,000.00 per month, for a total of \$60,000.00 for the one (1) year term of the Contract (unless the Contract is terminated sooner).
- 3. Case Load. Felony level Attorney shall handle up to one-eighth (1/8th) of all qualifying felony cases per year that are assigned in Waller County (approximately <u>80</u> cases per year). The Contract does not include appeals or capital cases whether the death penalty is sought or not, and may exclude other cases at the discretion of the Judge of the 506th District Court of Waller County. Caseloads may be adjusted at the discretion of the Judge of the 506th District Court of Waller County.
- 4. Expense Reimbursement. Attorney may receive reimbursement for reasonable and necessary expenses consistent with Texas Code of Criminal Procedure art. 26.05(d), and travel outside of Waller County, separate from the Attorney's compensation. Travel expenses (mileage, etc.), are eligible for reimbursement in accordance with Waller County's policy on travel reimbursement for employees. All expenses to be reimbursed must be itemized in writing, supported by invoices and /or vouchers, and submitted to the Judge of the 506th District Court of Waller County for approval.

- a. Attorney shall be reimbursed for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts. Prior court approval shall be obtained from the Judge of the 506th District Court of Waller County, *ex parte*, before incurring expenses for investigation and for mental health and other experts. Attorney shall be prepared to provide the Judge of the 506th District Court of Waller County with a reasonable estimate of the total expenses to be incurred. The request for expenses must state, as applicable:
- (1) the type of investigation to be conducted or the type of expert to be retained;
- (2) specific facts that suggest the investigation will result in admissible evidence or that the services of an expert are reasonably necessary to assist in the preparation of a potential defense; and
- (3) an itemized list of anticipated expenses for each investigation or each expert.
- b. The Judge of the 506th District Court of Waller County shall grant the request for advance payment of expenses in whole or in part if the request is reasonable. If the Judge of the 506th District Court of Waller County denies in whole or in part the request for expenses, the Judge of the 506th District Court of Waller County shall state the reasons for the denial in writing, attach the denial to the confidential request; and submit the request and denial as a sealed exhibit to the record of the case.

- a. Attorney will provide all services required by Senate Bill 7 as passed by the 77th Session of the Texas Legislature in 2001. (As it amends the Texas Code of Criminal Procedures).
- b. Attorney shall provide competent, zealous legal services to each client in a professional, skilled manner consistent with the Attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct ant the Texas Code of Criminal Procedure.
- c. Attorney shall ensure continuity of representation of the client unless relieved or replaced in accordance with art. 26.04(j)(2) of the Texas Code of Criminal Procedure.

- d. Attorney shall not assign, subcontract or delegate any part of the services to be provided by the Attorney under this Contract.
- e. Attorney must submit a monthly progress report to be approved by the Judge of the 506th District Court of Waller County prior to any payment being made under this Contract, in accordance with Art. 26.05 Of the Texas Code of Criminal Procedure. The report shall be on a form substantially the same as attached hereto and included in the Waller County Indigence Plan for Indigent Defense filed with the Texas Indigent Defense Commission.
- f. Attorney must maintain the minimum qualifications to practice law in the state of Texas, and must immediately inform the Judge of the 506th District Court of Waller County of any change in the status of the Attorney's licensure. The Attorney must provide the Judge of the 506th District Court of Waller County with proof of licensure in good standing upon request.
- g. Attorney agrees to indemnify and hold harmless Waller County from any and all claims rising from the delivery of professional services under this contract.
- h. Attorney must report to the Judge of the 506th District Court of Waller County the number of continuing legal education hours completed during each Attorney's reporting year.
- i. Attorney shall maintain an office capable of sending and receiving email correspondence twenty-four hours a day, seven days a week. Further, telephone and cell phone contact information will be maintained with the Court Coordinators of each trial court.
- j. Attorney must provide quality, effective legal assistance and representation to clients to whom Attorney is assigned.
- k. Attorney shall complete all cases once representation is commenced during the term of the contract, unless the attorney is relieved or replaced in accordance with Article 26.04(j)(2), Code of Criminal Procedure. Attorney will be compensated for these uncompleted cases on a case-by-case basis according to the SB7 approved plan.

- 1. Attorney is prohibited from accepting any payments from a client or third party for legal services provided in a case assigned under this contract.
- m. Attorney is prohibited from releasing confidential attorney-client information or work product related to any case covered by this Contract, except when authorized by the Texas Disciplinary Rules of Professional Conduct.
- n. Attorney shall appear in court on each scheduled docket call, on time and prepared. Occasional absences are permitted upon prior approval by the court. Attorney shall be familiar with the Rules of the Second Administrative Region pertaining to the priority of appearances in courts within the Region.
- o. Attorney shall make every reasonable effort to contact the defendant no later than the end of the first working day after the date on which the lawyer is appointed and to conduct an interview in person with the defendant as soon as is practicable after the lawyer is appointed. A letter mailed to the defendant will fulfill the initial contact requirement.
- p. Attorney shall make reasonable efforts to discuss each case with the District Attorney's Office prior to docket call. Attorney shall schedule at least one office visit with the appropriate assistant district attorney on each case between the motions and pretrial settings. Attorney shall comply with the requirements of the mandatory discovery and disclosure requirements provided by law. It is strongly suggested that agreements be reached before docket call and paperwork can be ready for the court when the docket is called.
- q. Article 26.04(j) of the Code of Criminal Procedure requires all attorneys who accept appointments in adult criminal cases to submit an annual statement that describes the percentage of their practice time that is dedicated to work on those appointed cases. Attorneys must submit this statement to each county in which they accept appointments, and the county will forward the information contained in the attorney practice-time statements to the Texas Indigent Defense Commission. The Commission will add this information to other indigent defense information that is made available to the public via the Commission website. Therefore, Attorney is required to submit a practice-time statement to the Judge of the 506th District Court of Waller County

- 7. Conflict. In the event of a conflict of interest between Attorney and any defendant, Attorney shall present evidence to the trial court in which the case is pending, and if ordered by the trial court, be allowed to withdraw from representation in that case. Such withdrawal shall not affect the other terms of this agreement.
- 8. Independent Contractor. Attorney is not an employee of the County, and is, at most, an independent contractor, who shall complete the requirements of this Contract by Attorney's own means and methods of work, and in accordance with the Attorney's professional legal judgment, which shall be in the exclusive charge and control of the Attorney, and is not subject to control or supervision of the County or the Judge of the 506th District Court of Waller County, except as specified in this Contract. THE DEFENDANT IS YOUR CLIENT, NOT THE COUNTY. YOU MUST PROVIDE COMPETENT, ZEALOUS LEGAL SERVICES TO EACH CLIENT IN ACCORDANCE WITH YOUR RESPONSIBILITIES UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT AND THE TEXAS CODE OF CRIMINAL PROCEDURE.
- 9. Termination. This Contract may be terminated by the County for good cause, with the approval of the Judge of the 506th District Court of Waller County. If a reason for termination is found to exist by the Judge of the 506th District Court of Waller County, written notice will be given to Attorney, and a private meeting will be held with the Attorney and the Judge of the 506th District Court of Waller County to discuss the relevant issues, and, thereafter, the Judge of the 506th District Court of Waller County will make a determination on the termination of the Attorney's contract.
- a. County may terminate this agreement if Attorney fails to perform the duties required by this agreement. Such failure must be supported by judicial findings of that failure.
- b. Attorney may terminate this agreement if County fails to make timely payments hereunder.

- c. Attorney may terminate this agreement if, for reasons beyond the control of Attorney, Attorney is unable to perform the duties required hereunder.
- d. This agreement may be mutually terminated for any force majeure or any change in the law, which makes the agreement moot.
- 10. Administration. The Judge of the 506th District Court of Waller County will provide oversight and administration of this Contract to assure that Attorney performs as required under this Contract. Nothing herein shall be interpreted as creating a right or remedy against the County, the Judge of the 506th District Court of Waller County in either his official or individual capacity on the part of any person.
- 11. Disputes. Venue of any proceeding arising under or with regard to this Contract shall be in a court of competent jurisdiction in Waller County.
- 12. Additional Terms and Conditions. A determination that Attorney has given false information in the materials submitted to the County in response to the Request for Qualifications will be grounds for immediate cancellation of this Agreement under the procedures set forth above. Falsification of any report, invoice, billing documentation or other submission by the Attorney will be grounds for immediate cancellation of this Agreement under the procedures set forth above. In addition, such could subject the Attorney to both professional discipline and criminal prosecution. Therefore, it is very important that submissions be thorough and truthful.

Signed and entered into this date: December _________, 2022.

WALLER COUNTY, TEXAS

CARBETT "TREY J. DUMON III

LAWYER

R. JEANETTE PARHAM

(Felony)

This Contract is made by and between Waller County, Texas (County), a political subdivision of the State of Texas, and Michael R. Matlak, State Bar No. 24053978 (Attorney) effective on the date stated below. The purpose of this agreement is for the County to provide legal services to indigent felony defendants in the Criminal Courts of Waller County. Attorney has agreed to provide all services requested, except for those hereinafter described. The Judge of the 506th District Court of Waller County shall have oversight of the administration of this Contract, as provided for herein.

- 1. Term. The term of this Contract shall be for one (1) year, beginning on January 1, 2023, and ending on December 31, 2023, unless sooner terminated as set forth herein.
- 2. Compensation. Attorney will receive the sum of \$5,000.00 per month, for a total of \$60,000.00 for the one (1) year term of the Contract (unless the Contract is terminated sooner).
- 3. Case Load. Felony level Attorney shall handle up to one-eighth (1/8th) of all qualifying felony cases per year that are assigned in Waller County (approximately <u>80</u> cases per year). The Contract does not include appeals or capital cases whether the death penalty is sought or not, and may exclude other cases at the discretion of the Judge of the 506th District Court of Waller County. Caseloads may be adjusted at the discretion of the Judge of the 506th District Court of Waller County.
- 4. Expense Reimbursement. Attorney may receive reimbursement for reasonable and necessary expenses consistent with Texas Code of Criminal Procedure art. 26.05(d), and travel outside of Waller County, separate from the Attorney's compensation. Travel expenses (mileage, etc.), are eligible for reimbursement in accordance with Waller County's policy on travel reimbursement for employees. All expenses to be reimbursed must be itemized in writing, supported by invoices and /or vouchers, and submitted to the Judge of the 506th District Court of Waller County for approval.

- a. Attorney shall be reimbursed for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts. Prior court approval shall be obtained from the Judge of the 506th District Court of Waller County, exparte, before incurring expenses for investigation and for mental health and other experts. Attorney shall be prepared to provide the Judge of the 506th District Court of Waller County with a reasonable estimate of the total expenses to be incurred. The request for expenses must state, as applicable:
- (1) the type of investigation to be conducted or the type of expert to be retained;
- (2) specific facts that suggest the investigation will result in admissible evidence or that the services of an expert are reasonably necessary to assist in the preparation of a potential defense; and
- (3) an itemized list of anticipated expenses for each investigation or each expert.
- b. The Judge of the 506th District Court of Waller County shall grant the request for advance payment of expenses in whole or in part if the request is reasonable. If the Judge of the 506th District Court of Waller County denies in whole or in part the request for expenses, the Judge of the 506th District Court of Waller County shall state the reasons for the denial in writing, attach the denial to the confidential request; and submit the request and denial as a sealed exhibit to the record of the case.

- a. Attorney will provide all services required by Senate Bill 7 as passed by the 77th Session of the Texas Legislature in 2001. (As it amends the Texas Code of Criminal Procedures).
- b. Attorney shall provide competent, zealous legal services to each client in a professional, skilled manner consistent with the Attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct ant the Texas Code of Criminal Procedure.
- c. Attorney shall ensure continuity of representation of the client unless relieved or replaced in accordance with art. 26.04(j)(2) of the Texas Code of Criminal Procedure.

- d. Attorney shall not assign, subcontract or delegate any part of the services to be provided by the Attorney under this Contract.
- e. Attorney must submit a monthly progress report to be approved by the Judge of the 506th District Court of Waller County prior to any payment being made under this Contract, in accordance with Art. 26.05 Of the Texas Code of Criminal Procedure. The report shall be on a form substantially the same as attached hereto and included in the Waller County Indigence Plan for Indigent Defense filed with the Texas Indigent Defense Commission.
- f. Attorney must maintain the minimum qualifications to practice law in the state of Texas, and must immediately inform the Judge of the 506th District Court of Waller County of any change in the status of the Attorney's licensure. The Attorney must provide the Judge of the 506th District Court of Waller County with proof of licensure in good standing upon request.
- g. Attorney agrees to indemnify and hold harmless Waller County from any and all claims rising from the delivery of professional services under this contract.
- h. Attorney must report to the Judge of the 506th District Court of Waller County the number of continuing legal education hours completed during each Attorney's reporting year.
- i. Attorney shall maintain an office capable of sending and receiving email correspondence twenty-four hours a day, seven days a week. Further, telephone and cell phone contact information will be maintained with the Court Coordinators of each trial court.
- j. Attorney must provide quality, effective legal assistance and representation to clients to whom Attorney is assigned.
- k. Attorney shall complete all cases once representation is commenced during the term of the contract, unless the attorney is relieved or replaced in accordance with Article 26.04(j)(2), Code of Criminal Procedure. Attorney will be compensated for these uncompleted cases on a case-by-case basis according to the SB7 approved plan.

- l. Attorney is prohibited from accepting any payments from a client or third party for legal services provided in a case assigned under this contract.
- m. Attorney is prohibited from releasing confidential attorney-client information or work product related to any case covered by this Contract, except when authorized by the Texas Disciplinary Rules of Professional Conduct.
- n. Attorney shall appear in court on each scheduled docket call, on time and prepared. Occasional absences are permitted upon prior approval by the court. Attorney shall be familiar with the Rules of the Second Administrative Region pertaining to the priority of appearances in courts within the Region.
- o. Attorney shall make every reasonable effort to contact the defendant no later than the end of the first working day after the date on which the lawyer is appointed and to conduct an interview in person with the defendant as soon as is practicable after the lawyer is appointed. A letter mailed to the defendant will fulfill the initial contact requirement.
- p. Attorney shall make reasonable efforts to discuss each case with the District Attorney's Office prior to docket call. Attorney shall schedule at least one office visit with the appropriate assistant district attorney on each case between the motions and pretrial settings. Attorney shall comply with the requirements of the mandatory discovery and disclosure requirements provided by law. It is strongly suggested that agreements be reached before docket call and paperwork can be ready for the court when the docket is called.
- q. Article 26.04(j) of the Code of Criminal Procedure requires all attorneys who accept appointments in adult criminal cases to submit an annual statement that describes the percentage of their practice time that is dedicated to work on those appointed cases. Attorneys must submit this statement to each county in which they accept appointments, and the county will forward the information contained in the attorney practice-time statements to the Texas Indigent Defense Commission. The Commission will add this information to other indigent defense information that is made available to the public via the Commission website. Therefore, Attorney is required to submit a practice-time statement to the Judge of the 506th District Court of Waller County

- 7. Conflict. In the event of a conflict of interest between Attorney and any defendant, Attorney shall present evidence to the trial court in which the case is pending, and if ordered by the trial court, be allowed to withdraw from representation in that case. Such withdrawal shall not affect the other terms of this agreement.
- 8. Independent Contractor. Attorney is not an employee of the County, and is, at most, an independent contractor, who shall complete the requirements of this Contract by Attorney's own means and methods of work, and in accordance with the Attorney's professional legal judgment, which shall be in the exclusive charge and control of the Attorney, and is not subject to control or supervision of the County or the Judge of the 506th District Court of Waller County, except as specified in this Contract. THE DEFENDANT IS YOUR CLIENT, NOT THE COUNTY. YOU MUST PROVIDE COMPETENT, ZEALOUS LEGAL SERVICES TO EACH CLIENT IN ACCORDANCE WITH YOUR RESPONSIBILITIES UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT AND THE TEXAS CODE OF CRIMINAL PROCEDURE.
- 9. Termination. This Contract may be terminated by the County for good cause, with the approval of the Judge of the 506th District Court of Waller County. If a reason for termination is found to exist by the Judge of the 506th District Court of Waller County, written notice will be given to Attorney, and a private meeting will be held with the Attorney and the Judge of the 506th District Court of Waller County to discuss the relevant issues, and, thereafter, the Judge of the 506th District Court of Waller County will make a determination on the termination of the Attorney's contract.
- a. County may terminate this agreement if Attorney fails to perform the duties required by this agreement. Such failure must be supported by judicial findings of that failure.
- b. Attorney may terminate this agreement if County fails to make timely payments hereunder.

- c. Attorney may terminate this agreement if, for reasons beyond the control of Attorney, Attorney is unable to perform the duties required hereunder.
- d. This agreement may be mutually terminated for any force majeure or any change in the law, which makes the agreement moot.
- 10. Administration. The Judge of the 506th District Court of Waller County will provide oversight and administration of this Contract to assure that Attorney performs as required under this Contract. Nothing herein shall be interpreted as creating a right or remedy against the County, the Judge of the 506th District Court of Waller County in either his official or individual capacity on the part of any person.
- 11. Disputes. Venue of any proceeding arising under or with regard to this Contract shall be in a court of competent jurisdiction in Waller County.
- 12. Additional Terms and Conditions. A determination that Attorney has given false information in the materials submitted to the County in response to the Request for Qualifications will be grounds for immediate cancellation of this Agreement under the procedures set forth above. Falsification of any report, invoice, billing documentation or other submission by the Attorney will be grounds for immediate cancellation of this Agreement under the procedures set forth above. In addition, such could subject the Attorney to both professional discipline and criminal prosecution. Therefore, it is very important that submissions be thorough and truthful.

Signed and entered into this date: December __/_____, 2022.

WALLER COUNTY, TEXAS

CARBETT "TREY" V. DUMON III

LAWYER

MICHAEL R. MATLAK

(Felony)

This Contract is made by and between Waller County, Texas (County), a political subdivision of the State of Texas, and **Jose E. Mata**, State Bar No. 00794244 (Attorney) effective on the date stated below. The purpose of this agreement is for the County to provide legal services to indigent felony defendants in the Criminal Courts of Waller County. Attorney has agreed to provide all services requested, except for those hereinafter described. The Judge of the 506th District Court of Waller County shall have oversight of the administration of this Contract, as provided for herein.

- 1. Term. The term of this Contract shall be for one (1) year, beginning on January 1, 2023, and ending on December 31, 2023, unless sooner terminated as set forth herein.
- 2. Compensation. Attorney will receive the sum of \$5,000.00 per month, for a total of \$60,000.00 for the one (1) year term of the Contract (unless the Contract is terminated sooner).
- 3. Case Load. Felony level Attorney shall handle up to one-eighth (1/8th) of all qualifying felony cases per year that are assigned in Waller County (approximately <u>80</u> cases per year). The Contract does not include appeals or capital cases whether the death penalty is sought or not, and may exclude other cases at the discretion of the Judge of the 506th District Court of Waller County. Caseloads may be adjusted at the discretion of the Judge of the 506th District Court of Waller County.
- 4. Expense Reimbursement. Attorney may receive reimbursement for reasonable and necessary expenses consistent with Texas Code of Criminal Procedure art. 26.05(d), and travel outside of Waller County, separate from the Attorney's compensation. Travel expenses (mileage, etc.), are eligible for reimbursement in accordance with Waller County's policy on travel reimbursement for employees. All expenses to be reimbursed must be itemized in writing, supported by invoices and /or vouchers, and submitted to the Judge of the 506th District Court of Waller County for approval.

- a. Attorney shall be reimbursed for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts. Prior court approval shall be obtained from the Judge of the 506th District Court of Waller County, *ex parte*, before incurring expenses for investigation and for mental health and other experts. Attorney shall be prepared to provide the Judge of the 506th District Court of Waller County with a reasonable estimate of the total expenses to be incurred. The request for expenses must state, as applicable:
- (1) the type of investigation to be conducted or the type of expert to be retained;
- (2) specific facts that suggest the investigation will result in admissible evidence or that the services of an expert are reasonably necessary to assist in the preparation of a potential defense; and
- (3) an itemized list of anticipated expenses for each investigation or each expert.
- b. The Judge of the 506th District Court of Waller County shall grant the request for advance payment of expenses in whole or in part if the request is reasonable. If the Judge of the 506th District Court of Waller County denies in whole or in part the request for expenses, the Judge of the 506th District Court of Waller County shall state the reasons for the denial in writing, attach the denial to the confidential request; and submit the request and denial as a sealed exhibit to the record of the case.

- a. Attorney will provide all services required by Senate Bill 7 as passed by the 77th Session of the Texas Legislature in 2001. (As it amends the Texas Code of Criminal Procedures).
- b. Attorney shall provide competent, zealous legal services to each client in a professional, skilled manner consistent with the Attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct ant the Texas Code of Criminal Procedure.
- c. Attorney shall ensure continuity of representation of the client unless relieved or replaced in accordance with art. 26.04(j)(2) of the Texas Code of Criminal Procedure.

- d. Attorney shall not assign, subcontract or delegate any part of the services to be provided by the Attorney under this Contract.
- e. Attorney must submit a monthly progress report to be approved by the Judge of the 506th District Court of Waller County prior to any payment being made under this Contract, in accordance with Art. 26.05 Of the Texas Code of Criminal Procedure. The report shall be on a form substantially the same as attached hereto and included in the Waller County Indigence Plan for Indigent Defense filed with the Texas Indigent Defense Commission.
- f. Attorney must maintain the minimum qualifications to practice law in the state of Texas, and must immediately inform the Judge of the 506th District Court of Waller County of any change in the status of the Attorney's licensure. The Attorney must provide the Judge of the 506th District Court of Waller County with proof of licensure in good standing upon request.
- g. Attorney agrees to indemnify and hold harmless Waller County from any and all claims rising from the delivery of professional services under this contract.
- h. Attorney must report to the Judge of the 506th District Court of Waller County the number of continuing legal education hours completed during each Attorney's reporting year.
- i. Attorney shall maintain an office capable of sending and receiving email correspondence twenty-four hours a day, seven days a week. Further, telephone and cell phone contact information will be maintained with the Court Coordinators of each trial court.
- j. Attorney must provide quality, effective legal assistance and representation to clients to whom Attorney is assigned.
- k. Attorney shall complete all cases once representation is commenced during the term of the contract, unless the attorney is relieved or replaced in accordance with Article 26.04(j)(2), Code of Criminal Procedure. Attorney will be compensated for these uncompleted cases on a case-by-case basis according to the SB7 approved plan.

- l. Attorney is prohibited from accepting any payments from a client or third party for legal services provided in a case assigned under this contract.
- m. Attorney is prohibited from releasing confidential attorney-client information or work product related to any case covered by this Contract, except when authorized by the Texas Disciplinary Rules of Professional Conduct.
- n. Attorney shall appear in court on each scheduled docket call, on time and prepared. Occasional absences are permitted upon prior approval by the court. Attorney shall be familiar with the Rules of the Second Administrative Region pertaining to the priority of appearances in courts within the Region.
- o. Attorney shall make every reasonable effort to contact the defendant no later than the end of the first working day after the date on which the lawyer is appointed and to conduct an interview in person with the defendant as soon as is practicable after the lawyer is appointed. A letter mailed to the defendant will fulfill the initial contact requirement.
- p. Attorney shall make reasonable efforts to discuss each case with the District Attorney's Office prior to docket call. Attorney shall schedule at least one office visit with the appropriate assistant district attorney on each case between the motions and pretrial settings. Attorney shall comply with the requirements of the mandatory discovery and disclosure requirements provided by law. It is strongly suggested that agreements be reached before docket call and paperwork can be ready for the court when the docket is called.
- q. Article 26.04(j) of the Code of Criminal Procedure requires all attorneys who accept appointments in adult criminal cases to submit an annual statement that describes the percentage of their practice time that is dedicated to work on those appointed cases. Attorneys must submit this statement to each county in which they accept appointments, and the county will forward the information contained in the attorney practice-time statements to the Texas Indigent Defense Commission. The Commission will add this information to other indigent defense information that is made available to the public via the Commission website. Therefore, Attorney is required to submit a practice-time statement to the Judge of the 506th District Court of Waller County

- 7. Conflict. In the event of a conflict of interest between Attorney and any defendant, Attorney shall present evidence to the trial court in which the case is pending, and if ordered by the trial court, be allowed to withdraw from representation in that case. Such withdrawal shall not affect the other terms of this agreement.
- 8. Independent Contractor. Attorney is not an employee of the County, and is, at most, an independent contractor, who shall complete the requirements of this Contract by Attorney's own means and methods of work, and in accordance with the Attorney's professional legal judgment, which shall be in the exclusive charge and control of the Attorney, and is not subject to control or supervision of the County or the Judge of the 506th District Court of Waller County, except as specified in this Contract. THE DEFENDANT IS YOUR CLIENT, NOT THE COUNTY. YOU MUST PROVIDE ZEALOUS LEGAL COMPETENT. SERVICES TO EACH CLIENT ACCORDANCE WITH YOUR RESPONSIBILITIES UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT AND THE TEXAS CODE OF CRIMINAL PROCEDURE.
- 9. Termination. This Contract may be terminated by the County for good cause, with the approval of the Judge of the 506th District Court of Waller County. If a reason for termination is found to exist by the Judge of the 506th District Court of Waller County, written notice will be given to Attorney, and a private meeting will be held with the Attorney and the Judge of the 506th District Court of Waller County to discuss the relevant issues, and, thereafter, the Judge of the 506th District Court of Waller County will make a determination on the termination of the Attorney's contract.
- a. County may terminate this agreement if Attorney fails to perform the duties required by this agreement. Such failure must be supported by judicial findings of that failure.
- b. Attorney may terminate this agreement if County fails to make timely payments hereunder.

- c. Attorney may terminate this agreement if, for reasons beyond the control of Attorney, Attorney is unable to perform the duties required hereunder.
- d. This agreement may be mutually terminated for any force majeure or any change in the law, which makes the agreement moot.
- 10. Administration. The Judge of the 506th District Court of Waller County will provide oversight and administration of this Contract to assure that Attorney performs as required under this Contract. Nothing herein shall be interpreted as creating a right or remedy against the County, the Judge of the 506th District Court of Waller County in either his official or individual capacity on the part of any person.
- 11. Disputes. Venue of any proceeding arising under or with regard to this Contract shall be in a court of competent jurisdiction in Waller County.
- 12. Additional Terms and Conditions. A determination that Attorney has given false information in the materials submitted to the County in response to the Request for Qualifications will be grounds for immediate cancellation of this Agreement under the procedures set forth above. Falsification of any report, invoice, billing documentation or other submission by the Attorney will be grounds for immediate cancellation of this Agreement under the procedures set forth above. In addition, such could subject the Attorney to both professional discipline and criminal prosecution. Therefore, it is very important that submissions be thorough and truthful.

WALLER COUNTY, TEXAS

CARBETT "TREY" V. DUHON III

LAWYER

(Felony)

This Contract is made by and between Waller County, Texas (County), a political subdivision of the State of Texas, and **Travis W. Fleetwood**, State Bar No. 24050604 (Attorney) effective on the date stated below. The purpose of this agreement is for the County to provide legal services to indigent felony defendants in the Criminal Courts of Waller County. Attorney has agreed to provide all services requested, except for those hereinafter described. The Judge of the 506th District Court of Waller County shall have oversight of the administration of this Contract, as provided for herein.

- 1. Term. The term of this Contract shall be for one (1) year, beginning on January 1, 2023, and ending on December 31, 2023, unless sooner terminated as set forth herein.
- 2. Compensation. Attorney will receive the sum of \$5,000.00 per month, for a total of \$60,000.00 for the one (1) year term of the Contract (unless the Contract is terminated sooner).
- 3. Case Load. Felony level Attorney shall handle up to one-eighth (1/8th) of all qualifying felony cases per year that are assigned in Waller County (approximately <u>80</u> cases per year). The Contract does not include appeals or capital cases whether the death penalty is sought or not, and may exclude other cases at the discretion of the Judge of the 506th District Court of Waller County. Caseloads may be adjusted at the discretion of the Judge of the 506th District Court of Waller County.
- 4. Expense Reimbursement. Attorney may receive reimbursement for reasonable and necessary expenses consistent with Texas Code of Criminal Procedure art. 26.05(d), and travel outside of Waller County, separate from the Attorney's compensation. Travel expenses (mileage, etc.), are eligible for reimbursement in accordance with Waller County's policy on travel reimbursement for employees. All expenses to be reimbursed must be itemized in writing, supported by invoices and /or vouchers, and submitted to the Judge of the 506th District Court of Waller County for approval.

- a. Attorney shall be reimbursed for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts. Prior court approval shall be obtained from the Judge of the 506th District Court of Waller County, ex parte, before incurring expenses for investigation and for mental health and other experts. Attorney shall be prepared to provide the Judge of the 506th District Court of Waller County with a reasonable estimate of the total expenses to be incurred. The request for expenses must state, as applicable:
- (1) the type of investigation to be conducted or the type of expert to be retained;
- (2) specific facts that suggest the investigation will result in admissible evidence or that the services of an expert are reasonably necessary to assist in the preparation of a potential defense; and
- (3) an itemized list of anticipated expenses for each investigation or each expert.
- b. The Judge of the 506th District Court of Waller County shall grant the request for advance payment of expenses in whole or in part if the request is reasonable. If the Judge of the 506th District Court of Waller County denies in whole or in part the request for expenses, the Judge of the 506th District Court of Waller County shall state the reasons for the denial in writing, attach the denial to the confidential request; and submit the request and denial as a sealed exhibit to the record of the case.

- a. Attorney will provide all services required by Senate Bill 7 as passed by the 77th Session of the Texas Legislature in 2001. (As it amends the Texas Code of Criminal Procedures).
- b. Attorney shall provide competent, zealous legal services to each client in a professional, skilled manner consistent with the Attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct ant the Texas Code of Criminal Procedure.
- c. Attorney shall ensure continuity of representation of the client unless relieved or replaced in accordance with art. 26.04(j)(2) of the Texas Code of Criminal Procedure.

- d. Attorney shall not assign, subcontract or delegate any part of the services to be provided by the Attorney under this Contract.
- e. Attorney must submit a monthly progress report to be approved by the Judge of the 506th District Court of Waller County prior to any payment being made under this Contract, in accordance with Art. 26.05 Of the Texas Code of Criminal Procedure. The report shall be on a form substantially the same as attached hereto and included in the Waller County Indigence Plan for Indigent Defense filed with the Texas Indigent Defense Commission.
- f. Attorney must maintain the minimum qualifications to practice law in the state of Texas, and must immediately inform the Judge of the 506th District Court of Waller County of any change in the status of the Attorney's licensure. The Attorney must provide the Judge of the 506th District Court of Waller County with proof of licensure in good standing upon request.
- g. Attorney agrees to indemnify and hold harmless Waller County from any and all claims rising from the delivery of professional services under this contract.
- h. Attorney must report to the Judge of the 506th District Court of Waller County the number of continuing legal education hours completed during each Attorney's reporting year.
- i. Attorney shall maintain an office capable of sending and receiving email correspondence twenty-four hours a day, seven days a week. Further, telephone and cell phone contact information will be maintained with the Court Coordinators of each trial court.
- j. Attorney must provide quality, effective legal assistance and representation to clients to whom Attorney is assigned.
- k. Attorney shall complete all cases once representation is commenced during the term of the contract, unless the attorney is relieved or replaced in accordance with Article 26.04(j)(2), Code of Criminal Procedure. Attorney will be compensated for these uncompleted cases on a case-by-case basis according to the SB7 approved plan.

- l. Attorney is prohibited from accepting any payments from a client or third party for legal services provided in a case assigned under this contract.
- m. Attorney is prohibited from releasing confidential attorney-client information or work product related to any case covered by this Contract, except when authorized by the Texas Disciplinary Rules of Professional Conduct.
- n. Attorney shall appear in court on each scheduled docket call, on time and prepared. Occasional absences are permitted upon prior approval by the court. Attorney shall be familiar with the Rules of the Second Administrative Region pertaining to the priority of appearances in courts within the Region.
- o. Attorney shall make every reasonable effort to contact the defendant no later than the end of the first working day after the date on which the lawyer is appointed and to conduct an interview in person with the defendant as soon as is practicable after the lawyer is appointed. A letter mailed to the defendant will fulfill the initial contact requirement.
- p. Attorney shall make reasonable efforts to discuss each case with the District Attorney's Office prior to docket call. Attorney shall schedule at least one office visit with the appropriate assistant district attorney on each case between the motions and pretrial settings. Attorney shall comply with the requirements of the mandatory discovery and disclosure requirements provided by law. It is strongly suggested that agreements be reached before docket call and paperwork can be ready for the court when the docket is called.
- q. Article 26.04(j) of the Code of Criminal Procedure requires all attorneys who accept appointments in adult criminal cases to submit an annual statement that describes the percentage of their practice time that is dedicated to work on those appointed cases. Attorneys must submit this statement to each county in which they accept appointments, and the county will forward the information contained in the attorney practice-time statements to the Texas Indigent Defense Commission. The Commission will add this information to other indigent defense information that is made available to the public via the Commission website. Therefore, Attorney is required to submit a practice-time statement to the Judge of the 506th District Court of Waller County

- 7. Conflict. In the event of a conflict of interest between Attorney and any defendant, Attorney shall present evidence to the trial court in which the case is pending, and if ordered by the trial court, be allowed to withdraw from representation in that case. Such withdrawal shall not affect the other terms of this agreement.
- 8. Independent Contractor. Attorney is not an employee of the County, and is, at most, an independent contractor, who shall complete the requirements of this Contract by Attorney's own means and methods of work, and in accordance with the Attorney's professional legal judgment, which shall be in the exclusive charge and control of the Attorney, and is not subject to control or supervision of the County or the Judge of the 506th District Court of Waller County, except as specified in this Contract. THE DEFENDANT IS YOUR CLIENT, NOT THE COUNTY. YOU MUST PROVIDE COMPETENT, ZEALOUS LEGAL SERVICES TO EACH CLIENT IN ACCORDANCE WITH YOUR RESPONSIBILITIES UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT AND THE TEXAS CODE OF CRIMINAL PROCEDURE.
- 9. Termination. This Contract may be terminated by the County for good cause, with the approval of the Judge of the 506th District Court of Waller County. If a reason for termination is found to exist by the Judge of the 506th District Court of Waller County, written notice will be given to Attorney, and a private meeting will be held with the Attorney and the Judge of the 506th District Court of Waller County to discuss the relevant issues, and, thereafter, the Judge of the 506th District Court of Waller County will make a determination on the termination of the Attorney's contract.
- a. County may terminate this agreement if Attorney fails to perform the duties required by this agreement. Such failure must be supported by judicial findings of that failure.
- b. Attorney may terminate this agreement if County fails to make timely payments hereunder.

- c. Attorney may terminate this agreement if, for reasons beyond the control of Attorney, Attorney is unable to perform the duties required hereunder.
- d. This agreement may be mutually terminated for any force majeure or any change in the law, which makes the agreement moot.
- 10. Administration. The Judge of the 506th District Court of Waller County will provide oversight and administration of this Contract to assure that Attorney performs as required under this Contract. Nothing herein shall be interpreted as creating a right or remedy against the County, the Judge of the 506th District Court of Waller County in either his official or individual capacity on the part of any person.
- 11. Disputes. Venue of any proceeding arising under or with regard to this Contract shall be in a court of competent jurisdiction in Waller County.
- 12. Additional Terms and Conditions. A determination that Attorney has given false information in the materials submitted to the County in response to the Request for Qualifications will be grounds for immediate cancellation of this Agreement under the procedures set forth above. Falsification of any report, invoice, billing documentation or other submission by the Attorney will be grounds for immediate cancellation of this Agreement under the procedures set forth above. In addition, such could subject the Attorney to both professional discipline and criminal prosecution. Therefore, it is very important that submissions be thorough and truthful.

Signed and entered into this date: December ______, 2022.

WALLER COUNT

CARBETT "TREY" J\DUHŎN III

LAWYER

TRAVIS W. FLEETWOOD

Travis W. Flestwood

(Felony)

This Contract is made by and between Waller County, Texas (County), a political subdivision of the State of Texas, and **Zachary "Zach" Paul Coufal**, State Bar No. 24102829 (Attorney) effective on the date stated below. The purpose of this agreement is for the County to provide legal services to indigent felony defendants in the Criminal Courts of Waller County. Attorney has agreed to provide all services requested, except for those hereinafter described. The Judge of the 506th District Court of Waller County shall have oversight of the administration of this Contract, as provided for herein.

- 1. Term. The term of this Contract shall be for one (1) year, beginning on January 1, 2023, and ending on December 31, 2023, unless sooner terminated as set forth herein.
- 2. Compensation. Attorney will receive the sum of \$5,000.00 per month, for a total of \$60,000.00 for the one (1) year term of the Contract (unless the Contract is terminated sooner).
- 3. Case Load. Felony level Attorney shall handle up to one-eighth (1/8th) of all qualifying felony cases per year that are assigned in Waller County (approximately <u>80</u> cases per year). The Contract does not include appeals or capital cases whether the death penalty is sought or not, and may exclude other cases at the discretion of the Judge of the 506th District Court of Waller County. Caseloads may be adjusted at the discretion of the Judge of the 506th District Court of Waller County.
- 4. Expense Reimbursement. Attorney may receive reimbursement for reasonable and necessary expenses consistent with Texas Code of Criminal Procedure art. 26.05(d), and travel outside of Waller County, separate from the Attorney's compensation. Travel expenses (mileage, etc.), are eligible for reimbursement in accordance with Waller County's policy on travel reimbursement for employees. All expenses to be reimbursed must be itemized in writing, supported by invoices and /or vouchers, and submitted to the Judge of the 506th District Court of Waller County for approval.

- a. Attorney shall be reimbursed for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts. Prior court approval shall be obtained from the Judge of the 506th District Court of Waller County, *ex parte*, before incurring expenses for investigation and for mental health and other experts. Attorney shall be prepared to provide the Judge of the 506th District Court of Waller County with a reasonable estimate of the total expenses to be incurred. The request for expenses must state, as applicable:
- (1) the type of investigation to be conducted or the type of expert to be retained;
- (2) specific facts that suggest the investigation will result in admissible evidence or that the services of an expert are reasonably necessary to assist in the preparation of a potential defense; and
- (3) an itemized list of anticipated expenses for each investigation or each expert.
- b. The Judge of the 506th District Court of Waller County shall grant the request for advance payment of expenses in whole or in part if the request is reasonable. If the Judge of the 506th District Court of Waller County denies in whole or in part the request for expenses, the Judge of the 506th District Court of Waller County shall state the reasons for the denial in writing, attach the denial to the confidential request; and submit the request and denial as a sealed exhibit to the record of the case.

- a. Attorney will provide all services required by Senate Bill 7 as passed by the 77th Session of the Texas Legislature in 2001. (As it amends the Texas Code of Criminal Procedures).
- b. Attorney shall provide competent, zealous legal services to each client in a professional, skilled manner consistent with the Attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct ant the Texas Code of Criminal Procedure.
- c. Attorney shall ensure continuity of representation of the client unless relieved or replaced in accordance with art. 26.04(j)(2) of the Texas Code of Criminal Procedure.

- d. Attorney shall not assign, subcontract or delegate any part of the services to be provided by the Attorney under this Contract.
- e. Attorney must submit a monthly progress report to be approved by the Judge of the 506th District Court of Waller County prior to any payment being made under this Contract, in accordance with Art. 26.05 Of the Texas Code of Criminal Procedure. The report shall be on a form substantially the same as attached hereto and included in the Waller County Indigence Plan for Indigent Defense filed with the Texas Indigent Defense Commission.
- f. Attorney must maintain the minimum qualifications to practice law in the state of Texas, and must immediately inform the Judge of the 506th District Court of Waller County of any change in the status of the Attorney's licensure. The Attorney must provide the Judge of the 506th District Court of Waller County with proof of licensure in good standing upon request.
- g. Attorney agrees to indemnify and hold harmless Waller County from any and all claims rising from the delivery of professional services under this contract.
- h. Attorney must report to the Judge of the 506th District Court of Waller County the number of continuing legal education hours completed during each Attorney's reporting year.
- i. Attorney shall maintain an office capable of sending and receiving email correspondence twenty-four hours a day, seven days a week. Further, telephone and cell phone contact information will be maintained with the Court Coordinators of each trial court.
- j. Attorney must provide quality, effective legal assistance and representation to clients to whom Attorney is assigned.
- k. Attorney shall complete all cases once representation is commenced during the term of the contract, unless the attorney is relieved or replaced in accordance with Article 26.04(j)(2), Code of Criminal Procedure. Attorney will be compensated for these uncompleted cases on a case-by-case basis according to the SB7 approved plan.

- 1. Attorney is prohibited from accepting any payments from a client or third party for legal services provided in a case assigned under this contract.
- m. Attorney is prohibited from releasing confidential attorney-client information or work product related to any case covered by this Contract, except when authorized by the Texas Disciplinary Rules of Professional Conduct.
- n. Attorney shall appear in court on each scheduled docket call, on time and prepared. Occasional absences are permitted upon prior approval by the court. Attorney shall be familiar with the Rules of the Second Administrative Region pertaining to the priority of appearances in courts within the Region.
- o. Attorney shall make every reasonable effort to contact the defendant no later than the end of the first working day after the date on which the lawyer is appointed and to conduct an interview in person with the defendant as soon as is practicable after the lawyer is appointed. A letter mailed to the defendant will fulfill the initial contact requirement.
- p. Attorney shall make reasonable efforts to discuss each case with the District Attorney's Office prior to docket call. Attorney shall schedule at least one office visit with the appropriate assistant district attorney on each case between the motions and pretrial settings. Attorney shall comply with the requirements of the mandatory discovery and disclosure requirements provided by law. It is strongly suggested that agreements be reached before docket call and paperwork can be ready for the court when the docket is called.
- q. Article 26.04(j) of the Code of Criminal Procedure requires all attorneys who accept appointments in adult criminal cases to submit an annual statement that describes the percentage of their practice time that is dedicated to work on those appointed cases. Attorneys must submit this statement to each county in which they accept appointments, and the county will forward the information contained in the attorney practice-time statements to the Texas Indigent Defense Commission. The Commission will add this information to other indigent defense information that is made available to the public via the Commission website. Therefore, Attorney is required to submit a practice-time statement to the Judge of the 506th District Court of Waller County

in an adult criminal case during a fiscal year period that begins on October 1st and ends on September 30th. The statement for this contract period is due no later than October 15, 2023 following the close of the State's fiscal year.

- 7. Conflict. In the event of a conflict of interest between Attorney and any defendant, Attorney shall present evidence to the trial court in which the case is pending, and if ordered by the trial court, be allowed to withdraw from representation in that case. Such withdrawal shall not affect the other terms of this agreement.
- 8. Independent Contractor. Attorney is not an employee of the County, and is, at most, an independent contractor, who shall complete the requirements of this Contract by Attorney's own means and methods of work, and in accordance with the Attorney's professional legal judgment, which shall be in the exclusive charge and control of the Attorney, and is not subject to control or supervision of the County or the Judge of the 506th District Court of Waller County, except as specified in this Contract. THE DEFENDANT IS YOUR CLIENT, NOT THE COUNTY. YOU MUST PROVIDE COMPETENT, ZEALOUS LEGAL SERVICES TO EACH CLIENT IN ACCORDANCE WITH YOUR RESPONSIBILITIES UNDER THE **TEXAS** DISCIPLINARY RULES OF PROFESSIONAL CONDUCT AND THE TEXAS CODE OF CRIMINAL PROCEDURE.
- 9. Termination. This Contract may be terminated by the County for good cause, with the approval of the Judge of the 506th District Court of Waller County. If a reason for termination is found to exist by the Judge of the 506th District Court of Waller County, written notice will be given to Attorney, and a private meeting will be held with the Attorney and the Judge of the 506th District Court of Waller County to discuss the relevant issues, and, thereafter, the Judge of the 506th District Court of Waller County will make a determination on the termination of the Attorney's contract.
- a. County may terminate this agreement if Attorney fails to perform the duties required by this agreement. Such failure must be supported by judicial findings of that failure.
- b. Attorney may terminate this agreement if County fails to make timely payments hereunder.

- c. Attorney may terminate this agreement if, for reasons beyond the control of Attorney, Attorney is unable to perform the duties required hereunder.
- d. This agreement may be mutually terminated for any force majeure or any change in the law, which makes the agreement moot.
- 10. Administration. The Judge of the 506th District Court of Waller County will provide oversight and administration of this Contract to assure that Attorney performs as required under this Contract. Nothing herein shall be interpreted as creating a right or remedy against the County, the Judge of the 506th District Court of Waller County in either his official or individual capacity on the part of any person.
- 11. Disputes. Venue of any proceeding arising under or with regard to this Contract shall be in a court of competent jurisdiction in Waller County.
- 12. Additional Terms and Conditions. A determination that Attorney has given false information in the materials submitted to the County in response to the Request for Qualifications will be grounds for immediate cancellation of this Agreement under the procedures set forth above. Falsification of any report, invoice, billing documentation or other submission by the Attorney will be grounds for immediate cancellation of this Agreement under the procedures set forth above. In addition, such could subject the Attorney to both professional discipline and criminal prosecution. Therefore, it is very important that submissions be thorough and truthful.

WALLER COUNTY, TEXA

CARBETT "TREY" J. DUHON III

LAWYER

CHARY "ZACH" PAUL COUFAL

Page **6** of **6**

(Felony)

This Contract is made by and between Waller County, Texas (County), a political subdivision of the State of Texas, and **Ernest Barrientos**, State Bar No. 01816485 (Attorney) effective on the date stated below. The purpose of this agreement is for the County to provide legal services to indigent felony defendants in the Criminal Courts of Waller County. Attorney has agreed to provide all services requested, except for those hereinafter described. The Judge of the 506th District Court of Waller County shall have oversight of the administration of this Contract, as provided for herein.

- 1. Term. The term of this Contract shall be for one (1) year, beginning on January 1, 2023, and ending on December 31, 2023, unless sooner terminated as set forth herein.
- 2. Compensation. Attorney will receive the sum of \$5,000.00 per month, for a total of \$60,000.00 for the one (1) year term of the Contract (unless the Contract is terminated sooner).
- 3. Case Load. Felony level Attorney shall handle up to one-eighth (1/8th) of all qualifying felony cases per year that are assigned in Waller County (approximately <u>80</u> cases per year). The Contract does not include appeals or capital cases whether the death penalty is sought or not, and may exclude other cases at the discretion of the Judge of the 506th District Court of Waller County. Caseloads may be adjusted at the discretion of the Judge of the 506th District Court of Waller County.
- 4. Expense Reimbursement. Attorney may receive reimbursement for reasonable and necessary expenses consistent with Texas Code of Criminal Procedure art. 26.05(d), and travel outside of Waller County, separate from the Attorney's compensation. Travel expenses (mileage, etc.), are eligible for reimbursement in accordance with Waller County's policy on travel reimbursement for employees. All expenses to be reimbursed must be itemized in writing, supported by invoices and /or vouchers, and submitted to the Judge of the 506th District Court of Waller County for approval.

- a. Attorney shall be reimbursed for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts. Prior court approval shall be obtained from the Judge of the 506th District Court of Waller County, *ex parte*, before incurring expenses for investigation and for mental health and other experts. Attorney shall be prepared to provide the Judge of the 506th District Court of Waller County with a reasonable estimate of the total expenses to be incurred. The request for expenses must state, as applicable:
- (1) the type of investigation to be conducted or the type of expert to be retained;
- (2) specific facts that suggest the investigation will result in admissible evidence or that the services of an expert are reasonably necessary to assist in the preparation of a potential defense; and
- (3) an itemized list of anticipated expenses for each investigation or each expert.
- b. The Judge of the 506th District Court of Waller County shall grant the request for advance payment of expenses in whole or in part if the request is reasonable. If the Judge of the 506th District Court of Waller County denies in whole or in part the request for expenses, the Judge of the 506th District Court of Waller County shall state the reasons for the denial in writing, attach the denial to the confidential request; and submit the request and denial as a sealed exhibit to the record of the case.

- a. Attorney will provide all services required by Senate Bill 7 as passed by the 77th Session of the Texas Legislature in 2001. (As it amends the Texas Code of Criminal Procedures).
- b. Attorney shall provide competent, zealous legal services to each client in a professional, skilled manner consistent with the Attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct ant the Texas Code of Criminal Procedure.
- c. Attorney shall ensure continuity of representation of the client unless relieved or replaced in accordance with art. 26.04(j)(2) of the Texas Code of Criminal Procedure.

- d. Attorney shall not assign, subcontract or delegate any part of the services to be provided by the Attorney under this Contract.
- e. Attorney must submit a monthly progress report to be approved by the Judge of the 506th District Court of Waller County prior to any payment being made under this Contract, in accordance with Art. 26.05 Of the Texas Code of Criminal Procedure. The report shall be on a form substantially the same as attached hereto and included in the Waller County Indigence Plan for Indigent Defense filed with the Texas Indigent Defense Commission.
- f. Attorney must maintain the minimum qualifications to practice law in the state of Texas, and must immediately inform the Judge of the 506th District Court of Waller County of any change in the status of the Attorney's licensure. The Attorney must provide the Judge of the 506th District Court of Waller County with proof of licensure in good standing upon request.
- g. Attorney agrees to indemnify and hold harmless Waller County from any and all claims rising from the delivery of professional services under this contract.
- h. Attorney must report to the Judge of the 506th District Court of Waller County the number of continuing legal education hours completed during each Attorney's reporting year.
- i. Attorney shall maintain an office capable of sending and receiving email correspondence twenty-four hours a day, seven days a week. Further, telephone and cell phone contact information will be maintained with the Court Coordinators of each trial court.
- j. Attorney must provide quality, effective legal assistance and representation to clients to whom Attorney is assigned.
- k. Attorney shall complete all cases once representation is commenced during the term of the contract, unless the attorney is relieved or replaced in accordance with Article 26.04(j)(2), Code of Criminal Procedure. Attorney will be compensated for these uncompleted cases on a case-by-case basis according to the SB7 approved plan.

- l. Attorney is prohibited from accepting any payments from a client or third party for legal services provided in a case assigned under this contract.
- m. Attorney is prohibited from releasing confidential attorney-client information or work product related to any case covered by this Contract, except when authorized by the Texas Disciplinary Rules of Professional Conduct.
- n. Attorney shall appear in court on each scheduled docket call, on time and prepared. Occasional absences are permitted upon prior approval by the court. Attorney shall be familiar with the Rules of the Second Administrative Region pertaining to the priority of appearances in courts within the Region.
- o. Attorney shall make every reasonable effort to contact the defendant no later than the end of the first working day after the date on which the lawyer is appointed and to conduct an interview in person with the defendant as soon as is practicable after the lawyer is appointed. A letter mailed to the defendant will fulfill the initial contact requirement.
- p. Attorney shall make reasonable efforts to discuss each case with the District Attorney's Office prior to docket call. Attorney shall schedule at least one office visit with the appropriate assistant district attorney on each case between the motions and pretrial settings. Attorney shall comply with the requirements of the mandatory discovery and disclosure requirements provided by law. It is strongly suggested that agreements be reached before docket call and paperwork can be ready for the court when the docket is called.
- q. Article 26.04(j) of the Code of Criminal Procedure requires all attorneys who accept appointments in adult criminal cases to submit an annual statement that describes the percentage of their practice time that is dedicated to work on those appointed cases. Attorneys must submit this statement to each county in which they accept appointments, and the county will forward the information contained in the attorney practice-time statements to the Texas Indigent Defense Commission. The Commission will add this information to other indigent defense information that is made available to the public via the Commission website. Therefore, Attorney is required to submit a practice-time statement to the Judge of the 506th District Court of Waller County

in an adult criminal case during a fiscal year period that begins on October 1st and ends on September 30th. The statement for this contract period is due no later than October 15, 2023 following the close of the State's fiscal year.

- 7. Conflict. In the event of a conflict of interest between Attorney and any defendant, Attorney shall present evidence to the trial court in which the case is pending, and if ordered by the trial court, be allowed to withdraw from representation in that case. Such withdrawal shall not affect the other terms of this agreement.
- 8. Independent Contractor. Attorney is not an employee of the County, and is, at most, an independent contractor, who shall complete the requirements of this Contract by Attorney's own means and methods of work, and in accordance with the Attorney's professional legal judgment, which shall be in the exclusive charge and control of the Attorney, and is not subject to control or supervision of the County or the Judge of the 506th District Court of Waller County, except as specified in this Contract. THE DEFENDANT IS YOUR CLIENT, NOT THE COUNTY. YOU MUST PROVIDE COMPETENT, ZEALOUS LEGAL SERVICES TO EACH CLIENT ACCORDANCE WITH YOUR RESPONSIBILITIES UNDER THE **TEXAS** DISCIPLINARY RULES OF PROFESSIONAL CONDUCT AND THE TEXAS CODE OF CRIMINAL PROCEDURE.
- 9. Termination. This Contract may be terminated by the County for good cause, with the approval of the Judge of the 506th District Court of Waller County. If a reason for termination is found to exist by the Judge of the 506th District Court of Waller County, written notice will be given to Attorney, and a private meeting will be held with the Attorney and the Judge of the 506th District Court of Waller County to discuss the relevant issues, and, thereafter, the Judge of the 506th District Court of Waller County will make a determination on the termination of the Attorney's contract.
- a. County may terminate this agreement if Attorney fails to perform the duties required by this agreement. Such failure must be supported by judicial findings of that failure.
- b. Attorney may terminate this agreement if County fails to make timely payments hereunder.

- c. Attorney may terminate this agreement if, for reasons beyond the control of Attorney, Attorney is unable to perform the duties required hereunder.
- d. This agreement may be mutually terminated for any force majeure or any change in the law, which makes the agreement moot.
- 10. Administration. The Judge of the 506th District Court of Waller County will provide oversight and administration of this Contract to assure that Attorney performs as required under this Contract. Nothing herein shall be interpreted as creating a right or remedy against the County, the Judge of the 506th District Court of Waller County in either his official or individual capacity on the part of any person.
- 11. Disputes. Venue of any proceeding arising under or with regard to this Contract shall be in a court of competent jurisdiction in Waller County.
- 12. Additional Terms and Conditions. A determination that Attorney has given false information in the materials submitted to the County in response to the Request for Qualifications will be grounds for immediate cancellation of this Agreement under the procedures set forth above. Falsification of any report, invoice, billing documentation or other submission by the Attorney will be grounds for immediate cancellation of this Agreement under the procedures set forth above. In addition, such could subject the Attorney to both professional discipline and criminal prosecution. Therefore, it is very important that submissions be thorough and truthful.

WALLER COUNTY, TE

CARBETT "TREY" J.\QUHON

LAWYER

FRNEST BARRIENTOS

(Felony)

This Contract is made by and between Waller County, Texas (County), a political subdivision of the State of Texas, and **Robert Cardenas**, State Bar No. 03788400 (Attorney) effective on the date stated below. The purpose of this agreement is for the County to provide legal services to indigent felony defendants in the Criminal Courts of Waller County. Attorney has agreed to provide all services requested, except for those hereinafter described. The Judge of the 506th District Court of Waller County shall have oversight of the administration of this Contract, as provided for herein.

- 1. Term. The term of this Contract shall be for one (1) year, beginning on January 1, 2023, and ending on December 31, 2023, unless sooner terminated as set forth herein.
- 2. Compensation. Attorney will receive the sum of \$5,000.00 per month, for a total of \$60,000.00 for the one (1) year term of the Contract (unless the Contract is terminated sooner).
- 3. Case Load. Felony level Attorney shall handle up to one-eighth (1/8th) of all qualifying felony cases per year that are assigned in Waller County (approximately <u>80</u> cases per year). The Contract does not include appeals or capital cases whether the death penalty is sought or not, and may exclude other cases at the discretion of the Judge of the 506th District Court of Waller County. Caseloads may be adjusted at the discretion of the Judge of the 506th District Court of Waller County.
- 4. Expense Reimbursement. Attorney may receive reimbursement for reasonable and necessary expenses consistent with Texas Code of Criminal Procedure art. 26.05(d), and travel outside of Waller County, separate from the Attorney's compensation. Travel expenses (mileage, etc.), are eligible for reimbursement in accordance with Waller County's policy on travel reimbursement for employees. All expenses to be reimbursed must be itemized in writing, supported by invoices and /or vouchers, and submitted to the Judge of the 506th District Court of Waller County for approval.

- a. Attorney shall be reimbursed for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts. Prior court approval shall be obtained from the Judge of the 506th District Court of Waller County, *ex parte*, before incurring expenses for investigation and for mental health and other experts. Attorney shall be prepared to provide the Judge of the 506th District Court of Waller County with a reasonable estimate of the total expenses to be incurred. The request for expenses must state, as applicable:
- (1) the type of investigation to be conducted or the type of expert to be retained;
- (2) specific facts that suggest the investigation will result in admissible evidence or that the services of an expert are reasonably necessary to assist in the preparation of a potential defense; and
- (3) an itemized list of anticipated expenses for each investigation or each expert.
- b. The Judge of the 506th District Court of Waller County shall grant the request for advance payment of expenses in whole or in part if the request is reasonable. If the Judge of the 506th District Court of Waller County denies in whole or in part the request for expenses, the Judge of the 506th District Court of Waller County shall state the reasons for the denial in writing, attach the denial to the confidential request; and submit the request and denial as a sealed exhibit to the record of the case.

- a. Attorney will provide all services required by Senate Bill 7 as passed by the 77th Session of the Texas Legislature in 2001. (As it amends the Texas Code of Criminal Procedures).
- b. Attorney shall provide competent, zealous legal services to each client in a professional, skilled manner consistent with the Attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct ant the Texas Code of Criminal Procedure.
- c. Attorney shall ensure continuity of representation of the client unless relieved or replaced in accordance with art. 26.04(j)(2) of the Texas Code of Criminal Procedure.

- d. Attorney shall not assign, subcontract or delegate any part of the services to be provided by the Attorney under this Contract.
- e. Attorney must submit a monthly progress report to be approved by the Judge of the 506th District Court of Waller County prior to any payment being made under this Contract, in accordance with Art. 26.05 Of the Texas Code of Criminal Procedure. The report shall be on a form substantially the same as attached hereto and included in the Waller County Indigence Plan for Indigent Defense filed with the Texas Indigent Defense Commission.
- f. Attorney must maintain the minimum qualifications to practice law in the state of Texas, and must immediately inform the Judge of the 506th District Court of Waller County of any change in the status of the Attorney's licensure. The Attorney must provide the Judge of the 506th District Court of Waller County with proof of licensure in good standing upon request.
- g. Attorney agrees to indemnify and hold harmless Waller County from any and all claims rising from the delivery of professional services under this contract.
- h. Attorney must report to the Judge of the 506th District Court of Waller County the number of continuing legal education hours completed during each Attorney's reporting year.
- i. Attorney shall maintain an office capable of sending and receiving email correspondence twenty-four hours a day, seven days a week. Further, telephone and cell phone contact information will be maintained with the Court Coordinators of each trial court.
- j. Attorney must provide quality, effective legal assistance and representation to clients to whom Attorney is assigned.
- k. Attorney shall complete all cases once representation is commenced during the term of the contract, unless the attorney is relieved or replaced in accordance with Article 26.04(j)(2), Code of Criminal Procedure. Attorney will be compensated for these uncompleted cases on a case-by-case basis according to the SB7 approved plan.

- 1. Attorney is prohibited from accepting any payments from a client or third party for legal services provided in a case assigned under this contract.
- m. Attorney is prohibited from releasing confidential attorney-client information or work product related to any case covered by this Contract, except when authorized by the Texas Disciplinary Rules of Professional Conduct.
- n. Attorney shall appear in court on each scheduled docket call, on time and prepared. Occasional absences are permitted upon prior approval by the court. Attorney shall be familiar with the Rules of the Second Administrative Region pertaining to the priority of appearances in courts within the Region.
- o. Attorney shall make every reasonable effort to contact the defendant no later than the end of the first working day after the date on which the lawyer is appointed and to conduct an interview in person with the defendant as soon as is practicable after the lawyer is appointed. A letter mailed to the defendant will fulfill the initial contact requirement.
- p. Attorney shall make reasonable efforts to discuss each case with the District Attorney's Office prior to docket call. Attorney shall schedule at least one office visit with the appropriate assistant district attorney on each case between the motions and pretrial settings. Attorney shall comply with the requirements of the mandatory discovery and disclosure requirements provided by law. It is strongly suggested that agreements be reached before docket call and paperwork can be ready for the court when the docket is called.
- q. Article 26.04(j) of the Code of Criminal Procedure requires all attorneys who accept appointments in adult criminal cases to submit an annual statement that describes the percentage of their practice time that is dedicated to work on those appointed cases. Attorneys must submit this statement to each county in which they accept appointments, and the county will forward the information contained in the attorney practice-time statements to the Texas Indigent Defense Commission. The Commission will add this information to other indigent defense information that is made available to the public via the Commission website. Therefore, Attorney is required to submit a practice-time statement to the Judge of the 506th District Court of Waller County

in an adult criminal case during a fiscal year period that begins on October 1st and ends on September 30th. The statement for this contract period is due no later than October 15, 2023 following the close of the State's fiscal year.

- 7. Conflict. In the event of a conflict of interest between Attorney and any defendant, Attorney shall present evidence to the trial court in which the case is pending, and if ordered by the trial court, be allowed to withdraw from representation in that case. Such withdrawal shall not affect the other terms of this agreement.
- 8. Independent Contractor. Attorney is not an employee of the County, and is, at most, an independent contractor, who shall complete the requirements of this Contract by Attorney's own means and methods of work, and in accordance with the Attorney's professional legal judgment, which shall be in the exclusive charge and control of the Attorney, and is not subject to control or supervision of the County or the Judge of the 506th District Court of Waller County, except as specified in this Contract. THE DEFENDANT IS YOUR CLIENT, NOT THE COUNTY. YOU MUST PROVIDE COMPETENT, ZEALOUS LEGAL SERVICES TO EACH CLIENT IN ACCORDANCE WITH YOUR RESPONSIBILITIES UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT AND THE TEXAS CODE OF CRIMINAL PROCEDURE.
- 9. Termination. This Contract may be terminated by the County for good cause, with the approval of the Judge of the 506th District Court of Waller County. If a reason for termination is found to exist by the Judge of the 506th District Court of Waller County, written notice will be given to Attorney, and a private meeting will be held with the Attorney and the Judge of the 506th District Court of Waller County to discuss the relevant issues, and, thereafter, the Judge of the 506th District Court of Waller County will make a determination on the termination of the Attorney's contract.
- a. County may terminate this agreement if Attorney fails to perform the duties required by this agreement. Such failure must be supported by judicial findings of that failure.
- b. Attorney may terminate this agreement if County fails to make timely payments hereunder.

- c. Attorney may terminate this agreement if, for reasons beyond the control of Attorney, Attorney is unable to perform the duties required hereunder.
- d. This agreement may be mutually terminated for any force majeure or any change in the law, which makes the agreement moot.
- 10. Administration. The Judge of the 506th District Court of Waller County will provide oversight and administration of this Contract to assure that Attorney performs as required under this Contract. Nothing herein shall be interpreted as creating a right or remedy against the County, the Judge of the 506th District Court of Waller County in either his official or individual capacity on the part of any person.
- 11. Disputes. Venue of any proceeding arising under or with regard to this Contract shall be in a court of competent jurisdiction in Waller County.
- 12. Additional Terms and Conditions. A determination that Attorney has given false information in the materials submitted to the County in response to the Request for Qualifications will be grounds for immediate cancellation of this Agreement under the procedures set forth above. Falsification of any report, invoice, billing documentation or other submission by the Attorney will be grounds for immediate cancellation of this Agreement under the procedures set forth above. In addition, such could subject the Attorney to both professional discipline and criminal prosecution. Therefore, it is very important that submissions be thorough and truthful.

Signed and entered into this date: December ______, 2022.

WALLER COUNTY, PEXA

CARBETT "TREY" & DUHON III

LAWYER

ROBERT CARDENAS

(Misdemeanor and Juvenile)

				y and bet									
of	the	State	of	Texas,	and	ROLFE	= W. (GOODE	5	,	State	Bar	No.
06	145	500		_(Attorne	ey) on	the date	stated	below.	The pu	ırpos	se of thi	s agree	ment
				vide lega									
in th	e Coi	inty Co	urt At	Law of V	Waller	County.	Attor	ney has	agree	d to	provide	all ser	vices
requ	ested	, except	t for t	those here	einafte	er describ	oed. J	udge C	arol A	Ch	aney, tl	ne Stat	utory
Cou	nty C	ourt at	Law (of Waller	Coun	ty, shall	have o	oversigh	nt of th	ie ad	ministr	ation o	f this
Con	tract,	as prov	ided 1	for herein									

- 1. Term. The term of this Contract shall be for one (1) year, beginning on January 1, 2023, and ending on December 31, 2023, unless sooner terminated as set forth herein.
- 2. Compensation. Attorney will receive the sum of \$5,000.00 per month, for a total of \$60,000.00 for the one (1) year term of the Contract (unless the Contract is terminated sooner).
- 3. Case Load. Misdemeanor level Attorney shall handle up to one-fifth (1/5th) of all qualifying Misdemeanor cases and Juvenile cases per year that are assigned in Waller County (approximately <u>150</u> cases per year). The Contract does not include appeals or post-conviction actions. Case loads may be adjusted at the discretion of the Statutory County Court at Law of Waller County.
- 4. Expense Reimbursement. Attorney may receive reimbursement for reasonable and necessary expenses consistent with Texas Code of Criminal Procedure art. 26.05(d), and travel outside of Waller County, separate from the Attorney's compensation. Travel expenses (mileage, etc.), are eligible for reimbursement in accordance with Waller County's policy on travel reimbursement for employees. All expenses to be reimbursed must be itemized in writing, supported by invoices and /or vouchers, and submitted to the Statutory County Court at Law of Waller County for approval.

- a. Attorney shall be reimbursed for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts. Prior court approval shall be obtained from the Statutory County Court at Law of Waller County, *ex parte*, before incurring expenses for investigation and for mental health and other experts. Attorney shall be prepared to provide the Statutory County Court at Law of Waller County with a reasonable estimate of the total expenses to be incurred. The request for expenses must state, as applicable:
- (1) the type of investigation to be conducted or the type of expert to be retained:
- (2) specific facts that suggest the investigation will result in admissible evidence or that the services of an expert are reasonably necessary to assist in the preparation of a potential defense; and
- (3) an itemized list of anticipated expenses for each investigation or each expert.
- b. The Judge of the Statutory County Court at Law of Waller County shall grant the request for advance payment of expenses in whole or in part if the request is reasonable. If the Judge of the Statutory County Court at Law of Waller County denies in whole or in part the request for expenses, the Judge of the Statutory County Court at Law of Waller County shall state the reasons for the denial in writing, attach the denial to the confidential request; and submit the request and denial as a sealed exhibit to the record of the case.

- a. Attorney will provide all services required by Senate Bill 7 as passed by the 77th Session of the Texas Legislature in 2001. (As it amends the Texas Code of Criminal Procedures).
- b. Attorney shall provide competent, zealous legal services to each client in a professional, skilled manner consistent with the Attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct ant the Texas Code of Criminal Procedure.
- c. Attorney shall ensure continuity of representation of the client unless relieved or replaced in accordance with art. 26.04(j)(2) of the Texas Code of Criminal Procedure.

- d. Attorney shall not assign, subcontract or delegate any part of the services to be provided by the Attorney under this Contract.
- e. Attorney must submit a monthly progress report to be approved by the Statutory County Court at Law of Waller County prior to any payment being made under this Contract, in accordance with Art. 26.05 of the Texas Code of Criminal Procedure. The report shall be on a form substantially the same as attached hereto and included in the Waller County Indigence Plan for Indigent Defense filed with the Texas Indigent Defense Commission.
- f. Attorney must maintain the minimum qualifications to practice law in the state of Texas, and must immediately inform the Statutory County Court at Law of Waller County of any change in the status of the Attorney's licensure. The Attorney must provide the Statutory County Court at Law of Waller County with proof of licensure in good standing upon request.
- g. Attorney agrees to indemnify and hold harmless Waller County from any and all claims arising from the delivery of professional services under this contract.
- h. Attorney must report to the Statutory County Court at Law of Waller County the number of continuing legal education hours completed during each Attorney's reporting year.
- i. Attorney shall maintain an office capable of sending and receiving email correspondence twenty-four hours a day, seven days a week. Further, telephone and cell phone contact information will be maintained with the Court Coordinator of the Statutory County Court At Law.
- j. Attorney must provide quality, effective legal assistance and representation to clients to whom Attorney is assigned.

- k. Attorney shall complete all cases once representation is commenced during the term of the contract, unless the attorney is relieved or replaced in accordance with Article 26.04(j)(2), Code of Criminal Procedure. Attorney will be compensated for these uncompleted cases on a case-by-case basis according to the SB7 approved plan.
- l. Attorney is prohibited from accepting any payments from a client or third party for legal services provided in a case assigned under this contract.
- m. Attorney is prohibited from releasing confidential attorney-client information or work product related to any case covered by this Contract, except when authorized by the Texas Disciplinary Rules of Professional Conduct.
- n. Attorney shall appear in court on each scheduled docket call, on time and prepared. Occasional absences are permitted upon prior approval by the court. Attorney shall be familiar with the Rules of the Second Administrative Region pertaining to the priority of appearances in courts within the Region.
- o. Attorney shall make every reasonable effort to contact the defendant no later than the end of the first working day after the date on which the lawyer is appointed and to conduct an interview with the defendant as soon as is practicable after the lawyer is appointed. A letter mailed to the defendant will fulfill the initial contact requirement.
- p. Attorney shall make reasonable efforts to discuss each case with the District Attorney's Office prior to docket call. Attorney shall schedule at least one visit with the appropriate assistant district attorney on each case between the motions and pretrial settings. Attorney shall comply with the requirements of the mandatory discovery and disclosure requirements provided by law. It is strongly suggested that agreements be reached before docket call and paperwork can be ready for the court when the docket is called.
- q. Article 26.04(j) of the Code of Criminal Procedure requires all attorneys who accept appointments in adult criminal cases to submit an annual statement that describes the percentage of their practice time that is dedicated to work on those appointed cases. Attorneys must submit this statement to each county in which they accept appointments, and the county will forward the information contained in the attorney practice-time statements to the Texas Indigent Defense Commission. The Commission will add this information to other indigent

defense information that is made available to the public via the Commission website. Therefore, Attorney is required to submit a practice-time statement to the Statutory County Court at Law of Waller County in an adult criminal case during a fiscal year period that begins on October 1st and ends on September 30th. The statement for this contract period is due no later than October 15, 2022 following the close of the State's fiscal year.

- 7. Conflict. In the event of a conflict of interest between Attorney and any defendant, Attorney shall present evidence to the trial court in which the case is pending, and if ordered by the trial court, be allowed to withdraw from representation in that case. Such withdrawal shall not affect the other terms of this agreement.
- 8. Independent Contractor. Attorney is not an employee of the County, and is, at most, an independent contractor, who shall complete the requirements of this Contract by Attorney's own means and methods of work, and in accordance with the Attorney's professional legal judgment, which shall be in the exclusive charge and control of the Attorney, and is not subject to control or supervision of the County or the Statutory County Court at Law of Waller County, except as specified in this Contract. THE DEFENDANT IS YOUR CLIENT, NOT THE COUNTY. YOU MUST PROVIDE COMPETENT, ZEALOUS LEGAL SERVICES TO EACH CLIENT IN ACCORDANCE WITH YOUR RESPONSIBILITIES UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT AND THE TEXAS CODE OF CRIMINAL PROCEDURE.
- 9. Termination. This Contract may be terminated by the County for good cause, with the approval of the Judge of the Statutory County Court at Law of Waller County. If a reason for termination is found to exist by the Judge of the Statutory County Court at Law of Waller County, written notice will be given to Attorney, and a private meeting will be held with the Attorney and the Judge of the Statutory County Court at Law of Waller County to discuss the relevant issues, and, thereafter, the Judge of the Statutory County Court at Law of Waller County will make a determination on the termination of the Attorney's contract.
- a. County may terminate this agreement if Attorney fails to perform the duties required by this agreement. Such failure must be supported by judicial findings of that failure.
- b. Attorney may terminate this agreement if County fails to make timely payments hereunder.

- c. Attorney may terminate this agreement if, for reasons beyond the control of Attorney, Attorney is unable to perform the duties required hereunder.
- d. This agreement may be mutually terminated for any force majeure or any change in the law, which makes the agreement moot.
- 10. Administration. The Judge of the Statutory County Court at Law of Waller County will provide oversight and administration of this Contract to assure that Attorney performs as required under this Contract. Nothing herein shall be interpreted as creating a right or remedy against the County, the Judge of the Statutory County Court at Law of Waller County in either her official or individual capacity on the part of any person.
- 11. Disputes. Venue of any proceeding arising under or with regard to this Contract shall be in a court of competent jurisdiction in Waller County.
- 12. Additional Terms and Conditions. A determination that Attorney has given false information in the materials submitted to the County in response to the Request for Qualifications will be grounds for immediate cancellation of this Agreement under the procedures set forth above. Falsification of any report, invoice, billing documentation or other submission by the Attorney will be grounds for immediate cancellation of this Agreement under the procedures set forth above. In addition, such could subject the Attorney to both professional discipline and criminal prosecution. Therefore, it is very important that submissions be thorough and truthful.

Signed and entered into this date:	DEC 1 4 2022
WALLER COUNTY TEXAS	LAWYER R. W. Koode
CARBETT "TREY" J. DUHON III	ROLFE W. GOODE (Lawyer's printed name)

(Misdemeanor and Juvenile)

This	Cont	ract is m	nade t	y and bet	ween '	Waller C	County, Tex	xas(Co	unty), a	political	subdiv	ision
of	the	State	of	Texas,	and	Ben	Beck	use	14,	State	Bar	No.
14	103	839		_(Attorne	ey) on	the date	stated bel	ow. Th	ne purpo	se of this	s agree	ment
							digent mis					
in th	e Coi	ınty Coı	ırt At	Law of V	Waller	County	. Attorney	y has aş	greed to	provide	all ser	vices
requ	ested	, except	for t	those here	einafte	er descri	ibed. Juda	ge Caro	ol A. Cł	naney, tł	ne Stat	utory
Cou	nty C	ourt at 1	Law o	of Waller	Coun	ty, shall	have ove	rsight o	of the ac	lministra	ation o	f this
Con	tract,	as prov	ided f	for herein								

- 1. Term. The term of this Contract shall be for one (1) year, beginning on January 1, 2023, and ending on December 31, 2023, unless sooner terminated as set forth herein.
- 2. Compensation. Attorney will receive the sum of \$5,000.00 per month, for a total of \$60,000.00 for the one (1) year term of the Contract (unless the Contract is terminated sooner).
- 3. Case Load. Misdemeanor level Attorney shall handle up to one-fifth (1/5th) of all qualifying Misdemeanor cases and Juvenile cases per year that are assigned in Waller County (approximately <u>150</u> cases per year). The Contract does not include appeals or post-conviction actions. Case loads may be adjusted at the discretion of the Statutory County Court at Law of Waller County.
- 4. Expense Reimbursement. Attorney may receive reimbursement for reasonable and necessary expenses consistent with Texas Code of Criminal Procedure art. 26.05(d), and travel outside of Waller County, separate from the Attorney's compensation. Travel expenses (mileage, etc.), are eligible for reimbursement in accordance with Waller County's policy on travel reimbursement for employees. All expenses to be reimbursed must be itemized in writing, supported by invoices and /or vouchers, and submitted to the Statutory County Court at Law of Waller County for approval.

- a. Attorney shall be reimbursed for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts. Prior court approval shall be obtained from the Statutory County Court at Law of Waller County, *ex parte*, before incurring expenses for investigation and for mental health and other experts. Attorney shall be prepared to provide the Statutory County Court at Law of Waller County with a reasonable estimate of the total expenses to be incurred. The request for expenses must state, as applicable:
- (1) the type of investigation to be conducted or the type of expert to be retained;
- (2) specific facts that suggest the investigation will result in admissible evidence or that the services of an expert are reasonably necessary to assist in the preparation of a potential defense; and
- (3) an itemized list of anticipated expenses for each investigation or each expert.
- b. The Judge of the Statutory County Court at Law of Waller County shall grant the request for advance payment of expenses in whole or in part if the request is reasonable. If the Judge of the Statutory County Court at Law of Waller County denies in whole or in part the request for expenses, the Judge of the Statutory County Court at Law of Waller County shall state the reasons for the denial in writing, attach the denial to the confidential request; and submit the request and denial as a sealed exhibit to the record of the case.

- a. Attorney will provide all services required by Senate Bill 7 as passed by the 77th Session of the Texas Legislature in 2001. (As it amends the Texas Code of Criminal Procedures).
- b. Attorney shall provide competent, zealous legal services to each client in a professional, skilled manner consistent with the Attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct ant the Texas Code of Criminal Procedure.
- c. Attorney shall ensure continuity of representation of the client unless relieved or replaced in accordance with art. 26.04(j)(2) of the Texas Code of Criminal Procedure.

- d. Attorney shall not assign, subcontract or delegate any part of the services to be provided by the Attorney under this Contract.
- e. Attorney must submit a monthly progress report to be approved by the Statutory County Court at Law of Waller County prior to any payment being made under this Contract, in accordance with Art. 26.05 of the Texas Code of Criminal Procedure. The report shall be on a form substantially the same as attached hereto and included in the Waller County Indigence Plan for Indigent Defense filed with the Texas Indigent Defense Commission.
- f. Attorney must maintain the minimum qualifications to practice law in the state of Texas, and must immediately inform the Statutory County Court at Law of Waller County of any change in the status of the Attorney's licensure. The Attorney must provide the Statutory County Court at Law of Waller County with proof of licensure in good standing upon request.
- g. Attorney agrees to indemnify and hold harmless Waller County from any and all claims arising from the delivery of professional services under this contract.
- h. Attorney must report to the Statutory County Court at Law of Waller County the number of continuing legal education hours completed during each Attorney's reporting year.
- i. Attorney shall maintain an office capable of sending and receiving email correspondence twenty-four hours a day, seven days a week. Further, telephone and cell phone contact information will be maintained with the Court Coordinator of the Statutory Court At Law.
- j. Attorney must provide quality, effective legal assistance and representation to clients to whom Attorney is assigned.

- k. Attorney shall complete all cases once representation is commenced during the term of the contract, unless the attorney is relieved or replaced in accordance with Article 26.04(j)(2), Code of Criminal Procedure. Attorney will be compensated for these uncompleted cases on a case-by-case basis according to the SB7 approved plan.
- 1. Attorney is prohibited from accepting any payments from a client or third party for legal services provided in a case assigned under this contract.
- m. Attorney is prohibited from releasing confidential attorney-client information or work product related to any case covered by this Contract, except when authorized by the Texas Disciplinary Rules of Professional Conduct.
- n. Attorney shall appear in court on each scheduled docket call, on time and prepared. Occasional absences are permitted upon prior approval by the court. Attorney shall be familiar with the Rules of the Second Administrative Region pertaining to the priority of appearances in courts within the Region.
- o. Attorney shall make every reasonable effort to contact the defendant no later than the end of the first working day after the date on which the lawyer is appointed and to conduct an interview with the defendant as soon as is practicable after the lawyer is appointed. A letter mailed to the defendant will fulfill the initial contact requirement.
- p. Attorney shall make reasonable efforts to discuss each case with the District Attorney's Office prior to docket call. Attorney shall schedule at least one visit with the appropriate assistant district attorney on each case between the motions and pretrial settings. Attorney shall comply with the requirements of the mandatory discovery and disclosure requirements provided by law. It is strongly suggested that agreements be reached before docket call and paperwork can be ready for the court when the docket is called.
- q. Article 26.04(j) of the Code of Criminal Procedure requires all attorneys who accept appointments in adult criminal cases to submit an annual statement that describes the percentage of their practice time that is dedicated to work on those appointed cases. Attorneys must submit this statement to each county in which they accept appointments, and the county will forward the information contained in the attorney practice-time statements to the Texas Indigent Defense Commission. The Commission will add this information to other indigent

defense information that is made available to the public via the Commission website. Therefore, Attorney is required to submit a practice-time statement to the Statutory County Court at Law of Waller County in an adult criminal case during a fiscal year period that begins on October 1st and ends on September 30th. The statement for this contract period is due no later than October 15, 2022 following the close of the State's fiscal year.

- 7. Conflict. In the event of a conflict of interest between Attorney and any defendant, Attorney shall present evidence to the trial court in which the case is pending, and if ordered by the trial court, be allowed to withdraw from representation in that case. Such withdrawal shall not affect the other terms of this agreement.
- 8. Independent Contractor. Attorney is not an employee of the County, and is, at most, an independent contractor, who shall complete the requirements of this Contract by Attorney's own means and methods of work, and in accordance with the Attorney's professional legal judgment, which shall be in the exclusive charge and control of the Attorney, and is not subject to control or supervision of the County or the Statutory County Court at Law of Waller County, except as specified in this Contract. THE DEFENDANT IS YOUR CLIENT, NOT THE COUNTY. YOU MUST PROVIDE COMPETENT, ZEALOUS LEGAL SERVICES TO EACH CLIENT IN ACCORDANCE WITH YOUR RESPONSIBILITIES UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT AND THE TEXAS CODE OF CRIMINAL PROCEDURE.
- 9. Termination. This Contract may be terminated by the County for good cause, with the approval of the Judge of the Statutory County Court at Law of Waller County. If a reason for termination is found to exist by the Judge of the Statutory County Court at Law of Waller County, written notice will be given to Attorney, and a private meeting will be held with the Attorney and the Judge of the Statutory County Court at Law of Waller County to discuss the relevant issues, and, thereafter, the Judge of the Statutory County Court at Law of Waller County will make a determination on the termination of the Attorney's contract.
- a. County may terminate this agreement if Attorney fails to perform the duties required by this agreement. Such failure must be supported by judicial findings of that failure.
- b. Attorney may terminate this agreement if County fails to make timely payments hereunder.

- c. Attorney may terminate this agreement if, for reasons beyond the control of Attorney, Attorney is unable to perform the duties required hereunder.
- d. This agreement may be mutually terminated for any force majeure or any change in the law, which makes the agreement moot.
- 10. Administration. The Judge of the Statutory County Court at Law of Waller County will provide oversight and administration of this Contract to assure that Attorney performs as required under this Contract. Nothing herein shall be interpreted as creating a right or remedy against the County, the Judge of the Statutory County Court at Law of Waller County in either her official or individual capacity on the part of any person.
- 11. Disputes. Venue of any proceeding arising under or with regard to this Contract shall be in a court of competent jurisdiction in Waller County.
- 12. Additional Terms and Conditions. A determination that Attorney has given false information in the materials submitted to the County in response to the Request for Qualifications will be grounds for immediate cancellation of this Agreement under the procedures set forth above. Falsification of any report, invoice, billing documentation or other submission by the Attorney will be grounds for immediate cancellation of this Agreement under the procedures set forth above. In addition, such could subject the Attorney to both professional discipline and criminal prosecution. Therefore, it is very important that submissions be thorough and truthful.

Signed and entered into this date: _//-	30-22
WALLER COUNTY, TEXAS	LAWYER Begge 13 Bond
CARBETT "TREY" J. DUHON III	Ben Beckwarth
	(Lawyer's printed name)

(Misdemeanor and Juvenile)

This Contract is made b	y and between	Waller County,	Texas (County), a	political su	ıbdivisior
of the State of	Texas, and	Stefanie	Gorakz,	State 1	Bar No
24068123					
is for the County to pro	vide legal serv	rices to indigent	misdemeanor and	juvenile d	efendant
in the County Court At	Law of Walle	er County. Atto	rney has agreed to	provide al	ll service:
requested, except for	those hereinaft	ter described	Judge Carol A. Cl	naney, the	Statutory
County Court at Law	of Waller Cou	nty, shall have	oversight of the ac	dministrati	on of this
Contract, as provided to	for herein.				

- 1. Term. The term of this Contract shall be for one (1) year, beginning on January 1, 2023, and ending on December 31, 2023, unless sooner terminated as set forth herein.
- 2. Compensation. Attorney will receive the sum of \$\sum_{5,000.00}\$ per month, for a total of \$\sum_{60,000.00}\$ for the one (1) year term of the Contract (unless the Contract is terminated sooner).
- 3. Case Load. Misdemeanor level Attorney shall handle up to one-fifth (1/5th) of all qualifying Misdemeanor cases and Juvenile cases per year that are assigned in Waller County (approximately <u>150</u> cases per year). The Contract does not include appeals or post-conviction actions. Case loads may be adjusted at the discretion of the Statutory County Court at Law of Waller County.
- 4. Expense Reimbursement. Attorney may receive reimbursement for reasonable and necessary expenses consistent with Texas Code of Criminal Procedure art. 26.05(d), and travel outside of Waller County, separate from the Attorney's compensation. Travel expenses (mileage, etc.), are eligible for reimbursement in accordance with Waller County's policy on travel reimbursement for employees. All expenses to be reimbursed must be itemized in writing, supported by invoices and /or vouchers, and submitted to the Statutory County Court at Law of Waller County for approval.

- a. Attorney shall be reimbursed for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts. Prior court approval shall be obtained from the Statutory County Court at Law of Waller County, *ex parte*, before incurring expenses for investigation and for mental health and other experts. Attorney shall be prepared to provide the Statutory County Court at Law of Waller County with a reasonable estimate of the total expenses to be incurred. The request for expenses must state, as applicable:
- (1) the type of investigation to be conducted or the type of expert to be retained;
- (2) specific facts that suggest the investigation will result in admissible evidence or that the services of an expert are reasonably necessary to assist in the preparation of a potential defense; and
- (3) an itemized list of anticipated expenses for each investigation or each expert.
- b. The Judge of the Statutory County Court at Law of Waller County shall grant the request for advance payment of expenses in whole or in part if the request is reasonable. If the Judge of the Statutory County Court at Law of Waller County denies in whole or in part the request for expenses, the Judge of the Statutory County Court at Law of Waller County shall state the reasons for the denial in writing, attach the denial to the confidential request; and submit the request and denial as a sealed exhibit to the record of the case.

- a. Attorney will provide all services required by Senate Bill 7 as passed by the 77th Session of the Texas Legislature in 2001. (As it amends the Texas Code of Criminal Procedures).
- b. Attorney shall provide competent, zealous legal services to each client in a professional, skilled manner consistent with the Attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct and the Texas Code of Criminal Procedure.
- c. Attorney shall ensure continuity of representation of the client unless relieved or replaced in accordance with art. 26.04(j)(2) of the Texas Code of Criminal Procedure.

- d. Attorney shall not assign, subcontract or delegate any part of the services to be provided by the Attorney under this Contract.
- e. Attorney must submit a monthly progress report to be approved by the Statutory County Court at Law of Waller County prior to any payment being made under this Contract, in accordance with Art. 26.05 of the Texas Code of Criminal Procedure. The report shall be on a form substantially the same as attached hereto and included in the Waller County Indigence Plan for Indigent Defense filed with the Texas Indigent Defense Commission.
- f. Attorney must maintain the minimum qualifications to practice law in the state of Texas, and must immediately inform the Statutory County Court at Law of Waller County of any change in the status of the Attorney's licensure. The Attorney must provide the Statutory County Court at Law of Waller County with proof of licensure in good standing upon request.
- g. Attorney agrees to indemnify and hold harmless Waller County from any and all claims arising from the delivery of professional services under this contract.
- h. Attorney must report to the Statutory County Court at Law of Waller County the number of continuing legal education hours completed during each Attorney's reporting year.
- i. Attorney shall maintain an office capable of sending and receiving email correspondence twenty-four hours a day, seven days a week. Further, telephone and cell phone contact information will be maintained with the Court Coordinator of the Statutory Court At Law.
- j. Attorney must provide quality, effective legal assistance and representation to clients to whom Attorney is assigned.

- k. Attorney shall complete all cases once representation is commenced during the term of the contract, unless the attorney is relieved or replaced in accordance with Article 26.04(j)(2), Code of Criminal Procedure. Attorney will be compensated for these uncompleted cases on a case-by-case basis according to the SB7 approved plan.
- l. Attorney is prohibited from accepting any payments from a client or third party for legal services provided in a case assigned under this contract.
- m. Attorney is prohibited from releasing confidential attorney-client information or work product related to any case covered by this Contract, except when authorized by the Texas Disciplinary Rules of Professional Conduct.
- n. Attorney shall appear in court on each scheduled docket call, on time and prepared. Occasional absences are permitted upon prior approval by the court. Attorney shall be familiar with the Rules of the Second Administrative Region pertaining to the priority of appearances in courts within the Region.
- o. Attorney shall make every reasonable effort to contact the defendant no later than the end of the first working day after the date on which the lawyer is appointed and to conduct an interview with the defendant as soon as is practicable after the lawyer is appointed. A letter mailed to the defendant will fulfill the initial contact requirement.
- p. Attorney shall make reasonable efforts to discuss each case with the District Attorney's Office prior to docket call. Attorney shall schedule at least one visit with the appropriate assistant district attorney on each case between the motions and pretrial settings. Attorney shall comply with the requirements of the mandatory discovery and disclosure requirements provided by law. It is strongly suggested that agreements be reached before docket call and paperwork can be ready for the court when the docket is called.
- q. Article 26.04(j) of the Code of Criminal Procedure requires all attorneys who accept appointments in adult criminal cases to submit an annual statement that describes the percentage of their practice time that is dedicated to work on those appointed cases. Attorneys must submit this statement to each county in which they accept appointments, and the county will forward the information contained in the attorney practice-time statements to the Texas Indigent Defense Commission. The Commission will add this information to other indigent

defense information that is made available to the public via the Commission website. Therefore, Attorney is required to submit a practice-time statement to the Statutory County Court at Law of Waller County in an adult criminal case during a fiscal year period that begins on October 1st and ends on September 30th. The statement for this contract period is due no later than October 15, 2022 following the close of the State's fiscal year.

- 7. Conflict. In the event of a conflict of interest between Attorney and any defendant, Attorney shall present evidence to the trial court in which the case is pending, and if ordered by the trial court, be allowed to withdraw from representation in that case. Such withdrawal shall not affect the other terms of this agreement.
- 8. Independent Contractor. Attorney is not an employee of the County, and is, at most, an independent contractor, who shall complete the requirements of this Contract by Attorney's own means and methods of work, and in accordance with the Attorney's professional legal judgment, which shall be in the exclusive charge and control of the Attorney, and is not subject to control or supervision of the County or the Statutory County Court at Law of Waller County, except as specified in this Contract. THE DEFENDANT IS YOUR CLIENT, NOT THE COUNTY. YOU MUST PROVIDE COMPETENT, ZEALOUS LEGAL SERVICES TO EACH CLIENT IN ACCORDANCE WITH YOUR RESPONSIBILITIES UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT AND THE TEXAS CODE OF CRIMINAL PROCEDURE.
- 9. Termination. This Contract may be terminated by the County for good cause, with the approval of the Judge of the Statutory County Court at Law of Waller County. If a reason for termination is found to exist by the Judge of the Statutory County Court at Law of Waller County, written notice will be given to Attorney, and a private meeting will be held with the Attorney and the Judge of the Statutory County Court at Law of Waller County to discuss the relevant issues, and, thereafter, the Judge of the Statutory County Court at Law of Waller County will make a determination on the termination of the Attorney's contract.
- a. County may terminate this agreement if Attorney fails to perform the duties required by this agreement. Such failure must be supported by judicial findings of that failure.
- b. Attorney may terminate this agreement if County fails to make timely payments hereunder.

- c. Attorney may terminate this agreement if, for reasons beyond the control of Attorney, Attorney is unable to perform the duties required hereunder.
- d. This agreement may be mutually terminated for any force majeure or any change in the law, which makes the agreement moot.
- 10. Administration. The Judge of the Statutory County Court at Law of Waller County will provide oversight and administration of this Contract to assure that Attorney performs as required under this Contract. Nothing herein shall be interpreted as creating a right or remedy against the County, the Judge of the Statutory County Court at Law of Waller County in either her official or individual capacity on the part of any person.
- 11. Disputes. Venue of any proceeding arising under or with regard to this Contract shall be in a court of competent jurisdiction in Waller County.
- 12. Additional Terms and Conditions. A determination that Attorney has given false information in the materials submitted to the County in response to the Request for Qualifications will be grounds for immediate cancellation of this Agreement under the procedures set forth above. Falsification of any report, invoice, billing documentation or other submission by the Attorney will be grounds for immediate cancellation of this Agreement under the procedures set forth above. In addition, such could subject the Attorney to both professional discipline and criminal prosecution. Therefore, it is very important that submissions be thorough and truthful.

Signed and entered into this date:	DEC 1 4 2022
WALLER COUNTY/TEXAS	LAWYER
CARBETT "TREY" J. DUHON III	Stefanie Gonzalez
	(Lawyer's printed name)

CONTRACT FOR LEGAL SERVICES TO CRIMINAL DEFENDANTS FOR 2023

(Misdemeanor and Juvenile)

This	Cont	ract is n	nade b	y and bet	ween '	Waller Count	y, Texas	(County), a	political	subdiv	ision
of	the	State	of	Texas,	and	Patrice	(Ar	minth.	State	Bar	No.
00	779.	5891		_(Attorne	ey) on	the date state	ed below.	The purpo	se of thi	s agree	ment
is fo	r the	County	to pro	vide lega	l servi	ces to indige	nt misdei	neanor and	juvenile	defen	dants
in th	ne Cou	unty Co	urt At	Law of V	Waller	County. At	torney ha	s agreed to	provide	all ser	vices
requ	iested	, excep	t for t	hose here	einafte	er described.	Judge (Carol A. Cl	haney, tl	ne Stat	utory
Cou	nty C	ourt at	Law o	of Waller	Coun	ty, shall hav	e oversig	ht of the ac	dministra	ation o	f this
Con	tract,	as prov	ided f	or herein	•						

NOW, THEREFORE, the parties agree as follows:

- 1. Term. The term of this Contract shall be for one (1) year, beginning on January 1, 2023, and ending on December 31, 2023, unless sooner terminated as set forth herein.
- 2. Compensation. Attorney will receive the sum of \$5,000.00 per month, for a total of \$60,000.00 for the one (1) year term of the Contract (unless the Contract is terminated sooner).
- 3. Case Load. Misdemeanor level Attorney shall handle up to one-fifth (1/5th) of all qualifying Misdemeanor cases and Juvenile cases per year that are assigned in Waller County (approximately <u>150</u> cases per year). The Contract does not include appeals or post-conviction actions. Case loads may be adjusted at the discretion of the Statutory County Court at Law of Waller County.
- 4. Expense Reimbursement. Attorney may receive reimbursement for reasonable and necessary expenses consistent with Texas Code of Criminal Procedure art. 26.05(d), and travel outside of Waller County, separate from the Attorney's compensation. Travel expenses (mileage, etc.), are eligible for reimbursement in accordance with Waller County's policy on travel reimbursement for employees. All expenses to be reimbursed must be itemized in writing, supported by invoices and /or vouchers, and submitted to the Statutory County Court at Law of Waller County for approval.

5. Investigative and Expert Expenses:

- a. Attorney shall be reimbursed for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts. Prior court approval shall be obtained from the Statutory County Court at Law of Waller County, *ex parte*, before incurring expenses for investigation and for mental health and other experts. Attorney shall be prepared to provide the Statutory County Court at Law of Waller County with a reasonable estimate of the total expenses to be incurred. The request for expenses must state, as applicable:
- (1) the type of investigation to be conducted or the type of expert to be retained;
- (2) specific facts that suggest the investigation will result in admissible evidence or that the services of an expert are reasonably necessary to assist in the preparation of a potential defense; and
- (3) an itemized list of anticipated expenses for each investigation or each expert.
- b. The Judge of the Statutory County Court at Law of Waller County shall grant the request for advance payment of expenses in whole or in part if the request is reasonable. If the Judge of the Statutory County Court at Law of Waller County denies in whole or in part the request for expenses, the Judge of the Statutory County Court at Law of Waller County shall state the reasons for the denial in writing, attach the denial to the confidential request; and submit the request and denial as a sealed exhibit to the record of the case.

6. Standards of Performance.

- a. Attorney will provide all services required by Senate Bill 7 as passed by the 77th Session of the Texas Legislature in 2001. (As it amends the Texas Code of Criminal Procedures).
- b. Attorney shall provide competent, zealous legal services to each client in a professional, skilled manner consistent with the Attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct ant the Texas Code of Criminal Procedure.
- c. Attorney shall ensure continuity of representation of the client unless relieved or replaced in accordance with art. 26.04(j)(2) of the Texas Code of Criminal Procedure.

- d. Attorney shall not assign, subcontract or delegate any part of the services to be provided by the Attorney under this Contract.
- e. Attorney must submit a monthly progress report to be approved by the Statutory County Court at Law of Waller County prior to any payment being made under this Contract, in accordance with Art. 26.05 of the Texas Code of Criminal Procedure. The report shall be on a form substantially the same as attached hereto and included in the Waller County Indigence Plan for Indigent Defense filed with the Texas Indigent Defense Commission.
- f. Attorney must maintain the minimum qualifications to practice law in the state of Texas, and must immediately inform the Statutory County Court at Law of Waller County of any change in the status of the Attorney's licensure. The Attorney must provide the Statutory County Court at Law of Waller County with proof of licensure in good standing upon request.
- g. Attorney agrees to indemnify and hold harmless Waller County from any and all claims arising from the delivery of professional services under this contract.
- h. Attorney must report to the Statutory County Court at Law of Waller County the number of continuing legal education hours completed during each Attorney's reporting year.
- i. Attorney shall maintain an office capable of sending and receiving email correspondence twenty-four hours a day, seven days a week. Further, telephone and cell phone contact information will be maintained with the Court Coordinator of the Statutory Courty Court At Law.
- j. Attorney must provide quality, effective legal assistance and representation to clients to whom Attorney is assigned.

- k. Attorney shall complete all cases once representation is commenced during the term of the contract, unless the attorney is relieved or replaced in accordance with Article 26.04(j)(2), Code of Criminal Procedure. Attorney will be compensated for these uncompleted cases on a case-by-case basis according to the SB7 approved plan.
- 1. Attorney is prohibited from accepting any payments from a client or third party for legal services provided in a case assigned under this contract.
- m. Attorney is prohibited from releasing confidential attorney-client information or work product related to any case covered by this Contract, except when authorized by the Texas Disciplinary Rules of Professional Conduct.
- n. Attorney shall appear in court on each scheduled docket call, on time and prepared. Occasional absences are permitted upon prior approval by the court. Attorney shall be familiar with the Rules of the Second Administrative Region pertaining to the priority of appearances in courts within the Region.
- o. Attorney shall make every reasonable effort to contact the defendant no later than the end of the first working day after the date on which the lawyer is appointed and to conduct an interview with the defendant as soon as is practicable after the lawyer is appointed. A letter mailed to the defendant will fulfill the initial contact requirement.
- p. Attorney shall make reasonable efforts to discuss each case with the District Attorney's Office prior to docket call. Attorney shall schedule at least one visit with the appropriate assistant district attorney on each case between the motions and pretrial settings. Attorney shall comply with the requirements of the mandatory discovery and disclosure requirements provided by law. It is strongly suggested that agreements be reached before docket call and paperwork can be ready for the court when the docket is called.
- q. Article 26.04(j) of the Code of Criminal Procedure requires all attorneys who accept appointments in adult criminal cases to submit an annual statement that describes the percentage of their practice time that is dedicated to work on those appointed cases. Attorneys must submit this statement to each county in which they accept appointments, and the county will forward the information contained in the attorney practice-time statements to the Texas Indigent Defense Commission. The Commission will add this information to other indigent

defense information that is made available to the public via the Commission website. Therefore, Attorney is required to submit a practice-time statement to the Statutory County Court at Law of Waller County in an adult criminal case during a fiscal year period that begins on October 1st and ends on September 30th. The statement for this contract period is due no later than October 15, 2022 following the close of the State's fiscal year.

- 7. Conflict. In the event of a conflict of interest between Attorney and any defendant, Attorney shall present evidence to the trial court in which the case is pending, and if ordered by the trial court, be allowed to withdraw from representation in that case. Such withdrawal shall not affect the other terms of this agreement.
- 8. Independent Contractor. Attorney is not an employee of the County, and is, at most, an independent contractor, who shall complete the requirements of this Contract by Attorney's own means and methods of work, and in accordance with the Attorney's professional legal judgment, which shall be in the exclusive charge and control of the Attorney, and is not subject to control or supervision of the County or the Statutory County Court at Law of Waller County, except as specified in this Contract. THE DEFENDANT IS YOUR CLIENT, NOT THE COUNTY. YOU MUST PROVIDE COMPETENT, ZEALOUS LEGAL SERVICES TO EACH CLIENT IN ACCORDANCE WITH YOUR RESPONSIBILITIES UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT AND THE TEXAS CODE OF CRIMINAL PROCEDURE.
- 9. Termination. This Contract may be terminated by the County for good cause, with the approval of the Judge of the Statutory County Court at Law of Waller County. If a reason for termination is found to exist by the Judge of the Statutory County Court at Law of Waller County, written notice will be given to Attorney, and a private meeting will be held with the Attorney and the Judge of the Statutory County Court at Law of Waller County to discuss the relevant issues, and, thereafter, the Judge of the Statutory County Court at Law of Waller County will make a determination on the termination of the Attorney's contract.
- a. County may terminate this agreement if Attorney fails to perform the duties required by this agreement. Such failure must be supported by judicial findings of that failure.
- b. Attorney may terminate this agreement if County fails to make timely payments hereunder.

- c. Attorney may terminate this agreement if, for reasons beyond the control of Attorney, Attorney is unable to perform the duties required hereunder.
- d. This agreement may be mutually terminated for any force majeure or any change in the law, which makes the agreement moot.
- 10. Administration. The Judge of the Statutory County Court at Law of Waller County will provide oversight and administration of this Contract to assure that Attorney performs as required under this Contract. Nothing herein shall be interpreted as creating a right or remedy against the County, the Judge of the Statutory County Court at Law of Waller County in either her official or individual capacity on the part of any person.
- 11. Disputes. Venue of any proceeding arising under or with regard to this Contract shall be in a court of competent jurisdiction in Waller County.
- 12. Additional Terms and Conditions. A determination that Attorney has given false information in the materials submitted to the County in response to the Request for Qualifications will be grounds for immediate cancellation of this Agreement under the procedures set forth above. Falsification of any report, invoice, billing documentation or other submission by the Attorney will be grounds for immediate cancellation of this Agreement under the procedures set forth above. In addition, such could subject the Attorney to both professional discipline and criminal prosecution. Therefore, it is very important that submissions be thorough and truthful.

Signed and entered into this date:	EC 1 4 2022
WALLER COUNTY, TEXAS CARBETT "TREY" I. DUHON III	LAWYER PAtrice Carrytur - (Lawyer's printed name)

CONTRACT FOR LEGAL SERVICES TO CRIMINAL DEFENDANTS FOR 2023

(Misdemeanor and Juvenile)

This Contract is	made by and be	tween Waller (County, Texas	s (County), a p	political	subdivi	ision
of the State	of Texas,	and Je	Hen R.	nattren.	State	Bar	No.
0078662	/(Attorn	ey) on the date	stated below	v. The purpos	se of this	agreer	nent
is for the Count							
in the County C	ourt At Law of	Waller County	. Attorney h	nas agreed to	provide	all serv	vices
requested, exce	pt for those her	einafter descr	ibed. Judge	Carol A. Ch	aney, th	e Statu	itory
County Court a	t Law of Waller	r County, shall	l have oversi	ight of the ad	ministra	tion of	this
Contract, as pro	vided for hereir	1.					

NOW, THEREFORE, the parties agree as follows:

- 1. Term. The term of this Contract shall be for one (1) year, beginning on January 1, 2023, and ending on December 31, 2023, unless sooner terminated as set forth herein.
- 2. Compensation. Attorney will receive the sum of \$5,000.00 per month, for a total of \$60,000.00 for the one (1) year term of the Contract (unless the Contract is terminated sooner).
- 3. Case Load. Misdemeanor level Attorney shall handle up to one-fifth (1/5th) of all qualifying Misdemeanor cases and Juvenile cases per year that are assigned in Waller County (approximately <u>150</u> cases per year). The Contract does not include appeals or post-conviction actions. Case loads may be adjusted at the discretion of the Statutory County Court at Law of Waller County.
- 4. Expense Reimbursement. Attorney may receive reimbursement for reasonable and necessary expenses consistent with Texas Code of Criminal Procedure art. 26.05(d), and travel outside of Waller County, separate from the Attorney's compensation. Travel expenses (mileage, etc.), are eligible for reimbursement in accordance with Waller County's policy on travel reimbursement for employees. All expenses to be reimbursed must be itemized in writing, supported by invoices and /or vouchers, and submitted to the Statutory County Court at Law of Waller County for approval.

5. Investigative and Expert Expenses:

- a. Attorney shall be reimbursed for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts. Prior court approval shall be obtained from the Statutory County Court at Law of Waller County, *ex parte*, before incurring expenses for investigation and for mental health and other experts. Attorney shall be prepared to provide the Statutory County Court at Law of Waller County with a reasonable estimate of the total expenses to be incurred. The request for expenses must state, as applicable:
- (1) the type of investigation to be conducted or the type of expert to be retained:
- (2) specific facts that suggest the investigation will result in admissible evidence or that the services of an expert are reasonably necessary to assist in the preparation of a potential defense; and
- (3) an itemized list of anticipated expenses for each investigation or each expert.
- b. The Judge of the Statutory County Court at Law of Waller County shall grant the request for advance payment of expenses in whole or in part if the request is reasonable. If the Judge of the Statutory County Court at Law of Waller County denies in whole or in part the request for expenses, the Judge of the Statutory County Court at Law of Waller County shall state the reasons for the denial in writing, attach the denial to the confidential request; and submit the request and denial as a sealed exhibit to the record of the case.

6. Standards of Performance.

- a. Attorney will provide all services required by Senate Bill 7 as passed by the 77th Session of the Texas Legislature in 2001. (As it amends the Texas Code of Criminal Procedures).
- b. Attorney shall provide competent, zealous legal services to each client in a professional, skilled manner consistent with the Attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct ant the Texas Code of Criminal Procedure.
- c. Attorney shall ensure continuity of representation of the client unless relieved or replaced in accordance with art. 26.04(j)(2) of the Texas Code of Criminal Procedure.

- d. Attorney shall not assign, subcontract or delegate any part of the services to be provided by the Attorney under this Contract.
- e. Attorney must submit a monthly progress report to be approved by the Statutory County Court at Law of Waller County prior to any payment being made under this Contract, in accordance with Art. 26.05 of the Texas Code of Criminal Procedure. The report shall be on a form substantially the same as attached hereto and included in the Waller County Indigence Plan for Indigent Defense filed with the Texas Indigent Defense Commission.
- f. Attorney must maintain the minimum qualifications to practice law in the state of Texas, and must immediately inform the Statutory County Court at Law of Waller County of any change in the status of the Attorney's licensure. The Attorney must provide the Statutory County Court at Law of Waller County with proof of licensure in good standing upon request.
- g. Attorney agrees to indemnify and hold harmless Waller County from any and all claims arising from the delivery of professional services under this contract.
- h. Attorney must report to the Statutory County Court at Law of Waller County the number of continuing legal education hours completed during each Attorney's reporting year.
- i. Attorney shall maintain an office capable of sending and receiving email correspondence twenty-four hours a day, seven days a week. Further, telephone and cell phone contact information will be maintained with the Court Coordinator of the Statutory Court At Law.
- j. Attorney must provide quality, effective legal assistance and representation to clients to whom Attorney is assigned.

- k. Attorney shall complete all cases once representation is commenced during the term of the contract, unless the attorney is relieved or replaced in accordance with Article 26.04(j)(2), Code of Criminal Procedure. Attorney will be compensated for these uncompleted cases on a case-by-case basis according to the SB7 approved plan.
- 1. Attorney is prohibited from accepting any payments from a client or third party for legal services provided in a case assigned under this contract.
- m. Attorney is prohibited from releasing confidential attorney-client information or work product related to any case covered by this Contract, except when authorized by the Texas Disciplinary Rules of Professional Conduct.
- n. Attorney shall appear in court on each scheduled docket call, on time and prepared. Occasional absences are permitted upon prior approval by the court. Attorney shall be familiar with the Rules of the Second Administrative Region pertaining to the priority of appearances in courts within the Region.
- o. Attorney shall make every reasonable effort to contact the defendant no later than the end of the first working day after the date on which the lawyer is appointed and to conduct an interview with the defendant as soon as is practicable after the lawyer is appointed. A letter mailed to the defendant will fulfill the initial contact requirement.
- p. Attorney shall make reasonable efforts to discuss each case with the District Attorney's Office prior to docket call. Attorney shall schedule at least one visit with the appropriate assistant district attorney on each case between the motions and pretrial settings. Attorney shall comply with the requirements of the mandatory discovery and disclosure requirements provided by law. It is strongly suggested that agreements be reached before docket call and paperwork can be ready for the court when the docket is called.
- q. Article 26.04(j) of the Code of Criminal Procedure requires all attorneys who accept appointments in adult criminal cases to submit an annual statement that describes the percentage of their practice time that is dedicated to work on those appointed cases. Attorneys must submit this statement to each county in which they accept appointments, and the county will forward the information contained in the attorney practice-time statements to the Texas Indigent Defense Commission. The Commission will add this information to other indigent

defense information that is made available to the public via the Commission website. Therefore, Attorney is required to submit a practice-time statement to the Statutory County Court at Law of Waller County in an adult criminal case during a fiscal year period that begins on October 1st and ends on September 30th. The statement for this contract period is due no later than October 15, 2022 following the close of the State's fiscal year.

- 7. Conflict. In the event of a conflict of interest between Attorney and any defendant, Attorney shall present evidence to the trial court in which the case is pending, and if ordered by the trial court, be allowed to withdraw from representation in that case. Such withdrawal shall not affect the other terms of this agreement.
- 8. Independent Contractor. Attorney is not an employee of the County, and is, at most, an independent contractor, who shall complete the requirements of this Contract by Attorney's own means and methods of work, and in accordance with the Attorney's professional legal judgment, which shall be in the exclusive charge and control of the Attorney, and is not subject to control or supervision of the County or the Statutory County Court at Law of Waller County, except as specified in this Contract. THE DEFENDANT IS YOUR CLIENT, NOT THE COUNTY. YOU MUST PROVIDE COMPETENT, ZEALOUS LEGAL SERVICES TO EACH CLIENT IN ACCORDANCE WITH YOUR RESPONSIBILITIES UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT AND THE TEXAS CODE OF CRIMINAL PROCEDURE.
- 9. Termination. This Contract may be terminated by the County for good cause, with the approval of the Judge of the Statutory County Court at Law of Waller County. If a reason for termination is found to exist by the Judge of the Statutory County Court at Law of Waller County, written notice will be given to Attorney, and a private meeting will be held with the Attorney and the Judge of the Statutory County Court at Law of Waller County to discuss the relevant issues, and, thereafter, the Judge of the Statutory County Court at Law of Waller County will make a determination on the termination of the Attorney's contract.
- a. County may terminate this agreement if Attorney fails to perform the duties required by this agreement. Such failure must be supported by judicial findings of that failure.
- b. Attorney may terminate this agreement if County fails to make timely payments hereunder.

- c. Attorney may terminate this agreement if, for reasons beyond the control of Attorney, Attorney is unable to perform the duties required hereunder.
- d. This agreement may be mutually terminated for any force majeure or any change in the law, which makes the agreement moot.
- 10. Administration. The Judge of the Statutory County Court at Law of Waller County will provide oversight and administration of this Contract to assure that Attorney performs as required under this Contract. Nothing herein shall be interpreted as creating a right or remedy against the County, the Judge of the Statutory County Court at Law of Waller County in either her official or individual capacity on the part of any person.
- 11. Disputes. Venue of any proceeding arising under or with regard to this Contract shall be in a court of competent jurisdiction in Waller County.
- 12. Additional Terms and Conditions. A determination that Attorney has given false information in the materials submitted to the County in response to the Request for Qualifications will be grounds for immediate cancellation of this Agreement under the procedures set forth above. Falsification of any report, invoice, billing documentation or other submission by the Attorney will be grounds for immediate cancellation of this Agreement under the procedures set forth above. In addition, such could subject the Attorney to both professional discipline and criminal prosecution. Therefore, it is very important that submissions be thorough and truthful.

Signed and entered into this date:	DEC 1 4 2022
WALLER COUNTY, TEXAS CARBETT "TREY" V. DUHON III	LAWYER Triffing R. Mostilians (Lawyer's printed name)



Joan Sargent Waller County Treasurer j.sargent@wallercounty.us

836 Austin Street #316 Hempstead, Texas 77445 Phone 979-826-7707 Fax 979-826-7709

December 14, 2022

Honorable Carbett "Trey" J. Duhon III And Honorable Commissioners' Court Waller County Hempstead, Texas

Gentlemen:

In accordance with Section 2256.005(e), Government Code, Public Funds Act, I respectfully request your approval of the attached Investment Policy for Waller County funds and the endorsement of the Resolution of Annual Review. The policy has been reviewed by the Investment Advisory Committee and is in agreement. There were no necessary changes to the policy this year.

Thank you for time and attention to this request.

Sincerely,

Joan Sargent, CIO, CC♥
Waller County Treasurer

WALLER COUNTY INVESTMENT POLICY

TABLE OF CONTENTS

1.00 INVESTMENT SCOPE OF POLICY

- 1.01 General Statement
- 1.02 Funds Included

2.00 INVESTMENT AUTHORITY AND CONTROL

- 2.01 County's Investment Officer
- 2.02 Quality and Capability of Investment Manager
- 2.03 Prudence and Ethical Standards
- 2.04 Liability of Investment Officer
- 2.05 Investment Advisory Committee
- 2.06 Accounting and Audit Control

3.00 INVESTMENT OBJECTIVE

- 3.01 General Statement
- 3.02 Safety of Principal
- 3.03 Maintenance of Adequate Liquidity
- 3.04 Diversification
- 3.05 Maturity/Marketability
- 3.06 Yield

4.00 INVESTMENT STRATEGY

- 4.01 Waller County Funds
- 4.02 Fiduciary Funds

5.00 INVESTMENT INSTRUMENTS

- 5.01 Bank Investments
- 5.02 Overnight Investments
- 5.03 Other Investments

6.00 INVESTMENT INSTITUTIONS DEFINED

- 6.01 Depository Bank
- 6.02 Other Banks
- 6.03 Federal Reserve Bank
- 6.04 Public Funds Pools
- 6.05 US Security Dealers

7.00 BROKER/DEALER/INSTITUTION QUALIFICATIONS AND PROCEDURE

- 7.01 Qualifications for Approval of Broker/Dealer/Institutions
- 7.02 Confirmation of Trade
- 7.03 Delivery vs. Trade

8.00 COLLATERAL/SAFEKEEPING/RATE MONITORING

- 8.01 Collateral or Insurance
- 8.02 Safekeeping
- 8.03 Collateral Reporting
- 8.04 Rate Monitoring

9.00 INVESTMENT REPORTING

- 9.01 Monthly Reporting
- 9.02 Quarterly Reporting

1.00 INVESTMENT SCOPE OF POLICY

1.01 General Statement

This policy serves to satisfy the statutory requirement of Local Government Code 116.112 and Government Code Chapter 2256 to define and adopt a formal investment policy. This policy will be reviewed annually according to Section 2256.005(e), Government Code, Public Funds Act.

1.02 Funds Included

This investment policy applies to all financial assets of all funds of the County of Waller, Texas at the present time and any funds to be created in the future and any other funds held in custody by the County Treasurer, unless expressly prohibited by law or unless it is in contravention of any depository bank.

2.00 INVESTMENT AUTHORITY AND CONTROL

2.01 County's Investment Officer

In accordance with Sec. 116.112(a), Loc. Gov. Code and/or Chap. 2256, Sec. 2256.005 (f) and (g), Government Code, the County Treasurer under the direction of the Waller County Commissioners' Court, may invest county funds that are not immediately required to pay obligations of the county.

If the investment officer has a personal business relationship with an entity, or is related within the second degree by affinity or consanguinity to an individual, seeking to sell an investment to the county, the investment officer must file a statement disclosing that personal business interest, or relationship with the Texas Ethics Commission and the Commissioners' Court in accordance with Government Code 2256.

2.02 Quality and Capability of Investment Manager

It is the county's policy to provide training required by the Public Funds Act, Sec. 2256.008 and periodic training in investments for the County Treasurer through courses and seminars offered by professional organizations and associations in order to insure the quality, capability and currency of the County Treasurer in making investment decisions.

2.03 Prudence and Ethical Standards

Waller County uses the "prudent person rule" when managing the portfolios within the applicable legal and policy constraints. The prudent person rule is restated as follows: "Investments must be made with the judgment and care, under prevailing circumstances, which persons of prudence, discretion and intelligence would exercise in the management of their own affairs for investment, not for speculation, considering the probable safety of their capital as well as the probable income to be derived."

2.04 Liability of Investment Officer

In accordance with Sec. 113.005, Texas Local Government Code, the County Treasurer is not responsible for any loss of the county funds through the failure or negligence of a depository. This section does not release the Treasurer from responsibility for a loss resulting from the official misconduct or negligence of the Treasurer, including a misappropriation of the funds, or from responsibility for funds until a depository is selected and the funds are deposited.

2.05 Investment Advisory Committee

The Investment Advisory Committee reviews investment policies and procedures. Members of the Committee include: County Judge, Appointed County Commissioner, District Attorney, Tax Assessor/Collector, County Auditor and County Treasurer. The Treasurer will serve as chairman of the committee and meetings will be called as needed.

2.06 Accounting and Audit Control

The Waller County Treasurer will establish liaison with the Waller County Auditor in preparing investment forms to assist the County Auditor for accounting and auditing control. The Treasurer is subject to audit by the County Auditor. In addition, the Waller County Commissioners' Court, at a minimum, will have an annual audit of all county funds, as well as an annual compliance audit of management controls on investments and adherence to the entity's established investment policies in accordance with 2256.005(m).

3.00 INVESTMENT OBJECTIVES

3.01 General Statement

Funds of the county will be invested in accordance with federal and state law, this investment policy and written administrative procedures. The county will invest according to investment strategies for each fund as they are adopted by Commissioners' Court.

3.02 Safety of Principal

The primary objective of Waller County is to ensure the safety of principal in all funds and avoid speculative investing.

3.03 Maintenance of Adequate Liquidity

The secondary objective of Waller County is to strive to maintain adequate liquidity, through scheduled maturity of investments to cover the cash needs of the county consistent with the objectives of this policy.

3.04 Diversification

It will be the policy of Waller County to diversify its portfolio to eliminate the risk of loss resulting from over concentration of assets in a specific maturity, a specific issuer or a specific class of investments. Investments of the county shall always be selected to provide for stability of income and reasonable liquidity.

3.05 Maturity/Marketability

Portfolio maturities will be structured to achieve the highest return of interest consistent with liquidity requirements of the county's cash needs. No investment shall have a legal stated maturity of more than twelve (12) months.

3.06 Yield

It will be the objective of Waller County to earn the maximum rate of return allowed on its investments within the policies imposed by its safety and liquidity objectives and state and federal law governing investment of public funds.

4.00 INVESTMENT STRATEGY

4.01 Waller County Funds

All funds of Waller County that are invested, are invested by matching maturity of investments with liabilities. Investments are made with the intention of holding to maturity, but with the ability to liquidate should funds be needed at any time.

This strategy is achieved by utilizing overnight investments through Pools, Certificates of Deposit, Time Deposits, Treasuries and US Agencies.

4.02 Fiduciary Funds

All fiduciary funds that are invested, are invested by matching maturity of investments with cash needs, investments are made with the ability to liquidate should funds be needed at any time. This strategy is achieved by utilizing overnight investments through Pools, Certificates of Deposit, Time Deposits, Treasuries and US Agencies with stated final maturity of one year or less.

5.00 INVESTMENT INSTRUMENTS

The Waller County Treasurer shall use any or all of the following authorized investment instruments consistent with governing law and this policy.

5.01 Bank Investments

- 1. Fully collateralized Certificates of Deposits.
 - a. Bids for certificates of deposit may be solicitated:
 - i. orally;
 - ii. in writing;
 - iii. electronically; or
 - iv. in any combination of those methods.
- 2. Fully collateralized Time Deposits.
- 3. Fully collateralized interest bearing checking accounts.

5.02 Overnight Investments

- 1. TexPool-Investments authorized by TexPool Investment Policy.
- 2. Texas Cooperative Liquid Assets Securities System Trust (Texas CLASS)
 -Investments authorized by Texas CLASS Investment Policy.

5.03 Other Investments

- 1. US Treasury Securities with a legal stated maturity of twelve (12) months or less.
- 2. Obligations issued by a federal agency or instrumentality of the United States with a legal stated maturity of twelve (12) months or less.

6.00 INVESTMENT INSTITUTIONS DEFINED

6.01 Depository Bank

Depository Bank under a depository contract executed by Waller County Commissioners' Court and in compliance with VCTA, Texas Local Government Code, Chapter 117.

6.02 Other Banks

Other state or national banks domiciled in Texas that are insured by FDIC-fully collateralized Certificates of Deposits or Time Deposits.

6.03 Federal Reserve Bank

Treasury direct through the Direct Treasury Account for Waller County, Treasury Securities.

6.04 Public Funds Pools

TexPool-Overnight funds.
Texas CLASS-Overnight funds.

6.05 US Security Dealers

US Security Dealers recommended by the County Treasurer, Investment Advisory Committee and approved by Commissioners' Court.

7.00 BROKER/DEALER/INSTITUTION QUALIFICATIONS AND PROCEDURES

7.01 Qualifications for Approval of Broker/Dealer Institutions

In accordance with Sec. 2256.005(k) Government Code, a written copy of this investment policy shall be presented to any person seeking to sell to the county an authorized investment. Before being considered for approval the registered principal of the business organization seeking to sell an authorized investment shall execute a written instrument substantially to the effect the registered principal has:

- 1. Received and thoroughly reviewed the investment policy of the county and has:
- 2. Proof of governmental investment experience.
- 3. Good references from public funds investment officers.

7.02 Confirmation of Trade

A confirmation of trade will be provided by the broker/dealer to the Waller County Treasurer for every purchase of an investment security. This trade ticket and confirmation will become a part of the file that is maintained on every investment.

7.03 It will be the policy of the county that all Securities purchased through a Broker shall be purchased using the "deliver vs. payment" method through the Federal Reserve System. By so doing, county funds are not released until the county has received through the Federal Reserve wire, the securities purchased.

8.00 COLLATERAL AND SAFEKEEPING

8.01 Collateral or Insurance

The Waller County Treasurer shall insure that all county funds are fully collateralized or insured consistent with federal and state law and the current depository contract in one or more of the following manners:

- 1. FDIC insurance coverage.
- 2. United Stated Government Bonds, Notes, Bills and Agencies.

8.02 Safekeeping

All purchased securities shall be held in safekeeping by the county or a county account in a third party financial institution, or with a Federal Reserve Bank.

Securities pledged as collateral shall be deposited in trust with the Federal Reserve Bank or another disinterested third party bank under an appropriate legal contract. The amount of such securities pledged shall be determined by their market value.

8.03 Collateral Reporting

The Treasurer of Waller County shall report to the County Commissioners' Court his or her valuation of all collateral compared to all county deposits on a monthly basis. Collateral deficiencies should be identified and immediately corrected through additional collateral deposited.

8.04 Rate Monitoring

The Treasurer of Waller County shall montior on a monthly basis the ratings of Waller County Investments, provided by a nationally recognized rating service. Ratings of investments shall be reported quarterly to Commissioners' Court. Investment pools must be continuously rated no lower than AAA or AAA-m or at an equivalent rating.

9.00 INVESTMENT REPORTING

9.01 Monthly Reporting

The Waller County Treasurer will report in writing monthly to Commissioners' Court and to the County Auditor. The report shall include a detailed listing of all purchases, sales and payments and description of each security held.

9.02 Quarterly Reporting

In accordance with Texas Government Code, Title 10, Sec. 2256.023, the Waller County Treasurer will report quarterly the portfolio statistics, listing the type and description of investments in detail, the broker/dealer used for the purchase, the yield to maturity, the stated maturity date and the previous and current market value.

RESOLUTION OF ANNUAL REVIEW OF THE INVESTMENT POLICY WALLER COUNTY

WHEREAS, Waller County has been legally created and operates pursuant to the general laws of the State of Texas applicable to Counties; and

WHEREAS, Waller County Commissioners' Court convened on this date at a meeting open to the public and wishes to review the Investment Policy for the County, in the form attached hereto, pursuant to Chapter 2256, The Texas Government Code, as amended from time to time; Now, therefore,

BE IT RESOLVED BY COMMISSIONERS' COURT OF WALLER COUNTY THAT:

- 1. The Investment Policy, in the form attached hereto is hereby reviewed and approved at its annual review.
- 2. The provisions of this Resolution shall be effective as of the date reviewed and shall remain in effect until modified by action of this Court.

PASSED AND APPROVED, this 14th day of December, 2022.

Carbett "Trey" J. Duhon III, County Judge

Jokin A. Amsler

Commissioner, Pct. 1

Walter E. Smith

Commissioner, Pct. 2

Kendric D. Jones

Commissioner, Pct. 3

Justin Beckendorff

Commissioner, Pct. 4

ATTEST:

Debbie Hollan

County Clerk



Amendment #

2022-57

Date Approved Next Juvenile Board Meeting

Under the local government code section 111.010 (C), 111.010 (D) and 111.011, the Commissioners' Court by order may amend the budget for county purposes. Therefore, the following budget amendments to the 2022 budget for Waller County, Texas are authorized.

	FUND/		D	REVIOUS	 DEBIT	 AMENDED
C I #		DESCRIPTION				
G. L. #	DEPARTMENT	DESCRIPTION		BUDGET	 (CREDIT)	 BUDGET
BUDGET LINE ITEM 1	TRANSFERS:					
From:						
125-506-510026	General - Juvenile Probation	Salary/Supplement	\$	4,900.00	\$ (4,900.00)	\$ -
125-506-510027	General - Juvenile Probation	Staff Salary	\$	101,665.00	\$ (5,423.00)	\$ 96,242.00
125-506-520100	General - Juvenile Probation	Social Security	\$	13,354.00	\$ (415.00)	\$ 12,939.00
125-506-520201	General - Juvenile Probation	Retirement (TCDRS)	\$	18,941.00	\$ (612.00)	\$ 18,329.00
<u>To:</u>						
125-506-530800	General - Juvenile Probation	Supplies, Postage Eqmt	\$	750.00	\$ 1,000.00	\$ 1,750.00
125-506-542500	General - Juvenile Probation	Telephone	\$	1,700.00	\$ 455.00	\$ 2,155.00
125-507-547500	General - Juvenile Detention	Psycho/Group	\$	11,200.00	\$ 3,200.00	\$ 14,400.00
125-507-563800	General - Juvenile Detention	Groceries	\$	435.00	\$ 200.00	\$ 635.00
125-507-564001	General - Juvenile Detention	Other Detention Expense	\$	6,100.00	\$ 3,864.00	\$ 9,964.00
125-507-565000	General - Juvenile Detention	Short Term Detention	\$	52,800.00	\$ 2,136.00	\$ 54,936.00
125-507-568400	General - Juvenile Detention	Miscellaneous	\$	500.00	\$ 495.00	\$ 995.00
		Net Change to Budget (Rev)/Exp			\$ -	

Purpose of transfer:

Year end budget transfers to avoid negative budget variances (All funded from their department budget)

Spread upon CC minutes on December 14, 2022.

Alan Gounts

12/8/2022

Alan Younts Waller County Auditor

836 Austin Street, Suite 221 Hempstead, Texas 77445 tel (979) 826-7740



Amendment #

2022-58

Date Approved 12-14-2022

Under the local government code section 111.010 (C), 111.010 (D) and 111.011, the Commissioners' Court by order may amend the budget for county purposes. Therefore, the following budget amendments to the 2022 budget for Waller County, Texas are authorized.

	FUND/		PF	REVIOUS	DEBIT	AMENDED
G. L. #	DEPARTMENT	DESCRIPTION	Е	BUDGET	(CREDIT)	BUDGET
BUDGET LINE ITEM	TRANSFERS:					
From:						
125-412-535000	General - CC@L	Books, etc	\$	500.00	\$ (500.00)	\$ -
125-412-562310	General - CC@L	Bar Dues	\$	800.00	\$ (370.00)	\$ 430.00
125-412-563000	General - CC@L	Training & Conference	\$	3,000.00	\$ (2,160.00)	\$ 840.00
125-412-568400	General - CC@L	Miscellaneous	\$	1,000.00	\$ (525.00)	\$ 475.00
<u>To:</u>						
12-412-581800	General - CC@L	Furniture & Equipment	\$	2,000.00	\$ 3,555.00	\$ 5,555.00
		Net Change to Budget (Rev)/Exp			\$ -	

Purpose of transfer:

Transfer due to increased furntiture needs and was requested by Judge Carol Chaney.

Alan Gounts

12/8/2022

Alan Younts

Waller County Auditor

836 Austin Street, Suite 221 Hempstead, Texas 77445

tel (979) 826-7740



Amendment #

2022-59

Date Approved 12-14-2022

Under the local government code section 111.010 (C), 111.010 (D) and 111.011, the Commissioners' Court by order may amend the budget for county purposes. Therefore, the following budget amendments to the 2022 budget for Waller County, Texas are authorized.

		adjoi amonamonto to the 2022 badget to		and obuity, rose		o datriorizod:	
	FUND/		F	PREVIOUS		DEBIT	AMENDED
G. L. #	DEPARTMENT	DESCRIPTION		BUDGET		(CREDIT)	BUDGET
BUDGET LINE ITEM	TRANSFERS:						
From:							
125-422-541000	General - Court Expense	Attorney Ad Litem	\$	575,000.00	\$	(45,000.00)	\$ 530,000.00
125-422-567101	General - Court Expense	Capital Murder Cases	\$	30,000.00	\$	(30,000.00)	\$ -
125-422-567103	General - Court Expense	Indigent Defense Investigations	\$	42,000.00	\$	(13,900.00)	\$ 28,100.00
<u>To:</u>							
125-408-563000	General - DJ 506th	Training & Conference	\$	2,500.00	\$	1,000.00	\$ 15,000.00
125-408-568400	General - DJ 506th	Miscellaneous	\$	1,200.00	\$	3,000.00	\$ 15,000.00
125-422-520100	General - Court Expense	Social Security	\$	-	\$	1,000.00	\$ 15,000.00
125-422-541600	General - Court Expense	Pro Rata Share Court Exp	\$	15,000.00	\$	7,100.00	\$ 22,100.00
125-422-566505	General - Court Expense	Interpreter Services	\$	2,000.00	\$	8,000.00	\$ 10,000.00
125-422-567104	General - Court Expense	Mental Health/Compentency	\$	35,000.00	\$	13,500.00	\$ 48,500.00
125-422-567105	General - Court Expense	Expert Witnesses	\$	15,000.00	\$	21,000.00	\$ 36,000.00
125-422-567110	General - Court Expense	SCRAM/Monitoring	\$	20,000.00	\$	24,000.00	\$ 44.000.00
125-422-567111	General - Court Expense	Sober-Link	\$	6,000.00	\$	2,500.00	\$ 8,500.00
125-422-567112	General - Court Expense	Drug Patch	\$	15.000.00	\$	7,800.00	\$ 22,800.00
	Net C	Change to Budget (Rev)/Exp			\$	-	,
					_		

Purpose of transfer:

Year end transfers due to increased costs and activity and funded entirely by their own budgets.

Alan Gounts

12/8/2022

Alan Younts Waller County Auditor 836 Austin Street, Suite 221 Hempstead, Texas 77445 tel (979) 826-7740



Amendment #

2022-60

Date Approved 12-14-2022

Under the local government code section 111.010 (C), 111.010 (D) and 111.011, the Commissioners' Court by order may amend the budget for county purposes. Therefore, the following budget amendments to the 2022 budget for Waller County, Texas are authorized.

	FUND/		PREVIOUS	DEBIT	AMENDED
G. L. #	DEPARTMENT	DESCRIPTION	BUDGET	(CREDIT)	BUDGET
BUDGET LINE ITEM	TRANSFERS;				
From:					
125-505-510003	General-Jail	Staff Salary	\$ 2,228,204.00	\$ (51,830.00)	\$ 2,176,374.00
125-505-563000	General-Jail	Training & Conference	\$ 12,000.00	\$ (2,000.00)	\$ 10,000.00
125-515-545910	General-Animal Control	Donations	\$ 1,875.00	\$ (1,875.00)	\$
125-516-510003	General-Sheriff Admin	Staff Salary	\$ 3,297,719.00	\$ (263,974.00)	\$ 3,033,745.00
125-516-520100	General-Sheriff Admin	Social Security	\$ 259,810.00	\$ (20,194.00)	\$ 239,616.00
125-516-520201	General-Sheriff Admin	Retirement-TCDRS	\$ 383,432.00	\$ (29,803.00)	\$ 353,629.00
125-516-545515	General-Sheriff Admin	Equipment Rental/Repairs	\$ 15,000.00	\$ (15,000.00)	\$ -
<u>To:</u>					
125-515-545910	General-Animal Control	Animal Housing/Care	\$ 35,000.00	\$ 8,000.00	\$ 43,000.00
125-516-581700	General-Sheriff Admin	Equipment	\$ 200,000.00	\$ 376,676.00	\$ 576,676.00
	Net (Change to Budget (Rev)/Exp		\$ -	

Purpose of transfer:

Year end transfers due to Sheriff needing to purchase 4 new vehicles, upfitting costs, 5 MDT's, radios, animal control cage inserts and animal boarding costs. Funded almost entirely by salary savings in Sheriff Jail and Admin budget and donations from citizens for animal care.

Alan Gounts

Alan Younts Waller County Auditor

836 Austin Street, Suite 221 Hempstead, Texas 77445 tel (979) 826-7740



Amendment #

2022-61

Date Approved 12-14-2022

Under the local government code section 111.010 (C), 111.010 (D) and 111.011, the Commissioners' Court by order may amend the budget for county purposes. Therefore, the following budget amendments to the 2022 budget for Waller County, Texas are authorized.

G. L. #	FUND/ DEPARTMENT	DESCRIPTION	PREVIOUS BUDGET	DEBIT (CREDIT)	AMENDED BUDGET
BUDGET LINE ITEM 7	TRANSFERS:				
From:					
125-411-569600	General - All Other	Contingency	\$ 306,683.00	\$ (26,000.00)	\$ 280,683.00
125-442-510101	General - Maintenance	Part Time	\$ 20,000.00	\$ (3,000.00)	\$ 17,000.00
125-442-544600	General - Maintenance	Asbestos	\$ 2,000.00	\$ (2,000.00)	\$ -
<i>To:</i>					
125-442-544700	General - Maintenance	Repair & Replacement	\$ 165,000.00	\$ 16,000.00	\$ 181,000.00
125-442-545400	General - Maintenance	Contract Labor	\$ 100,000.00	\$ 15,000.00	\$ 115,000.00
		Net Change to Budget (Rev)/Exp		\$ -	

Purpose of transfer:

Transfer requested by Danny Rothe.

Transfer requested for additional budget funds to complete the 2022 budget year. Not enough surplus funds in their budget so borrowing from Contingency in "All Other Department"

Alan Gounts

12/8/2022

Alan Younts Waller County Auditor

836 Austin Street, Suite 221 Hempstead, Texas 77445 tel (979) 826-7740

Lease Pricing PROPOSAL



Presented to COUNTY OF WALLER - AUDITORS OFFICE

By Kaylie Kyle

On 11/18/2022

CONTRACT PRICING PER REGION 4 OMNIA BID # 191104 48 MONTH LEASE QUOTE # Y79805

Negotiated Contract: 072816900

	u		

Product Description Item	Agreement In	ıformation	Trade Information	Requested Install Date
1. C8155H2 (XEROX C8155H2) - 1 Line Fax - Office Finisher - Convenience Stapler - Customer Ed - Analyst Services	Lease Term: Purchase Option:	48 months FMV	- Xerox C8055 S/N 8TB601209 Trade-In as of Payment 50	12/5/2022

Monthly Pricing

ltem	Lease Minimum Payment	Meter	Print Charges Volume Band	Per Print Rate	Maintenance Plan Features	
1. C8155H2	\$187.93	1: Black and White Impressions 2: Color Impressions	1 - 20,000 20,001+ All Prints	Included \$0.0056 \$0.0506	- Consumable Supplies Included for all prints - Pricing Fixed for Term	
Total	\$187.93	Minimum Payments (Excluding Applicable Taxes)				

All information in this proposal is considered confidential and is for the sole use of COUNTY OF WALLER - AUDITORS OFFICE. If you would like to acquire the solution described in this proposal, we would be happy to offer a Xerox order agreement. Pricing is subject to credit approval and is valid until 12/18/2022.

For any questions, please contact me at (979)260-3377

Lease Agreement

xerox™

Customer: WALLER, COUNTY OF

BillTo: COUNTY OF WALLER **AUDITORS OFFICE**

COUNTY OF WALLER Install:

AUDITORS OFFICE

STE 221

STE 221

836 AUSTIN ST

836 AUSTIN ST

HEMPSTEAD, TX 77445-4667

HEMPSTEAD, TX 77445-4667

State or Local Government Negotiated Contract: 072816900

Solution	Agreement In	formation	Trade Information	Requested Install Date
Product Description Item	Agreement			
1. C8155H2 (XEROX C8155H2) - 1 Line Fax - Office Finisher - Convenience Stapler - Customer Ed - Analyst Services	Lease Term: Purchase Option:	48 months FMV	- Xerox C8055 S/N 8TB601209 Trade-In as of Payment 50	12/5/2022

Monthly Pricing Maintenance Plan Features Print Charges Lease ltem Per Print Rate Volume Band Meter Minimum Payment - Consumable Supplies Included for all prints Included 1 - 20,000 1: Black and \$187.93 1. C8155H2 - Pricing Fixed for Term \$0.0056 20.001+ White Impressions \$0.0506 All Prints 2: Color **Impressions** Minimum Payments (Excluding Applicable Taxes) \$187.93 Total

Authorized Signature

Oustomer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.

Signer: Carbett Trey

Signature:

Phone: (979)826-7740

DEC 1 4 2022

Thank You for your business! This Agreement is proudly presented by Xerox and

Kaylie Kyle (979)260-3377

For information on your Xerox Account, go to www.xerox.com/AccountManagement

Lease Agreement



Terms and Conditions

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

GOVERNMENT TERMS:

- 2. REPRESENTATIONS & WARRANTIES. This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.
- 3. FUNDING. This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the Products, and it is your intent to use the Products for the entire term of this Agreement and make all payments required under this Agreement. If your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds. Your notice must be accompanied by payment of all sums then owed through the current fiscal year under this Agreement. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be to in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date)

SOLUTION/SERVICES:

4. OVERSIZE PRINTS. Each print made on the following Equipment; C8155H2, that is larger than 145 square inches (e.g., $11 \times 17 = 187$ square inches), but less than or equal to 491 mm in length, will register as two (2) prints on the applicable (B&W/color) meter, and, for that Equipment with extra-long print capability, for any impressions greater than 491 mm will register up to four (4) prints on the applicable (B&W/color) meter.

PRICING PLAN/OFFERING SELECTED:

5. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

GENERAL TERMS & CONDITIONS:

6. REMOTE SERVICES. Certain models of Equipment are supported and serviced using product information that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to your network ("Remote Product Info") via electronic transmission to a secure off-site location ("Remote Transmission"). Remote Transmission also enables Xerox to transmit Releases of Software to you and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Product Info include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code information. Remote Product Info may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Product Info will be transmitted to and from you in a secure manner mutually agreeable to the parties. Remote Transmission will not allow Xerox to read, view or download the content of any of your documents or other information residing on or passing through the Equipment or your information management systems. You grant the right to Xerox, without charge, to conduct Remote Transmission for the purposes described above. Upon Xerox's request, you will (a) provide contact information for Equipment such as name and address of your contact and IP and physical addresses/locations of Equipment and (b) ensure that any Maintenance Release or Update released by Xerox to provide security patches, releases and/or certificates for the Remote Transmission and/or Software is promptly enabled by Customer upon notification by Xerox or by the Equipment or when otherwise made available on xerox.com. You will enable Remote Transmission via a method mutually agreeable to both parties, and you will provide reasonable assistance to allow Xerox to provide Remote Transmission. Unless Xerox deems Equipment incapable of Remote Transmission, you will ensure that Remote Transmission is maintained at all times Maintenance Services are being performed. If you are unable to maintain Remote Transmission, or if Xerox disables Remote Transmission from any Equipment at your request, or if you disable Remote Transmission from any Equipment, Xerox reserves the right to charge you a per device fee for such affected Equipment due to the increased service visits that will be required in order to (x) obtain such information, (y) provide such transmissions, and (z) provide such Maintenance Services and Consumable Supplies that otherwise would have been provided remotely and/or proactively.